

BUG BOUNTY PROGRAM

1. General

We are pleased to announce the launch of our Bug Bounty Program for the certain software provided through www.xbtce.com.

For the purposes of this Bug Bounty Program, we use the following definitions:

Bug – is an error, flaw, failure or fault in a computer program or system that causes it to produce an incorrect or unexpected result, or to behave in unintended ways.

Vulnerability – is a weakness in computer security, internal controls, design or implementation, which allows an attacker to reduce the system's information assurance or exploit it whether accidentally or intentionally in any ways.

Exploit – is a piece of software, a chunk of data, or a sequence of commands that takes advantage of a bug or vulnerability in order to cause unintended or unanticipated behavior to occur on computer software and/or hardware. Such behavior frequently includes without limitations gaining control of a computer system, allowing privilege escalation, or a denial-of-service (DoS or related DDoS) attack. This term also includes Expert advisers that are designed on the base of the Bugs and Vulnerabilities.

Under the terms of the Bug Bounty Program, we offer a bounty (a money reward) for any security-relevant bugs, vulnerabilities and exploits (hereinafter collectively – “Bugs”) detected in: the Website www.xbtce.com; My xBTCe Area; Trading Terminals (including web, win, mobile etc.); Account registration service; API (FIX, webREST, webSocket); xBTCe PAMM service and related software; Support xBTCe are, incl. website and related software, other software and related services which form the xBTCe Trading System collectively referred to as “the Reportable area”

2. Who is eligible to participate in the Bug Bounty Program

You are eligible to participate in this program if:

- you are 14 years old. If you are at least 14 years old but are considered a minor in your place of residence, you must get your parent’s or legal representative’s permission prior to participating in this Bug Bounty Program; and
- you are an individual security researcher participating in your own individual capacity; and
- you are NOT a current employee of xBTCe or its subsidiary, business partners or an immediate family (parent, sibling, spouse, or child) of such an employee.

3. The requirements to qualify the Bug for bounty

In order to qualify the Bug for bounty it must meet the following conditions:

- the Bug is in our software or third-party software integrated into xBTCe trading system, www.xbtce.com and falls under the list of the Reportable area;
- the Bug is security-relevant and may impact on distribution of our and/or customers funds, on the security of our system, personal information or corruption to any data,
- the Bug is unknown for us and you are the first to report it. If we receive multiple Bug Reports for the same issue from different parties, the bounty will be granted to the first qualified Bug Report;

We may reject any Bug Report, that in our sole discretion does not meet these criteria.

4. What issues won't qualify for a bounty

This Bug Bounty Program is devoted to uncover significant Bugs that have a direct and demonstrable impact on the operation and security of our system and our customers' data and/or may cause the loss of our or customers' funds and/or profits, unlawful enrichment of any person. We will not qualify for a bounty the issues having impact on the operation of our system in case the customer could resolve the issue by itself.

The reports on the bugs and vulnerabilities in the third party software and services beyond the Reportable area (operation systems, libraries, browsers, plugins, host-services, SDN, cloud software an services, CRM, forums etc.) are welcomed but as a general principle not qualified for a bounty. Such issues are investigated by the respective vendors. Nevertheless, the critical issues having impact on our software, services may be investigated by us.

Please note, that we reserve the right to reject any submission that we determine, in our sole discretion, falls into any of these categories of Bugs even if otherwise eligible for a bounty.

5. How to submit a Bug report.

Any Bug Reports must be made via electronic mail to the following address: bugreport@xbtce.com

All Bug Report must be made in a legible and comprehensive manner, and must contain at least the following:

- a). Full name of the submitter;
- b). Client's login in My xBTCe, if any;
- c). Reference to the Reportable area;
- d). Details of the Bug in question. Please use separate Bug Reports to describe each Bug, unless the Bugs are form a clear chain. Describe the vulnerability of our services or infrastructure that compromises the security or privacy. Include concise reproducibility steps that are easily understood;
- e). Description of the situation that the Bug refers to supported by screenshots. The Bug Report should include all the links have been clicked, the page visited, URL-addresses, etc. Images and video should

be accompanied by a written explanation. If you attach video file it should be recorded with a resolution, which allows to read text or URL-address;

- f). Description of an attack scenario that can exploit the Bug. We believe that this information is very important and has the most impact on the reward amount.

A Bug Report must be executed in a courteous manner, may not contain any inappropriate language and/or other indecent content and may not be otherwise made in a manner abusive to the xBTCe and its staff.

If during the investigation of the Bug you inadvertently have admitted breach of confidentiality (for example, you have gained the access to xBTCe users' account information, service configurations, or other sensitive information), please indicate this in your Bug Report.

There are no restrictions on the number of qualified Bug Reports an individual submitter can provide and be paid for.

By sending us a Bug Report, you are agree and acknowledge that you will neither disclose the Bug Report content including functioning exploit code for the applicable vulnerability to anyone nor use it on your own account.

If Your Bug Report meets the requirements above, you will receive an email message stating that your Bug Report has been successfully received by us.

6. How your Bug Report is investigated

Our Bug research team will review all correctly submitted Bug Reports and validate their eligibility.

xBTCe retains sole discretion in determining which Bug Report is qualified.

The review time may vary. Please note that, considering the amount of submitted Bug Reports and its complexity and completeness, it may take time to investigate your Bug Report. Please refrain from disclosure of the content of your Bug Report or publication it on other resources.

Each qualifying Bug Report will be assigned with an unique identification number ("Bug report ID"), which will be communicated to you following the initial assessment of the Bug Report. You shall refer to the Bug report ID in the "Subject" field of each subsequent communication to the xBTCe related to the respective Bug Report.

7. The amount of bounty

Bounties will be paid out at xBTCe sole discretion based on the quality and complexity of the Bug reported.

The minimum bounty paid for a qualified Bug Report is USD 10 up to a maximum of USD 5,000.

The final amount is always chosen at the discretion of the Bug research team and depends on the risk posed by the Bug in question, its impact on the proper work of our services and other factors. In particular, we may decide to pay higher rewards for unusually clever or severe vulnerabilities; decide to pay lower rewards

for vulnerabilities that require unusual user interaction; decide that multiple reports are so closely related that they only warrant a single reward. The decisions made by xBTCe are final and binding on you.

After your Bug Report has been validated by our Bug research team, you may be contacted to provide the necessary paperwork to process your payment. After we receive that paperwork and confirm that you are eligible to receive payment under this Bug Bounty Program, we will deem your submission to be qualified and process your bounty.

8. Forbidden activity

You must not use the Bug neither for your own nor for the third party benefit or to damage our Trading System, software etc.

You must not disclose the content of your Bug Report or publish it on other resources.

You must not violate the law or compromise any data that is not your own when testing a Bug or submitting a Bug Report.

When investigating a Bug, you should only ever target your own accounts or create the demo account(-s). Never attempt to access anyone else's account or data and do not engage in any activity that would be disruptive or damaging to other xBTCe users or to xBTCe itself.

When investigating a Bug you must not attempt to carry out without limitations the following techniques: DoS attacks, leverage black hat SEO techniques, spam people, write and exploit Expert advisers that are designed on the base of the Bugs. We also discourage the use of any vulnerability testing tools that automatically generate very significant volumes of traffic.

If our Bug Research team will find out that you have done any activity specified in this clause, you do not qualify for a bounty. If you report a Bug used in an ongoing or past attack and we have grounds to suspect that you are the attacker we reserve the right not to pay a bounty.

9. Release of liability

We will take no legal actions, indemnify and hold the you harmless from and against any and all liabilities, in respect of the your activity with the Bugs in our Reportable area, provided that you and your Bug Report stay in compliance with the terms of this Bug Bounty Program.

10. Legal points

By submitting your Bug Report to xBTCe, you hereby:

- grant us the following non-exclusive, irrevocable, perpetual, royalty free, worldwide, sub-licensable license to the intellectual property that may contain your Bug Report: (i) to use, review, assess, test, and otherwise analyze your Bug Report; (ii) to reproduce, modify, distribute, display and perform publically, and commercialize and create derivative works of your submission and all its content, in whole or in part, in connection with this program; and (iii) to feature your submission and all of its

content in connection with the marketing, sale, or promotion of this program (including internal and external sales meetings, conference presentations, tradeshows, and screen shots of the submission in press releases) in all media (now known or later developed);

- agree to sign any documentation that may be required for us or our designees to make sure of the rights you granted above;
- understand and acknowledge that xBTCe may have developed or launch materials similar or identical to your submission, and you waive any claims you may have resulting from any similarities to your submission;
- represent that your submission is your own work and that you haven't used information owned by another person or entity.

We can not pay the bounty to the persons reside in the countries subject to United Nations Security Council Sanctions or countries subject to a Financial Action Task Force ("FATF") call on its members and other jurisdictions to apply counter-measures to protect the international financial system from the on-going and substantial money laundering and terrorist financing (ML/TF) risks emanating from the jurisdictions.

You are responsible for any tax implications depending on your country of residency and citizenship. There may be additional restrictions on your ability to participate in our Bug Bounty Program depending upon your local law.

If there is a dispute as to who the qualified submitter is, we will consider the eligible submitter to be the verified account holder of the email address used to register the account in My xBTCe.

We reserve the right to publish Bug Reports lists and list of experts that have submitted useful Bug Reports in the security system. You may notify us that you want to remain anonymous to the public, however we must know your legal name and address in order to pay you.

If your Bug Report is qualified but you less than 14 year old or you are considered a minor in your place of legal residence, we may require your parent or legal representatives to sign all required forms on your behalf. If you do not complete the required forms as instructed or do not return the required forms within the time period listed on the notification message, we may not provide payment. We cannot process payment until we have received the fully executed required documentation.

11. Miscellaneous.

We can cancel this Bug Bounty Program at any time we deem fit for any reason whatsoever.

Be sure that you have carefully read and understood the terms of this Bug Bounty Program before sending us any Bug Report. By sending a Bug Report to us, you agree to these terms. If you do not want to agree with these terms, do not send us any Bug Report or otherwise participate in our Bug Bounty Program.