

Client Agreement

HEARTBEAT

1. Execution and Termination. Copyright.

1.1. HEARTBEAT service is a trading platform that allows Clients to copy trading signals of third-party providers to your account, as well as to act independently as a signal provider. The trading platform is the property of the SCALE TECH LLC (244 FIFTH AVENUE, SUITE P275 NEW YORK, NEW YORK, 10001, reg. № 5641548) that has all the exclusive rights to HEARTBEAT.

1.2. By installing and using the licensor's products, you unconditionally agree to the terms and conditions of this License Agreement and acknowledge the legally-binding nature of this License Agreement. This License Agreement reflects the whole of the arrangements regarding the software program between you and licensor and supplants all of preceding offers, representations or arrangements between the parties.

1.3. The licensor's products are secured by copyright laws and international copyright treaties, as well as other intellectual property laws and agreements. The licensor's are provided through a license.

1.4. The licensor reserves the right to cancel this License Agreement should you fail to observe the terms, conditions, and provisions of this License Agreement. In such a case, you agree to destroy all copies of the licensor's products in your possession.

1.5. The licensor confers you with the privilege to install and use backup copies of its products on your computer or any other network device where a licensed copy of one of the operating systems for which licensor's products were developed is installed.

1.6. Any rights or privileges not explicitly granted by this Agreement shall be reserved by the licensor. This License Agreement does not afford you the right to use such content.

1.7. The licensor owns all copyrights to the licensor's products and all copies thereof. All titles and intellectual property rights to the content the access to which is obtained as a result of using licensor's products shall be owned by the owners of the relevant content and may be

protected by the existing laws and agreements for copyrights and other intellectual property rights.

2. Rights and Limitations.

2.1. You do not have the right to delete or modify the copyright notifications on any copies of the licensor's products.

2.2. You do not have the right to distribute any registered copies of the licensor's products to third parties. Any trial versions downloaded from the licensor's websites may be shared free of charge.

2.3. You do not have the right to decompile or disassemble the licensor's software programs.

2.4. You do not have the right to lease the licensor's products to anyone for any period of time.

2.5. The licensor can only render you support services for the Software for licensor's platforms. Additional software codes given to you as part of support services will be deemed as belonging to licensor and will be regulated by the terms, conditions, and provisions of this License Agreement.

2.6. You are obligated to observe all of the current laws involving the use of licensor's products.

2.7. The licensor reserves the right to anonymously gather data on Software operation from its platforms, of its own volition and without the user's advance permission. Such data will be employed solely to make improvements to licensor's platforms. The licensor explicitly disclaims guarantees for all platforms without exception.

2.8. The licensor shall not be liable for any damage (including, but not limited to, profit lost, business interruption or information loss) resulting from the use or impossibility of use of the Software by Authorized Users even if the licensor had been informed of the probability of such damage.

2.9. The licensor in no event shall be liable for data loss or indirect, specific, consequential, secondary (including profit lost) or any other damage arising out of the contract as a result of a breach of law or otherwise.

2.10. The licensor assumes no liability for the contents of licensor's products or any portion thereof, including, but not limited to, mistakes or omissions therein, defamation, infringement of publicity, privacy or trademark rights, business disruption, injuries, declassification of

personal data, infringement of non-property copyrights or disclosure of confidential information.

2.11. The licensor explicitly disclaims any warranties for its products. The licensor's products are supplied in "as is" condition, without warranty of any kind, either implicit or explicit, including, but not limited to, warranties of merchantability, non-infringement upon the rights of third parties or suitability for a certain application.

2.12. The licensor does not assume responsibility for the accuracy or completeness of information, text, graphs, graphics, citations, references or any other items contained in the Software.

2.13. The licensor does not issue any warranties pertaining to damages that may result as a consequence of computer viruses, worms, time bombs, logic bombs or any other similar computer program.

2.14. The licensor explicitly disclaims any warranties and representations directed to the Authorized Users or third parties.

2.15. You agree to completely indemnify and hold the licensor unharmed against and from any losses, costs, and expenses which it may incur as a result of such errors or omissions made by you, your trading manager or another person performing trading transactions on your instructions.

3. Use of Licensor's Products HEARTBEAT

3.1 This License Agreement does not act as a substitute for the conditions of your broker's work as these conditions may be in accordance with the state regulation requirements of their jurisdiction and your mutual relationship. By accepting this License Agreement, you acknowledge that you have reviewed and accepted your broker's conditions.

3.2. The licensor is only a technology supplier and it neither keeps funds nor provides financial services of any kind. The financial services are provided by your broker and the licensor only facilitates cooperation between you and your broker through Our Software. The licensor is not responsible for using the trade-position mirroring service "HEARTBEAT".

3.3. The HEARTBEAT shows the price of adopting the chosen strategy, but it does not consider your broker's fees. HEARTBEAT likewise does not show your broker's fees or spread; you acknowledge that you may incur such expenses. We recommend that you contact your broker for more details.

3.4. You shall be responsible for choosing the strategy by weighing the facts you consider relevant towards making a decision. After choosing a strategy, you gain the ability to accurately mirror the strategy provider's actions in accordance with your risk management settings excluding extreme circumstances, such as the following:

- 3.4.1. The transaction amount you are trying to mirror is below the minimum limit determined by your broker's settings.
- 3.4.2. Your broker does not provide the conventional designation employed by your strategy provider.
- 3.4.3. Your account lacks the funds to mirror the transaction.
- 3.4.4. You have reached the stop-out level with your broker, i.e. your positions close automatically.

3.5. Past positive strategy results do not necessarily predict positive future results. Likewise, past profits do not guarantee the future profits. The suggested risk management settings in the HEARTBEAT service do not serve as protection guarantees; they simply show your balance, your strategy provider's balance, and a proportional share of risk in the use of other strategies; they do not display leverage, which you must check independently.

3.6. Expenses incurred while following any strategy do not necessarily correspond to the chances of success; this is only an appraisal determined by the strategy provider.

3.7. The strategy providers are not vetted.

3.8. Should the signal provider end its strategy, all open positions you mirrored from said strategy will be closed. All open positions you mirrored through this strategy to the moment of unsubscription will be closed.

3.9. The licensor will obtain 20% of the fee paid to all signal providers. Nevertheless, if signal providers disclose their strategy for free, then the licensor will obtain nothing. The strategy providers themselves may set the exact price for their subscribers. The licensor and the strategy provider's broker has no bearing on the aforementioned price in any way.

4. Risk Provisions

4.1. The licensor is not to be held responsible for the expertise or actions of traders. By subscribing to a trader, you agree to accept all risk assessments on executed trades.

4.2. The traders presented on the trade mirroring service HEARTBEAT are not employees of the Licensor and act of their own volition. You must carefully select the trader whose trades they themselves plan to mirror and consider all factors when selecting a strategy. The licensor is responsible for any incurred losses or profits made on trades through the use of this service.

4.3. You are liable for any problems that may occur with the software you use, disturbances in the function of your technical items, as well as the quality of your telecommunication services.

4.4. Trading in financial markets is rife with potential opportunities to make a profit. Investors able to accept risks are well-positioned to make a relatively high profit from trades. Investing an amount whose loss can negatively affect your financial well-being is not advised.

4.5. If you lack expertise in financial markets, we suggest a consultation with experts in the field or acquire technical knowledge in professional educational institutions.