

End User License Agreement No _____/06-2021 __.__.2021

This End User License Agreement applies to the Computer Program registered in the State Register of Computer Programs on 29/04/2020. No. 2020614955 under the name "Infinity".

This End User License Agreement (the Agreement) is concluded between **Infinity Trade Systems Inc.** (the Company) and the **User** (any person, individual entrepreneur, legal entity (the User) of the Computer Program (the Program).

Before you install, copy or otherwise use the Program, please read carefully the terms of this Agreement, which is a standard form of an adhesion contract (Art. 428 of the Civil Code of the Russian Federation) and is concluded in writing or in another form provided for by the current legislation of the Russian Federation. If you do not agree to the terms of this Agreement, you may not use the Program.

By accepting this Agreement and further installation, launch or other start of using the Program means that you fully agree with all of the terms of this Agreement and its proper conclusion.

This Agreement is a legally binding agreement; if you do not agree to be bound by its terms, you may not install the Program and must remove all of its components from your computer.

Main terms of this Agreement:

Program: A program for an electronic computer (computer) (both as a whole and its components), the exclusive rights and copyright for which belongs to the Copyright Holder.

Use of the Program: Any actions related to the functioning of the Program in accordance with its purpose (including writing to the computer memory).

Activation: The action aimed at registering the Program for a specific User.

Activation Code: A set of symbols (license key), which is a technical means of copyright protection and is intended for activating the Program in the manner prescribed by the Agreement.

User Agreement: An agreement, under which the Copyright Holder or another person having the respective rights, namely the Company, has granted the User the right to use the Program.

Company's Website: A set of electronic documents (files) of the Company on the Internet, united under one address (<https://infinityinvestcapital.com>).

Personal account: A section on the Company's website, which is created when a user registers with their registration data.

• SUBJECT OF THE AGREEMENT

1.1. In the manner and under the conditions stipulated in this Agreement, the Company grants the User the right to use the Program, implemented through installation and launch of the Program by the User, in accordance with its technical documentation and the terms of this Agreement.

1.2. All provisions of this Agreement apply both to the Program as a whole and to its separate components.

1.3. This Agreement is concluded before or at the start of using the Program, and is valid during the whole term of the Copyright Holder's exclusive right to the Program, provided that the User duly performs the terms of the present Agreement.

1.4 The Company grants the User the right to use the Program without territorial restrictions on the terms and conditions and in the manner stipulated by the current legislation of Russian Federation and this Agreement.

1.5 The User has the right to use other services of the Company, specified on the Company's Website and in accordance with the information stated on the Company's Website, which is not the subject of this Agreement.

• COPYRIGHT

2.1. The Program is a result of intellectual activity and is an object of copyright as a computer program, which is regulated and protected by the legislation of the Russian Federation on intellectual property and norms of international law.

2.2 The Program contains trade secrets and other confidential information belonging to the Copyright Holder. Any use of the Program in violation of the terms and conditions of this Agreement is considered as a

violation of the Copyright Holder's rights and is a sufficient reason to deprive the User of the rights granted under this Agreement.

2.3. The Copyright Holder and the Company guarantee that they have all the rights necessary to grant them to the User under this Agreement.

2.4. This Agreement does not grant the User any rights to use the Trademarks and Service Marks of the Copyright Holder and/or the Company and/or its partners.

2.5. Under any circumstances, the User cannot delete or make obscure information about copyright, trademark rights or patents specified in the Program.

• TERMS OF USE OF THE PROGRAM AND RESTRICTIONS

3.1. This Agreement grants the right to install, run and use a legally purchased single copy of the Program within its functionality on a single computer.

3.2. The User may modify, add or delete files of the Program only in cases stipulated by the copyright law of the Russian Federation.

3.3. The User is not allowed to use the Program in a way that contradicts the current legislation of the Russian Federation or leads to its violation.

• LIABILITY OF THE PARTIES

4.1. Violation of the terms of this Agreement will result in liability stipulated by the legislation of the Russian Federation.

4.2 The Copyright Holder and the Company are not be liable to the User for any damage, any loss of profit, information or savings related to the use or inability to use the Program, even in case of prior notification from the User about the possibility of such damage, or for any third party claim.

4.3. The User is aware that the purpose and use of the Program on the territory of the Russian Federation is subject to Federal Law No. 39-FZ of 22/04/1996 "On the Securities Market" and Federal Law No. 325-FZ of 21/11/2011 "On On-Exchange Trading".

4.5. The User is aware of the fact that while using the Program there may be financial losses on the part of the User, which are not monitored by the Copyright Holder or the Company. The Copyright Holder and the Company may not be liable in this case and will not reimburse losses to the User.

• COST OF USE AND SETTLEMENT PROCEDURE

5.1. User fee is determined in accordance with the Company's rates, which are publicly available on the Company's website. The Company has the right to unilaterally change the rates by posting new rates on the Company's website.

5.2 The User is required to pay the User fee to the Company no later than 3 (three) calendar days after acceptance of this Agreement. All payments under this Agreement shall be made in rubles. VAT is not imposed (paragraph 26 clause 2 Art. 149 of the Tax Code).

5.3. User fee is prepaid by the User in the following ways:

- For legal entities and individual entrepreneurs: by bank transfer to the account of the Company,
- For individuals who are individual entrepreneurs: by any of the methods listed on the Company's website.
- All bank or other commission payments related to the payment of user fees are paid by the User.
- The Company transfers acts and invoices by mail only for legal entities and individual entrepreneurs no later than five (5) calendar days from the date of payment of the user fee by the User. The User is required, at their own expense, to return to the Company one copy of the act signed by the User by mail or courier delivery, i.e. in a way that allows reliable confirmation of the receipt of documents by the Company. For individuals, these documents are transferred upon their written request.

5.4. The software is a non-returnable product by virtue of the Law on Copyright-Protected Items (part 1 of article 1259 of the Civil Code of the Russian Federation)

• LIMITED WARRANTY

6.1. Within one year from the date of activation of the Program, the User has the right to receive warranty support and other recommendations from an authorized person of the Company on issues related to the functionality of the Program, installation and operation features on standard configurations of supported

(popular) operating systems in the manner and under the terms specified in technical documentation for the Program.

6.2. Under this Agreement, the User has the right to receive and use updates to the Program in the manner and on the terms specified in the technical documentation for the Program within one year from the date of activation of the Program. All updates to the Program are an integral part of it and are used exclusively together with the Program as a single computer program in the manner provided for in this Agreement, unless other terms and conditions for the use of such updates are provided in a separate document.

6.3. If errors are found while using the Program, the Company is required to correct them as soon as possible and release a new corrected version of the Program. The Parties agree that the exact definition of the time for eliminating the error cannot be established, since the Program closely interacts with other computer programs of third-party developers, the operating system and hardware resources of the User's computer, thus, the operability and time to eliminate problems do not fully depend only on Copyright Holder and/or the Company.

6.4. In case of non-compliance with any of the paragraphs of section 3 of this Agreement, the User will automatically lose the right to receive updates (new versions) of the Program.

• VALIDITY, AMENDMENT AND TERMINATION OF THE AGREEMENT

7.1. This Agreement has been concluded and is subject to interpretation in accordance with the legislation of the Russian Federation.

7.2. By accepting this Agreement, the User agrees to all of its terms and conditions.

7.3. In case of violation by the User of the terms of this Agreement on the use of the Program, the Company will have the right to unilaterally terminate this Agreement by notifying the User.

7.4. Upon termination of this Agreement, the User is required to stop using the Program completely and destroy all copies of the Program installed on the computers of the User, including backups and all components of the Program.

7.5. The User has the right to terminate this Agreement at any time by completely removing the Program.

7.6. In the event that a competent court declares any provisions of this Agreement to be invalid, the Agreement will continue to operate in the valid part of the Agreement.

7.7. This Agreement also applies to all updates (new versions) of the Program provided to the User during its validity period, unless the User is requested to read and accept a separate User Agreement or amendments to this Agreement when updating the Program.

• COMPANY DETAILS

Infinity Trade Systems Inc.

Global Gateway 8, Rue De La Perle, Providence, Mahe, Seyshelles

<https://infinityinvestcapital.com>