

GENERAL TERMS AND CONDITIONS FOR USE

Valid from the 1st day of the month of September in the year 2013. Web address of the website: www.ultrafx.com

Operator of the website: Moneywheel Research Zrt. (hereinafter referred to as the "Service provider")

Registered office: H-2120 Dunakeszi, Munkás u. 34. Trade

Register No.: 13-10-041215

Email address: info@ultrafx.com

1. Legal disclaimer

1.1 By opening, browsing and/or using the website operated by the Service provider at www.ultrafx.com, the user acknowledges and agrees to be bound by the Terms and Conditions of Use set out hereinunder.

1.2 The Service provider strives to guarantee that the information and data on the website originate from sources believed to be reliable; however, such information and data are for information purposes only and shall not be considered an invitation to conclude any transaction on financial markets.

1.3 The names, expressions, logos, images, graphics, ideas, data and information displayed on the Website are subject to copyright and other intellectual property rights, and any unauthorised use of any such materials may violate copyright, trademark and other laws.

1.4 Pursuant to the foregoing we inform the users of the Website that the documents and analyses displayed on the Website and/or any part hereof may not be reproduced, transmitted or distributed without the prior written consent of the Service provider.

1.5 The Service provider declines any liability whatsoever for any losses and damages arising out of or in connection with the use of the Website, including but not limited to any failure of performance, unavailability for access, failure of telecommunications lines, system error, omission, interruption, computer virus, any unauthorized data modification by any third party, and/or any other cause, whether similar or dissimilar to any of the foregoing.

2. Services offered through the website

2.1 Virtual and dedicated server hosting, connectivity services are provided by the Service provider based on **AGREEMENT FOR THE LEASE OF VIRTUAL AND DEDICATED SERVERS** (see below), following registration of the client in the system. The contractual parties shall conclude the respective agreements separately. Our hosting service allows our clients to reduce distance delay due to collocation to other parties. The VPS and rack space offered by us are located in the Equinix LD4 Data Center in London and Equinix NY4 Data Center in New Jersey.

2.2 The Service provider will not verify the authenticity of such data; therefore

the person effecting such registration hereby represents and warrants that the data provided are true, authentic and refer to the person providing such data. The Service provider declines any liability whatsoever in this regard.

3. Data Management and Data Protection Rules

3.1 The purpose of the Data Management and Data Protection Rules is to specify the data considered to be the personal data of the person registered in the Website and the rules of data management; furthermore to ensure that the constitutional principles of data protection and data safety are complied with, and to prevent any unauthorized access to

any such data, their unauthorized alteration, unauthorized disclosure and/or unauthorized use.

4. Data Protection Laws

4.1 Section 83 of Act IV of 1959 on the Hungarian Civil Code;

4.2 Act LXIII of 1992 on the Protection of Personal Data and the Disclosure of Information of Public Interest (the “Data Protection Act”);

4.3 the dispositions set out in Section 154 of Act C of 2003 on Electronic Communications;

4.4 Government Decree 226/2003. (XII.13.) on the electronic management of data from communication service providers and special conditions for electronic communications.

5. Concepts

5.1 Personal Data shall mean any information relating to an identified or identifiable natural person and any reference drawn, whether directly or indirectly, from such information. In the course of data processing, such information shall be treated as personal data as long as the data subject remains identifiable through it. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;

5.2 Data Management shall mean any operation or set of operations that is performed upon personal data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, deletion or destruction, and blocking them from further use. Photographing, sound and video recording, and the recording of physical attributes for identification purposes (such as fingerprints and palm prints, DNA samples and retinal images);

5.3 Data Processing shall mean the technical operations involved in data management, irrespective of the method and instruments employed for such operations and the venue where it takes place;

5.4 Disclosure by Transmission shall mean making data available to a specific third party;

5.5 Public Disclosure shall mean making data available to the general public;

5.6 Data Controller shall mean a natural or legal person or unincorporated organization that determines the purpose of the processing of personal data, makes decisions regarding data management (including the means) and implements such decisions itself or engages a processor to implement them;

5.7 Data Processor shall mean a natural or legal person or unincorporated organization that is engaged in the processing of personal data on behalf of a controller - including when ordered by virtue of legal regulation;

5.8 Automatic Processing includes the following operations if carried out in whole or in part by automated means: storage of data, carrying out of logical and/or arithmetical operations on those data, their alteration, erasure, retrieval or dissemination;

5.9 Destruction of Data shall mean the complete physical destruction of data or the medium containing the data.

6. Managed Data and Data Management Goals

6.1 The Service provider may manage the personal data necessary and sufficient for the identification of the user or subscriber with a view to the conclusion of the service agreement, the specification of its contents, its amendments, the monitoring of its performance, the billing of the fees originating from it and the enforcement of the related claims.

6.2 The Service provider may manage the following data of subscribers that allow identification of the same:

- name, permanent address or registered office;
- in the event that the subscriber is a natural person: name (maiden name); mother's maiden name; place and date of birth;
- in the event that the subscriber is not a natural person: Trade Register Number or any other registration number; bank account number.

6.3 The Service provider shall register any further personal data only upon express approval or request from the subscriber, for easier contact and communication.

7. Data Management Methods

7.1 Subscribers shall grant their consent to the management of their data as set out by law, by compiling the form available in the website and also upon conclusion of the **AGREEMENT FOR THE LEASE OF VIRTUAL AND DEDICATED SERVERS** (see below).

7.2 Personal data may be used or transferred for the purposes of direct marketing, public opinion polling or scientific research only upon express approval and consent of the subscriber.

8. Duration of Data Storage by the Service Provider

8.1 The Service provider shall store the aforementioned data until termination of the respective agreement and/or until expiry of the term available for the submission of claims, as set out by the applicable statute of limitations.

9. Transfer of Data, Disclosure by Transmission

9.1 The personal data managed by the Service provider may be transferred, whether in a single or in a set of operations, if the data subject has given his consent or if the transfer is legally permitted, and if the safeguards for data processing are satisfied with regard to each and every personal data.

9.2 The Service provider shall transfer the subscriber data pursuant to the applicable laws in the following events:

- for the purposes of defence;
- for the purposes of national security;
- for the prevention, investigation, detection and prosecution of criminal offences;
- to the competent national security agencies, investigating authorities for the purposes of prosecuting any unauthorized and unlawful use of the electronic communications system; to the courts and court bailiffs in accordance with the applicable laws governing the execution of court decisions.

9.3 The receivers of the aforementioned data shall be bound by the same confidentiality and data protection obligations applicable to the service provider.

10. Obligations of the Service provider

10.1 Any and all employees, subcontractors and/or agents of the Service provider, as set out in these Terms and Conditions, shall be bound by the same confidentiality and data protection obligations applicable to the Service provider.

10.2 The Service provider shall adopt any and all necessary measures in order to protect the personal data of subscribers against unauthorized access, alteration, transfer, disclosure by transmission or deletion, as well as damage and accidental destruction.

11. Rights of the Subscriber

11.1 Pursuant to Section 24(5) of the Data Protection Act, the subscriber shall be authorised:

- to request notification relative to the management of his/her personal data and inspect said data;
- to modify his/her declaration of consent relative to the management of his/her personal data;
- to request correction of his/her personal data, and - to the extent permitted by

law -

- submit a protest
- in order to provoke enforcement of the applicable laws by the competent authorities.

AGREEMENT FOR THE LEASE OF VIRTUAL AND DEDICATED SERVERS

This Agreement is entered into by and between the following parties:

Moneywheel Research Zrt. Trade
Register No.

13-10 041215

Tax Code No. 23521050-2-13

with its registered office at H-2120 Dunakeszi, Munkás u. 34.

hereinafter referred to as the Service Provider, and the subscriber who accepting and fully agreeing the GENERAL TERMS AND CONDITIONS FOR USE and the AGREEMENT FOR THE LEASE OF VIRTUAL AND DEDICATED SERVERS with marking the "Accept all above" square below, hereinafter referred to as the Subscriber;

1. Objective of the Agreement

1.1 The Subscriber shall lease from the Service Provider a virtual or dedicated server physically located in the Equinix LD4 or Equinix NY4 Data Center, with one (1) dedicated IP address and an agreed annual availability of 99.9% (ninety-nine point nine per cent). Any downtime resulting from scheduled maintenance shall be excluded from the calculation of availability, provided that the Subscriber is given reasonable prior notice of such maintenance.

2. Conditions

2.1 Upon delivery of the virtual or dedicated server the Service Provider shall send an email to the Subscriber the administrator login information with the master password necessary for access.

2.2 After payment, the Service Provider shall send the access details within 12 hours to the Subscriber's email address.

2.3 The Subscriber shall have unlimited 24/7 access to the virtual or dedicated server except during scheduled service and maintenance.

2.4 The Subscriber shall be authorized to upload any software and algorithms necessary for the conclusion of transactions in the capital and financial markets, and the Subscriber shall be strictly prohibited from uploading any other content whatsoever.

2.5 All servers are given to the Subscriber with full administrator rights and the Subscriber can and should change the master password. After changing the master password The Service provider does not have any access to the server

and to the Subscriber's information kept on the server.

2.6 If the Subscriber changes the password and misplaces it, The Service Provider is unable to recover or reset it, can only provide a new virtual or dedicated servers and delete the existing one with all the Subscriber's stored data.

3. Payment

3.1 The Subscriber shall pay the fee(s) applicable to the service package selected by the Subscriber and the fee(s) payable for any additional services, such as add-ons, to the reseller company Avangate BV (www.avangate.com). The Parties expressly agree that any invoicing shall be performed by Avangate BV in the name and on behalf of the Service Provider.

3.2 With the payment, the subscriber has automatically opened a so called "My Account" at Avangate. After the payment Avangate sends the subscriber an information email with

the details about how to login into the Avangate “My Account”. In there the subscriber is able to renew or cancel the subscription and download invoices.

3.3 Accounts that have invoices which are more than two (2) days overdue will be suspended and the virtual or dedicated servers will be switched off and the agreement will be automatically terminated without notice. If a suspended account is to be reactivated, all of the overdue invoices will need to be paid to make it current before the suspension is lifted. Accounts that have invoices more than seven (7) days overdue are considered abandoned and the virtual or dedicated servers will be deleted completely.

3.4 The Service provider is not responsible for any deleted or lost Subscriber content that results from any suspension or reactivation. If the Subscriber makes a late payment the Service provider does not automatically reactivate virtual and dedicated servers. The subscriber need to contact the Service provider directly to reactivate the server.

3.5 In the event of any delayed payment, the Subscriber acknowledges that the Service Provider shall be entitled to limit access to the virtual or dedicated server.

3.6 Upon termination of this Agreement, in respect of the outstanding payment obligations, the applicable terms and conditions of this Agreement shall continue to be valid and binding.

3.7 The Parties agree that the Service Provider shall be entitled to increase, at its discretion, the monthly service fee applicable for the following month. The Parties agree that the Service Provider shall notify the Subscriber on such increased fees by displaying the currently applicable fees in the Service Providers homepage. In case the Subscriber does not accept such increase shall notify the Service provider by email.

4. Support

4.1 The Service Provider provides technical support via email, customer support portal, chat and phone. Support is provided during UK and US (Eastern Standard Time) business hours (9am - 5pm), except in emergency.

In case of emergency, support provided 24/7.

4.2 By utilizing Service provider's support services clients agree that the Service provider and its agents and employees are not liable for any damage resulting from the provision of customer support.

4.3 The Service Provider provides only support related to the hardware, the installed operating system functionality and the provided server's connectivity. The Service provider does not provide services related to the client's software installed onto the server or the usage of the operating system.

4.4 The Service Provider provides services in the English language only.

4.5 Payment and invoicing related issues the support provided by Avangate.

5. Safety Measures

5.1 In the event that the servers or the network are attacked, the Service Provider may limit access to the virtual or dedicated server in order to defend the attack, in order to protect its own network, its customers and/or the servers under attack.

5.2 The Subscriber shall make reasonable efforts in order to prevent and defend any such attacks and hold the Subscriber and any third parties harmless from the consequences.

5.3 If the usage of any virtual or dedicated server resource—including CPU, RAM or disk space—exceeds 80% of its available capacity for a cumulative total of four (4) hours within any rolling twenty-four (24)-hour period, the Service Provider shall notify the Subscriber. If the excessive usage continues after such notification, the Service Provider

reserves the right to disconnect the leased server. The Subscriber is responsible for monitoring resource usage and ensuring that its applications operate below the 80% threshold. Notwithstanding the foregoing, if the Service Provider reasonably determines that an overload threatens the security, stability, or reliable operation of services provided to other customers, the Service Provider may suspend or shut down the affected virtual or dedicated server with immediate effect and without prior notice, and shall notify the Subscriber as soon as reasonably practicable thereafter.

5.4 The Subscriber may make safety copies of any contents uploaded by the same Subscriber. The Service Provider shall not be liable for any occasional data losses.

6. Liability

6.1 The liability of the Service Provider arising out of or in connection with this Agreement shall be strictly limited to the amount of 30 GBP (Thirty Pounds Sterling).

6.2 The Service Provider declines any liability whatsoever and the Subscriber shall not be entitled to claim any compensation or liquidation for any losses, damages and/or lost profits suffered by the Subscriber as a result of any service

interruption, including network outage, server failure or any other reason.

6.3 The Subscriber acknowledges and agrees that the Subscriber shall be exclusively liable for any and all contents uploaded by the Subscriber. The

Subscriber also represents and warrants that the Subscriber is the sole owner or authorised user of the software and algorithms uploaded on the leased virtual or dedicated server.

6.4 The Service Provider declines any liability whatsoever for the contents uploaded by the Subscriber.

6.5 The Service Provider shall monitor the use of resources and the Service Provider shall intervene if any damaging activities are detected.

6.6 The Subscriber shall indemnify and hold harmless the Service Provider from and against any claims, losses and damages arising out of or in connection with the use of the tools and services uploaded by the Subscriber.

6.7 The Subscriber shall be liable for the uploaded contents, tools and services and any losses and damages arising out of or in connection with their use.

6.8 The Subscriber understands and acknowledges the associated risk by using automated trading system implemented on virtual or dedicated server including but not limited to network, hardware, software or any other failure. The Subscriber agrees to hold harmless the Service provider for any losses or lost profits resulting from such failures.

6.9 Password reset functionality for the virtual server is available only where supported by the applicable hypervisor or virtualization platform.

7. Material Breach of Agreement, Termination with Immediate Effect

7.1 In the event of any grave and material breach of agreement the Service Provider shall be entitled to terminate this Agreement and suspend all services provided to the Subscriber with immediate effect. "Grave and material breach of agreement" shall be any of the following occurrences:

- Any delayed payments exceeding two (2) days
- Any repeated delays in payment;
- Wilful misconduct / breach of law;

- Distribution of unwanted mail (“spam”);
- Violation of the Service Provider’s goodwill;
- Upload of any contents not in accordance with the terms of this Agreement.
- Abusive, threatening, obscene or otherwise harassing communications with agents or employees of the Service provider, via telephone, email, online chat or other means will result in immediate account termination

8. The Service provider reserves the right to terminate this agreement and refuse or cancel service in its sole discretion with immediate effect and with no refunds.

9. Force Majeure

9.1 The following occurrences shall be deemed Force Majeure events on behalf of the Service Provider:

- Network failure and server stoppage due to any cause whatsoever;
- Acts of terrorism and any other violent acts;
- Any other causes customarily considered as Force Majeure events.

10. Term of Agreement

10.1 This Agreement is concluded for an indefinite period of time. Either Party

may terminate this Agreement with a written notice sent to the other Party by e-mail; any such termination will take effect at the end of the month in question.

11. Disputes

11.1 Any disputes arising out of or in connection with this Agreement shall be settled by “Pesti Központi Kerületi Bíróság” (The Central District Court of Pest, Hungary). The Parties hereby agree that the contractual relationship between them shall be governed by Hungarian law and the Hungarian version of this Agreement, approved and acknowledged by the Parties upon signature of this Agreement.

11.2 The Parties have thoroughly read the foregoing terms and conditions and, such dispositions being the true and proper expression of their mutual will and understanding, the Parties hereby sign and execute this Agreement in witness of their approval.