



BLACKMOON

APOLLO ADDENDUM

These Apollo Addendum was last updated on July 17, 2019.
Please print a copy of this Addendum for your reference.

I GENERAL CONDITIONS

This document is an Addendum (“**Addendum**”) to the Blackmoon Trading Terms of Use (the “**Terms**”) for the provision of additional technology services by Blackmoon to You. All capitalized terms herein shall have the same meaning as in the Terms. All conditions, restrictions, representations and warranties specified in the Terms apply to this Addendum.

By accepting this Addendum and each time you use the Apollo services, you confirm that you have read, understood and accepted the Terms and the conditions of services specified in this Addendum.

I 1. MAIN DEFINITIONS

“Application Programming Interface” or **“API”** means protocol defined by Virtual Asset Exchange that allows requesting data and performing trading activities by API keys owner. This protocol is required for building Algorithmic Trading software.

“Application Programming Interface Key” or **“API Key”** means two string records - private and public. These strings are used for encrypting API requests between Client and Virtual Asset Exchange by Algorithmic Trading software.

“Execution Algorithm” means technological solution or a software for execution of orders exercised in an automated (i.e. with limited or no human intervention) manner in accordance with pre-programmed set of trading instructions for the initiation of orders placement, its individual parameters (including without limitation, the timing, price or quantity of the order) and subsequent management of execution of placed orders.

Execution Algorithm does not include any system that is only used for the purpose of routing orders to one or more trading venues or for the processing of orders involving no determination of any trading parameters or for the confirmation of orders or the post-trade processing of executed transactions.

“Order” means a request made by the Customer for execution of a transaction in Digital Currencies with the specification of execution type, amount, condition and other relevant parameters.

“Smart Order Routing Platform” means set of programs and rules that facilitate trades in Digital Currencies by automatically searching for and routing the Orders you place with Blackmoon to venues with optimal opportunities for execution of your Orders.

“Digital Currency Exchange” means a platform that facilitates deals in digital currencies and other digital assets and provides API and User Interface for performing trading activities.

I 2. SERVICES

- 2.1. Apollo Services of Blackmoon constitute the provision of a technological solution containing Execution Algorithms to You for execution of Orders on Digital Currency Exchanges via Smart Order Routing Platform.
- 2.2. Apollo Services are supplemental to Blackmoon's Services for the reception, transmission and execution of Orders as specified in the Terms. At no point will Blackmoon act or be deemed to act as a counterparty to the Orders or transactions. Apollo Services cover only additional execution mechanisms of orders submitted by the Customer.
- 2.3. Apollo Services may be provided with or without custody or safekeeping services by Blackmoon. The two options are set out below:
 - 2.3.1. Blackmoon Custody. The Customer transfers his/her Digital Currency to a designated Blackmoon Wallet Address for safekeeping and custody subsequent execution of Customer's Orders. The orders are executed in Blackmoon's name but on behalf of the Customer.
 - 2.3.2. No Custody. The Customer does not transfer his/her Digital Currency to Blackmoon's Wallet Address and maintains them in his Wallet. In order to enable the Apollo Services, the Customer provides Blackmoon with API key(s). The Orders are executed in the name and for the account of the Customer.
 - 2.3.3. Collateral Transfer. The provision of Apollo Services with No Custody shall be conditional upon prior depositing with us a Collateral to secure repayment of commission fees for our Services. Form and amount of the Collateral will depend on the risk assessment of your prospective trading activity.

APOLLO SERVICES DO NOT CONSTITUTE ALGORITHMIC TRADING IN ACCORDANCE WITH DIRECTIVE 2014/65/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 15 MAY 2014 ON MARKETS IN FINANCIAL INSTRUMENTS (MIFID II).

I 3. CUSTOMER REPRESENTATIONS

In addition to the representations listed in clauses 6.1 and 6.2 of the Terms, by accepting this Addendum and each time you use the Apollo Services, you hereby confirm and warrant the following:

- 3.1. You confirm that your Account is self-directed and you are solely responsible for all the Orders you place with us and that all transactions entered into by Us on your behalf are unsolicited, based on your own investment decisions and done in accordance with your instructions.
- 3.2. You are solely and fully responsible for decision making and with respect to and determining the suitability of Transactions via our Services.

- 3.3. You shall not use the Apollo Services for engaging in market manipulation (such as pump and dump schemes, wash trading, self-trading, front running, quote stuffing, and spoofing or layering regardless of whether prohibited by law);
- 3.4. You shall not use any automatic device, program, script, algorithm, or methodology (such as "deep link," "page scrape," "robot," "spider," or other), or any similar manual process, to access, acquire, copy, or monitor any portion of the Trading Platform or in any way reproduce or circumvent the navigational structure or presentation of the Services to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Services.
- 3.5. You shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that We have applied to the Apollo Services.
- 3.6. You shall not attempt to gain unauthorized access to any portion or feature of the Trading Platform or any other systems or networks connected to the Trading Platform or to any Blackmoon server or to any of the services offered on or through the Trading Platform, by any illegitimate or prohibited means. You shall not probe, scan, or test the vulnerability of the Services or any network connected to the Trading Platform, nor breach the security or authentication measures on the Services or any network connected to the Services. You shall not reverse look-up, trace, or seek to trace any information on any other user or visitor to the Trading Platform.
- 3.7. You shall not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Trading Platform or Blackmoon's systems or networks or any systems or networks connected to the Trading Platform. You shall not use any device or software to interfere with the proper working of the Trading Platform and Services or any transaction conducted on the Trading Platform, or with any other person's use of the Trading Platform. You shall not forge any contents, headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to the Trading Platform. Generally, You shall not use the Services in any unlawful manner.
- 3.8. You shall not modify, reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, broadcast, publish, remove or alter any proprietary notices or labels, license, sublicense, sell, mirror, frame, rent, lease, private label, grant a security interest in, create derivative works of, or otherwise exploit the Trading Platform, or any portion of the Trading Platform without Blackmoon's prior written consent.

I 4. NO DISCRETIONARY MANAGEMENT OR ADVICE

- 4.1. We will bear no responsibility for your investment decisions. If We provide you with any information with respect to any aspects of the Digital Currencies, that will be for information purposes only and should not be deemed to be a solicitation to buy or sell Digital Currency.
- 4.2. We will have no any discretionary authority to transact through your Account and will only act as an agent for execution of your Orders.

4.3. We do not provide investment advice and will not act in any fiduciary capacity with respect to you, your assets or your transactions.

5. FEES

- 5.1. We will display all effective fees, charges, commissions and other costs for the Apollo Services on the Website (www.blackmoon.net/apollo). We reserve the right to amend such fees and commissions at any time at our own discretion.
- 5.2. You acknowledge that the fees and commissions and other costs presented to You via the Website may represent the rates to be used for calculation of the exact amounts of fees and commissions and other costs and the exact amounts of fees and commissions and other costs may be based on the amounts of the respective operations which You execute via the Trading Platform. You further acknowledge that all the commissions, fees and costs may vary and/or may be amended from time to time by Blackmoon and notified to You via the Website.
- 5.3. You acknowledge that all amounts due to Us shall be deducted from Your assets as appearing in Your Account and by using the Services authorize us to make such deductions.

6. GOVERNING LAW

- 6.1. This Addendum to the Terms, its acceptance by You and the formation of the contract between You and Us based on the same, shall be governed by and construed in accordance with the laws of Malta. By using the Apollo Services You agree to recognize all electronic and magnetic data and documentation as admissible evidence when settling a dispute regarding any trades and investments effected pursuant to these Terms and Conditions. The courts in Malta shall have sole and exclusive jurisdiction regarding any dispute or claim arising hereunder.
- 6.2. Should you be dissatisfied with the services provided by Blackmoon, please review the procedure to be followed in our Complaints Policy available on the Website. If we are unable to resolve your complaint to your satisfaction, you may contact the Office of the Arbiter for Financial Services in Malta (details are available in the Complaints Policy).

Client's Signature

List of Client's Wallet Addresses and API Keys
Date: _____

Client's Account N° _____

CRYPTOCURRENCY WITHDRAWAL ADDRESSES

Wallet-1

Cryptocurrency
Wallet Address

Wallet-2

Cryptocurrency
Wallet Address

Wallet-3

Cryptocurrency
Wallet Address

Wallet-4

Cryptocurrency
Wallet Address

Wallet-5

Cryptocurrency
Wallet Address

Wallet-6

Cryptocurrency
Wallet Address

Client's Signature

[LOGO]
List of Client's Wallet Addresses and API Keys
Date: _____

Client's Account N° _____

I EXCHANGES API KEYS

Exchange-1 _____

API Public Key _____

API Secret Key _____

Exchange-2 _____

API Public Key _____

API Secret Key _____

Exchange-3 _____

API Public Key _____

API Secret Key _____

Exchange-5 _____

API Public Key _____

API Secret Key _____

Exchange-6 _____

API Public Key _____

API Secret Key _____

Exchange-7 _____

API Public Key _____

API Secret Key _____

Client's Signature