

## CUSTOMER AGREEMENT

Inanomo Finance Ltd. (hereinafter, “**the Company**”) with its registered address at: The Financial Services Centre P.O. Box 1823, Stoney Ground, Kingstown, VC0100, St. Vincent & the Grenadines, registration number 22800 IBC 2015, as one Party, and the Person (natural person or legal entity, except stateless persons; individuals under 18 years of age; as well as citizens and legal entities of countries in which the Company does not provide the specified services) completing the registration form for opening a personal account (“**Inanomo Account**”) with the Company (hereinafter, “**the Customer**”) as the other Party and jointly referred to as the Parties, have entered into this Agreement on the terms of a public offer:

### **1. Subject of Agreement**

- 1.1. This Agreement establishes general procedures for the Customer’s use of the Inanomo Services, and the rights and obligations of the Parties, and sets the rules relating to the regulation of any other issues arising from the subject of this Agreement.
- 1.2. Generation (registration) of an Inanomo Account through inanomo.com or any of our associated websites by the Customer or, upon the Customer’s consent, by a representative of the Company, use of APIs, or mobile applications (collectively the “**Inanomo Services** ”), shall be deemed unconditional acceptance of the terms of this Agreement.
- 1.3. The Customer accepting the terms of this Agreement, thereby automatically accepts the terms of the following Company documents published on the Company Website:
  - 1.3.1. Risk Declaration;
  - 1.3.2. Privacy Policy;
  - 1.3.3. Other documents accepted and implemented by the Company from time to time.
- 1.4. The documents mentioned in paragraph 1.3 hereof shall be an integral part of this Agreement by reference, without their actual inclusion (incorporation) into this Agreement.
- 1.5. This Agreement and the regulatory documents listed above will hereinafter be jointly referred to as “**Regulatory Documents**”.
- 1.6. The Customer shall confirm that they have read, understood and accept all of the terms and conditions contained in the Regulatory Documents and shall admit their unconditional mandatory character and their applicability to relationships arising from this Agreement. The Customer may consult the Company if they have any question with regard to this Agreement. However, regardless whether they have carefully read through this Agreement before using Inanomo Services, they shall be bound by this agreement as long as they use Inanomo Services. They shall not claim to void or rescind this Agreement on the ground that they did not read this Agreement, or they did not receive any respond from the Company to their consultation. They hereby promise to accept and observe this Agreement. If they do not agree to this Agreement, they shall immediately stop registration/activation or stop using Inanomo Services.
- 1.7. The Company may make or amend to the specified Regulatory Documents from time to time as needed, and announce the same on the Company Website, without any individual notice to you. The amended documents shall come into effect immediately and automatically upon being announced on the website. If the Customer does not agree to the relevant amendment, they shall immediately stop using Inanomo Services. If they continue using Inanomo Services, they shall be deemed as having accepted the amended agreement and rules.

### **2. Inanomo Services**

#### **2.1. Inanomo Wallet**

- One or more hosted fiat and digital currency wallets enabling the Customers to store, track, transfer, and manage their balances of certain supported fiat and digital currencies (like Bitcoin or Ethereum).
- Inanomo Wallet service enabling the Customers to work with other Inanomo Services to fill or withdraw their accounts at marketplace and investing service.

- Inanomo Wallet service enabling the Customers to transfer fiat or digital currencies to other Inanomo Services' users.

## 2.2. Inanomo Marketplace

- Inanomo Marketplace service offers an order book for various Digital Currency and Fiat Currency trading pairs (each an 'Order Book').
- Inanomo Marketplace service enabling the Customers to buy and sell Digital Currencies or Fiat Currency in transactions with other Inanomo Services' users.

## 2.3. Inanomo Investment

- Inanomo Investment service offers a platform for executing Customers' orders to perform trading operations (hereinafter referred to as the 'Transaction') in international exchange and over-the-counter markets, non-trading operations.
- Inanomo Investment service enabling the Customers to access to Managed Accounts (a trading account enabling the Manager to use their own capital and the pooled capital of Investors for Management for the purpose of making profit).

2.4. We refer to the Inanomo Wallet, Inanomo Marketplace and Inanomo Investment Services, APIs, and mobile applications together as the "**Inanomo Services**".

## **3. Representations and warranties of the Customer**

3.1. To be eligible to use the Inanomo Services, the Customer must declare and guarantee that at the time of the conclusion of this Agreement:

3.1.1. If the Customer is a natural person:

- 3.1.1.1. The Customer is of sound mind and clear memory, has reached the age of majority, has no limitations in capacity, and is fully legally accountable;
- 3.1.1.2. The Customer has personally filled out the registration form of the Personal Account;
- 3.1.1.3. The performance of this Agreement will in no way entail statutory non-compliance by the Customer, or violation of any other valid obligations of the Customer before any third parties;
- 3.1.1.4. The performance of this Agreement will in no way entail a violation of the prescriptions of any decision of the competent court or administrative body that is binding and valid in relation to the Customer;
- 3.1.1.5. The Customer is not a resident or tax resident of the United States of America, Iraq, Iran, or North Korea.

3.1.2. If the Customer is a legal entity:

- 3.1.2.1. The Customer is duly established and legally exists in accordance with the laws of the country of its registration;
- 3.1.2.2. The Customer is not registered in the United States of America, Iraq, Iran, or North Korea, and is not recognized as a legal entity within the jurisdiction of the above countries;
- 3.1.2.3. The person who filled out the registration form of the Personal Account on behalf of the Customer was duly authorized to do so;
- 3.1.2.4. The performance of this Agreement will in no way entail statutory non-compliance by the Customer, or violation of any other valid obligations of the Customer before any third parties;
- 3.1.2.5. The performance of this Agreement will in no way entail a violation of the prescriptions of any decision of the competent court or administrative body that is binding and valid in relation to the Customer;
- 3.1.2.6. If applicable, the Customer has duly obtained all the necessary corporate approvals related to the entering into and execution of this Agreement, as provided for by the corporate rules and procedures adopted by the Customer;
- 3.1.2.7. Any person performing this Agreement or performing any other actions related to the fulfillment of this Agreement on behalf of the Customer, is duly authorized by the latter to perform such actions and has no implied (indirect) restrictions imposed on it.

3.1.3. General guarantees applicable to all Customers:

- 3.1.3.1. The Customer has read, understood and fully accepts the terms of this Agreement, as well as the terms of all applicable Regulatory Documents of the Company posted on the Company Website.
- 3.1.3.2. All and any information provided by the Customer to the Company including the information provided for registration on the Company Website, is true, accurate and complete. The Customer providing misleading, inaccurate or incomplete information shall guarantee that all risks, including, without limitation, financial risks associated with such information, shall be sole responsibility of the Customer, without any exemptions or refusals;
- 3.1.3.3. The Customer is duly authorized to enter into this Agreement, to give inquiries and instructions, as well as to fulfill its obligations in accordance with the Regulatory Documents;
- 3.1.3.4. The Customer acts as a principal;
- 3.1.3.5. All trading systems used by the Customer are not aimed at exploiting possible vulnerabilities of the Company's software;
- 3.1.3.6. The Customer has not received any guarantees on the success of the Transactions with any financial instruments from the Company or any of the Company's employees, either officially or unofficially, and has not entered into this Agreement with the expectation or confidence in the possibility of obtaining such guarantees in the future.

If the Customer does not have the said capacity, you and your guardian shall undertake all consequences resulting from your actions and the Company shall have the right to cancel or freeze your account in addition to filing claims against you and your guardian for compensation.

- 3.2. Any of the above guarantees shall be valid at the time of entering into this Agreement, as well as during the whole term of this Agreement. Should any of the above guarantees prove invalid at any time, the Company reserves the right, at its sole discretion, to unilaterally terminate this Agreement, notifying the Customer accordingly by any of the methods specified in Section 11 of the Agreement.
- 3.3. The Company reserves the right, at any time and in its sole discretion, to request the Customer to provide evidence of the validity of any of the above guarantees. In the event that the Customer refuses to fulfill the obligation provided for herein, the Company reserves the right, at its sole discretion, to unilaterally terminate this Agreement by notifying the Customer by any of the methods specified in Section 11 of the Agreement.

#### **4. Registration and Account**

- 4.1. In order to use the Inanomo Services, the Customer will need to register for an Inanomo Account by providing their name, an e-mail address, password, and accepting the terms of this Agreement and our Privacy Policy (the Regulatory Documents). The Customer shall provide their real name, ID type, ID number and other information required by the laws and regulations. If any information the Customer has provided during the registration is inaccurate, the Company will not take any responsibility and any loss, direct or indirect, and adverse consequence resulted therefrom will be borne by the Customer. Inanomo Accounts can only be used by the person whose name they are registered under. the Company reserves the right to suspend, freeze, or cancel accounts that are used by persons other than the persons whose names the accounts are registered under. the Company will also not take legal responsibility for these accounts. We may, in our sole discretion, refuse to open an Inanomo Account for the Customer.
- 4.2. The Customer agree to provide the Company with the information required for the purposes of identity verification and the detection of money laundering, terrorist financing, fraud, or any other financial crime and permit the Company to keep a record of such information. The Customer will need to complete certain verification procedures before they are permitted to use the Inanomo Services and access to one or more Inanomo Services, including certain transfers of fiat and digital currencies. The information the Company request may include certain personal information, including, but not limited to, Customer's name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification number, and information regarding their bank account (such as the name of the bank, the account type, routing number, and account number). In providing the Company with this or any other information that

may be required, the Customer confirm that the information is accurate and authentic. The Customer agree to keep the Company updated if any of the information they provide changes. The Customer authorise the Company to make the inquiries, whether directly or through third parties, that the Company consider necessary to verify Customer's identity or protect they and/or the Company against fraud or other financial crime, and to take action the Company reasonably deem necessary based on the results of such inquiries. When the Company carry out these inquiries, the Customer acknowledge and agree that their personal information may be disclosed to credit reference and fraud prevention or financial crime agencies and that these agencies may respond to our inquiries in full. This is an identity check only and should have no adverse effect on Customer's credit rating.

- 4.3. The entrance to the Inanomo Account is protected by a password, which is set by the Customer independently when registering on the Company Website. All instructions executed through the Inanomo Account with a password entered are considered personally executed by the Customer. This means that the Customer bears full and direct responsibility for the fulfillment of any of their obligations under the transactions performed in the Inanomo Account.

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

### 5.1. The Customer shall:

- 5.1.1. Provide the Company with information required and sufficient for setting up an Inanomo Account. All information provided by the Customer, including the information on the Customer's trading experience and implementation skills, investment and any other financial transactions, shall be correct, accurate, up-to-date and complete.

The Customer shall also undertake to promptly notify the Company of any changes in this information by any of the methods specified in Section 9 of the Agreement.

- 5.1.2. Strictly comply with the requirements of the Regulatory Documents;
- 5.1.3. Observe the legislation applicable to the Customer and abstain from the use of the Inanomo Account for criminal or any other illegal purposes;
- 5.1.4. Not disclose to third parties any access codes or other information, including any data required for the transfer of the Company's instructions for transactions, investment operations and money transfers, except as expressly provided in this Agreement;
- 5.1.5. Notify the Company of the fact of the transfer of funds to the Company's account using any of the methods provided for by the Company. The list of methods for transferring funds to the Company's account is published on the Company Website;
- 5.1.6. Perform other duties established by this Agreement.

### 5.2. The Customer has the right to:

- 5.2.1. Perform transactions using any trading platform provided by the Company, which includes the processing and transmission of the data submitted by the Customer using a personal computer or any other device connected to the Internet, in a manner chosen by the Customer;
- 5.2.2. Make investments in managed accounts;
- 5.2.3. Buy or/and sell Digital Currencies or Fiat Currency on Inanomo Marketplace;
- 5.2.4. Contact the Company to obtain clarifying information on quotes;
- 5.2.5. Receive any information about the status of the Inanomo Account upon request, subject to the technical possibility of transmitting such information at the time of the request;
- 5.2.6. Manage all the funds available on the Balance Account of the Inanomo Wallet, including the right to transfer these funds to their accounts at marketplace and investing service (Investment Accounts or/and Trading Accounts);
- 5.2.7. Replenish their Balance Account and withdraw funds from their Balance Account in accordance with the procedure established by the Regulatory Documents;
- 5.2.8. Enjoy other rights established by this Agreement.

- 5.3. The Company shall:
- 5.3.1. Provide the Customer with information that the Customer is entitled to receive under the Agreement;
  - 5.3.2. Perform Transactions under the Customer's instructions, in accordance with this Agreement and the Regulatory Documents of the Company;
  - 5.3.3. In accordance with the procedure established by this Agreement, make payment to the Customer when due;
  - 5.3.4. Transfer to the Balance account of the Inanomo Wallet the funds received from the Customer in accordance with the procedure established in this Agreement;
  - 5.3.5. Perform other duties established by this Agreement.
- 5.4. The Company has the right to:
- 5.4.1. Require the Customer to provide the Company with information required and sufficient for proper identification of the Customer when setting up an Inanomo Account with the Company, making Transactions, Trading or/and Investment Operations and/or depositing or withdrawing funds;
  - 5.4.2. Reject the Customer's transactions in case of the Customer's failure to provide the information specified in Paragraph 5.1.1 of this Agreement, or in the event that the identification data of the Customer is incorrect or misleading;
  - 5.4.3. Demand from the Customer proper fulfillment and/or compliance with the requirements of the Regulatory Documents;
  - 5.4.4. Terminate this Agreement unilaterally in the event of the Customer's improper fulfillment of its obligations under this Agreement, as well as in the event of the Customer's systematic violation of the Regulatory Documents, or in the event when there are sufficient grounds to assume that the Customer is attempting to illegally use the software provided by the Company and the funds transferred to the Company's account;
  - 5.4.5. Forcibly close the Customer's Inanomo Account in the event of unilateral termination of this Agreement according to Paragraph 5.4.4 hereof;
  - 5.4.6. To request from the Customer, for the purpose of their identification:
    - When the Customer is a natural person: an identity document;
    - When the Customer is a legal entity: registration and constituent documents and the documents confirming its status;
  - 5.4.7. Record telephone conversations, as well as messages transmitted via postal (electronic) services, facsimile and other communications, which in the event of a dispute related to the execution of this Agreement will be accepted by the Parties as evidence;
  - 5.4.8. Refuse to give the Customer any recommendations and/or consultations on issues related to the taxation of the Customer, as well as the tax regime of the transactions performed by the Customer;
  - 5.4.9. At its own discretion, refuse to set up (register) the Inanomo Account;
  - 5.4.10. Enjoy other rights established by this Agreement.
- 5.5. The Company may comply with the Customer's instructions or requests, even though such an operation may be disadvantageous for the Customer. The Company is not obliged, with the exception of the cases specified in this Agreement and the relevant Regulatory Documents, to monitor and notify the Customer about the status of their trading operation; send requests for additional margin; forcibly close any open position of the Customer. Unless it is specifically agreed otherwise, the Company is not obligated to attempt to perform the Customer's instructions at quotes more beneficial than those offered to the Customer through the trading platform.
- 5.6. The Customer does not have the right to demand investment/trading recommendations from the Company, as well as other information that can motivate the Customer to carry out trading operations.
- 5.7. The Company may in its sole discretion provide information, recommendations and advice to the Customer, but in this case it will not bear any responsibility for the consequences and profitability of such recommendations and advice for the Customer. The Customer acknowledges that in the absence of fraud,

willful default or gross negligence, the Company shall not be liable for any losses, costs, expenses and damages of the Customer resulting from inaccurate information provided to the Customer, including, but not limited to, information about the Customer's trading operations. While the Company retains the right to cancel or close any position of the Customer under certain conditions described in this Agreement or the relevant Regulatory Documents, all operations performed by the Customer as a result of such inaccurate information or error, however, will remain in force and are binding on both the Customer and the Company.

- 5.8. The Company, its partners or any of its affiliates may have a financial benefit, legal relationship or agreement regarding any operation in the Inanomo Account; or a financial benefit, legal relationship or agreement that conflicts with the interests of the Customer. As an example, the Company may:
- 5.8.1. Act as a principal with respect to any instrument and its own account by selling or buying an instrument from the Customer;
  - 5.8.2. Make an offer as counterparty for the trade operation of another Customer of the Company;
  - 5.8.3. Buy or sell a tool that the Company offers to the Customer;
  - 5.8.4. Provide consultations or other services to its partners or other Customers of the Company on tools or basic assets in which they are interested, despite the fact that this might conflict with the interests of the Customer.

The Customer shall agree and authorize the Company to act with respect to the Customer and for the Customer as the Company deems appropriate, regardless of a potential conflict of interest or the existence of some financial interest in relation to any operation performed in the Inanomo Account or in the trading platform, without prior notification of the Customer. The presence of a conflict of interest or financial benefit in relation to any operation performed in the Inanomo Account or in the trading platform should not affect the servicing of the Customer by the Company's employees.

- 5.9. The Company may act on behalf of the Customer from time to time, interacting with the persons with whom the Company or any of its affiliates have an agreement for the provision of goods or services. The Company shall guarantee that such agreements are entered into, where possible, in the best interests of the Customer, for example, such agreements allow access to information or any other services that would otherwise be unavailable.

## **6. Inanomo Wallet**

- 6.1. The Customer may at any time transfer funds to their Balance Account of their Inanomo Wallet at the Company.
- 6.2. The Customer can load funds (fiat and digital currency) into their Inanomo Wallet using one of the payment methods available on the Company Website, such as a credit or debit card, or bank transfer, or internet payment systems, or digital currency transfer ("**Digital Currency Transactions**") (the Inanomo Wallet will show loaded funds once we have received them). The Customer's Inanomo Wallet may hold funds denominated in different currencies and we will show the balance for each currency that they hold.
- 6.3. The availability of a method of payment depends on a number of factors including, for example, where the Customer are located, the identification information the Customer has provided to the Company, and limitations imposed by third party payment processors.
- 6.4. The funds are credited to the Balance Account only in the currency of that Balance Account. If the Customer has made a transfer to the Balance Account in a currency other than the currency of the Balance Account, the sum will be automatically converted into the currency of the Balance Account at the applicable exchange rate of the Company.
- 6.5. All costs associated with the transfer of funds by the Customer shall be borne in full by the Customer.
- 6.6. The Customer agrees that the Company will keep the Customer's funds in the bank servicing the Company (hereinafter referred to as the "Servicing Bank"). The Company reserves the right at any time in its sole discretion to replace the Servicing Bank.

#### 6.7. Digital Currency Transactions:

- 6.7.1. The Company will process Digital Currency Transactions in accordance with the instructions we receive from the Customer. The Customer should verify all transaction information prior to submitting instructions to the Company. Digital Currency Transactions cannot be reversed once they have been broadcast to the relevant Digital Currency network.
- 6.7.2. Once submitted to a Digital Currency network, a Digital Currency Transaction will be unconfirmed for a period of time pending sufficient confirmation of the transaction by the Digital Currency network. A Digital Currency Transaction is not complete while it is in a pending state. Digital Currency associated with Digital Currency Transactions that are in a pending state will be designated accordingly and will not be included in the Customer's Inanomo Wallet balance or be available to conduct Digital Currency Transactions.
- 6.7.3. The Company may charge network fees (miner fees) to process a Digital Currency Transaction on the Customer's behalf. The Company will calculate the network fee in its discretion, although we will always notify the Customer of the network fee at or before the time the Customer authorise the Digital Currency Transaction. A full list of Inanomo's fees can be found on the Company Website.
- 6.7.4. The Company may refuse to process or cancel any pending Digital Currency Transaction as required by law or any court or other authority to which Inanomo is subject in any jurisdiction.
- 6.8. Inanomo Wallet Services are available only in connection with those digital currencies that the Company supports, and this may change from time to time. The Company assume no responsibility or liability in connection with any attempt to use the Customer's Inanomo Wallet for digital currencies that we do not support.
- 6.9. The Customer will be able to see their Inanomo Wallet balance and transaction history using their Inanomo Account, including
- the amount of each fiat and digital currency the Customer have,
  - a reference to identify the payer and / or payee (as appropriate),
  - any fees charged,
  - the date of each transaction.
- 6.10. The Customer may, at its own risk, provide third parties with access to the Customer's Inanomo Wallet. If the Customer do, the Customer should be aware that by virtue of such access, that third party may access the Customer's transactional and other data, and / or may initiate transfers from the Inanomo Wallet.
- 6.11. **Operation of Digital Currency Protocols:**
- 6.11.1. Unless specifically announced on on the Company Website, the Company does not support metacoins, coloured coins, side chains, or other derivative, enhanced, or forked protocols, tokens, or coins which supplement or interact with a Digital Currency we support (collectively, "**Advanced Protocols**"). The Customer should not use their Inanomo Wallet or other Inanomo Services to attempt to receive, request, send, store, or engage in any other type of transaction involving an Advanced Protocol. Inanomo platform is not configured to detect and/or secure Advanced Protocol transactions. The Customer acknowledges and agrees that we have no responsibility whatsoever in respect of an unsupported Advanced Protocol.
- 6.11.2. The Company does not own or control the underlying software protocols which govern the operation of Digital Currencies supported on our platform: generally, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. The Company assume no responsibility for the operation of the underlying protocols and we are not able to guarantee their functionality, security, or availability.
- 6.11.3. The Customer acknowledges and accepts the risk that underlying software protocols relating to any Digital Currency they store in their Inanomo Wallet may change. In particular, the underlying protocols are likely to be subject to sudden changes in operating rules ("forks"), and such forks may materially affect the value, function, and/or the name of the Digital Currency the Customer stores in Inanomo

Wallet. This may result in holders of private keys containing a bitcoin balance receiving a corresponding amount of the new cryptocurrency on the newly created blockchain (“air-drop”).

6.11.4. Where possible, the Company may provide notices or alerts on forks on Company Website and the Customer must read such notices or alerts in order that the Customer may consider how to deal with upcoming forks. However, it is the Customer’s responsibility to make themselves aware of, and consider how to deal with, upcoming forks. In the event of a fork, there is a risk that the Company may need to temporarily suspend operations in relation to that fork without providing advance notice to the Customer. The Company may, in our reasonable discretion, decline to support any new cryptocurrencies, either or both branches of a fork.

6.11.5. The Customer acknowledges the risks presented by forks and the Customer accepts that the Company has no responsibility to assist the Customer to move or sell an unsupported branch of a forked protocol.

## **7. Inanomo Marketplace**

7.1. Inanomo Marketplace operates a central limit order book trading platform and settles trades in a number of Digital Asset and Fiat Currency Trading Pairs.

### **7.2. Orders:**

7.2.1. To place an Order on an Order Book, the Customer must have an Available Balance of the relevant Asset on the Customer’s Trading Account which is sufficient to cover the total value of the Order plus any applicable fees.

7.2.2. When the Customer places an Order, that quantity of the relevant Asset becomes subject to a Hold.

7.2.3. The Customer can place an Order as either a Limit Order, a Market Order, or a Stop Order.

7.2.4. The Customer may cancel an open Maker Order or Stop Order at any time before it is Filled. No fees are charged for canceled Orders.

### **7.3. Limit Orders:**

7.3.1. A Limit Order is an Order to buy or sell a specified quantity of an Asset at a specified price.

7.3.2. A Limit Order will only ever Fill at the specified price or a better price.

7.3.3. A Limit Order will be immediately posted to the Order Book (subject to any Time in Force Instructions) and can result in a Maker Order or a Taker Order, or an Order that is partially a Maker Order and partially a Taker Order.

7.3.4. Limit Orders may be placed with one of the following Time in Force Instructions:

- Good til canceled: if posted, the Order will remain on the Order Book until it is canceled by the Customer. This is the default Time in Force Instruction.
- Good til time: if posted, the Order will remain on the order book until a certain time is reached or the Order is canceled by the Customer.

### **7.4. Market Orders:**

7.4.1. A Market Order is an Order to buy or sell a specified quantity of an Asset at the best available price of existing Orders on the Order Book.

7.4.2. There is no guarantee that a Market Order will Fill at the price specified. A Market Order may Fill at a number of different prices, based on the quantity of the Market Order and the quantities of the existing Orders on the Order Book at the time.

7.4.3. Depending on the volume and prices of Orders on the Order Book at the time when a Market Order is posted, the Market Order may Fill at a price less favorable than the most recent trade price, in some cases significantly so. This is commonly referred to as ‘slippage’.

7.4.4. A valid Market Order will be immediately posted to the Order Book. A Market Order is always a Taker Order.

### **7.5. Stop Orders:**

7.5.1. A Stop Order is an instruction to post an Order to buy or sell a specified quantity of an Asset but only if and when the last trade price on the Order Book equals or surpasses the Stop Price.

- 7.5.2. Once a Stop Order has been placed, it is considered ‘active’ until it executes by posting the relevant Order when the Stop Price is triggered.
- 7.5.3. A Stop Order is not posted to the Order Book and is not visible to other Users, but any resulting Order is posted and visible.
- 7.5.4. A Stop Order can be placed as either a Stop Market Order, which posts a Market Order when the Stop Price is triggered, or a Stop Limit Order, which posts a Limit Order when the Stop Price is triggered.
- 7.5.5. A Stop Market Order is subject to slippage in the same way as ordinary Market Orders. A Stop Limit Order is not guaranteed to Fill.
- 7.5.6. Stop Orders may be placed with one of the following Time in Force Instructions:
- Good til canceled: if posted, the Order will remain on the Order Book until it is canceled by the Customer. This is the default Time in Force Instruction.
  - Good til time: if posted, the Order will remain on the order book until a certain time is reached or the Order is canceled by the Customer.
- 7.6. The Web Interface will display a warning to the Customers who attempt to place an Order which would completely or partially fill at a price which is more than 2% away from the last trade price (slippage warning).
- 7.7. Posting of Orders to the Order Book**
- 7.7.1. (Taker Order) If an Order is posted to the Order Book at the same price as one or more existing Orders, it is a Taker Order which will result in an immediate Fill at that price, to the extent of the total quantity of those existing Orders.
- 7.7.2. (Maker Order) To the extent that an Order is posted to the Order Book at a different price to all existing Orders, it is a Maker Order which will remain open at that price on the Order Book until:
- It is canceled by the Customer;
  - It expires due to a Time in Force Instruction;
- or
- It is completely Filled by one or more Taker Orders placed by another Users at the same price.
- 7.8. Matching Engine and Order Priority**
- 7.8.1. Inanomo Marketplace matches Taker Orders with Open Maker Orders on each Order Book based on Price-Time Priority.
- 7.8.2. Price-Time Priority means that each time a Taker Order is posted:
- 7.8.2.1. The Taker Order is matched with the earliest in time Maker Order at the best price on the Order Book; and
- 7.8.2.2. To the extent that the Taker Order is not completely Filled by that Maker Order, it is matched with any subsequent Maker Orders at that price, in the sequence those Maker Orders were posted; and
- 7.8.2.3. To the extent that the Taker Order is not completely Filled by one or more Maker Orders described above, it is matched with one or more Maker Orders at the next best price, in the sequence those Maker Orders were posted, and this process is repeated until the Taker Order is completely Filled.
- 7.8.2.4. All Users on Inanomo Marketplace are subject to the same Price-Time Priority.
- 7.8.2.5. Subject to Time in Force Instructions, an Order may be matched with a number of corresponding Orders at the same price.
- 7.8.3. Taker Orders are matched with the best available existing Maker Orders. This means that a Limit Order placed outside the market (i.e. a sell Order below the highest existing buy Order, or a buy Order above the lowest existing Sell Order) will be Filled by the best available existing Order rather than an existing Order with the same price as the Limit Order.
- 7.9. When a Maker Order is matched with a Taker Order, those Orders are Filled. An Order may be matched with and Filled by one or more Orders at the same price.

7.10. Inanomo Marketplace settles all Filled Orders immediately, by debiting and crediting the relevant balances of Assets in both Trading Accounts, containing Orders.

7.11. Subject to daily withdrawal limits the Customer may immediately withdraw all Assets in your Trading Accounts.

**7.12. Trading Fees:**

7.12.1. Inanomo Marketplace charges a fee for each Taker Order and each Maker Order that is posted to the Order Book.

7.12.2. The fee for Taker Order is charged in the Quote Asset and is calculated as a percentage of the Order quantity. The fee is charged by debiting your Available Balance for the amount of the fee at the time that the Taker Order is posted.

7.12.3. The fee for Maker Order is charged by debiting your Available Balance for the amount of the fee at the time that the Maker Order is partially or completely Filled. The fee is charged in the Quote Asset and is calculated as a percentage of the amount of the executed Order quantity.

7.12.4. Fees may vary between Order Books and trading volume of Asset. A full list of Inanomo's fees can be found on the Company Website

7.12.5. All Users pay the same trading fees. Inanomo Marketplace does not provide preferential or discounted fees.

**7.13. Restrictions on Order quantity:**

7.13.1. Order Minimums: All Orders placed on Inanomo Marketplace are subject to the following minimum order sizes:

Currency	Minimum
BTC	0.001
BCH	0.01
ETH	0.01
LTC	0.1
ETC	0.1
USD	10
EUR	10
GBP	10

7.13.2. Limit Order Minimums: Order minimums for Limit Orders are enforced on the base currency. For example, the ETH-BTC book has a minimum order size of 0.01 ETH, and the BTC-USD book has a minimum order size of 0.001 BTC.

7.13.3. Market Order Minimums: Order minimums for Market Orders are enforced as follows:

7.13.3.1. Buy Orders - order minimums are enforced on the quote currency. For example, the ETH-USD book has a minimum size of 10 USD.

7.13.3.2. Sell Orders - order minimums are enforced in the base currency. For example, the BTC-USD book has a minimum size of 0.001 BTC.

7.13.4. Order Maximums: All Orders placed on Inanomo Marketplace are subject to the following maximum order sizes:

Book	Base Currency	Quote Currency
BCH-EUR	50	600,000
BCH-BTC	200	30
BCH-USD	350	1,000,000
BTC-EUR	50	600,000
BTC-GBP	20	200,000
BTC-USD	70	1,000,000
ETH-BTC	600	50
ETH-EUR	400	400,000
ETH-USD	700	1,000,000
LTC-BTC	2,000	30
LTC-EUR	1,000	200,000
LTC-USD	4,000	1,000,000
ETC-BTC	5,000	30
ETC-EUR	5,000	100,000
ETC-USD	5,000	100,000

For example: on the ETH-BTC Order Book, orders denominated in ETH will be subject to a 600 ETH maximum, orders denominated in BTC will be subject to a 50 BTC maximum.

7.13.5. Updating Order Minimums and Maximums: Inanomo Marketplace will periodically update these Order Minimums and Order Maximums to reflect the current state of our marketplace and the notional value of the assets.

7.14. All Trades (Transactions) are Final. All Fills are final and will not be reversed unless:

7.14.1. Inanomo Marketplace is compelled to do so by any applicable law or regulation; or

7.14.2. Due to a serious technical error, Orders or Fills do not occur as specified in these Rules - in which case Inanomo Marketplace will make all reasonable efforts to restore all Users to the position they would have been in had the error not occurred.

7.15. Inanomo Marketplace may cancel Open Orders in the following circumstances:

7.15.1. Orders placed by the Customers who, in our sole discretion, have engaged in abusive use of the platform, for example, Market Manipulation, or using the API in a manner which unreasonably burdens the platform.

7.15.2. Orders which under the circumstances involve an obvious error with respect to price, quantity, or other parameters - a 'clearly erroneous transaction'.

7.15.3. If required by any applicable law or regulation, including specifically where Inanomo Marketplace is required to suspend or terminate an Inanomo Account.

7.15.4. If required for technical reasons.

- 7.16. All Users have equal access to the Inanomo APIs and Web Interfaces (together as the "**Customer Terminal**"). Inanomo Marketplace does not provide prioritized access to any User.
- 7.17. The Company has the authority to take any action deemed appropriate to preserve market integrity. Such actions include, but are not limited to, the halting of trading, modifying risk-mitigating parameters, restricting User access to Inanomo Marketplace, restricting order types to limit only, canceling orders resting in the order book, or any other actions deemed to be in the best interest of Inanomo Marketplace.
- 7.18. If technical reasons prevent or degrade Users' ability to place or cancel Orders, or prevent or degrade access to Inanomo APIs or the Web Interfaces or affect the operation of Inanomo Marketplace Order Books or matching engines, then the Company may, in its discretion, take one or more of the following actions in respect of one or more Order Books:
- Temporarily disable depositing or withdrawing Assets.
  - Cancel Open Orders.
  - Disable the ability to place new Orders (Cancel-Only Mode).
  - Disable sign-in.
  - Disable the Inanomo APIs.
  - Disable access to the Web Interface.
- 7.19. If access to Inanomo Marketplace through the Web Interface is unavailable for 5 minutes or longer, the Company will move Inanomo Marketplace to Cancel-Only Mode as soon as possible.
- 7.20. If Inanomo Marketplace is in Cancel-only Mode, it will be restored to fully operational only after access through the Web Interface becomes available for at least 5 minutes and the Company deems it safe to restore Inanomo Marketplace to fully operational.
- 7.21. The Company will notify the Customers of the move to or from Cancel-Only Mode via email.
- 7.22. Inanomo Marketplace does not use circuit breakers or automated trading halts based on predetermined price bands.
- 7.23. The Customers are prohibited from engaging in Market Manipulation. Market Manipulation of any kind is strictly prohibited. Market Manipulation is defined as actions taken by any market participant or a person acting in concert with a participant which are intended to:
- 7.23.1. Deceive or mislead other Users;
  - 7.23.2. Artificially control or manipulate the price or trading volume of an Asset; or
  - 7.23.3. Aid, abet, enable, finance, support, or endorse either of the above. This may include actions on Inanomo Marketplace and/or outside of Inanomo Marketplace.
- 7.24. Market Manipulation specifically includes, without limitation: front-running, wash trading, spoofing, layering, churning, and quote stuffing.
- 7.25. All Users have full and equal real-time access to Market Data. Market Data is made available through the Web Interface or the Inanomo APIs.
- 7.26. Market Data comprises the following:
- 7.26.1. All Limit Orders placed on the Order Book (price, quantity, and time).
  - 7.26.2. All canceled Orders on the Order Book (price, quantity, and time).
  - 7.26.3. All Fills or Executions (price, quantity, and time).
- 7.27. Market Data does not include the following:
- 7.27.1. Resting Stop Orders (Stop Orders that have been placed but not triggered)
  - 7.27.2. Any information about which User placed or canceled an order.
- 7.28. The Customer shall give instructions related to the performance of Transactions in accordance with this Agreement and any other information through the Web Interface or the Inanomo APIs.
- 7.29. The Web Interface and the Inanomo APIs may be used by the Customer solely for the purpose of making Transactions under this Agreement.

- 7.30. The Customer has no rights to the Web Interface and the Inanomo APIs, except for the right to access and use the Web Interface or the Inanomo APIs for the purposes of this Agreement during the term of its validity, which shall terminate with the expiration of the term of this Agreement.
- 7.31. The Customer may, at its own risk, provide third parties with access to the Web Interface and the Inanomo APIs, use the Web Interface or the Inanomo APIs for the purpose of training third parties, make copies, modify, decompile, study the structure and algorithm, convert the Web Interface or the nature of its functioning.
- 7.32. The Customer unconditionally agrees that the Company reserves the right to refuse to accept the Customer's instructions concerning the Transaction in certain cases provided for in this Agreement or the Regulatory Documents.
- 7.33. The Company is not obliged to monitor the status of the Customer's Trading Account and the Customer's compliance of the obligations established by this Agreement.
- 7.34. If the Customer's balance, taking into account all open positions on the Customer's Trading Account, becomes equal to or less than the level (of the margin used) indicated on the Company Website, the Company has the right to unilaterally liquidate one or all open positions.
- 7.35. Company rules may require liquidation of positions at a level that will be much lower than the level set by the Company. The Company's non-application of its rights in such cases should not be regarded as a refusal of the Company to exercise such rights in the future.
- 7.36. The company shall process the Customer's requests and instructions according to the relevant Regulatory Documents.
- 7.37. The Company has the right to reject any request or instruction of the Customer, if any condition of the relevant Regulatory Document was not met at the time of completion of the processing of such a request or instruction by the Company. However, the Company, in its sole discretion, despite the non-compliance with the provisions of the relevant Regulatory Document, may accept and execute such a request or instruction received from the Customer.
- If, after complying with the Customer's request or instruction, the Company discovers that some provision of the relevant Regulatory Document was violated, then the Company has the right to act in accordance with the relevant Regulatory Document.

**7.38. Scheduled Downtime:**

- 7.38.1. From time to time, Inanomo Marketplace suspend trading temporarily for maintenance or upgrades. Absent extenuating circumstances, Inanomo Marketplace will follow this process for closing and re-opening trading;
- Step 1: Announce Scheduled Downtime  
Announce scheduled downtime via email.
- Step 2: Scheduled Downtime Begins
- Step 3: Immediately after Scheduled Downtime is Completed  
All books enter Post-Only mode  
Announce the above via email  
To ensure a fair and orderly marketplace, Inanomo Marketplace Operations may in its discretion cancel all resting limit orders in an order book before moving the market to post-only mode or to limit-only mode
- Step 4: At least 10 minutes after Step 3; or longer if necessary  
All books enter Limit-Only mode  
Announce the above via email
- Step 5: At least 10 minutes after Step 4; or longer if necessary  
All books enter Full-trading mode  
Announce the above via email

## **8. Inanomo Investment** (Terms and conditions of access to managed accounts)

- 8.1. The Managed Account provides the Manager with the ability to manage its own capital and the cumulative capital of Investors from one trading account. The principle of operation of the Managed Account is the automatic distribution of profit and loss between the Manager and the Investors in proportion to the proportion of their funds in the total amount of the Managed Account Funds.
- 8.2. The Manager is the agent of the Investor in relation to the Investor's Funds and shall not exercise trust management within the Managed Account.
- 8.3. The Managed Account is managed exclusively by the Manager.
- 8.4. The right to deposit and withdraw Investor Funds is vested exclusively in the Investor.
- 8.5. All settlements and transfers to the Managed Account relating to the Remuneration and Gains of the Managed Account participants are performed exclusively by the Company.
- 8.6. The number of Managed accounts for one Manager is not limited.
- 8.7. The managed account offer is the established form of a proposal by the Manager to existing and potential Customers of the Company to invest their own funds or to raise foreign investments into the Managed Account of the Manager on certain conditions.
- 8.8. The offer consists of the following parameters:
  - 8.8.1. Minimum investment amount;
  - 8.8.2. Manager remuneration;
  - 8.8.3. The amount of the penalty for early (unscheduled) withdrawal of funds by the Investor;
  - 8.8.4. The duration of the Trade (investment) period;
  - 8.8.5. The amount of loss for one trading day which, when reached, stops trading on the Managed Account until the end of the day;
  - 8.8.6. The amount of loss for one trading period which, when reached, stops trading on the Managed Account until the end of the current trading period;
  - 8.8.7. An option for allocation of losses on the account between the Manager and Investors:
    - 8.8.7.1. The Manager shares the losses of the Investors (the Manager is responsible for the losses; the profit and loss are distributed between the Manager and the Investors):
      - When loss occurs:
        - The Manager receives the loss on its own funds and receives a portion of the amount of loss from the Investors' funds (negative remuneration);
        - Investors receive a portion of the loss (the same percentage as in the distribution of profits);
      - When profit occurs after loss:
        - The Manager receives the profit on its own funds and receives a portion of the amount of profit from the Investors' funds (positive remuneration);
        - Investors receive a portion of the profit. The previously received loss is not covered additionally.
    - 8.8.7.2. The Manager does not share the losses of the Investors (the Manager is not responsible for the losses):
      - When loss occurs:
        - The Manager receives the loss only on its own funds (no negative remuneration);
        - The Investors receive 100% of the loss amount on their own funds;
      - When profit occurs after loss:
        - The Manager receives the profit on its own funds but does not receive a part of the profit from the Investors' funds until the previously received losses of the Investors are fully covered;
        - The Investors receive 100% of the profit amount on their own funds until their previously received losses are fully covered.

- 8.8.8. Partner fees:
- 8.8.8.1. Remuneration calculated as a share of the amount of the Customers' funds raised by the Company's Partner to the Managed account paid from the own funds of the Manager of the Managed Account;
  - 8.8.8.2. Remuneration calculated as a share of the total profit received through the Customers' funds raised by the Partner of the Company to the Managed Account;
  - 8.8.8.3. Remuneration calculated as a share of the amount of the Customers' funds raised by the Company's Partner to the Managed Account paid from the own funds of the Manager of this Managed Account;
  - 8.8.8.4. Remuneration calculated as a share of the total profit received through the Customers' funds raised by the Partner of the Company to the Managed Account.
- 8.9. The Investor's accepting the Offer shall not be deemed as establishment of a contractual relationship between the Investor and the Manager and, as a result, shall not lead to their entering into a contract.
- 8.10. The duration of the Trading (investment) period is not limited, but shall be a multiple of 1 (one) calendar week.
- 8.11. The Trading (investment) period for all participants of the Managed Account starts at 00:00:00 UTC Monday.
- 8.12. The Trading (investment) period for all participants of the Managed Account ends at 23:59:59 UTC on the last Friday of the Investment Period of the Managed Account.
- 8.13. When the first crediting of the Manager's funds to the Managed Account occurs on a day other than Monday, the duration of the first Trading (investment) period will be decreased by the number of days that have passed since the beginning of the week. The next Trading (investment) period will begin in accordance with paragraph 6.11 of this Agreement.
- 8.14. When the first transfer of Investor's funds to the Managed Account occurs during the Trading (investment) period, the duration of the first Trading (investment) period for such an Investor will be equal to the number of days remaining until the end of the current Trading (investment) period of the Managed Account. The next Trading (investment) period will begin in accordance with paragraph 6.11 of this Agreement.
- 8.15. The end of one Trade (investment) period shall mean the automatic start of the next Trade (investment) period.
- 8.16. The manager has the right to hold open trading positions when the Trade (investment) periods are changed.
- 8.17. The funds of the Manager are the funds of the Manager transferred to the Managed Account to demonstrate that the Investors' interests will be protected.
- 8.18. The Investor's funds are the funds transferred by the Investor to the Investment Account associated with the Managed Account or automatically reinvested at the end of the Trading (investment) period.
- 8.19. The number of Investors for each Managed Account is unlimited.
- 8.20. An Investor can deposit funds into its Investment Account within the Managed Account either by way of transferring funds from its Balance Account, or by way of automatic reinvestment of the profits earned by the Investor on that Investment Account.
- 8.21. Funds shall be deposited into the Investment Account within the Managed Account in the Inanomo Account, by way of internal transfer from the Balance Account. The transfer of funds is carried out by the Company on the basis of the application filed by the Customer. No other input options are allowed.
- 8.22. Requests for depositing funds into the Investment Account under the Managed Account can be processed around the clock on any day of the week. The requests shall be fulfilled within the Computational time.
- 8.23. Withdrawals from the Investment Account within the Managed Account are carried out in the Customer's Inanomo Account by way of internal transfer to the Customer's Balance Account. No other withdrawal options are allowed.
- 8.24. When filing a withdrawal request, the Customer can choose one of the two types of requests:
- 8.24.1. **Unscheduled (early) withdrawal of funds;**

- 8.24.2. Scheduled withdrawal of funds (at the end of the Trading (investment) period).
- 8.25. Requests for withdrawal of funds from the Investment Account within the Managed Account can be processed around the clock on any day of the week. The requests shall be fulfilled within the Computational time.
- 8.26. In the event of an unscheduled (early) withdrawal by the Investor of its funds from the Investment Account, the funds minus the amount of the fine will be immediately transferred to the Investor's Balance Account, and the amount of the fine will be added to the Manager's funds. The Investor's funds transferred to the Balance account upon this withdrawal will not participate in the distribution of profit and loss in the nearest Computational Time.
- 8.27. In the event of Liquidation of the Managed Account, the invested funds shall be automatically transferred to the Investors' Balance accounts, taking into account profit or loss at the time of closing of the Managed Account. In this case, the Investor will not be subject to penalties.
- 8.28. Each member of the Managed Account may cancel its application for depositing or withdrawing funds at any time, up to the time of its fulfillment.
- 8.29. An application for withdrawal of funds from a Managed Account may be rejected by the Company when:
- 8.29.1. The funds on the Customer's Investment Account are insufficient to effect the transfer;
  - 8.29.2. The Company needs additional information from the Customer.
- 8.30. Liquidation of the Managed Account shall result in the termination of the operation of this Managed Account, the execution of calculations and the distribution of profit/loss between Investors and the Manager, the return of the calculated amount of the Investors' Funds to their balance sheet accounts. The liquidation of a Managed Account can be initiated by two parties:
- 8.30.1. Manager of the Managed Account;
  - 8.30.2. The company.

## **9. Settlements**

- 9.1. Mutual settlements will be performed at the request of any of the Parties.
- 9.2. When settlements are performed in relation to the Customer:
- 9.2.1. The funds due to the Customer under this Agreement shall be paid by the Company in the manner chosen by the Customer as the method of crediting funds under this Agreement in accordance with the procedure established by the Regulatory Documents;
  - 9.2.2. The income received by the Customer from the completed Transactions including investment in the Managed accounts and/or results of trades on Trading accounts, and the funds initially transferred by the Customer to their Balance Account will be subject to joint payment together;
  - 9.2.3. In the event when the Customer bears losses under the completed Transactions including investment in the Managed accounts and/or results of trades on Trading accounts, part of the funds initially transferred by the Customer to their Balance Account shall be payable, minus the losses and expenses actually incurred.
- 9.3. The Company shall not transfer funds to any third parties. Should the Customer order transfer of funds in the name or in favor of a third party, the Company will transfer funds in the name or in favor of a third party only if the Customer provides a documentary evidence of legal validity of such an instruction. All other transfers shall be made exclusively in the name and in favor of the Customer.
- 9.4. The Company reserves the exclusive right to determine whether the documentary evidence provided by the Customer indicated above is sufficient. In the event that the Company deems the documentary evidence provided by the Customer to be insufficient, the Company, at its sole discretion, will either transfer funds to the Customer's account or request the Customer for additional information necessary to make a decision on the above issue.
- 9.5. The parties agree that the Company will not bear any responsibility, including, but not limited to financial, for any consequences of the transfer of funds in favor of a third party specified by the Customer.

- 9.6. In the event when the total amount of the Customer's debt to the Company is equal to the total amount of the Company's debt to the Customer, the mutual monetary obligations of the Parties to each other shall be deemed automatically repaid, i.e. subject to netting.
- 9.7. In the event when the amount of money to be paid by one Party in accordance with this Agreement exceeds the amount of money to be paid by the other Party in accordance with this Agreement, the Party whose debt exceeds the debt of the other Party shall pay the other party the sum of the difference left after the mutual settlement, and only after this Party shall be considered free from mutual monetary obligations under this Agreement.
- 9.8. The Parties agree that the Company will not take any responsibility, including, but not limited to financial, for transferring funds owed to the Customer to an incorrect account, provided that such an account was specified by the Customer. In this case, the burden of financial expenses arising from the transfer of funds to the wrong account shall be borne solely by the Customer.
- 9.9. In the event when the Customer has enabled two-factor identification in their Inanomo Account, the parties have agreed that submitting requests for money transfer, changing personal data, as well as giving various instructions through the Inanomo Account, shall be accompanied by the Customer's authentication (identity verification) procedure by entering one-time authentication password contained in the SMS-message transmitted to their mobile phone number, or Push-notification/authentication code in a specialized mobile app of the Company.
- 9.10. The Customer hereby confirms and agrees that they will not lay claims or bring civil actions against the Company arising from the fact that the Company has performed any actions (payment, etc.) if such actions were taken, inter alia, on the grounds of the one-time password entered by the Customer as authentication, or on the grounds of confirmation of the operation by the Customer through the Company's specialized mobile application. The Customer hereby acknowledges and confirms that the Company reserves the right to use other methods of authentication.
- 9.11. A message about the introduction or canceling of any authentication method will be published by the Company on the Company Website.

## **10. Risks**

- 10.1. The Customer has been duly informed about the risky nature of the Transactions and Investment Operations carried out in accordance with this Agreement and that such risks may be very substantial.
- 10.2. When entering into this Agreement, the Customer shall accept and fully agree that during the fulfillment of the Agreement and as a result such fulfillment, the Customer acquires the opportunity to increase the amount of their own funds, but also risks to reduce the amount of their own funds up to zero.
- 10.3. Before starting to carry out practical activities and to perform Transactions with financial instruments, the Customer should learn to understand their nature, as well as to understand the principles and methods of dealing with the markets of financial instruments.
- 10.4. The Customer understands that, due to certain circumstances and factors, financial markets can be prone to undesirable situations that could significantly affect certain financial instruments, and as a result, the Transactions made by the Customer and the financial results of such transactions. The Customer acknowledges and agrees that in such an event, the Company may take any reasonable and sufficient actions that it deems necessary to take in order to protect the interests of the Customer and the Company. The Company shall not be liable for any damage resulting from such actions, including, but not limited to, financial damage.
- 10.5. Any positive or negative consequences of the Management will directly affect the Manager or the Investor and shall be the result of the Manager's activities. The Company providing access to the Managed accounts, will be liable neither for the actions of the Manager, nor for the actions of the Investor.
- 10.6. The Manager shall exercise management solely on their own behalf and responsibility.

- 10.7. The Company will never assess the professional competence of the Manager, their business and ethical qualities, and shall not bear any responsibility towards the Investor for any resulting expenses or loss of profit.
- 10.8. The Company will not guarantee any profit from the Managed Account Management either to the Manager or to the Investor, and warns them that no positive statistics on the use of a trading strategy in the past can guarantee trading success in the future.
- 10.9. The Investor and the Manager assume all and any possible financial losses in the form of direct losses or lost profits as a result of the following risks:
  - 10.9.1. Risk of the Manager's lack of qualification and knowledge necessary for the Department;
  - 10.9.2. Risk of intentional and/or unintentional non-observance of the interests of the Investors, or risk of fraudulent actions of the Manager in relation to the Investors funds;
  - 10.9.3. Risk of the Manager's loss of control over the Managed account, as well as the risk of third party access to the Managed Account Management;
  - 10.9.4. Risk of misunderstanding, incomplete understanding or misinterpretation of the Manager's Offer by the Investor;
  - 10.9.5. Risk of unforeseen delays in transferring funds between accounts, as well as the risk of untimely performance of instructions to deposit and withdraw funds caused by no fault of the Company or caused by circumstances beyond the control of the Company (force majeure);
  - 10.9.6. Risk of liquidation of the Managed Account;
  - 10.9.7. Risk of transition to a new Investment period as a result of the late submission of an application for planned withdrawal of funds for technical or other reasons beyond the control of the Company. The Company is under no circumstances responsible for the occurrence of the above risks and for their consequences for the Managed Account participants.
- 10.10. The customer shall give full consideration to whether they can financially afford to enter into this Agreement, both at the time of entering into the Agreement and after it.
- 10.11. The Customer understands and acknowledges that there are and there will be risks associated with the technical aspect of performing the Transactions. Such risks include, but not limited to, poor communication, failure or malfunction of equipment or software, etc. The Customer agrees that the occurrence of risks associated with the technical aspect of making Transactions is outside the Company's control and responsibility, taking into account the fact that the Company is not a developer of the appropriate software and does not provide communication services and any other services, including telematics.
- 10.12. The Customer agrees that there is a risk that they will not be able to use the telephone connection to give instructions in relation to the Transactions because of inaccessibility of the Company's contact phone numbers due to a busy communication line or any other technical or non-technical reason not directly correlated to the Company.
- 10.13. By entering into this Agreement, the Customer confirms that they have read, understood and accepted the provisions of the Regulatory Documents that govern the disclosure and risk management issues. The customer can find all the required Regulatory Documents on the Company Website.

## **11. Communications**

- 11.1. The communication between the Customer and the Company shall be governed by the relevant Regulatory Documents.
- 11.2. The Customer shall give trading instructions only through the Web Interface or the Inanomo APIs. The holders of certain types of accounts may give commands and instructions over the phone.
- 11.3. The Customer shall submit requests for crediting and debiting funds only through their Inanomo Account.
- 11.4. By accepting the terms of this Agreement, the Customer also agrees to receive letters and mailings from the Company to a personal e-mail, and also gives its consent to receive mailings in the form of short text messages (SMS) to the phone number specified in the Inanomo Account.

## **12. Event of default**

- 12.1. Each of the following events shall constitute an event of default:
  - 12.1.1. Customer's non-compliance with any of the obligations established by this Agreement or the relevant Regulatory Document;
  - 12.1.2. Initiation by a third party of a compulsory procedure in relation to the Customer's bankruptcy or the liquidation of the company (if the Customer is a legal entity), or a legal process regarding the Customer; or the appointment of a bailiff or administrator in relation to the Customer or the Customer's assets (if the Customer is a legal entity); or (if the Customer is a legal entity or a natural person) if the Customer concludes an agreement on debt repayment with its creditors; or any other procedure similar to the above, initiated in relation to the Customer;
  - 12.1.3. Without prejudice to the provisions of Section 3 of this Agreement, the provision by the Customer of statements or guarantees that are misleading, or will become misleading at any time, but within the term of validity of this Agreement;
  - 12.1.4. The Customer's inability Customer to pay its debts at maturity;
  - 12.1.5. The Customer's death or being recognized as incapable;
  - 12.1.6. Without prejudice to the provisions of paragraph 12.1.2 of this Agreement, declaration by the Customer of its insolvency (bankruptcy);
  - 12.1.7. Any other circumstances when the Company reasonably assumes that there could arise and/or there exists a threat of the Customer's inability to fulfill its obligations under this Agreement;
  - 12.1.8. Systematic violation by the Customer of the requirements of Regulatory Documents.
- 12.2. In the event of default, the Company has the right, at its discretion, at any time, without prior written notice to the Customer, to take the following actions:
  - 12.2.1. Forcibly and indisputably close all or any open position of the Customer at the current quote;
  - 12.2.2. Write off from the Customer's accounts the amounts due to the Company in accordance with this Agreement and the Regulatory Documents;
  - 12.2.3. Forcibly and indisputably close any Customer's account opened with the Company;
  - 12.2.4. Refuse to open new accounts to the Customer.

## **13. Limited License**

- 13.1. The Customer acknowledges and agrees that all copyrights, trademarks and all other intellectual property rights in and related to the Company Website and Inanomo Services is exclusively the property of the Company and our licensors.
- 13.2. The Company grants the Customer a limited, non-exclusive, non-transferable license, subject to the terms of this Agreement, to access and use the Company Website, and related content, materials, information (collectively, the "**Content**") solely for approved purposes as permitted by the Company from time to time. Any other use of the the Company Website and Inanomo Services or Content is expressly prohibited and all other right, title, and interest in the Company Website or Content is exclusively the property of the Company and its licensors.
- 13.3. The Customer agrees not to copy, transmit, distribute, sell, license, reverse engineer, modify, publish, or participate in the transfer or sale of, create derivative works from, or in any other way exploit any of the Content, in whole or in part.

## **14. Liability of the Parties**

- 14.1. The Customer shall be solely responsible for their instructions concerning the performance of Transactions and Investment Transactions, as well as for the accuracy of the information contained in those instructions.
- 14.2. The Customer shall be solely responsible for the accuracy of any information it submits by any methods mentioned in Section 11 of the Agreement. The Customer shall be solely responsible for all adverse consequences resulting from their violation of the confidentiality of information required for accessing the Inanomo Account and the Customer Terminal, and for the performance of the Transactions and Investment Operations (passwords, codes, etc.).

- 14.3. The Customer shall be solely responsible for any losses, damages, costs, lost profits or lost opportunities (benefits) arising other than from the intentional illegal actions of the Company. The intentional or unintentional character of the Company's actions shall be determined solely by the competent court, in the manner and on the conditions provided for in paragraph 16.4 of this Agreement.
- 14.4. The parties agree that compensation for non-pecuniary damage is not provided and is non-refundable. However, the Company reserves the right to use, if necessary, any means of legal protection of its business reputation.

#### **15. Limitation of liability**

- 15.1. The Customer shall guarantee the Company protection against the occurrence of various obligations, expenses, damages, claims and demands that may arise as a direct or indirect consequence of the Customer's inability of the Customer to fulfill their obligations under this Agreement.
- 15.2. The Company shall not be liable to the Customer for any losses, cost, lost profits, lost opportunities (due to possible market movements), expenses or damage in accordance with the terms of this Agreement.
- 15.3. The Customer may, at its own risk, hand over to third parties the passwords from the Inanomo Account or Inanomo Services and shall undertake to ensure their proper safety and confidentiality. All actions carried out in relation to the fulfillment of this Agreement and/or using login and password are considered to be carried out exclusively by the Customer. The Company shall not be responsible for any unauthorized use of registration data by third parties.
- 15.4. The Company shall not be responsible for any losses, costs or damages of the Customer sustained due to inaccuracy of information provided to the Company.

#### **16. No Warranties**

- 16.1. The Inanomo Services are provided on an "as is" and "as available" basis without any representation or warranty, whether express or implied, to the maximum extent permitted by applicable law: specifically the Company disclaims any implied warranties of title, merchantability, fitness for a particular purpose and/or non-infringement. The Company does not make any representations or warranties that access to the Company Website, any of the Inanomo Services, or any of the materials contained therein, will be continuous, uninterrupted, timely, or error-free.
- 16.2. The Company makes no representations about the accuracy or completeness of historical Digital Currency price data available on the Company Website. The Company will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, credit cards, and cheque issuances are processed in a timely manner but we make no representations or warranties regarding the amount of time needed to complete processing which is dependent upon many factors outside of our control.
- 16.3. The Company Website may contain links to other sites on the Internet. These sites may contain information or material that some people may find inappropriate or offensive. These other sites are not under the control of the Company, and the Customer acknowledges that (whether or not such sites are affiliated in any way with the Company) the Company is not responsible for the accuracy, legality, decency, or any other aspect of the content of such sites.

#### **17. Safety and Security of the Computer and Devices**

- 17.1. The Company is not liable for any damage or interruptions caused by any computer viruses, spyware, scareware, Trojan horses, worms or other malware that may affect the Customer's computer or other equipment, or any phishing, spoofing or other attack. The Company advises the regular use of a reputable and readily available virus screening and prevention software. The Customer should also be aware that SMS and email services are vulnerable to spoofing and phishing attacks and should use care in reviewing messages purporting to originate from the Company. Inanomo customer support will never ask to screen share or otherwise seek to access the Customer's computer or account; similarly, we will not ask for the Customer's factor authentication codes. Always sign in the Inanomo Account through the Company Website to review any transactions or required actions if the Customer has any uncertainty regarding the authenticity of any communication or notice.

## **18. Force-majeure circumstances**

- 18.1. The parties shall be exempt from liability for non-performance or improper performance of their obligations under this Agreement if such non-performance or improper performance is due to the occurrence and/or impact of some insuperable (force majeure) circumstances.
- 18.2. The Company, acting reasonably, can determine boundaries of the onset of insuperable circumstances (force majeure circumstances). The Company will take appropriate steps to inform the Customer about the occurrence and/or impact of a force majeure situation. Force majeure circumstances shall include, inter alia:
  - 18.2.1. Any action, event or occurrence (including, but not limited to, any strike, riot or civil unrest, terrorist acts, wars, natural disasters, accidents, fires, floods, storms, power outages, communication, software or electronic equipment failures, civil unrest), which, in the reasonable opinion of the Company, has led to the destabilization of the market or the markets, or of one or several financial instruments;
  - 18.2.2. Suspension of operations, liquidation or closure of any market or the absence of any event on which the Company bases its quotes, or the imposition of restrictions on either special or non-standard terms of trade in any market or in relation to any such event.
  - 18.2.3. Entry into force of restrictive or prohibitive acts of national authorities, organizations or institutions, as well as supranational international entities that could in some way impede the proper fulfillment of obligations under this Agreement and the Regulatory Documents.
- 18.3. Upon the onset of the circumstances specified in paragraph 18.2 of this Agreement, the Company reserves the right, at its discretion, without prior written notice and at any time (without prejudice to any other rights of the Company) to take any of the following actions:
  - 18.3.1. Close any or all active Customer Transactions at such a price that the Company reasonably and reasonably considers fair;
  - 18.3.2. Suspend or change the application of one or all provisions of the relevant Regulatory Document, as long as the force majeure circumstances currently under way make it impossible for the Company to comply with these provisions;
  - 18.3.3. Perform or, on the contrary, abstain from performing any action in relation to the Company and/or the Customer, if the Company reasonably considers it appropriate in the circumstances.

## **19. Confidentiality**

- 19.1. The Company shall not disclose any customer information to third parties. The Company also shall not disclose any customer information to anyone except of the Company's employees, agents and/or partners to the extent necessary to maintain business relations, including banking or credit.
- 19.2. The Company reserves the unconditional right to disclose information about Customers or Transactions made by it to regulatory and/or law enforcement agencies.
- 19.3. The Customer shall not disclose to third parties, without the written consent of the Company, any information about the individual provisions of the Agreement, or any information becoming known to the Customer in connection with the Company's fulfillment of its obligations under the Agreement, including information about the means and methods of ensuring security when performing operations via the systems used by the Company, e.g. the Inanomo Account.
- 19.4. Disclosure of information to the authorities referred to in paragraph 19.2 of this Agreement shall be carried out only at the request of the relevant authorities based on the decisions of the courts of Saint Vincent and the Grenadines, unless otherwise expressly provided for by the legislation of Saint Vincent and the Grenadines.

## **20. Applicable legislation and jurisdiction**

- 20.1. This Agreement is interpreted and applied in accordance with the substantive and procedural law (legislation) of Saint Vincent and the Grenadines, regardless of the provisions of the laws of other jurisdictions that may be affected during the execution of the Agreement.
- 20.2. The Customer shall unconditionally:

- 20.2.1. Agree that the courts of Saint Vincent and the Grenadines have the right of exclusive jurisdiction, which determines any procedural actions in relation to this Agreement;
- 20.2.2. Subject to the jurisdiction of the courts of Saint Vincent and the Grenadines;
- 20.2.3. Waive any protest against a trial in any such court;
- 20.2.4. Agree never to make claims that such proceedings are inconvenient with respect to their venue, or that they have no force or effect with respect to the Customer;
- 20.2.5. Agree that any decision of the court of Saint Vincent and the Grenadines taken under this Agreement will be binding and final for the Customer.

## **21. Settlement of disputes**

- 21.1. All disputes and disagreements arising between the Parties during the fulfillment of this Agreement shall be settled through negotiation.
- 21.2. The Customer has been notified and unconditionally agrees that telephone conversations between the Customer and the Company related to the fulfillment of the Agreement may be recorded on magnetic, electronic and other media, both with or without an automatic signal notifying the Customer about such recording.
- 21.3. Electronic files of messages transmitted through the Customer Terminal, printouts of conversations on the Customer Terminal, entries in the log file on the Company's server, as well as telephone conversations recorded on magnetic, electronic and other media shall be accepted by the Parties as evidence in the event of a dispute related to the fulfillment of the Agreement.
- 21.4. Failing such settlement through negotiation, the disputes shall be settled in the course of a pre-court settlement procedure. To implement this procedure, a Party that believes that its rights under the Agreement are violated by the other Party's non-performance or improper performance of obligations under the Agreement (hereinafter referred to as the "Interested Party") shall, in the manner and time specified in paragraph 16.3 of the Agreement, apply to the other Party. Any shall be in writing in the language(s) of this Agreement and sent via registered mail or e-mailed to the Company's Support Service by the address support@inanomo.com. Claims made in other languages will not be accepted. All costs associated with the translation of the claim in the relevant language shall be borne by the Interested Party.
- 21.5. Claims shall be launched as follows:
  - 21.5.1. Within 5 (five) business days after the date of the action or inaction, for which it has a claim, the Interested Party shall apply to the other Party indicating its and/or provisions of this Agreement that have been violated, as well as measures necessary to restore the violated rights of the Interested Party. In its claim, the Interested Party shall provide evidence confirming the existence of the circumstances to which it refers as a basis for the requirements set forth in the complaint;
  - 21.5.2. The Party receiving the claim shall provide the other Party with a reasoned response to the claim within 10 (ten) business days. The time of receipt of the complaint will be proven by the postal mark on the letter; e-mails shall be deemed received on the day following the day of sending the email;
  - 21.5.3. If the claim of the Interested Party is subject to satisfaction by the other Party, such satisfaction shall take place within 10 (ten) business days after the date when the decision to satisfy the claim of the Interested Party was taken.
- 21.6. Failing agreement between the Parties by means of the complaint procedure mentioned above, the dispute shall be resolved in any competent court, in accordance with paragraph 20.2.2 of the Agreement.
- 21.7. The trial will be conducted in English, strictly in accordance with the rules of the relevant court.
- 21.8. Without prejudice to the provisions of paragraphs 20.2.2 and 21.6 of the Agreement, the Company reserves the right to refer the dispute to the London International Arbitration Court for consideration and resolution, of which the Customer will be duly notified. The submission of the dispute for consideration and resolution to the above arbitration court shall be exclusive prerogative of the Company.

21.9. Without prejudice to the provisions of paragraph 21.8 of the Agreement, substantive and procedural law of Saint Vincent and the Grenadines shall be applicable, as expressly provided for in paragraph 20.1 of the Agreement.

21.10. The Party whose claim will not be satisfied by relevant judicial proceedings shall undertake to reimburse the other Party for all costs incurred by this Party in connection with the judicial proceedings, including reasonable fees payable to attorneys, experts, translators, etc.

## **22. Legal status of the Agreement**

22.1. This Agreement with all possible annexes to it shall constitute entire agreement of the Parties. This Agreement shall replace all prior agreements and arrangements (if any), both verbal and written, regarding the subject matter of this Agreement.

22.2. The validity, legality or entry into force of the rest of the terms of this Agreement will not be void if one or more of these terms is considered invalid, illegal or unenforceable for any reason.

22.3. Should any part of this Agreement be found to be unsubstantiated, illegal, unwarranted or violating any imperative (mandatory) requirements, the remaining part of this Agreement shall remain in force and valid without any exemptions.

22.4. Should any provisions of this Agreement be terminated for the above reasons, such termination shall not relieve the Parties from their obligations arising from the Transactions and/or Investment Transactions entered into by the Parties before the termination of this Agreement until complete discharge by the Parties of their obligations under such Transactions and/or Investment Transactions.

22.5. The Company may transfer or assign our rights and duties under this Agreement to any party at any time without notice to the Customer, but this will not affect the Customer's rights or our obligations under this Agreement. The Customer may not, however, transfer or assign any of rights and duties under this Agreement to any other party.

22.6. This Agreement (as amended from time to time) contains the entire agreement and understanding between the Company and the Customer in respect of all matters which are referred to herein and supersedes any prior written or oral agreement between the Company and the Customer relating to such matters. No oral explanation or oral information given by either of the Company's employees shall alter the interpretation of this Agreement. The Customer confirms that, in agreeing to accept this Agreement, they have not relied on any representation that is not expressly included herein and the Customer agrees that they shall have no remedy in respect of any misrepresentation which has not become a term of this Agreement. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

## **23. Amendments and termination of the Agreement**

23.1. The Company may at any time and at its sole discretion introduce amendments to this Agreement.

23.2. The Customer will be notified of the amendments made no later than 10 (ten) business days before the proposed date of amendment by posting such notice on the Company Website. The amendments shall become valid on the date of their introduction.

23.3. Amendment shall not entail introduction of any alterations directly to the text of this Agreement. After the entry into force of amendments, this Agreement shall be interpreted and performed in accordance with the amendments.

23.4. The Company, at the request of the Customer, will provide them with a paper document containing all the amendments introduced. However, the signing of such a document on the part of the Customer will in no way affect the procedure and the timeframe for the amendments' entry into legal force, as provided for in paragraph 18.2 of the Agreement.

23.5. This Agreement may be terminated by the Customer at any time, subject to appropriate written notice to the Company.

23.6. This Agreement may be terminated by the Company at any time, subject to appropriate written notice to the Customer.

- 23.7. Termination of the Agreement shall not annul the obligations of the Company and of the Customer that have already arisen under this Agreement, including those related to open positions or withdrawal/deposit of funds to the Balance Sheet.
- 23.8. Upon termination of this Agreement, all amounts payable by the Customer to the Company shall become due immediately, including (but not limited to) the payment of:
- 23.8.1. All arrears on any payments, costs, commissions and fees;
- 23.8.2. Any expenses caused by the termination of this Agreement, as well as the costs of transferring the Customer's Funds to another financial company;
- 23.8.3. Any other costs and expenses in connection with the closure of any Transaction or in connection with any other obligations of the Company arising through the fault of the Customer.

#### **24. Miscellaneous provisions**

- 24.1. This Agreement shall enter into force and become binding for the Parties when the Customer accepts its provisions, by way of the Customer's acceptance of the Agreement carried out in the manner provided for in paragraph 24.4 of the Agreement. Entering into the Agreement shall be deemed to be acceptance of the Agreement.
- 24.2. The proposal to enter into this Agreement shall constitute a public offer, that is, a proposal for an indefinite number of persons.
- 24.3. The Parties agree that the entering into this Agreement is carried out in the form of accession of the Customer to the Agreement. However, this Agreement shall not be the subject of pre-contract negotiations and disputes.
- 24.4. The Parties agree that the Customer accepts this Agreement by filling-in a registration form required for opening a Balance Account and performing other registration actions indicated on the Company Website.
- 24.5. The above procedure for entering into the Agreement complies with the principles of international commercial contracts, according to which the offer is the proposal of one party to enter into agreement, and the acceptance is the actions of the other party expressing agreement to enter into agreement, also by way of joining the publicly posted agreement.
- 24.6. After entering into this Agreement, the Customer cannot refer to the fact that they were unaware of, or did not understand, the terms of this Agreement, including, but not limited to, due to insufficient knowledge of the language of the Agreement.
- 24.7. This Agreement is in continuous operation and shall also govern the Balance, Trading, Investment and Managed Accounts that are opened or may (will) be opened to the Customer by the Company, regardless of any changes that may occur in the personnel structure of the Company, due to the emergence of assignees or other transition the rights of the Company to any third parties for any reason.
- 24.8. This Agreement shall be legally binding both with respect to the Company and with respect to its successors, which may emerge as a result of a merger, acquisition or as a result of other changes in the legal status of the Company, and for the Customer.
- 24.9. This Agreement shall remain in full force and effect for an indefinite period and can be terminated by any of the Parties in the manner and on the conditions set forth in Section 23 of the Agreement.
- 24.10. All other issues that are not resolved under this Agreement shall fall under the direct governance of the Regulatory Documents, as well as the regulations directly posted on the Company Website.

## 25. Terms and definitions

The terms used in this Agreement the following terms have the following meaning:

**Balance account (Балансовый счет):** Customer's account with a unique number provided to each Customer who has accepted this Agreement.

**Investment Account (Инвестиционный счет):** non-trading account intended solely for depositing and withdrawing funds to the Managed Account. Each Managed Account owner has an Investment Account. An investment account can be used to withdraw and deposit funds only to the Managed Account associated with it.

**Investor (Инвестор):** participant of the Managed Account, a Customer of the Company.

**Customer (Клиент):** natural person or legal entity who has accepted this Agreement with the Company.

**Customer Terminal (Клиентский терминал):** software product or application. Through the Customer Terminal, the Customer can receive information on trading in financial markets (to the extent determined by the Company) in real time, conduct technical analysis of markets, carry out trading operations, place/change/delete orders, and receive messages from the Company.

**Company (Компания):** Inanomo Finance Ltd.

**Liquidation of a Managed Account (Ликвидация Управляемого счета):** closing of a current Managed Account at the initiative of the Manager or the Company.

**Inanomo Account (Учетная запись Inanomo):** special-purpose software and hardware complex where the Customer's identification data is stored and by means of which the Customer has the opportunity to generate notifications for the Company about sending documents and funds, transfer orders for withdrawing funds from the Customer's account, and also perform other operations to manage their Personal Cabinet. The Personal Cabinet is located on the Company Website in a special section that, in order to limit access and ensure the confidentiality of information, is equipped with special crypto-security tools.

**Investment transaction (Операция инвестирования):** the instruction given by the Customer to transfer funds from the Customer's Balance Account to their Investment Account linked to the Managed Account.

**Manager's Offer (Offer) (Оферта Управляющего счета (Оферта)):** a regular proposal by the Manager to potential Investors to invest in the Managed Account of the Manager on certain conditions.

**Computational time (Расчетное время):** daily, at 00:00 UTC, the time for collecting statistical data, making calculations and Investment transactions.

**Company website (Сайт Компании):** official website of the Company, <https://inanomo.com/>.

**Transaction (Сделка):** trading on international stock and over-the-counter markets performed by the Company at the Customer's instruction.

**Investor's funds (Средства Инвестора):** the actual amount of the Investor's own funds held in the Managed Account.

**Manager's funds (Средства Управляющего):** the actual amount of the Manager's own funds held in the Managed Account.

**Trading Account (Торговый счет):** unique personalized log of all recorded transactions on the trading floor, which reflects completed transactions, open positions, non-market transactions and orders.

**Management (Управление):** execution by the Manager of speculative trading operations in the global financial markets with the Funds deposited on the Managed Account, in the interests of Investors and for consideration in the form of a share of the earned profit.

**Managed Account (Управляемый счет):** a trading account enabling the Manager to use own funds and Investors' pooled funds for the Management for profit.

**Manager (Управляющий):** participant of the Managed Account, the Company's Customer who has passed the accreditation procedure as a Manager of the Managed Account.

**Trading (investment) period (Торговый (инвестиционный) период):** period of time that is a multiple of one week during which the Manager manages the Managed Account.

**Asset (Активы)** means a Digital Asset or Fiat Currency.

**Available Balance (Доступный баланс)** means a Trader's Total Asset Value less any amounts held for Open Orders and fees.

**Base Asset (Базовый актив)** means the Asset being traded on the Order Book; the first Asset in the Trading Pair. For example, on the BTC-USD Order Book, BTC is the Base Asset and USD is the Quote Asset.

**Cancel-only Mode (Режим «Только отмена заявок»)** means that Traders cannot place new Orders. Traders are able to cancel open Orders. No Orders will be filled.

**Digital Asset (Цифровая валюта)** means a blockchain-based digital currency, app coin or protocol token which is offered for trading on Inanomo Marketplace and available to transfer into Inanomo Wallet.

**Fiat Currency (Фиатная валюта)** means a government-issued currency.

**Fill (Заполнение / Исполнение)** means a match of two Orders.

**Hold (Удержание)** means the setting aside of Assets allocated to an Order.

**Limit Order (Лимитный ордер)** means an Order to buy or sell a specified quantity of an Asset at a specified price.

**Market Order (Рыночный ордер)** means an Order to buy or sell a specified quantity of an Asset at the best available price of existing Orders on the Order Book.

**Order (Ордер)** means an instruction to buy or sell a specified quantity of the Base Asset at a specified price in the Quote Asset.

**Order Book (Книга ордеров)** means each order book on which Orders are placed for trading in a Trading Pair.

**Open Order (Открытый ордер)** means a Maker Order which has been posted but not Filled, canceled or expired, or a Stop Order which is currently active.

**Price-Time Priority (Приоритет цены и времени)** means that earlier in time Orders have priority over later Orders. See section 7.8.

**Quote Asset (Котируемый актив)** means the Asset in which trading is denominated on the Order Book; the second Asset in the Trading Pair. For example, on the BTC/USD Order Book, BTC is the Base Asset and USD is the Quote Asset.

**Stop Order (Стоп-ордер)** means an instruction to post an Order to buy or sell a specified quantity of an Asset but only if and when the last trade price on the Order Book equals or surpasses the Stop Price.

**Stop Price (Стоп-цена)** means the price specified in a Stop Order.

**Total Asset Value (Итоговая стоимость актива)** means the gross value of all of a Trader's Assets for the relevant Order Book, expressed in the Quote Asset based on the last trade price. This includes all Assets allocated to Open Orders.

**Trader (Трейдер)** means each customer trading on Inanomo Marketplace. Trading Halt means that Traders cannot place or cancel any Orders.

**Trading Pair (Торгуемая валютная пара)** means each pair of a Base Asset and a Quote Asset offered on Inanomo Marketplace.

The terms used in the text of this Agreement and definitions which are absent in this section shall be interpreted in accordance with generally accepted business practices and practices applicable in the field of exchange trading and conclusion of transactions with derivative financial instruments.

