

Bot Creator Terms and Conditions

Introduction

1. These Terms and Conditions (hereinafter the “Terms & Conditions” or “Agreement”) constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“the Bot Creator” / “You” or “Your”) and BOTS Support Services B.V., a company organized under the laws of the Netherlands, having its registered office and principal place of business at Gedempte Oude Gracht 45-47, Haarlem, The Netherlands, registered with the Dutch Chamber of Commerce under number 84198486 (the “BOTS” / “we”, “us” or “our”), concerning creation and provision of your trading strategies on the BOTS Platform. If you do not agree with these Terms & Conditions, you will not be able to provide your trading strategies on the BOTS Platform.
2. By clicking on the checkbox “I agree with the BOT Creator Terms & Conditions”, you are acknowledging that you have read, understood, and accepted the Agreement and the English language contained hereunder as the main governing document for the legal agreement, including the statements as described in section 1 between you and BOTS.

I. Preliminary Remarks

Business of BOTS

3. BOTS provides technical support services for the BOTS Platform, where users of the BOTS Platform (the “Clients”) can use automated trading algorithms (the “**BOTS Platform**”).

Bot Creators Automated Trading Strategies

4. The Bot Creator intends to set up a computer based software program referred to as the “Trading Strategy”, which can run on the BOTS Platform and can be accessed and used by the Clients. The BOTS Platform allows the Trading Strategy to offer automatically generated trading signals to the Clients. The BOTS Platform converts the signals generated by the Trading Strategy into buy and sell orders which are executed by the BOTS Platform.

II. Cooperation Terms

5. The Bot Creator will develop the Trading Strategy with due consideration and compliance with the [BOTS Coin Rules](#), the [Bot Creator Onboarding Guide](#), the Bot’s Performance Policy (“Bot Creator Policies”) and with any other applicable rules and regulations. The Bot Creator is obliged to get acquainted with the Bot Creator Policies prior to the acceptance of these Terms & Conditions. BOTS will share any updates of the Bot Creator Policies with one

week's notice. After the one week period, any updated Bot Creator Policy or Policies will become effective.

6. As far as any development works are necessary to implement and activate the Trading Strategy created by the Bot Creator, the Parties agree to the following terms:
 - a) BOTS will provide the instructions for the implementation of the Trading Strategy into the BOTS Platform and BOTS will make the development resources available to assist the Bot Creator in this implementation.
 - b) The Bot Creator will connect with the API, and the trading signals can be fed directly and fully automatically into the API.

Platform Integration and Trading Strategy update

7. The Parties will cooperate to keep the Trading Strategy compatible with future releases of BOTS's software.
8. Bot Creator shall be obliged to keep its own Trading Strategy or Trading Strategies in full compliance with Bot Creator Policies in order to make its Trading Strategy or Trading Strategies current and fully functional.

Additional Trading Strategies

9. Additional new Trading Strategies created by the Bot Creator can be introduced and onboarded in the system. BOTS reserves the right to decline new Trading Strategies for the BOTS Platform at its sole discretion, including but not limited to reasons of unsuitability for the BOTS Platform. Such unsuitability can be based on the non-compliance of the new Trading Strategy with the Bot Creator Policies and/or any other regulations that are applicable.

Removal of Published Trading Strategies

10. BOTS can remove published Trading Strategies from the BOTS Platform. Such removal of published Trading Strategies can be based on, but is not limited to, the noncompliance with the Trading Strategy's description, and/or with a new version of Bot Creator Policies and/or any other regulations that are applicable. If possible, BOTS will allow the Bot Creator two working days to rectify the noncompliance issue. For the avoidance of any doubt, if BOTS has a reasonable suspicion that a published Trading Strategy is in breach of any regulation or is in any way causing any trademark or intellectual property infringement, or is in any way harmful to the Clients or the public, or has a substantial negative impact on the reputation of the BOTS Platform, BOTS reserves the right to remove any such published Trading Strategy immediately.
11. BOTS also reserves the right to remove any published Trading Strategy from the BOTS Platform if they are underperforming and suffer excessive loss pursuant to the Bot's Performance Policy. Before removing a Trading Strategy suffering excessive loss, BOTS will, in line with the provisions of Bot's Performance Policy, offer the respective Bot Creator an opportunity to improve the Trading Strategy's performance.

However, if BOTS has reasonable grounds to believe that a Trading Strategy's excessive loss is unacceptable and incapable of improvement, BOTS reserves the right to remove any such Trading Strategy from the BOTS Platform immediately.

12. If the Bot Creator intends to deactivate the Trading Strategy, a three (3) months notice period shall be applicable. During this notice period, BOTS shall inform the users about this upcoming event. The strategy will remain available at least one (1) month after BOTS had received the request for deactivation from the Bot Creator.

Forbidden Activities

13. The Bot Creator agrees not to use Trading Strategies published on the BOTS Platform to trick or manipulate the market for personal gain or at the request of third parties.
14. Tricking or manipulating the market includes but is not limited to 'Pump and Dump schemes (as defined in Art. 15), 'Front-Running' (or tailgating) (as defined in Art.16).
15. Pump and Dump schemes refer to the spreading of false or misleading information to create buying orders that will boost or "pump" up the price of an investment and then "dump" investments by selling their own investments at the inflated price. Once the fraudsters dump their investments, the market price typically falls, and investors lose money.
16. Front-Running refers to the act of placing a transaction in a queue with the knowledge of a future transaction to affect the market price substantially.
17. The Bot Creator that violates any provision of this article will respect the right of BOTS to claim full compensation equivalent to the amount gained from the forbidden activity or equal to the amount lost by the investors in the specific Trading Strategy.

Intellectual Property & Branding

18. The Bot Creator is the owner of the Trading Strategy. BOTS cannot and will not use, re-engineer, forward, share or sell or in any other form the Bot Creators' Trading Strategy without the explicit consent of the Bot Creator.
19. To limit integrity risks, Bot Creators will only be able to use their own trading strategies for investment(s) of not more than EUR 1.000 (eur one thousand) of total value per Trading Strategy.
20. BOTS is entitled to analyze and use the data derived from the signals when beneficial for the BOTS Platform.
21. Bot Creator can use its self-chosen name and description for the Trading Strategy in accordance with Bot Creator Policies, including the Bot Creator Onboarding Guide. It is the ultimate responsibility of Bot Creator not to infringe any brands, trademarks, and/or any

other intellectual property rights (“the Intellectual Property”) of BOTS or any third party by self-chosen name and/or description of the Trading Strategy.

Technical and Sales Support

22. The Parties will provide technical support to each other, which is necessary to understand the relevant software pieces of the other party and implement the Trading Strategy into the BOTS Platform.

Revenue Split and Fee Schedule

23. The payment for the Bot Creator can vary depending on the generated fees. The exact explanation of the fees can be found in Schedule 1.
24. The Bot Creator receives a fee per each successful trade. This fee is earned in the coin of the trade, as a percentage of the trade. Periodically the earned cryptocurrency fees will be converted to a stablecoin, to avoid exposure to potential losses of the underlying assets as much as possible. The Bot creator shall be able to withdraw fees at any time, at this time the coins will be converted to fiat and paid out to the Bot Creator.

Fees and Taxes

25. Unless other payment terms are agreed upon by the Parties to this Agreement, all fees payable by BOTS to the Bot Creator will be self-billed by BOTS at the end of each month, and will be due and payable by BOTS within fourteen (14) calendar days after the invoice date.
26. The self-billing invoice must fulfill the obligations of Article 35a of the Dutch Law on Turnover Tax 1968, namely:
- a) Bots will use the stationery of the Bot Creator to draw up the invoice;
 - b) Bots will use invoice numbers as provided by the Bot Creator;
 - c) The Bot Creator's VAT number must be stated on the invoice;
 - d) The following statement must be included on the invoice: "invoice issued by BOTS Support Services B.V."
27. The liability for declaring and paying their applicable VAT, income tax and all other applicable tax obligations remain solely with the Bot Creator. The Bot Creator must pay the VAT, income tax, and all other applicable taxes by themselves..
28. The Bot Creator reserves the right to suspend the Trading Strategy if payment for amounts due under this Agreement is not made within forty (40) calendar days after the invoice date.

III. General Provisions

Regulations

29. The Parties acknowledge that there will be regulatory questions to be clarified, depending – not only, but also – on the structure of the service and the location of the Clients. The Parties agree that it is in their mutual interest to fully comply with all regulatory requirements and that they will seek legal advice when deemed appropriate before they activate the service for the Clients or a selection thereof.
30. The Bot Creator will comply with the applicable law and regulations and will cooperate with the ‘Know Your Client’ (KYC) procedure of BOTS.
31. To ensure the security of the BOTS Platform, the Bot Creator hereby agrees to provide BOTS with the following required for the initial identification. BOTS shall contact the Bot Creators separately in the event that further documents are required.
32. For the purposes of KYC procedure of BOTS in connection with provisions of Art. 30 and 31, Bot Creators who are natural persons are obliged to submit:
- a) Passport copy of Bot Creator
 - b) Filled in Private Bot Creator KYC Questionnaire
 - c) Any other information, documents or data that may be necessary to establish Bot Creator’s identity and their verification.
33. For the purposes of KYC procedure of BOTS in connection with provisions of Art. 30 and 31, Bot Creators who are legal persons are obliged to submit:
- a) Organization chart of the company going up all the way to the natural persons owners (UBO(s))
 - b) Chamber of Commerce extract
 - c) Passport copies of the UBO(s)
 - d) Proof of the powers of representation of the representative(s)
 - e) Filled in Corporate Bot Creator KYC Questionnaire
 - f) Any other information, documents or data that may be necessary to establish Bot Creator’s identity and their verification.

Notices

34. All notices, requests, claims, demands and other communication hereunder shall be in writing in English language by email and delivered to the email address: botcreators@revenyou.io.

Termination

35. The Bot Creator may unilaterally terminate these Terms & Conditions without giving any reason with four (4) months written notice. Termination will be effective upon the expiration of the notice period.
36. BOTS may unilaterally terminate these Terms & Conditions with relation to the specific Bot Creator with one (1) month written notice, without giving any reason.

37. In the event that the Bot Creator does not comply with their obligations under these Terms & Conditions, and/or the legal obligations applicable to them, and/or their obligations according to the internal policies of BOTS, including, but not limited to, the Coin Rules and the Bot Creator Onboarding Guide, BOTS reserves the right to terminate these Terms & Conditions immediately.

Successors and Assignment

38. The Bot Creator cannot transfer rights and obligations arising from these Terms & Conditions to anyone without an additional written Agreement; the transfer Agreement needs to be signed and agreed upon by both Parties. If such a transfer Agreement has been made, the Agreement shall also be binding upon and ensure for the benefit of the successors of the Parties.

Confidentiality

39. Both parties declare that, during the term of these Terms & Conditions and for a period of twenty-four (24) months following their termination, they will observe complete secrecy towards each other with regard to everything they have come to know in the context of these Terms & Conditions and afterward concerning the other party or parties and of which they know or may suspect that this information is confidential.
40. Confidential information as used herein, whether or not reduced to writing and in any and all stages of development, shall include but shall not be limited to, the following types of information and other information of a similar nature provided by either Party (whether tangible or intangible and whether or not reduced to writing): discoveries, ideas, concepts, software programs in various stages of development, prototypes, designs, drawings, patterns, plans, procedures, specifications, techniques, models, data, source code, object code, documentation, diagrams, forecasts, flow charts, research, development, processes, procedures, "know-how" and inventions, applied theories and ideas, management information systems, operations methodologies, policies and procedures, accounting practices, marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies, agreements, identity of and information relating to suppliers, developers, manufacturers, licensors and distributors, and sales, financial and personnel information. This includes, but is not limited to, any details regarding the business relationship between BOTS and the Bot Creators, including details regarding the operational functioning of the BOTS Platform and/or the functioning of the trading strategies. In the event of any operational difficulties, the Bot Creator is obliged to retain the confidentiality obligation. Confidential Information also includes any written or recorded summary or analysis of Confidential Information prepared by either Party and any information described above that either Party obtains from another party and which that Party treats as proprietary or designates as Confidential Information. Confidential Information also includes "Confidential Materials" which covers any and all tangible materials and objects which embody Confidential Information or from which Confidential Information can be read, reproduced or utilized.

41. Notwithstanding the foregoing, Confidential Information shall not include information, technical data, or "know-how" which: (i) is/was in possession of the receiving Party at the the time of disclosure and/or is demonstrably known by the receiving Party prior to its receipt from the disclosing Party; (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving Party; (iii). is approved by the disclosing Party, in writing for release; (iv) is developed independently by the receiving Party; or (v) is received from a third party not having an obligation of confidentiality.
42. The Parties shall not disclose any Confidential information of the other Party or any discussions concerning such Confidential Information or the fact of such discussions, to third parties or to employees of the receiving Party except those employees who are required to have the Confidential Information in order to carry out the discussion of the contemplated business.
43. The Parties shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other Party in order to prevent it from falling into the public domain or in the possession of persons other than those persons authorized hereunder to have any such information. These measures shall include the highest degree of care that each of the Parties uses to protect its own Confidential Information of a similar nature. The receiving Party agrees to notify the other Party in writing of any misuse or misappropriation of Confidential Information of the disclosing Party which may come to the attention of the receiving Party.
44. The Party may disclose Confidential Information if it is compelled by Law to disclose any Confidential Information if the Receiving party: (i) provides the disclosing Party with prompt written notice so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement; (ii) cooperates with the disclosing Party to obtain a protective order or another appropriate remedy. If the Parties cannot obtain a protective order, another appropriate remedy, or otherwise fail to quash the legal process requiring disclosure, the receiving party may disclose the requested Confidential Information only to the extent necessary to satisfy the request.
45. The Parties shall not keep confidential information longer than necessary in the context of this Agreement and therefore in any case destroy it if this Agreement ends and no additional written agreements have been made about the longer storage of the confidential information.

Defamation

46. The Parties agree that in no event, and at no time during the Term or after the termination of these Terms & Conditions, shall either of them disparage, denigrate, slander, libel, or otherwise defame, the other or the other's businesses, services, properties, or assets, including employees, personnel, agents, or representatives, regardless of the form of communication.

Non-compete, Non-solicitation, Non-circumvention

47. During the term of these Terms & Conditions and following its termination, Bot Creators are allowed to provide any of its Trading Strategies to any other Third Parties. If Bot Creator provides its Trading Strategies to Third Parties, the Bot Creator is obliged not to use the same name for such Trading Strategies as used on BOTS Platform and vice versa. If Bot Creator fails to satisfy this obligation, BOTS has a right to immediately suspend the Trading strategy from the BOTS Platform.
48. Notwithstanding the foregoing, the Bot Creator agrees not to hire or to solicit the employment of any personnel, employee, or sub-contractor of BOTS, either directly or indirectly, during the Term of these Terms & Conditions and twelve (12) months following its termination, unless the written permission of BOTS is given.

Penalty

49. If The Bot Creator acts contrary to (one or more) of the provisions and/or orders from the above Sections on Confidentiality, Defamation, Non-Compete and Non-Solicitation, the Bot Creator will immediately and at once for each violation and without judicial intervention, forfeit to BOTS an immediately due and payable fine in the amount of EUR 25.000 (twenty-five thousand) and also, without judicial intervention, forfeit a due and payable fine of EUR 5.000 (five thousand) for each day or part of a day that the violation has taken place and continues, notwithstanding all further rights of BOTS, including, by way of derogation from **Section 6:92 of the Dutch Civil Code**, the right to claim full compensation instead of this fine, the right to claim compensation in addition to this fine to the extent that the damage exceeds the amount of the fine and the right to demand compliance instead of this fine or in addition to it

Liability and Third-Parties Benefits

50. Each Party to these Terms & Conditions assumes its own rights and obligations and does not assume the rights and obligations of any other Party. Any joint and several liabilities under or in connection with these Terms & Conditions shall herewith be explicitly excluded.
51. These Terms & Conditions shall not grant any rights to any third parties and is not intended to operate for the benefit of third parties, unless otherwise explicitly provided for herein.
52. The Bot Creator agrees to indemnify and hold BOTS, and their affiliates harmless from any losses arising out of or relating to an attempt to amend or cancel a transfer request.
53. Bot Creator understands and agrees that BOTS shall not be held responsible for any losses or other consequences that result from BOTS' timing of or other determinations for placing orders.

54. The BOTS Platform is provided “as is” and the Bot Creator hereby disclaims all warranties, whether express, implied, statutory, or otherwise, specifically all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, this includes all warranties arising from the course of dealing, usage, or trade practice.

Indemnification

55. BOTS shall indemnify, defend, and hold the Bot Creator harmless from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys’ fees) incurred by BOTS resulting from any third party claim, suit, action, or proceeding that the BOTS Platform or documentation provided by BOTS and the software created by BOTS, or any use thereof in accordance with this Agreement, infringes such the third party.
56. If a third party’s claim is made or appears possible, BOTS agrees to permit the Bot Creator, at the Bot Creator’s sole discretion, to (a) modify or replace the concerned Trading Strategy(ies), or component or part thereof, within 2 (two) working days to make it non-infringing, or (b) to discontinue the Trading Strategy(ies) in accordance with the applicable (internal) rules and in consultation with BOTS.

Entire Agreement

57. These Terms & Conditions contain the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings with respect thereto.
58. BOTS reserves the right to amend these Terms & Conditions at any time. If BOTS changes these Terms & Conditions in a significant way, Bot creators will be notified through the email address provided by the Bot Creator in the onboarding questionnaire). By continuing to use the BOTS Platform, Bot Creator acknowledges the most recent version of Terms & Conditions. If the Bot Creator does not agree to the Terms & Conditions, they must stop using the services provided by BOTS.
59. If BOTS does not enforce (parts of) these Terms & Conditions, this cannot be construed as consent or waiver of the right to enforce it at a later moment in time or against another Client.
60. The invalidity or unenforceability of any provision of these Terms & Conditions shall not affect the validity or enforceability of any other provision of these Terms & Conditions. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid provision.

Interpretations and Definitions

61. Unless the context or the expressed provision of these Terms & Conditions otherwise requires, headings and subheadings of the Sections and/or provisions contained herein are for

convenience and reference purposes only and shall not have any effect on the meaning or construction of any of the provisions hereof.

Governing Law

62. These Terms and Conditions shall be exclusively subject to the laws of the Netherlands. Disputes arising from these Terms and Conditions shall be submitted to the exclusive jurisdiction of the Court of Haarlem.

Schedule 1

1. Bot Creators are able to generate revenue for each Trading Strategy they place on the BOTS Platform.
2. The fee structure for each Trading Strategy depends on the Trading Strategy's rotations(one rotation represents one full trade with 100% of the capital in a bot), trade volume, and performance.
3. The calculation is based on the term 'basis point'. A basis point is defined as 0,01% of a particular value.
4. The following fees can be applicable for each Trading Strategy.
5. **Transaction Fee:** a fee that is deducted from the total value of each transaction (Rotation) that the Trading Strategy performs. The fee ranges between 2 to 3 basis points depending on the trade frequency.
 - a. Trading Strategies that execute below 2 rotations per month will be eligible to receive 2 basis points for every executed rotation.
 - b. Trading Strategies that execute between 2 and 30 rotations per month will be eligible to receive 3 basis points for every executed rotation.
 - c. Trading Strategies that execute over 30 rotations per month will be eligible to receive 2 basis points for every executed trade.
6. **Performance Fee:** a fee that can be earned based on the performance of the Trading Strategy. 2-3 basis points are collected out of the total value of every trade that every Trading Strategy on the BOTS Platform performs. The total amount (the "performance pool") is then distributed to the 50 best performing Trading Strategies per half year in the following way, only Bots with a positive PnL are eligible for the performance fee.

Number of rotations	<2	2-30	30+
Bot creator fee	0.02%	0.03%	0.02%
Performance fee	0.03%	0.03%	0.02%

7. **Half Year Performance Rank:** The Half Year performance rank is based on the 6-month performance of the Trading Strategy. BOTS calculates the performance (ratio) by dividing the PnL (Profits and Losses) of a bot with the PnL of the traded assets. Performance is measured over the period of six months ("**measurement period**"). Trading strategies that will enter the platform during the 6 month period are eligible to become part of the performance pool.

Half year performance rank	% of the performance pool
1	11,0%
2	7,5%
3	5,5%
4-10	3,5%
11-25	2,0%
26-50	1,0%