OFFER AGREEMENT

This Client Agreement (hereinafter referred to as the "Client Agreement" or "Agreement") is a public offer of the ART Cloud Technologies (39/5 Granton Crescent, Edinburgh, Scotland, EH5 1BN, company number in the register: SL34179) and shall be addressed to any competent person (hereinafter referred to as the "User" or the "Client") on the terms and conditions set forth below.

1. You shall read this Agreement and signify your consent to the terms and conditions hereof by accepting this offer to become a Client of the ART Cloud Technologies (the "Company").

2. You may withdraw your consent to the use of the electronic documents at any time, which will mean the simultaneous termination of this Client Agreement. If you withdraw your consent to the use of electronic documents and/or terminate this Client Agreement, you lose your right to profit hereunder.

If you desire to exercise your right to withdraw your consent to the use of electronic documents and/or terminate this Agreement, as well as if it is necessary to update your personal data, you shall contact the Company by sending an e-mail to www.nox.bz@gmail.com.

3. By accepting the terms and conditions hereof, you agree that the Company shall be entitled to change the content and the terms and conditions hereof unilaterally, without personal notice to the Client. The new version of the Agreement shall enter into force upon its posting on the official Company's website at: https://nox.bz (the "Website").

The current version hereof, as well as other documents related to it and adopted in execution of the Agreement shall be posted on the official Company's website at: https://nox.bz and available for viewing, printing and downloading.

4. By checking the check-box "I agree to the terms and conditions of the Public Offer Agreement" below, you agree to the terms and conditions of the Client Agreement with the Company. When you click the "Cancel" button, the registration process will be stopped.

5. The Party that at the conclusion of the Agreement either before or after its conclusion gave the other Party false assurances of the circumstances relevant to the conclusion of the Agreement, its execution or termination, shall compensate the other Party for the losses caused by the unreliability of such assurances or to pay the penalty provided hereby upon its request.

The liability arises if the Party that provided false assurances assumed that the other Party would rely on them or had reasonable grounds to assume so.

The Party relying on the false assurances of the other Party, which are essential for it, along with the claim for losses or penalty recovery, shall also be entitled to withdraw from the Agreement, unless otherwise provided for by the agreement of the Parties.

Client Agreement

The ART Cloud Technologies offers any person to acquire the status of a User by accepting the terms and conditions of this electronic offer.

Terms and Definitions:

- Upgrade is the transition from a less expensive to a more expensive package by paying the difference in cost between them by the User.
- Point is the value added to the left or right leg of the binary tree relative to the Node in case of payment for packages by new downstream Users or Upgrade of packages by existing downstream Users. In addition, the Points will be awarded in case of purchase of additional bots by any of the downstream Users. Every $100 of the purchase or upgrade value shall be converted to 1 Point.
- Binary Tree is a hierarchical data structure in which each Node has no more than two descendants (children). The first is called the parent node, and the children are called the left and right heirs.
- Login is e-mail address (E-MAIL) used for authorization in the Personal Account on the website https://nox.bz. The User shall provide a valid e-mail address when Registering.
- Password is an alphanumeric code for accessing the Personal Account on the website https://nox.bz. The Password is set by the User himself upon registration.
- Registration is the initial Login and Password to access the Personal Account on the website https://nox.bz. Upon registration, the User agrees to accept this Agreement.
- Personal Account is a personal settings control panel on the website https://nox.bz. Only the registered Users have access to the Personal Account.
- Authorization is the entering of the Login and Password by the User to login the Personal Account.

- Account is the accounting record on the website https://nox.bz.
- Coupon is a set of 20 characters, which is a unique key that can be used by any system user to refill the Main balance. Coupon can be generated by any system user by converting funds from the Bonus balance into the face value of the coupon he/she creates.
- Curator is a person who provided the User with an invitation link to register on the website https://nox.bz.
- User's personal data is any User's personal data directly or indirectly related to the User provided by the Company User for the conclusion and execution of the Client Agreement and other information available to the Company in connection with the Client Agreement.
- Qualification (whether the User is qualified) - the User becomes qualified when he/she has at least one personally invited person on the left and one personally invited person on the right (in the binary tree).
- The User loses his qualification automatically if he/she shall not have at least one personally invited person on the left and one personally invited person on the right, each of whom has paid a subscription fee. The Unqualified Users will not be able to get some type of Client rewards.
- Activity (whether the User is active) - the User is considered active when his subscription fee is paid. There are two options for paying the subscription fee in the system https://nox.bz: for six months or for one year. The subscription fee shall be paid on 100% prepayment basis.
- At the first purchase of any package, each User shall receive 9 days to the paid period for the subscription fee, after which he/she needs to extend it. The Clients who have not paid the subscription fee will not be able to continue using the advisor program and participate in the Affiliate Program.
- Blocking (whether the User is blocked) - the User's account may be temporarily/permanently blocked for violation of the Company Agreement - in this case, the User loses the ability to use the bot and access to the Affiliate Program.
- If the Company has blocked the User hereunder, then the part of the rent for the period of blocking the User by the Company shall not be returned (shall not be reimbursed);

the Company shall not be liable for User's losses caused by blocking the User, shall not reimburse them to the User.

- Cancellation (whether a refund is made upon service cancellation) - the Clients from some countries may request a refund, resulting in loss of access to the bot and to the Affiliate Program.

- Node is a cell in the binary tree occupied by the User.

- Point converting to balance - reducing the number of Points in each of the two legs of the binary tree by the same value in case when each of them had at least one Point before the reduction. Each pair of Points (one of the left leg and one of the right leg) that has been converted shall be transferred to the User's balance on the understanding that one pair of Points is equal to $10.

- Affiliate Program is a form of business cooperation between the Company and Clients when selling services. It allows the Company to reduce the cost of attracting new Clients by distributing the part of its profits among the Clients attracting new Users.

- Perk is a special type of balance for registered Users that is measured in integers. The balance measured in Perks can only be an integer number. Each Perk can be exchanged once for an option that the client chooses at his/her discretion. Perks cannot be exchanged for anything other than the options offered (see item 4.9.).

- Main balance means funds in the Client's personal cabinet that can be used for payment, upgrade or extension of services in the NOX system. This balance can be refilled by transfer via external payment gateways or via internal transfer system.

- Bonus balance means funds in the Client's personal cabinet that can be used for payment, upgrade or extension of services or for transfer to the Main balance of other user of the NOX system. This balance is refilled when conditions of the NOX Customer Program are met (see Item 4).

- GMT - the system https://nox.bz performs all calculations related to GMT+0.

- UpTime is a server uptime for a certain period of time (measured in percentage).

- Profitability multiplier is a variable that may be changed by the User, if it is not prohibited by the tariff plan used. The profitability multiplier shall affect both the amount of profit brought by NOX during trading, and the possible financial losses.

- Trading Strategy is an algorithm based on which the NOX Advisor makes decisions on opening new deals or closing existing ones.

- Cycle (cycle close) - converting one pair of points into a balance. Each pair consists of one point from the left leg of the Binary Tree and one point from the right leg.
- Meta Trader is an electronic trading platform that is widely used by retail currency traders for online trading. The Meta Trader is developed by MetaQuotes Software.

1. **Offer Acceptance**
   1.1. This offer shall be accepted by expressing the consent to the terms and conditions hereof and registering by filling out the registration form on the Company's Web resource with entering the personal data in the registration form located above the offer.
   1.2. The offer shall be considered accepted from the moment of entering all necessary data into the registration form, expressing the Client's unconditional consent to the rules and provisions of the offer by selecting the checkbox in the column "I agree to the terms and conditions of the Public Offer Agreement" and clicking the "Registration" button.
   1.3. The Client agrees to the storage and processing of his/her personal data.
   1.4. After acceptance of the offer and registration of the Client's account, the Company shall send a notice to the e-mail specified upon registration. The notice shall contain the following information: a link to activate the created profile.

2. **Subject Matter**
   2.1. The subject matter hereof is to provide the Client with NOX bot, a program that works as an advisor to the Meta Trader. The advisor is created in the MQL programming language.
   2.2. The main functions of the program:
      2.2.1. automatic trading (opening, tracking and closing of transactions).
      2.2.2. Analysis of exchange rates and calculation of the most likely scenarios for choosing the optimal strategy for automatic trading.
      2.2.3. Optimization of the trading strategy and receiving settings made by the User through the Personal Account.
   2.3. NOX bot is an add-on for Meta Trader, in the settings of which the User shall specify the login and password for using the bot received through the Personal

Account. If the User bought one of the service packages and paid the subscription fee, the Advisor Program (bot) will perform trading operations (opening, tracking and closing of transactions). If the paid period ends, the bot ceases to create new transactions, but it continues to track previously created transactions for the next 2 months. If the bot stops working due to the end of subscription service or for other reasons (for example, if the User does not pay on time for his/her VPS/VDS, on which the Meta Trader is installed with the Advisor Program configured, then this may lead to an increase in financial risks with high probability, as previously created transactions will remain open. The VDS/VPS shall be configured by the User in strict compliance with the instructions. The User shall be fully liable when using the bot; he/she shall make settings on the account and in the Meta Trader independently, as well as pay the subscription fee for the VDS/VPS use and the subscription fee for the bot. It is not recommended to change the password from the trading account during the Advisor Program operation; this may lead to the closure of some transactions with the loss of part of the funds. If it is necessary to change the account password, then the User shall be obliged to undergo re-authorization in the Meta Trader on VDS/VPS immediately. If the User has a negative balance for any reason, the bot will not create new transactions until the User's balance becomes positive.

3. **Cost of Services. Settlement Procedure.**

3.1. PACKAGE No. 1: XS. The minimum paid package on which the Advisor Program works with one real trader's account. It is impossible to buy additional bots. It is possible to upgrade this package to "S", "M" or to "L". It is impossible to cancel the package with a refund (except for US Users). The "XS" package is promotional, the Company has the right to make it unavailable for purchase at any time.

3.1.1. Limitations. The Advisor Program will use no more than $500 from the User's trading account for trading. In case the User deposits more than $500 to his/her trading account, the bot will ignore the amount exceeding $500. Only trading strategies that are developed for this tariff are available to the User.

3.1.2. The subscription fee is $9 when paying for 1 month, $50 when paying for 6 months, $80 when paying for 12 months. Upon purchase of the package, the User will be given 30 days to pay the subscription fee in full. The referral accruals under the Affiliate Program for upstream Nodes and Supervisors will not be made from the subscription fee paid by the User.

3.2. PACKAGE No. 2: S. A package on which the Advisor program works with one trader's account. It is impossible to buy additional bots. It is possible to upgrade this package to "M" or to "L". It is impossible to cancel the package with a refund (except for US Users).

3.2.1. Limitations. The Advisor Program will use no more than $1,000 from the User's trading account for trading. In case the User deposits more than $1,000 to his/her trading account, the bot will ignore the amount exceeding $1,000. The User has access to those trading strategies that are developed for this tariff and for "XS" tariff.

3.2.2. The subscription fee is $9 when paying for 1 month, $50 when paying for 6 months, $80 when paying for 12 months. Upon purchase of the package, the User will be given 30 days to pay the subscription fee in full. The referral accruals under the Affiliate Program for upstream Nodes and Supervisors will not be made from the subscription fee paid by the User.

3.3. PACKAGE No. 3: M. The package includes the ability to connect one trading account in default. The User may buy one bot at any time, but the advisor program may only be used on the trading accounts of the account holder (there is no possibility to start the Advisor Program on the trading account of a person with a different name or surname). The owner of the "M" package has an ability to upgrade his/her tariff to "L" at any time, but he/she is not able to return to a lower tariff. It is impossible to cancel the package with a refund (except for US Users).

3.3.1. Limitations. The limit on the amount of funds that the bot will use on each of the two trading accounts is not more than $5,000. The User has access to those trading strategies that are developed for this tariff and

for "XS", "S" tariffs. The User shall be able to choose a trading strategy individually for each of the advisors.

3.3.2. The subscription fee is $9 when paying for 1 month, $50 when paying for 6 months, $80 when paying for 12 months. Upon purchase of the package, the User will be given 30 days to pay the subscription fee in full. If the User switched to this tariff by upgrading the package, he/she will not be given 30 additional days to extend the subscription fee. The subscription fee shall not depend on the number of bots that the Client uses. The referral accruals under the Affiliate Program for upstream Nodes and Supervisors will not be made from the subscription fee paid by the User.

3.3.3. Purchase of additional bots. The User shall be able to use the funds from the account balance to purchase one additional Advisor.

3.4. PACKAGE No. 4: L. This tariff is best suited for professional traders and professional marketers promoting NOX advisor. Each owner of the "L" package shall get the opportunity to connect four trading accounts by default. It is impossible to run the advisor programs on other people's trading accounts, as well as on other tariffs. Switching to a lower tariff is not possible. It is impossible to cancel the package with a refund (except for US Users).

3.4.1. Opportunities. The limit of the amount of funds that the bot will use on each of the trading accounts is not more than $30,000. The User has access to those trading strategies that are developed for this tariff and for "XS", "S", "M" tariffs. The User shall be able to choose a trading strategy individually for each of the advisors.

3.4.2. The subscription fee is $5 when paying for 1 month, $15 when paying for 6 months, $25 when paying for 12 months. Upon purchase of the package, the User will be given 30 days to pay the subscription fee in full. If the User switched to this tariff by upgrading the package, he/she will not be given 30 additional days to extend the subscription fee. The subscription fee shall not depend on the number of bots that the Client uses. The referral accruals under the Affiliate Program for upstream

Nodes and Supervisors will not be made from the subscription fee paid by the User.

3.4.3. Purchase of additional bots. The User shall be able to use the funds from the account balance to purchase additional Advisors (he/she shall be able to make no more than 6 purchases).

3.5. The Company's services shall be paid by transferring funds to the Company's account or the account of the payment system that provides services to the Company.

3.6. The Partner acknowledges and accepts that if the subscription fee is paid automatically, the Partner agrees to collection of recurring payments.

4. **Client Reward for the Company's Product Recommendation.**

4.1. Sale Bonus. Each Supervisor shall receive a percentage of the cost of the package purchased by the User on his/her balance when buying a package by personally invited by him/her person. The percentage shall depend on the type of package that was purchased personally by the invited User:

4.1.1. If the personally invited User bought the "XS" package, then his/her Supervisor shall receive $20.

4.1.2. If the personally invited User bought the "S" package, then his/her Supervisor shall receive $40.

4.1.3. If the personally invited User bought the "M" package, then his/her Supervisor shall receive $80.

4.1.4. If the personally invited User bought the "L" package, then his/her Supervisor shall receive $330.

4.2. Upgrade Bonus. If the personally invited User upgrades the package, then his/her Supervisor shall receive a reward, calculated as a percentage of the difference between the cost of the package that the User switched to and the package that he/she had before the Upgrade. The percentage depends on the type of package that was purchased personally by the invited User, and on the type of package that he/she had before the Upgrade:

4.2.1. If the personally invited User upgraded from the "XS" package to the "S" package, then his/her Supervisor shall receive $20.

4.2.2. If the personally invited User upgraded from the "S" package to the "M" package, then his/her Supervisor shall receive $40.

4.2.3. If the personally invited User upgraded from the "S" package to the "L" package, then his/her Supervisor shall receive $290.

4.2.4. If the personally invited User upgraded from the "M" package to the "L" package, then his/her Supervisor shall receive $250.

4.3. Supervisor's Upgrade Bonus. If the owner of one of the downstream Nodes upgrades the package, then the User shall receive the Points in the corresponding leg. The number of Points accrued depends on the difference between the cost of the package that he/she switched to and the package that he/she had before the Upgrade. Every $100 of the difference between the cost of the packages shall be converted to 1 Point.

4.4. Supervisor's Bonus. When a personally invited User invites a new Client, his/her Supervisor shall be charged a bonus to his/her balance. The amount of charge shall be equal to 5% of the cost of the package, which was purchased by a new Client.

4.5. Booster Bonus. If the User, after paying for his/her first package, manages to invite new Clients within 7 days, then the User will be rewarded for each pair of Clients. It shall not matter whether the invited Clients will be placed in the left or right leg - they may all be in one leg. This bonus may be restarted by the administration of ART Cloud Technologies; in this в case the countdown will return to 7 days even for those members of the Client Network who have already received it. The size of this bonus is 40% of the cost of the cheapest package in each of the pairs of Clients. Each pair is formed on the principle of pairing clients, depending on the cost of the packages they purchased. The Clients with the packages of the same type shall be paired; if no similar packages are found, then the Clients with cheaper packages shall be used for pairing:

4.5.1. A pair of two Clients with the "XS" package will be a bonus $80 for the Supervisor who invited them.

4.5.2. A pair of two Clients with the "S" package will be a bonus $160 for the Supervisor who invited them. If the inviting person purchased the

"XS" package at the end of the bonus period, the maximum profit will be $80, even if the Clients were with "S", "M" or "L" packages at the time of bonus calculation.

4.5.3. A pair of two Clients with the "M" package will be a bonus $320 for the Supervisor who invited them. If the inviting person purchased the "S" package at the end of the bonus period, the maximum profit will be $160, even if the Clients were with "M" or "L" packages at the time of bonus calculation.

4.5.4. A pair of two Clients with the "L" package will be a bonus $960 for the Supervisor who invited them. If the inviting person purchased the "XS" package at the end of the bonus period, the maximum profit will be $80, even if the Clients were with "XS", "M" or "L" packages at the time of bonus calculation. If the inviting person purchased the "S" package at the end of the bonus period, the maximum profit will be $160, even if the Clients were with "M" or "L" packages at the time of bonus calculation. If the inviting person purchased the "M" package at the end of the bonus period, the maximum profit will be $320, even if the Clients were with "L" package at the time of bonus calculation.

4.5.5. A pair of two Clients, one of which bought the "XS" package, and the other bought the "S" package, will be a bonus $80 for the Supervisor who invited them.

4.5.6. A pair of two Clients, one of which bought the "S" package, and the other bought the "M" package, will be a bonus $160 for the Supervisor who invited them.

4.5.7. A pair of two Clients, one of which bought the "S" package, and the other bought the "L" package, will be a bonus $160 for the Supervisor who invited them.

4.5.8. A pair of two Clients, one of which bought the "M" package, and the other bought the "L" package, will be a bonus $320 for the Supervisor who invited them.

4.6. Team Bonus. When a new Node appears in the tree, the Points shall be awarded to all Users higher up in the Binary Tree (Active Users only). When

an individual User accumulates Points in the right leg and in the left leg, they shall be converted into money on the balance.

4.7. Diversification Bonus. If the owner of one of the downstream Nodes purchases an additional bot, the User shall receive the Points in the corresponding leg - 1 Point shall be awarded for every $100 of the purchase price.

4.8. Leadership Bonus. When the personally invited Users up to 4 levels down receive a Cycle bonus, the User shall receive a percentage of the amount that someone from the given chain receives on the balance when closing the Cycles. The amount of the User's reward shall be equal to 10% of the amount received by each of the owners of cells located at a depth of up to 4 levels for closing the Cycles.

4.9. Perk bonus. If the User after paying for the first package invites a new Client within 30 days who pays for the package, he will be rewarded with one Perk. Perk will be added only for the first invitation during bonus period. This bonus can be restarted by administration of ART Cloud Technologies, then the countdown will return to 30 days even for those members of the Client network who have already received it. The User can exchange a Perk for one of the options, depending on the package that was purchased earlier:

4.9.1. If the User has XS package activated, the User can choose:

4.9.1.1. Extension of subscription fee for 183 days with no extra charge.

4.9.1.2. Increase of maximum limit of funds used in trading by 50% on one bot.

4.9.2. If the User has S package activated, the User can choose:

4.9.2.1. Extension of subscription fee for 183 days with no extra charge.

4.9.2.2. Increase of maximum limit of funds used in trading by 50% on one bot.

4.9.3. If the User has M package activated, the User can choose:

4.9.3.1. Extension of subscription fee for 183 days with no extra charge.

4.9.3.2. Adding an additional bot to available bots at no extra charge. Each User can have only one bot added using Perk at a time.

4.9.4. If the User has L package activated, the User can choose:

4.9.4.1. Extension of subscription fee for 183 days at no extra charge.

4.9.4.2. Adding an additional bot to available bots at no extra charge. Each User can have only one bot added using Perk at a time.

4.10. Gifts. The system counts the number of Cycles for each User that were closed on their Node within 30 days from the moment the package was purchased. If during the first 30 days the User doesn't manage to get necessary number of cycles for the Gift, the counting starts anew. If the Use has accumulated sufficient number of Cycles, the User will receive one of the respective gifts (once for each of the gifts). The counter of Cycles will reset and start counting the Cycles for the next gift. The gift can be exchanged for cash at the discretion of the Company. If the User has received all available gifts, the bonus will be disabled. All gifts will be sent to the User's address, delivery is paid by the receiver, the cost depends on the delivery method. The gift that the User will receive depends on the number of Cycles the User closed during the past accounting period of not more than 30 days:

4.10.1. For 100 Cycles closed during the accounting period (30 days from the moment the package was purchased, the accounting period was restarted, or the previous gift was closed), the User will receive Apple iWatch on a one-time basis. The Company may choose any model at its discretion or exchange it with a cash equivalent.

4.10.2. For 150 Cycles closed during the accounting period (30 days from the moment the package was purchased, the accounting period was restarted, or the previous gift was closed), the User will receive Apple iPad Mini on a one-time basis. The Company may choose any model at its discretion or exchange it with a cash equivalent.

4.10.3. For 200 Cycles closed during the accounting period (30 days from the moment the package was purchased, the accounting period was restarted, or the previous gift was closed), the User will receive Apple

iPhone on a one-time basis. The Company may choose any model at its discretion or exchange it with a cash equivalent.

4.10.4. For 300 Cycles closed during the accounting period (30 days from the moment the package was purchased, the accounting period was restarted, or the previous gift was closed), the User will receive Apple MacBook Pro on a one-time basis. The Company may choose any model at its discretion or exchange it with a cash equivalent.

5. **Rights and Obligations of the Parties**

5.1. The Company shall be obliged:

5.1.1. To provide access to the use of the Advisor Program in case of payment for the selected package according to the terms and conditions hereof.

5.1.2. To ensure the proper quality of the services provided.

5.1.3. To give the Client the file of the Advisor Program (bot) for the Meta Trader in case of purchase of any of the paid packages.

5.1.4. To transfer the funds accrued for any of the Client bonuses to the Client.

5.1.5. To provide the Client with instructions on using and setting the Advisor Program.

5.1.6. To provide the performance of cloud servers with high UpTime of about 95% on weekdays;

5.1.7. To provide access to the bot settings through an account with UpTime of 95%.

5.2. The Company shall be entitled:

5.2.1. To improve the bot for optimizing the trading strategies and issuing the updated version to the Clients.

5.2.2. To refuse to cooperate with the Client in case of misuse of information regarding the Company's work, as well as the creation of a negative reputation on any information resources.

5.2.3. To make any changes to the Advisor Program without prior notice at any time. The Client agrees that the Company shall not be liable to him/her or any third party for any changes, outages, data transfer, updating or adding functionality, or Advisor Program termination. Any such feature

changes, edits, updates or development belong exclusively to the Company, and the Client shall have no rights to them.

5.2.4.　To reject the registration application from any Client at its discretion.

5.2.5.　To amend any terms and conditions hereof at its discretion. By accepting the terms and conditions hereof, the Client shall be obliged to comply with all amendments and changes made by the Company. The amendments shall take effect upon Clients notification of the Agreement change. The amendment notices shall be posted on the Company's official website, which is a proper notice to all Company Clients. The continued cooperation of the Client with the Company or further receipt of Bonus Points and other rewards by the Client shall mean acceptance of all amendments to the Agreement.

5.2.6.　To change the design of the Advisor Program, its content, modify or supplement the used scripts, software and other objects used or stored by the Company, any server applications at any time with or without prior notice.

5.2.7.　To dispose of the statistical information related to the functioning of the Advisor Program, as well as the Client information to ensure the targeted display of advertising information to different Users of the Advisor Program. To organize the functioning and technical support of the Advisor Program and the execution hereof, the Company shall have the technical ability to access the personal pages of the Users only in cases established hereby or in accordance with the legislation.

5.2.8.　To terminate the Agreement unilaterally and stop paying commissions and reward for violation of the terms and conditions hereof.

5.2.9.　To reset the number of Points accumulated in any of the binary tree legs if it is more than six months that the client does not extend the subscription service.

5.3.　The Client shall be obliged:

5.3.1.　To pay a subscription fee for using the bot timely.

5.3.2.　To pay for the VDS/VPS server on which the Meta Trader and the Advisor Program attached to the account are installed timely.

5.3.3. Not to create, modify, or close orders created by the bot himself/herself.

5.3.4. Not to allow the use of other advisors in parallel with NOX bot, as this may lead to instability and financial losses.

5.3.5. Not to transfer information on transactions that are created/modified/closed by the bot to third parties. The trading mechanism, the volume of orders, the time of their creation/modification/closure are confidential information that shall not be shared with anyone. The transfer of this information to third parties will be regarded by the Company as espionage and will lead to the service denial.

5.3.6. Not to use the bot for trading on dollar accounts, since only trading on cent accounts is allowed, all other currencies shall be prohibited.

5.3.7. Not to use the burdened funds (credit funds, loan funds, etc.) for trading. If the User incurs losses related to the use of burdened funds for trading, the Company shall not be liable for their occurrence and shall not compensate the User for losses.

5.3.8. To be fully responsible for his/her actions when working with the account with the broker. For example, if the Client has $1000 in his/her account and the bot is on, he/she shall decide to make a full withdrawal. To do this, he/she shall first disable the bot in the Meta Trader, then close all transactions manually, only after that he/she shall be able to withdraw his/her funds in the account on the broker's website. Violation of this procedure may result in financial losses.

5.3.9. To keep confidential all the data for access to the trading account (login and password) and access to the bot settings in the Personal Account.

5.3.10. Not to post or otherwise transfer the deliberately false information on the principle and/or strategy of the Advisor Program to third parties; it shall be based solely on the official description.

5.3.11. To comply with all international, federal, state, local laws and regulations when using the Company's products.

5.3.12. To comply with all the terms and conditions set forth herein, as well as amendments that the Company may make at its discretion over time.

5.3.13. Not to interfere with the work of the Advisor Program and the Company.

5.3.14. To report all violations of the terms and conditions hereof committed by other Clients.

5.3.15. Each Client shall be personally responsible for paying taxes on any income from the Company. The Company shall not be liable for tax evasion of its Clients.

5.3.16. Not to attract the Company Clients to participate in other projects with a similar system and products. For this Clause violation, the Company shall be entitled to block the Client's account. In this case, the lost commissions as a result of blocking or arresting of the account shall not be refundable.

5.3.17. Not to register, as well as not to incline the Clients already registered in parallel and/or upstream, downstream branches of the Binary Tree Structure to registration. For this Clause violation, the Company shall be entitled to lock the account of the Client who has registered an existing Client, as well as a new account of the existing Client. In this case, the lost commissions as a result of locking or suspension of the account shall not be refundable.

5.3.18. When using the Advisor Program, the Client shall be obliged:

5.3.18.1. To comply with the current legislation of the Client's country of residence, the terms and conditions hereof and other special documents of the Company.

5.3.18.2. To provide accurate, complete and current data upon registration.

5.3.18.3. To inform the Company on the unauthorized access to the personal page and/or use of the Client's password and login.

5.3.18.4. Not to provide other Clients with access to his/her own personal page or to the individual information contained on it in case this may lead to a violation of the law of the Client's country of residence and/or the terms and conditions hereof and special documents of the Company.

5.3.18.5. To keep confidential and not provide other Clients and third parties with personal data (including, but not limited to home

addresses, phone numbers, e-mail addresses, passport data, banking information) and information on the private life of other Clients and third parties, that became known to him/her as a result of communication with other Clients and other use of the Advisor Program, the Company's website without obtaining the prior permission of the latter.

5.3.18.6. To back up the information important for the Client stored on his/her personal page.

5.3.19. If there is any doubt regarding the legality of certain actions, including the posting of information or providing access, the Company recommends abstaining from the latter.

5.4. The Client shall be entitled:

5.4.1. To use the Company products in accordance with the terms and conditions hereof.

6. **Prohibitions and Limitations**

6.1. The Client shall not be able to assign any rights or delegate any obligations hereunder without the prior written consent of the Company. Any attempt to assign or delegate the rights without the written consent of the Company gives the Company the right to contest the Client's actions.

6.2. Due to legal and tax aspects, the Company shall be forced to limit the sale of its products and the presentation of its capabilities to the Clients in the countries where such activities may be considered illegal. Consequently, the Client shall not be entitled to sell or advertise the Company products or to promote opportunities in countries and territories that have not been formally agreed with the Company. The Client needs to agree the recommendations and a strategy for selling products in certain countries with the Company at: www.nox.bz@gmail.com.

6.3. The Clients shall not be able to use or try to register any Company trade names, trademarks, service names, service marks, product names or any derivatives thereof as Internet domain names.

6.4. The use of the Company trade names, trademarks, design or symbols by any persons, including Company Clients, without prior written permission of the

Company are prohibited. The Clients shall not be able to sell or distribute the recordings of any events and performances of the Company by their representatives without the written permission from the Company, and the Clients shall not be able to sell or use the audio and video recordings of any Company presentations for their personal purposes.

6.5. The Clients shall not respond to media inquiries regarding the Company, its Products or Services. All requests from any media shall be immediately transferred to the Company's marketing department.

6.6. The Client shall be forbidden to use verbal and written statements made in relation to the Company, the Services or the Marketing Plan of the Company, which are not explicitly contained in the official materials and documents of the Company, which may mislead the potential Clients.

6.7. The Client shall fully be responsible for all his/her oral and written statements made in relation to the Company, the Services or the Marketing Plan of the Company, which are not explicitly contained in the official materials and documents of the Company.

6.8. The agreement between the Company and its Clients shall not create labor or agent relations. The Clients shall not be considered as Company's employees for the purposes of the federal, regional, local or other taxation provided for by the laws of the resident's country. All Clients shall be personally responsible for the deduction of local, regional, federal and other taxes provided for by the legislation of the resident's country from all compensations and rewards received by the Client from the Company.

6.9. The Company name and other names that may be approved by the Company are its own trade names, trademarks and service marks. The use of the Company name or logo (Company projects) on any product not manufactured by the Company is prohibited.

6.10. The persons under the age of 18 shall not be able to participate in the Company's marketing plan and receive a money reward for recommending the Company services. The Client shall no be personally responsible for violation of this Clause, as well as for misleading the Company regarding his/her age by entering false information upon registration.

6.11.   The Client shall not be entitled to sell, transfer, give, or perform other legal actions to transfer the account to third parties.

6.12.   In case of the Client's death, his/her account may be transferred to his/her heirs. The Company shall be provided with appropriate legal documents to ensure the correct transfer of the account. The heir shall acquire the rights to all Bonus Points and other rewards of the deceased Client if the following terms and conditions have been fulfilled. The Successor(s)/Candidate(s) shall:

6.12.1.   Comply with the terms and conditions hereof and other Company regulations.

6.12.2.   Conform to the terms and conditions hereof and other regulations.

6.13.   To transfer the account by inheritance, the Successor/Candidate shall provide the Company with the following documents:

6.13.1.   Scan of the original Death Certificate.

6.13.2.   A notarized copy of the will or other document certifying the Successor's/Candidate's right to inherit the account.

6.14.   When using the Advisor Program, the Client shall be prohibited from:

6.14.1.   Falsifying the information on himself/herself, his/her age, or his/her relationships with other individuals or organizations.

6.14.2.   Misleading the Clients regarding their identity using the login and password of another registered Client.

6.14.3.   Downloading, storing, posting, distributing and providing access or using otherwise the intellectual property of the Clients and third parties unlawfully.

6.14.4.   Using the software and taking actions aimed at disrupting the normal functioning of the Advisor Program, the Company's website and its services, or the personal pages of the Clients.

6.14.5.   Downloading, storing, posting, distributing and providing access or using otherwise viruses, Trojans and other malicious programs.

6.14.6.   Using the automated scripts (programs) for collecting the information from the Advisor Program on the Company's website and (or) interacting with the website and its services without special permission from the Company.

6.14.7. Trying to gain access to the login and password of another Client in any way, including, but not limited to, by foul means, breach of trust, hacking.

6.14.8. Collecting and processing the personal data of other persons unlawfully.

6.14.9. Posting any other information that, in the Company's personal opinion, is undesirable, shall not meet the goals of creating an Advisor Program, infringes the interests of Clients or is undesirable for posting on the Internet for other reasons.

6.14.10. In case of violation of one of the Clauses of Section 6 hereof, the Company shall be entitled to lock or suspend the Client's account, as well as delete the necessary information from the Client's page. In this case, the lost commissions as a result of locking or suspension of the account shall not be refundable.

7. **Termination of the Agreement**

7.1. Forced termination. The Client's violation of any terms and conditions hereof, including any amendments that may be made by the Company at its discretion, may lead to the forced unilateral termination hereof. In this case, the lost commissions as a result of termination hereof, locking or suspension of the account shall not be refundable.

7.2. Voluntary termination. The Client shall be entitled to terminate the Agreement at any time for any reason. An application for termination hereof shall be submitted in written electronic form and sent by e-mail to: www.nox.bz@gmail.com. The written notice shall contain the Client's signature, his/her name, e-mail address, personal ID number, login from this account.

8. **Miscellaneous**

8.1. The Client agrees that being a Client he/she is not an employee, co-owner of the Company. The Client agrees that he/she will be fully responsible for paying all expenses incurred by him/her, including travel, meals, accommodation, secretarial services, office, long-distance calls and other expenses associated with the use of the Advisor Program.

8.2. The Client acknowledges that he/she shall not be considered as an employee for the purposes of the federal, regional and local taxation by the Company. The Company shall not be liable for withholding and shall not withhold or deduct the taxes to the insurance fund or any other taxes provided for by the legislation of the resident's country from the reward made by the Company to the Client.

8.3. If any provision hereof is declared invalid or null and void, only that part of the provision that has been declared invalid or null and void shall be separated from the Agreement in order to make the necessary amendments to obtain legal force. The Agreement retains its integrity and legal force.

8.4. An electronic file or a facsimile copy hereof shall be equal to its original in all respects.

8.5. The Company shall not be liable for any promises and guarantees given by the Client to anyone if they contradict the systems for accruing Bonus Points approved by the marketing plan and the conditions of the documents of the Company located on the official Company's website at https://nox.bz. In this regard, the Client shall familiarize himself/herself with all documents located on the website, as well as brochures and notices of the Company, and adhere to all terms and conditions of the Company.

8.6. The Client acknowledges that he/she is not an employee of the Company. In this regard, the Client shall not be entitled to create any legal relations with the Company or to act on its behalf.

8.7. The Company provides services specified in the subject matter hereof. In this regard, the Company shall not guarantee that the Client is able to earn money using these services. The reason for this is that the Company is engaged in the sale of the product and is not engaged in and will never be engaged in the sale of the opportunity to make money. It is also important to note that the examples used in the Company presentation or in its marketing materials are intended solely to help understand the principle of the marketing plan. These examples are fictitious, intended for educational purposes; they are by no means an example, guarantee or forecast of the income or profit that an individual will receive as a Company Client.

8.8. To achieve maximum accuracy of the law interpretation, the Company shall disclaim all warranties of any kind, namely, guarantees of merchantability, fitness for a particular purpose and non-violation of intellectual property rights. The Company shall not give any guarantees that the products will meet the requirements of its Users, the services will be provided regularly, quickly, safely and without errors, or that the results that may be obtained from the Company's products will be accurate and reliable. The materials uploaded to the website or otherwise obtained using software and services shall be used at the Client's own risk. The Client shall be personally liable for any damage caused to the User's computer systems or mobile devices or data loss that occurred as a result of downloading such materials. The Client acknowledges and agrees that his/her use of the services is at his/her own risk

8.9. The Client receiving commissions and rewards from the Company provided for by the marketing plan described herein shall be personally responsible for statutory compliance of his/her country regarding the hard currency earnings repatriation, currency regulation and currency control.

8.10. Limitation of liability of the Company:

8.10.1. The Advisor Program, the Company's website and its services, including all scripts, applications, content and website design, shall be delivered "as is". The Company disclaims all warranties that the website or its services may be suitable or may not be suitable for specific purposes of use. The Company shall not be able to guarantee and shall not promise any specific results from the use of the website and/or its services.

8.10.2. In order to avoid misunderstandings, the User shall observe precautions when downloading from the website or using links located on it and using any files, including software. The Company strongly recommends using only licensed, including antivirus, software.

8.10.3. Using the Advisor Program and the Company's website, the Client agrees that he/she downloads any materials from the Company's website or with its help at his/her own risk and shall be personally responsible for the possible consequences of using these materials, including damage

that may cause to the User's computer or to third parties, for data loss or any other harm.

8.10.4.   Under no circumstances the Company or its representatives shall be liable to the User or to any third parties for any indirect, incidental, unintentional damage, including lost profits or lost data, real injury or business reputation damage caused by the Advisor Program, website, website content or other materials that you or other persons have accessed through the Advisor Program and/or website, even if the Company has warned or pointed out the possibility of such harm.

8.11.   The Client acknowledges that he/she has read, understood and agrees to the terms and conditions hereof, and also agrees that it is an exclusive and complete statement hereof between the Parties and shall replace and combine all previous offers and agreements, oral or written, concerning the subject matter hereof.

8.12.   Unless the contrary is proved, any actions performed using his/her login and password shall be considered to be taken by the relevant Client. In case of unauthorized access to the login and password and/or the Client's personal page, or distribution of the login and password, the Client shall be obliged to inform the Company immediately.

8.13.   In case of disagreement of the Client herewith or its updates, the Client shall be obliged to refuse to use it having informed the Company.

8.14.   All disputes and disagreements between the Parties shall be settled through negotiations. If the Parties are unable to settle the disputes or disagreements on their own, they shall settle them in court at the defendant's location.

8.15.   Refund Policy.

8.15.1.   To return the funds spent for the service package, the Client shall contact the Company's support service at www.nox.bz@gmail.com within 24 hours from the date of payment. For US citizens, a refund for the package purchase shall be possible within 30 days from the first purchase of any of the service packages.

8.15.2.   When canceling a service package, the access to the Personal Account shall be locked. The restoring access to the Personal Account becomes

impossible for the Client. The re-registration after canceling the package becomes impossible.

8.15.3. Upon the service package cancellation, all Points accumulated under the Affiliate Program shall be canceled.

8.15.4. Upon the service package cancellation, the payment system commissions shall not be refundable.

8.15.5. The service package cancellation shall not be possible after receiving the first reward under the Affiliate Program.

8.15.6. After upgrading to a more expensive service package, it shall be impossible to cancel the package.

8.15.7. When the service package is canceled, a subscription fee shall be refunded in proportion to the number of days remaining until the end of the period of validity of the package.

8.15.8. Subject to all terms and conditions of the Refund Policy, the Company shall make a refund within 14 business days.

8.16. This Agreement is an offer. In case of actual payment by the Client, the absence of a hard copy hereof signed between the Parties, containing the signatures and seals of the Parties, shall not be a reason to consider this Agreement as not concluded. The payment in accordance with the Order shall be considered an the Client's acceptance.

8.17. The Company withholds six percent of the amount when withdrawing funds from the balance in the Users' personal cabinet as a commission fee.

8.18. When refilling the Main balance, a Client shall specify the amount he/she is going to spend on services considering that these funds cannot be returned if he/she refuses from services, no longer needs it, etc.

8.19. Funds from the Client's Main balance can be used only for:

8.19.1. Extension of existing services or payment for new services.

8.20. Bonus balance funds can be used only for:

8.20.1. Extension of existing services or payment for new services.

8.20.2. Transfer to other NOX users via internal system. The funds will be transferred to receivers' Main balance and can only be used by them to extend existing services or to pay for new services.

8.20.3. Withdrawal to an account (bank, electronic, etc.) outside of the NOX system.

8.20.4. Create a coupon. Coupons are created by users with its chosen denominations. Coupons can be used by other users of the system to refill the Main balance, the funds from which can only be used to extend the existing or pay for new services. The coupon created can only be transferred by its owner. The Company is not involved into this process. Upon creation of a coupon, an amount equal to the value selected by the user is deducted from the user's Bonus balance.

9. **Intellectual Property Rights**

9.1. The exclusive rights to Content posted on the website and in the Advisor Program.

9.1.1. All items placed in the Advisor Program on the Company's website, including design elements, text, graphic images, illustrations, videos, scripts, programs, music, sounds and other objects and their collections (the "Content") shall be items covered by exclusive rights of the Company, website partners and other copyright holders, all rights to these items are protected.

9.1.2. Any use of the Advisor Program, the Company's website or content, except as permitted herein or in case of the express consent of the copyright holder to such use, without prior written permission from the copyright holder, shall be strictly prohibited.

9.1.3. Unless otherwise expressly provided herein, nothing herein shall be considered as a transfer of exclusive rights to the Content.

9.2. Liability for exclusive right violation.

9.2.1. The Client shall be personally responsible for any Content or other information that he/she downloads or otherwise brings to the public (posts) on the Company's website or with its help. The Client shall not be entitled to download, transfer or post the Content on the Company's website if he/she has no appropriate rights to take such actions acquired or transferred to him/her in accordance with the legislation of the Client's country.

9.2.2. Third Party Sites and Content. If the Client decided to leave the Company's website and go to the third-party websites or use or install third-party programs, he/she shall do this at his/her own risk.

10. **Liability of the Parties**

10.1. The Company and the Client shall be liable for non-fulfillment or improper fulfillment of their obligations, under the current legislation and this Agreement.

10.2. The Parties shall be exempted from liability in case of force majeure resulted in non-fulfillment or improper fulfillment of obligations hereunder.

10.3. The Company shall not be liable for delays or failures in the fulfillment of its obligations if the reasons for their occurrence are beyond its control. This includes, but is not limited to, strikes, work stoppages, riots, wars, fires, deaths, government orders or orders of other authorities.

10.4. The Company shall not be liable for late payments due to force majeure beyond its control, which occurred through no fault of the Company.

10.5. In case of questions or assumptions regarding the accrual of Bonus Points and other rewards, reports on the work of subordinate organizations or errors regarding payments, the Client shall notify the Company on this in writing at www.nox.bz@gmail.com within 30 days from dates of the estimated error. The Company shall not be liable for any errors, omissions or problems that it has not been notified within 30 days.

10.6. The Company shall not be liable for temporary failures and interruptions in the work of the Advisor Program and/or the Company's website and the information loss caused by them. The Company shall not be liable for any damage to the Client's any other person's computer, mobile devices, any other equipment or software, caused or related to the downloading of materials from the Company's website or via the links posted on the website.

10.7. The Company, as well as its parent and subsidiary companies, officers, shareholders, employees, successors and agents, shall not be held liable in respect of all claims arising from its Clients' actions. The Company shall not be held liable in respect of losses, fines, penalties or other recoverables related to the Client's illegal activities.

10.8. If the Company establishes the fact that the User provides false information on himself/herself upon registration in the system or during its further use, then the bot's performance will be limited by the Company unilaterally. If the User incurs any losses related to the bot's performance limitation under this Clause, the Company shall not be liable for their occurrence and shall not compensate the User for losses. This Clause shall not apply to cases specified in Clause 10.9 hereof.

10.9. If the Company establishes the fact that the User provided false information on his/her nationality (the User indicates the country not being his/her nationality) upon registration in the system or during its further use and made an attempt to avoid paying VAT, then the corresponding tax amount, payable in accordance with the legislation of the country of his/her nationality, will be deducted from the User's balance in his/her Personal Account. The bot shall cease to create new transactions when trading on Forex until the User's balance becomes positive.

10.10. This Agreement is made in Russian and English; the English version hereof shall be binding.