## Cindicator Legend Contest Rules (the "Contest Rules")

The following rules apply to Cindicator Legend Contest (the "**Contest**") announced at <u>https://cindicator.com/Cindicator-legend-contest-rules.pdf</u> (the "**Announcement Page**") on 5th of June 2018 (the "**Announcement Day**") and sponsored by Cindicator Ltd. (the "**Sponsor**"). Please read our General Contest Terms in Annex 1 (the "**General Contest Terms**"), which supplement these Contest Rules.

- Entry. In order to participate in the Contest, a potential participant must submit an application form via a link provided at the Announcement Page. Approved participants ("you" or "Traders") will have to sign a Cryptoassets Management Agreement, which will be sent to each of them via email. The Sponsor reserves its right to deny participation in the Contest to certain or all potential participants in its sole discretion.
- 2. **Teams**. The Sponsor will in its own discretion form investment teams of 3 to 5 Traders depending on the total number of Traders. Each such team will be joined by an individual representing the Sponsor (the "**Cindicator Trader**").
- Trading Account and Funds. Each Trader will be provided with credentials to a trading account at Binance (<u>https://www.binance.com/</u>) on the set date (the "Disbursement Date"). Each trading account will be pre-funded with equal amount of funds nominated in cryptocurrency (the "Funds"), as further described at the Announcement Page.
- 4. **Trading Chat Room**. Traders of each team will create a chat in Telegram (a "**Chat Room**"), one for each team, where they will discuss market opportunities, trends, indicators, investment strategies, etc. The Cindicator Trader of each team will administer a Chat Room with a view to facilitate discussions.
- 5. Trades. During the Contest Period, each Trader will manage Funds allocated to it by making trades through a trading account at Binance with a view to maximize the value of the Funds, subject to the terms and provisions of a Cryptoassets Management Agreement. For the avoidance of doubt, the Trader is not obliged to adhere to strategies discussed during in the Chat Room.
- 6. **Contest Period**. The Contest will run for 4 (four) weeks starting on the Disbursement Date (the "**Contest Period**"). The Sponsor reserves the right to change the Contest Period in its sole discretion.
- 7. **Recordkeeping and Audit**. During the Contest Period, the Trader will record all transactions by making complete and correct entries into a Google Sheets document (the "**Report**") via a method and in a manner specified at the Announcement Page. The Trader must make at least one transaction with the Funds to be eligible to compete for a prize.

- 8. **Return of Funds**. On the day following the last day of the Contest Period, each Trader has to return the Funds, including all profits, to the Sponsor. The Sponsor may (i) extend the Contest Period, (ii) request the Traders to return only a portion of the Funds, and/or (iii) issue any other instructions with respect to the Funds, which Traders must follow.
- 9. **Winners**. The Sponsor will select winners based on the results of their trades as expressed in gross profit as a percentage of the Funds as reflected in the Report. For the purposes of these Contest Rules, the base value to calculate the gross profit shall be BTC.
- 10. **Individual Prize**. Each Trader is entitled to receive a prize in the amount equal to:

*Prize* = *A* \* 15% + *B* \* 2% + *C* \* 0.5%

, where:

A — gross profit of the Trader's individual trades;

B — gross profit of the Trader's team, calculated as an aggregate of each of the Trader's gross profits within that team;

C — gross profit of all Traders, calculated as an aggregate of gross profits of all Traders participating in the Contest.

Individuals prizes will be calculated by the Sponsor and distributed among the Traders after the announcement of winners.

- 11. **Team Prize**. The best team (as measured by the total gross profit generated by all of that team's Traders) will be awarded an additional prize in the amount of the total gross profit of that particular team to be equally divided among that team's Traders.
- 12. Educational Artefacts Contest and Prize. Along with the trading contest, all teams will be invited to participate in the Educational Artefacts Contest. Educational content is an important part of developing skill of all participants of the Cindicator ecosystem. Throughout the contest, each team will be required to create an educational document, which would record best practices, strategies for using indicators, tips and tricks, and other helpful ideas. The winner will be determined by a closed voting of token holders. The winning team will get Cindicator-branded merchandise and additional prizes of 0.5% of gross profit of all Traders, calculated as an aggregate of gross profits of all Traders participating in the Contest.
- 13. **Special Prize**. The Sponsor may in its sole discretion award a special prize in a form of additional funds to be managed by the Trader and/or offer to join the Cindicator team.
- 14. **Winners Announcement**. Winners will be announced no later than 14 days after the end of the Contest Period.

- 15. **Insider Information**. If you have any non-public information regarding the plan and conditions of assets traded on a cryptocurrency exchange that could provide a financial advantage when used to buy or sell such assets, you cannot participate in the Contest.
- 16. **Prohibited Actions**. It is strictly prohibited to:

(i) change, share, publish and/or disclose credentials to a trading account;

(ii) transfer access or credentials to a trading account to any other Trader participating in the Contest;

(iii) transfer the Funds from the trading account to any other account, except for the purposes of executing trades at Binance;

(iv) cheat or exploit these Contest Rules with the view to gain unfair advantage over other Traders.

17. **Amendment**. The Sponsor may amend or supplement these Contest Rules when necessary at its sole discretion.

## Annex 1. General Contest Terms (the "General Contest Terms")

- 1. **Application**. These General Contest Terms (the "**General Contest Terms**") apply to individual contests (each, a "**Contest**") organized by the Sponsor (as defined below). In case of any inconsistencies, the rules of an individual Contest (the "**Contest Rules**") shall prevail over these General Contest Terms.
- Sponsor. A Contest is sponsored by Cindicator Limited, a company incorporated in Gibraltar (the "Sponsor"). NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN.
- 3. **Participants**. These General Contest Terms apply to all participants of a Contest ("**participant**" or "**you**").
- 4. Eligibility. Subject to these General Contest Terms, a Contest is open to anyone who is at least 18 years old as of the date of entry. Employees of the Sponsor and its respective parents, affiliates, subsidiaries, and advertising and promotion agencies, any other entity involved in the development or administration of a Contest, and their immediate family members or household members are not eligible to participate in or win a Contest.
- 5. **Certain Jurisdictions Excluded**. Citizens or residents of the following countries are not allowed to participate in a Contest; and by participating in the Contest you covenant, represent, and warrant that you are neither a citizen nor a resident of the following countries: United States, Gibraltar.
- 6. Compliance with Local Laws. A Contest is void and null in countries and jurisdictions where prohibited or restricted by law. It is your responsibility to comply with all laws and regulations of your country and jurisdiction. You acknowledge that certain countries and jurisdictions have laws regarding contests that may prevent the Sponsor from awarding you your prize. If you are a winner and a resident of a country or jurisdiction that prohibits the Sponsor from awarding you your prize, you acknowledge and agree that you may not be able to receive the prize or any other award or compensation from the Sponsor. By entering a Contest, you acknowledge these risks and understand that you may win but not be able to receive a prize.
- 7. **Skills-Based Contest**. A Contest is a skills-based competition and does not involve any elements of gambling, betting or other games based on chance. It is your responsibility to ascertain that such a skills-based competition is legal in your country or jurisdiction.
- 8. **Disqualification**. A participant or winner may be disqualified from a Contest if he or she fails to comply with each provision of these General Contest Terms or Contest Rules, as determined in the sole discretion of the Sponsor.

- 9. **Taxation**. By entering a Contest or accepting a prize, you agree and acknowledge that you are solely responsible for any tax liabilities accrued as a result of participating in the Contest. The winner may be required in the Sponsor's sole discretion to complete relevant tax forms as a condition to the delivery of the applicable prize. The winner may also be required to furnish proof of identity, address and birth date in order to receive a prize.
- 10. **Certain Information Use**. Unless prohibited by applicable law, your acceptance of a prize constitutes your permission to use your name, submissions, history of trades, photograph, likeness and testimonials in all media, in perpetuity, in any manner the Sponsor deems appropriate for publicity purposes without any compensation to you or any review or approval rights, notifications, or permissions. Your acceptance of a prize from the Sponsor constitutes your consent to disclose your personally identifiable information to third parties (including, without limitation, placing the winner's name on a winners' list).
- 11. **Personal Data**. Any personal data relating to an identified or identifiable natural person ("**Personal Data**") the Sponsor holds about or receives from you will be used according to the Sponsor's Privacy Policy, available at www.cindicator.com/Cindicator-privacy-policy.pdf.
- 12. **Assumption of Risk**. Participation in a Contest is at your own risk. You agree and acknowledge that your participation in the Contest may result in loss of some or all of your funds. The Sponsor is not responsible for any third parties and any consequences of using products or services of such third parties, even if the use of such product or services is required to participate in the Contest.
- 13. **No Third Party Beneficiaries**. These General Contest Terms govern only the relationship between the Sponsor and you, and do not confer any benefits on any third parties.
- 14. DISCLAIMER OF SPONSOR'S WARRANTIES. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE CONTEST IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" WITHOUT ANY WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPONSOR AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SPONSOR MAKES NO WARRANTY OR REPRESENTATION REGARDING ANY INFORMATION, MATERIALS, GOODS, OR SERVICES OBTAINED THROUGH SPONSOR'S SERVICE REPRESENTATIVES OR WEBSITES, OR THAT THE CONTEST WILL MEET ANY OF YOUR REQUIREMENTS OR EXPECTATIONS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. PARTICIPATION IN A CONTEST IS AT YOUR SOLE RISK. SPONSOR IS NOT LIABLE FOR ACTS OR OMISSIONS OF THIRD PARTIES.

FOR INFORMATION OR CONTENT OF COMMUNICATIONS, THIRD-PARTY SERVICES, EQUIPMENT FAILURE OR MODIFICATION, OR CAUSES BEYOND SPONSOR'S REASONABLE CONTROL.

- 15. LIMITATION OF SPONSOR'S LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WHATSOEVER SHALL EITHER SPONSOR, ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, SHAREHOLDERS, AGENTS, LICENSORS OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF SALES, DATA, PROFIT, REVENUE, GOODWILL, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR UNAUTHORIZED ACCESS TO INFORMATION AND THE LIKE, EVEN IF EITHER PARTY OR AN AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 16. Indemnity. By entering a Contest, you agree to and hereby do release and hold harmless the Sponsor, its respective parents, subsidiaries and affiliated entities, directors, officers, employees, attorneys, agents, and representatives (the "Released Parties") from any damage, injury, death, loss, claim, action, demand, or other liability (collectively, "Claims") that may arise from your acceptance, possession or use of any prize or your participation in a Contest, or from any misuse or malfunction of any prize awarded, regardless of whether such Claims, or knowledge of the facts constituting such Claims, exist at the time of entry or arise at any time thereafter, and indemnify each of the Released Parties from any damages arising from the Claims. Any person attempting to defraud or in any way tamper with a Contest may be prosecuted to the fullest extent permitted by law.
- 17. Law and Venue. A Contest shall be governed by New York law, without regard to its conflict-of-laws provisions. By participating in a Contest, you agree that any dispute or litigation arising from or relating to this Contest shall be determined by binding arbitration only in New York, NY, under the American Arbitration Association's rules for arbitration of consumer-related disputes, and judgment on the award rendered by the arbitrator(s) may be entered in any court having appropriate jurisdiction. Notwithstanding the foregoing, the Sponsor may seek equitable relief in any court of competent jurisdiction. If any provision of these rules is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that these rules otherwise remain in full force and effect and enforceable.
- 18. **WAIVER OF JURY TRIAL**. BOTH YOU AND THE SPONSOR KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT YOU OR THE SPONSOR MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT.

- 19. **Amendment and Suspension**. The Sponsor reserves the right to modify the General Contest Terms and the Contest Rules in any way or at any time. The Sponsor reserves the right, in its sole discretion, to cancel or suspend a Contest. In the event of cancellation or suspension, the Sponsor shall promptly post a notice on the its website to that effect.
- 20. **Entire Agreement**. These General Contest Terms contain the entire understanding of the Sponsor and you with respect to the matters contained in it.