



Client Agreement

Update: may 2024

JPB Limited a company incorporated in Saint Lucia and registered by the Financial Services Authority with company number (reg.nr:2024-00317). Registered address: The Registered Office of the Company will be located at the offices of Fortigate Offshore Investment and Legal Services



Ltd. Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia. v
based company which is regulated by the laws of that country.

1. Terms and definitions	3
2. Introductory provisions	11
3. Entry into force	12
4. Activation of your personal account and trading account	13
5. Services	13
6. Conflict of interest and material interest	17
7. Commissions and other costs	17
8. Currency and payments	19
9. Limitation of Liability and damages	20
10. Written notification	21
11. Modification and termination of the Agreement	21
12. Personal data and recording of phone calls	22
13. Confidentiality and Disclaimer	23
14. Non-fulfillment of obligations	24
15. Statements and guarantees of the parties	25
16. Force majeure circumstances	27
17. Other provisions	28
18. Applicable law and Jurisdiction	33
19. Use of the trading platform and security	34
20. Dispute settlement procedure	35
21. Refusal to satisfy the claim	37
22. Risk recognition and risk notification	38
23. Trade benefits	39



CLIENT AGREEMENT

1. Terms and definitions

1.1 This Client Agreement (hereinafter referred to as the Agreement) uses the following terms and definitions:

Market conditions other than normal - the presence of conditions other than normal market conditions, for example, when the market experiences low liquidity, rapid price changes, or price gaps.

Access Data - access codes, authorization code, password(s), Client's trading account number and any information necessary for placing company orders.

Affiliate - in relation to the Company means any legal entity directly or indirectly controlled by the Company, or any legal entity directly or indirectly controlling the Company, or any legal entity directly or indirectly under common control with the Company. In this regard, "control" means the ownership of a controlling interest in the Company or the aforementioned legal entities.

Agreed procedure - any procedure agreed between the Parties relating to a dispute, except for the procedure for settling a dispute, to which the parties have the right to make changes.

Bid price or Ask - a higher quote price, that is, the price at which the Client can buy currency.

Balance - the final financial result of all completed transactions and money transfer operations carried out on the trading account.

Base currency — the first currency specified in the currency pair, at the exchange rate of which the Client buys or sells the quote currency.

Offer price or Bid is the lower quote price, i.e. the price at which the Client can sell the currency.

Client Terminal - a software product and (or) JPB Trader application, through which the Client can receive information about trading in financial markets (in the amount determined by the Company) in real time, conduct technical analysis of the markets, perform trading operations,

place/modify/delete orders, as well as receive messages from the Company. It is freely available on the Company's website.

The company - JPB Limited a company incorporated in Saint Lucia and registered by the Financial Services Authority with company number (reg.nr:2024-00317). Registered address: The Registered Office of the Company will be located at the offices of Fortigate Offshore Investment and Legal Services Ltd. Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia. v based company which is regulated by the laws of that country.

A complete completed transaction is a transaction that consists of two opposite trading operations of the same volume



(opening a position and closing a position): a purchase followed by a sale or a sale followed by a purchase.

Liquidity Provider - a bank or ECN that provides streaming prices to the Company. Can be used by the Company to hedge client trades.

Contract Specification - the main trading conditions (spread, lot size, initial margin, hedged margin, etc.) applicable to each instrument displayed on the Company's website.

The currency of the trading account is the currency that the Client chooses at the time of opening the trading account.

A currency pair is an object of a trading operation based on a change in the value of one currency in relation to another currency.

Client — any natural or legal person who has filled out the Client Registration Form (except for stateless persons; natural persons under the age of 18; natural or legal persons who are residents of countries in which the personal account service is not offered).

Customer Data — any information or documentation received by the Company from the Customer or otherwise received by the Company in relation to the Customer, his account or regarding the provision or use of services by him.

The Client registration form is an application form available on the Company's website, which the Client must fill out to register him in the Personal account service.

Data submission date — each data submission date agreed by the parties.

Controversial situation - has one of the following definitions:

A conflict situation in which the Client reasonably believes that the Company violates one or more provisions of regulatory legal documents as a result of any actions or omissions; or

A conflict situation in which the Company reasonably believes that the Client, as a result of any actions or omissions, violates one or more provisions of regulatory legal documents; or

A conflict situation in which the Client enters into a transaction at an erroneous (non-market) quotation, or in which the Client, before the first quotation enters the trading platform, enters into a transaction at the time of market opening, or in which the Client enters into a transaction at a quotation received by the Client as a result of the Company making any obvious error or as a result of malfunctions software of the trading platform.

Any dispute arising between the parties, which, at the absolute discretion of the party that provided the relevant notification of the occurrence of a dispute situation, should be settled according to the Dispute Settlement Procedure (or according to another agreed procedure; and in respect of which notification of the occurrence of a dispute situation was promptly provided.

Date of occurrence of a dispute situation — in relation to a dispute situation means the date on which the notification of the occurrence of a dispute situation was promptly provided by one of the parties to the other party, except in cases when both parties provide notification of the occurrence of a dispute situation in relation to a dispute situation, and, in this case, the date of occurrence of a dispute situation is the date on which one of the above notifications was first delivered to the relevant party. Each notification of the occurrence of a dispute situation will be considered promptly and properly provided if it is provided in accordance with the procedure agreed between the parties for the provision of



notification in accordance with this Agreement.

Inactive and (or) inactive account — the trading account of the Company's Client, on which the Client / account holder / owner did not conduct any trading activity and (or) which was not used for 30 (thirty) consecutive days and on which the Company did not carry out any trading operations and (or) for which the Company did not fulfill any orders of the Client

Commission for an inactive and/or inactive account is a monthly commission for account maintenance in the amount of US \$ 100 or in another currency in dollar equivalent, which the Company has the right to charge at its absolute discretion and (or) which the Client pays (subject to changes periodically made by the Company) for his Inactive Account opened with the Company.

Funds — the current account status. It is determined by the formula: Balance + Floating profit — Floating loss.

Erroneous quotes — quotes received by the Client Terminal as a result of some system technical error.

An erroneous (Non—market) quotation is an erroneous quotation with the following characteristics:

A significant price gap; and

The return of the price within a short period of time to the initial level with the formation of a price gap; and

The absence of rapid price dynamics before the appearance of this quote; and

Absence of macroeconomic events and (or) corporate news before and immediately after its appearance; and

A significant deviation from the current market price.

The Company has the right to delete erroneous (non-market) quotes from the quotes database on the server.

Floating profit/loss — current profit/loss on open positions, calculated at current quotes.

Free Margin — funds on the trading account that can be used to open a position. Calculated as funds minus the required margin.

Hedged margin is the margin required by the Company and sufficient to open and maintain positions with the opposite direction. Detailed information about each instrument is contained in the contract specification.

Indicative quotation is a quotation for which the Company has the right not to accept any instructions or execute any orders.

Initial Margin is the margin required by the Company to open a position. Detailed information about each instrument is contained in the contract specification.

An order is an instruction of the Company's Client to open/close a position or issue/modify/delete an order.

Instrument — any currency pair, spot metals, contract for difference and other financial instruments offered by the Company.

Legal income — income received as a result of the occurrence of a case of default, erroneous quotation or violation of



any provisions of regulatory documents.

Leverage or the ratio between borrowed and own funds — the ratio 1:25, 1:50, 1:100, 1:200, 1:500, 1:1000, 1:2000 (other ratios can also be published on the website) in relation to the volume of the trading operation and the initial margin. The ratio of 1:100 means, in relation to the opening of a position, that the size of the initial margin is one hundred times less than the volume of the trading operation.

A long position is the purchase of an instrument in the expectation of an increase in the exchange rate. In relation to currency pairs — purchase of the base currency for the quote currency.

The Client terminal log file is a file created by the client terminal that logs all requests and orders sent by the Client to the Company to the nearest second.

The server log file is a file created by the server that logs all requests and orders received from the Company's Client, as well as the results of their processing, to the nearest second.

Lot — the value of the volume of the base currency or securities or troy ounces of precious metal in the trading platform.

Lot size — the number of securities, underlying assets or units of the base currency or the number of troy ounces of precious metal in one lot specified in the contract specification.

Margin or Collateral — the necessary guarantee funds to maintain open positions specified in the contract specification for each instrument.

Margin level is the percentage ratio between the funds and the required margin. The calculation is made according to the formula: $(\text{Funds} / \text{Required margin}) \times 100\%$.

Margin trading is urgent transactions on the OTC market, in which the Client can carry out trading operations with much less funds on the trading account than necessary, based on the volume of the trading operation.

Locked positions are long and short positions of the same volume opened on the same instrument on the same trading account.

Personal Account is the official individual space of the Client on the website, through which the Client gets access to all services provided by the Company, including any trading and (or) non-trading operations, but not limited to those.

The required margin is the monetary security required by the Company to maintain open positions. For each instrument, it is specified in the contract specification on the website.

Normal market conditions — a market in which there are no:

significant gaps in the flow of quotes in the trading platform;

and fast price movements;

and big price gaps.

An open position is a long or short position that is not a complete completed transaction.



Order — the order of the Client of the Company to open or close a position when the price reaches the order level.

The order level is the price specified in the order.

Precious metal or **spot metal** — cash gold or cash silver.

The price gap means the following:

The current Bid price is higher than the Ask price at the previous quote; or

The current Ask price is lower than the Bid price at the previous quote.

Quote — information about the current price of a certain financial instrument in the form of Bid and Ask prices.

The quote currency is the second currency in the currency pair that the Client can buy or sell to get the base currency.

Quote database — information about the flow of quotes, which is stored on the server.

Quote flow is the process of receiving quotes to the trading platform for each instrument.

Course — means the following:

In relation to a currency pair: the unit value of the base currency expressed in the quote currency; or

In relation to precious metal: the price per troy ounce of precious metal, expressed in US dollars or any other currency provided for this instrument in the contract specification.

Request for Quotation or **Request** is the Client's instruction to the Company to receive a quotation. The request is not an obligation to make a transaction.

Server is a software product through which client orders and requests are processed, information about trading on financial markets is provided to the Client in real time (to the extent determined by the Company), accounting for mutual obligations between the Client and the Company in accordance with the terms of regulatory documents.

A short position is a transaction for the sale of a currency that is profitable when market prices fall. In relation to Currency pairs: the selling rate of the base currency relative to the quote currency.

The spread is the difference between the Bid price and the Ask price.

A third—party service provider is a legal entity agreed by the parties that will perform all or part of the operations for the corresponding position for both parties.

The trading account is a unique personalized system for registering all complete completed transactions, open positions, orders and deposit/withdrawal transactions in the trading platform.

Trading Account History — any and (or) all commercial and (or) non-commercial activities of the Client, including, but not limited to, services for depositing, withdrawing, crediting funds and (or) other services offered by the Company in relation to the Client's account opened with the Company, regardless of whether they arise as a result of transactions and (or) in the JPB Trader trading platform, which may periodically form part of the Client's private and personal space, or which are subject to transfer and (or) subsequent archiving and (or) compression and (or) reduction, however, at any



time they remain fully accessible to the Client in his private and personal space in the trading platform.

Trading platform — all programs and technical means that allow you to receive Quotes in real time, and allow you to carry out trading operations, as well as place / change / delete / execute orders and calculate all mutual obligations existing between the Client and the Company. The trading platform consists of a server and a client terminal, including (but not limited to) the JPB Trader platform.

Trading operation — any transaction that is carried out or concluded by the Client or on behalf of the Client in accordance with this Agreement and the rules of operations.

The volume of a trading operation is the product of the number of lots and the lot size.

Stop Loss is a trading order that involves closing a previously opened position at a price less favorable to the Client than the current price at the time of placing the order.

Stop Out is an order to forcibly close a position generated by the server (without the Client's consent and prior notification) in case of a shortage of funds to maintain an open position.

Take Profit is a trading order that assumes closing a previously opened position at a price more favorable to the Client than the current price at the time of placing the order.

Trading bonus - is the Company's funds credited to the Client's trading account in order to provide an additional opportunity to perform trading operations. The company's funds are prohibited from withdrawal without trading. The formula for calculating the bonus trade is: \$ 1 bonus = 1.00 lot for gold and silver instruments. The Company has the right to refuse partial or full withdrawal of the Client's funds until the bonus is fully traded. The Company's funds participate in margin provision of positions only at the discretion of the company. The Company has the right to withdraw the allocated funds from the Client's trading account at any time at the discretion of the Company.

Personal deposit of the company (Deposit) - is the Company's funds credited to the Client's trading account in order to provide an additional opportunity to perform trading operations. The company's funds are prohibited from withdrawal without trading. The formula for calculating the bonus trade is: \$ 1 bonus = 1.00 lot for gold and silver instruments. The Company has the right to refuse partial or full withdrawal of the Client's funds until the bonus is fully traded. The Company's funds participate in margin provision of positions only at the discretion of the company. The Company has the right to withdraw the allocated funds from the Client's trading account at any time at the discretion of the Company.

Partner - an individual or legal entity acting on the basis of the Agreement on behalf of the Company.

Sub-Partner - an individual or legal entity acting on the basis of this Agreement, assigned to the Partner.

1.2 Any reference to the provision of the Regulatory Document will include a reference to:

any amended, strengthened or re-enacted provision of a regulatory legal document, whether before or after the date of entry into force of this agreement;

any regulatory legal documents adopted on the basis of the above regulatory legal document; and

any provision of a regulatory legal document in relation to which this provision is modifying or re-introducing.

1.3 Words in the singular also include words in the plural and, conversely, words in the plural also include words in the



singular; words in the masculine gender also include words in the feminine and neuter gender; and words denoting individuals also include and words denoting corporations, partnerships, public associations that are not legal entities, and all other legal entities and vice versa.

1.4 Unless otherwise indicated, a reference to a clause, party or annex implies a reference to the relevant clause, party or annex of this Agreement.

1.5 The headings of the articles are given in the Agreement solely for the convenience of its reading and do not affect the interpretation of the terms of this Agreement.

1.6 Any words that are not defined in this Agreement will have the meaning specified in the rules of operations.

2. Introductory provisions

2.1 This Client Agreement (hereinafter referred to as the "Agreement") is concluded between the Company and the Client.

2.2 The company means JPB Limited a company incorporated in Saint Lucia and registered by the Financial Services Authority with company number (reg.nr:2024-00317). Registered address: The Registered Office of the Company will be located at the offices of Fortigate Offshore Investment and Legal Services Ltd. Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-Islet, Saint Lucia. v based company which is regulated by the laws of that country.

2.3 This Agreement, together with the Rules of Operations, Risk Notification, Regulations on Non-commercial Operations, Loyalty program rules (hereinafter collectively referred to as "regulatory documents" or "Agreements"), as well as any other documents specified in the section "Contracts and Regulations" of the website, which may include from time to time changes or additions are made, represent the full scope of the agreements of the Company and the Client. The regulatory documents, taking into account periodically introduced amendments and additions, set out the conditions under which the Company is entitled to carry out transactions with the Client in respect of instruments.

2.4 Regulatory and legal documents will regulate the procedure for carrying out all trading and non-trading operations of the Client in the Company, and should be carefully studied by the Client. Among other things, they contain information that the Company is obliged to provide to the Client in accordance with the applicable provisions of the law.

2.5 In relation to any trading operation of the Client, the Company acts as a direct participant in the contract, and not as an agent of the Client. It follows from this that, in the absence of other agreements, the Company will consider the Client a client in all respects, and the Client will be directly and fully responsible for the fulfillment of obligations for each trading operation carried out by him. If the Client acts in relation to or on behalf of another person, regardless of whether the Client discloses the identity of the above person to the Company or not, the Company will not consider the above person an indirect client, and will not incur any obligations to the above person, unless otherwise agreed by the parties.

3. Entry into force

3.1 The terms of the Regulatory Documents are recognized as unconditionally accepted by the Client on the date of receipt by the Client of the notification from the Company and will remain in effect until terminated at the initiative of either Party.



3.2 This Agreement is an initial agreement for the provision of services related to a series of consecutive or separate transactions, including, but not limited to, trading operations with instruments.

3.3 The Client does not have the right to cancel this Agreement on the grounds that it is an agreement concluded remotely in electronic form.

4. Activation of your personal account and trading account

4.1 The Company activates the Client's personal account immediately after the Client fills out the registration form.

4.2 The Company has the right, at its sole discretion, to accept or refuse the Client to register a personal account on the basis of all the documentation requested and received by the Company, duly and fully completed by the Client.

4.3 After activating the account, the Client will be able to see the amount due to him at any time as the account balance in the personal account, and will be entitled to withdraw it, upon request.

5. Services

5.1 Subject to the fulfillment of the Client's obligations arising in accordance with regulatory legal documents, and taking into account any other rights of the Company provided for by the provisions of regulatory legal documents, the Company provides the following services to the Client:

receipt and transmission of orders or execution (at own expense) of the Client's orders in respect of financial instruments;

foreign exchange services related to the provision of investment services;

responsible custody and control of financial instruments at the Client's expense (if applicable), including custody and related services, such as cash management services;

providing Clients with access to information about the analysis of investments that may be of value to the Client.

5.2 If the Client fulfills all obligations under this Agreement and other regulatory documents, the Company will provide the Client with the opportunity to perform operations using the tools provided for by the capabilities of the personal account and regulatory documents.

5.3 The Company carries out all trading operations with the Client on the principle of "execution only". The Company has the right to execute trading operations, despite the fact that the trading operation may be unprofitable for the Client.

5.4 The Company has no obligations, unless otherwise specified in regulatory documents, to monitor or notify the Client of the status of any trading operation; to submit margin requirements; or to close any open positions of the Client.

5.5 The Client does not have the right to ask the Company to provide him with investment advice or provide any opinions that can motivate the Client to carry out any trading operation.

5.6 The Company does not provide physical delivery of the underlying asset of any instrument in relation to any trading



operation. Gains or losses from exchange differences on the trading account will be reflected in the trading account as soon as the trading operation is closed.

5.7 The Company does not provide personal recommendations and advice in relation to any specific trading operations.

5.8 The Company has the right on a periodic basis and at its discretion to provide information and recommendations in newsletters, which it has the right to publish on its website or provide to subscribers through its website or otherwise. In this case:

the above information is provided solely to allow the Client to make his own investment decisions, and does not constitute an investment recommendation;

if the document contains any restriction regarding the person or category of persons for whom the above document is not intended or distributed, the Client undertakes not to transfer it to any of the above person or category of persons;

The Company does not provide the Client with any representations, guarantees or guarantees regarding the accuracy and completeness of the above information or the tax consequences of any trading operation;

The Company does not make any statements regarding the period of receipt of information by the Client, and does not guarantee that the Client will receive the above information at the same time as other Clients. Any published analytical reports or recommendations can be published on one or more interfaces of information services;

the information is provided solely to assist the Client in making their own investment decisions, and is not equated with an investment recommendation or promotion of a financial product unclaimed by the Client;

the information does not necessarily take into account the relevant legislative or regulatory framework of the country of which the Client is a resident, and it is the Client's responsibility to comply with the provisions of the above legislative and regulatory provisions.

5.9 The Company has the right to request information, and the Client is obliged to provide information about his knowledge and experience in the field of investments in such a way that the Company can assess whether this or that service in question or this or that product in question is suitable for the Client. If the Client decides not to provide the above information to the Company or if the Client provides insufficient information, the Company will not be able to determine whether a particular service or product in question is suitable for the Client. The Company will consider that the information provided to the Company about the knowledge and experience of the Client is accurate, and the Company will not bear any responsibility to the Client if the above information is incomplete or misleading or if it changes or if it becomes unreliable, except in cases when the Client notifies the Company about the above changes.

5.10 All requests are considered in terms of their size. If the requested amount is more than the Company can execute at any given time due to current market conditions, the order may be executed only partially, or the entire order may be rejected at the sole discretion of the Company.

5.11 Market comments, news or other information are subject to change and may be deleted at any time without providing any notice.

5.12 The Client hereby understands, confirms and accepts that any part and (or) all of his trading history in the JPB Trader Platform may be archived by the Company at any time and without the prior written consent and (or) notification of the Client into one final line on the corresponding JPB Trader trading account if the data of the trading history record



exceeds the deadline in one (1) month.

5.13 The Company reserves the right to suspend, close or cancel any trading operation that has arisen as a result of any misconfiguration, technical error, or if the Company suspects any fraud, manipulative actions, arbitration purchase and sale transactions or other forms of misleading or fraudulent activity on the account or on several accounts of the Client, or activities otherwise related to or related to any and (or) all trading operations. In the light of such circumstances, the Company will be entitled to deduct any income that it considers to have been unlawfully received and to charge the costs associated with them, and will not be liable for the cancellation of any trading operation or income or in the event of any damage or losses that may arise as a result of the suspension, closure, or cancellation of a trading operation.

5.14 In accordance with the general reporting standards, the Client undertakes to provide the Company with all necessary information about the Client (name, address, jurisdiction of residence / registration, date and place of birth, Client's bank account number, as well as any necessary documents and information at the request of the Company). The Client agrees to transfer his personal data to a Company registered as a data controller in accordance with the law, necessary for the Company for identification purposes, for administrative and business purposes to fulfill its legal and contractual obligations in accordance with this and other agreements of the parties, with the right to transfer the above personal data to auditors, lawyers, financial consultants, as well as others to service providers and contractors with whom the Company has concluded contracts.

6. Conflict of interest and material interest

6.1 In cases where the Company carries out transactions with the Client or on behalf of the Client, the Company, a related person or any other related or affiliated person with the Company may have an interest, interact or have agreements that are material in relation to the trading operation in question or that may contradict the interests of the Client. Solely for the purpose of giving an example, in cases where the Company carries out any transactions with or on behalf of the Client, the Company may:

to carry out transactions with the relevant instrument as a principal at its own expense, by selling the instrument to the Client or by purchasing the instrument from the Client; and (or)

coordinate the Client's trading operations with this or with another client, acting on behalf of the above-mentioned other client, as well as on behalf of this Client; and (or)

to carry out transactions with the instrument that the Company offers to the Client (including holding a long or short position); and (or)

to provide advice and other services to any related parties or other clients of the Company who may be interested in investments or in underlying assets, despite the fact that such interest may conflict with the interests of the Client.

6.2 The Client agrees to grant authority and authorizes the Company to carry out transactions with or on behalf of the Client in any way that the Company deems appropriate, despite any conflict of interest or the existence of any material interest in the trading operation, without the need to provide prior notice to the Client. The Company's employees are obliged to comply with the independence policy and not to take into account any of the above material interest or conflict of interest when giving advice to the Client.

7. Commissions and other costs



7.1 The Client is obliged to pay commissions to the Company, as well as bear other costs specified in the "Contract Specifications".

7.2 The Company has the right to make changes to commissions and other costs on a periodic basis without the need to provide the Client with a prior written notice. All changes in commissions and other costs displayed in the "Contract Specifications" will be considered a proper notification of these changes.

7.3 The Company has the right to periodically carry out transactions on behalf of the Client with persons with whom the Company has concluded an agreement on the payment of soft commissions, allowing the Company (or another Affiliated Person) to receive goods or services in return for carrying out investment activities with the above or with other persons. The Company's policy with respect to the above agreements is to ensure all conditions for the above agreements to act in favor of the Client to the maximum extent possible, for example, for the reason that the agreements allow access to information or other benefits that would otherwise be unavailable.

7.4 The Client agrees to receive notifications from the Company in case the Company pays any commissions/fees to any third party who has represented the Client to the Company or who acts on behalf of the Client.

7.5 The Client is personally responsible for all submitted reports, tax returns and reports on any trading transactions that must be submitted to any relevant authority, whether state or other authorities, as well as payment of all taxes (including, without limitation, the transfer of securities or property tax or value added tax) arising in connection with with any trading operation.

7.6 If the Client submits any withdrawal request after depositing funds without undertaking any trading activity, or if any other suspicious activity of the Client is detected, the Company has the right to:

charge the Client the equivalent amount of any expenses incurred in connection with the replenishment made by the Client, or

charge 3% of the total amount withdrawn from the the Client's trading account.

The Client will be notified by e-mail about the processed withdrawal request and the fees applicable to the specific case.

7.7 If the Client does not carry out any trading activity using his Trading Accounts for a period of 30 (thirty) calendar days or more, starting from the Client's last trading operation, the Company has the right to charge the Client an amount of \$100 or in another currency in dollar equivalent for one trading on a monthly basis account, depending on the currency of the Client's trading account.

7.8 The Client's funds are stored in the Company's accounts, including segregated accounts opened in the name of the Company to store Client funds separately from the Company's funds.

7.9 The Client acknowledges that the Company will not pay the Client interest on the funds that are on the Client's accounts.

8. Currency and payments

8.1 The Company has the right, without giving prior notice to the Client, to carry out any currency conversions that the Company deems necessary or preferable in order to fulfill its obligations or in order to exercise its rights in accordance with regulatory legal documents or in connection with any trading operation. Any above-mentioned conversion will be



carried out by the Company in a manner and at rates determined at the discretion of the Company, taking into account the prevailing rates for freely convertible currencies.

8.2 The Client will bear all currency conversion risks arising in connection with any trading operation or in connection with the Company's fulfillment of its obligations or the exercise of its rights in accordance with regulatory documents.

8.3 The Client has the right to deposit funds to his trading account at any time.

8.4 Depositing and withdrawal of funds to/from a trading account is regulated by the Regulations for Non-Trading Operations.

8.5 If the Client has an obligation to pay the Company any amount exceeding the funds of his trading account, the Client undertakes to pay this amount within 2 working days after the occurrence of the aforementioned obligation.

8.6 The Client acknowledges (without prejudice to any other rights of the Company arising under the Agreement to close the Client's open positions and to exercise other remedies in case of violation of any obligations by the Client) that in the event that any amount is payable and owed to the Company in accordance with the Agreement, and when sufficient the funds available on the account for making transactions have not yet been transferred to the Client's trading account, The Company will have the right to consider the Client as having violated his payment obligation to the Company and not exercising his rights in accordance with the Agreement.

8.7 The Company undertakes to update the list of available payment systems on a regular basis in the "Replenishment and withdrawal of funds" section of the website. The availability of each payment system may vary depending on the Client's country of residence, therefore, under any conditions, the list of payment systems posted in the Client's Personal Account should be considered relevant.

9. Limitation of Liability and damages

9.1 If the Company gives any advice, provides any information or recommendations, it will not be responsible for the benefit of the above advice, information or recommendations. The Client acknowledges that the Company will not be liable for any losses, costs, expenses or damages incurred by the Client as a result of any inaccuracy or error in any information provided to the Client, including (but not limited to) information related to any trading operations, except in cases of malicious actions or gross negligence on the part of the Company. Taking into account the Company's right to cancel or close any trading operation in certain circumstances specified in the regulatory documents, any trading operation, after the above inaccuracy or error, will nevertheless remain valid and imposes obligations in all respects on both the Company and the Client.

9.2 The Company will not be liable for any losses or expenses incurred by the Client and directly or indirectly arising in connection with:

any error or malfunction in the trading platform or with any delay caused by the Client Terminal;

trading operations carried out through the Client Terminal;

any violation of the Company's obligations in accordance with regulatory documents that occurred for reasons beyond the Company's control; or



actions, omissions or gross negligence of any third party.

9.3 At the request of the Company, the Client undertakes to reimburse the Company and undertakes to ensure the payment of compensation to the Company in the amount of all obligations, costs, claims and expenses of any kind that the Company assumes or bears as a direct or indirect result of any failure by the Client to fulfill any obligations assumed by the Client in accordance with regulatory documents.

9.4 Under no circumstances will the Company be liable to the Client for any indirect losses, lost profits, lost profits (including with respect to consecutive movements in the market), for costs, expenses or damages that the Client may incur in connection with regulatory documents, unless otherwise stipulated in the Regulations of Trading operations.

10. Written notification

10.1 Any written notice provided in accordance with this Agreement may be delivered in the following ways:

by internal mail of the trading platform;

by email;

by mail; or

by publishing information by the Company in the "Company News" section on the website.

10.2 All contact details provided by the Client, for example, the last specified postal address or e-mail address, will be used depending on the specific case. The Client agrees to accept any notifications or messages from the Company at any time.

10.3 Any written notice referred to above will be deemed to have been duly delivered:

when sending by e—mail - within one hour after sending it;

when sending via the internal mail of the trading platform — immediately after sending it;

when sent by mail — within seven calendar days after it is sent;

when published in the "Company News" section on the website - within one hour after publication.

11. Modification and termination of the Agreement

11.1 The Client acknowledges that the Company has the right at any time and at its discretion to unilaterally amend the terms and conditions of regulatory documents by providing the Client with a written notification by e

-mail and (or) publishing information about the changes on its website.

11.2 Both Parties to the Agreement have the right to terminate this Agreement by providing each other with a corresponding written notice.

11.3 Upon termination of this Agreement, the Company will have the right, without giving prior notice to the Client, to



stop providing the Client with access to the trading platform.

11.4 Upon termination of this Agreement, all amounts paid by the Client to the Company will be subject to immediate payment, including (but not limited to):

all fees, amounts and commissions payable;

any operating expenses incurred in connection with the termination of this Agreement and expenses incurred in transferring the Client's investments to another investment company; and

any losses and expenses realized during the closing of any trading operations or during the settlement or execution of any overdue obligations assumed by the Company on behalf of the Client.

11.5 The Company, on the terms and in accordance with the terms of the existing Agreements, has the right, at its sole discretion, to deactivate the Client's account without giving him prior notice if the Client places erroneous requests deviating from the standard number, which create excessive load on the Company's servers and may lead to negative trading experience of other clients using the corresponding servers. Erroneous requests may include, including (but not limited to) invalid steps or changes, incorrect processing of trading operations or system log, volume exceeding acceptable values or a large number of requests, requests with insufficient funds in the account, etc.

12. Personal data and recording of phone calls

12.1 The Company has the right to use, store or otherwise process the personal data provided by the Client in connection with the provision of Services.

12.2 If the Client is a natural person, the Company is obliged to provide, at the request of the Client, a copy of the document with the Client's personal data (if any), which is at its disposal, provided that the Client pays for this service.

12.3 By accepting the terms of this Agreement, the Client expresses his consent to the Company for the transfer of the Client's data to any third parties, for the effective provision of Services or for the effective performance of any operational function performed by the Company in favor of the Client (for example, reimbursement of the Client's funds).

12.4 Telephone conversations between the Client and the Company may be recorded. Any recordings of telephone conversations will and will remain the exclusive property of the Company, and will be accepted by the Client as final proof of Orders/Requests or telephone conversations recorded in the above manner. The Client acknowledges that the Company has the right to provide copies of the transcripts of the above records to any court, supervisory authority or government agency.

12.5 The Client acknowledges that the Company, for the purpose of marketing financial services and products, has the right to periodically contact the Client directly by phone or using other means of communication.

13. Confidentiality and Disclaimer

13.1 The information about the Client owned by the Company is confidential and cannot be used for any purpose except in connection with the provision of Services. Confidential information requires appropriate treatment, provided that it is not publicly available or is not legally owned by the Company, and it was not subject to any obligation of confidentiality



or non-disclosure at the time of its receipt by the Company.

Confidential information may be disclosed to any person only in the following cases:

in accordance with the requirements of the law or at the request of regulatory and law enforcement agencies, courts and similar bodies in whose jurisdiction the Company is located;

in order to investigate or prevent fraud or other illegal activities;

when the above information is necessary for the Company's employees in order to perform their official duties in accordance with regulatory documents and/or when it is necessary for any third party in connection with the provision of services to the Client;

when the above information is necessary for purposes related to the provision of services or for the administration of the Client's trading account, including, but not limited to, for the purpose of requesting or evaluating the loan amount or for identification purposes;

when the above information is requested by the Client or with the consent of the Client;

when the above information is needed by consultants, lawyers, auditors of the Company, provided that in each case the relevant specialist will be notified of the confidential nature of the above information and has also assumed the above obligations for non-disclosure of confidential information;

when the above information is necessary in any litigation between the Company and the Client;

when the above information is necessary in the framework of any public dispute between the Company and the Client

14. Non-fulfillment of obligations

14.1 "Event of default" means the occurrence of any of the following events:

failure by the Client to submit any initial and/or hedged margin or other amount payable in accordance with regulatory documents;

non-fulfillment by the Client of any obligation to the Company;

initiation by any third party of legal proceedings concerning the bankruptcy of the Client (if the Client is an individual) or concerning the liquidation of the Client or for the appointment of an administrator or bankruptcy trustee in respect of the Client or any assets of the Client (if the Client is a legal entity) or (in both cases) if the Client negotiates or enters into a settlement agreement with its creditors or initiation of any procedural actions against the Client that are similar or similar to any of the above actions and processes;

if the Client is unable to repay the Client's debts upon their maturity;

if the Client (if he is an individual) dies or becomes incapacitated due to a mental disorder; or

in the event of any other circumstances when the Company reasonably believes that it is necessary or preferable to take any measures specified in clause 14.2 of this Agreement.



if the Client undertakes any attempts and/or performs any actions that are defined by the Company as fraud, manipulative actions, swap arbitration or other forms of activity that are misleading or fraudulent in nature on the Client's account or on the Client's accounts opened with the Company;

if the Client was trading: which can be characterized as excessive trading without legitimate intentions in order to benefit from price changes in the market;

relying on price lag or using arbitrage; which can be categorized as market fraud.

14.2 Upon the occurrence of a case of non-fulfillment of obligations, the Company has the right to take one or more of the following measures at any time and without prior written notice:

close all or any part of the Client's open positions at the current quotes;

debit the amounts due to the Company from the Client's trading account;

close all or any part of the Client's trading accounts in the Company;

refuse to open new trading accounts for the Client;

adjust the balance of the Client's trading account by reducing it by the amount of illegally received income.

15. Statements and guarantees of the parties

15.1 The Client represents and warrants to the Company, and also acknowledges that each of the following statements and guarantees will be deemed to be re-made or provided each time the Client gives an order or request, taking into account the circumstances in force at that time, that:

the information provided by the Client to the Company in the Client registration form and in regulatory documents, as well as at any time thereafter, is reliable, accurate and complete in all material aspects;

The Client has fully studied and accepted all the terms of the regulatory documents, including the Risk Notification;

The Client is duly authorized to conclude regulatory documents, make orders and requests, as well as fulfill its obligations in accordance with the above Agreements, orders and requests;

The client acts as a principal;

The Client is an individual who has completed the Client registration form or, if the Client is a legal entity, the person who completed the Client registration form on behalf of the Client has been given the appropriate authority to do so;

all actions carried out in accordance with the regulatory documents will not violate the applicable regulatory provisions or any laws, regulations, charters, statutory norms or rules applicable to the Client or to the jurisdiction of which the Client is a resident, or any agreement imposing obligations on the Client or limiting any assets of the Client;

The Client agrees to provide information about regulatory documents through the website and/or using any other means that the Company chooses at its sole discretion;

The Client confirms that he regularly uses the Internet and gives the Company consent to provide him with information,



including (but not limited to) information about changes made to trading conditions, costs, commissions, regulatory documents, policies, as well as including information about the nature of investments and investment risks, by publishing this information is available on the Company's website;

The Client hereby declares that the purpose of his trading operations with the Company is one or more of the following:

making a profit from changing the rates of instruments;

hedging;

investment;

intraday trading;

risk management.

If the purpose of trading operations is a goal other than the above goals, or if the goal changes at any stage during the term of this Agreement, the Client undertakes to strictly comply with the obligation to notify the Company about this.

16. Force majeure circumstances

16.1 The Company has the right, at its reasoned discretion, to determine whether there is any force majeure, and in the event of such a circumstance, the Company undertakes to take reasonable measures to notify the Client accordingly. Force majeure circumstances include, but are not limited to:

any actions, events or incidents (including, but not limited to, any strikes, riots, terrorist acts, wars, natural disasters, accidents, fire, flood, storm, power supply failures, failures of electronic, communication equipment or supplier, civil unrest, actions of government agencies refusal of the employer to provide work for his subordinates), which, at the reasoned discretion of the Company, do not allow it to properly maintain market conditions for one or more instruments;

suspension, liquidation or closure of any market or cancellation or non-occurrence of any event on which the Company's Quotes depend, or the imposition of restrictions or the establishment of special or non-standard trading conditions in any of the above markets or in relation to any of the above events.

16.2 If the Company reasonably believes that there is any force majeure (without prejudice to any other rights arising in accordance with regulatory documents), the Company has the right to take any of the following measures without prior written notice and at any time:

increase margin requirements; or

close any or all open positions at prices that the Company reasonably considers appropriate; or

suspend or freeze, or modify the application of any or all of the terms of regulatory documents to the extent that force majeure prevents or makes it impossible or impractical for the Company to comply with them; or

to take or refrain from taking any other measures that the Company reasonably considers appropriate in the



circumstances with respect to the position of the Company, the Client and other clients

17. Other provisions

17.1 The Company has the right to suspend, close or cancel any trading operation that has been carried out as a result of an incorrect configuration, technical error or if the Company suspects any fraud, manipulative actions, arbitration purchase and sale transactions or other forms of misleading or fraudulent activity on the Client's account or on several accounts with the Company or otherwise activities related to any and (or) all trading operations. In this case, the Company will be entitled to deduct any income received in this way, which it considers to have been unlawfully received, and to charge the costs associated with them, and will not be liable for the cancellation of any trading operation or income or in the event of any damage or losses that may arise as a result of the suspension, closure or cancellation of a trading operation.

17.2 In the event of any situation that is not provided for by the provisions of regulatory legal documents, the Company undertakes to settle it on the principles of fairness and good faith and, if applicable, take measures consistent with market practice.

17.3 A one-time or partial exercise or non-realization or delay in the exercise by the Company of any right, authority or remedy (in accordance with these terms or by law) will not imply a waiver by the Company of the above right, authority or remedy or will not limit or hinder any subsequent exercise of the above or any other right, authority or remedies arising in accordance with regulatory legal documents or in accordance with the provisions of the law.

17.4 The Company has the right, at its sole discretion, to fully or partially cancel, waive, settle, or suspend any obligation of the Client to the Company in accordance with regulatory legal documents, without affecting any rights in relation to the above or any other obligation that has not been canceled, canceled, settled or suspended. The Company's waiver of the right to file claims in connection with the violation of any terms of regulatory documents or in connection with the violation of the provisions of this Agreement does not imply a waiver of the right to file claims in connection with any other violation or non-fulfillment of obligations and will not affect other provisions. The Company's waiver of the right to file claims in connection with the violation of any terms of regulatory documents or in connection with the non-fulfillment of any obligations under this Agreement does not prevent the Company from subsequently demanding the fulfillment of an obligation in respect of which the Company has waived the right to file claims.

17.5 The rights and remedies granted to the Company in accordance with regulatory documents are cumulative in nature and do not exclude any rights and remedies granted in accordance with the law.

17.6 The Company has the right to fully or partially assign rights and obligations in accordance with regulatory legal documents to any third party, provided that the above-mentioned third party — the assignee — will comply with the provisions of regulatory legal documents. This assignment shall enter into force within ten working days after the date on which the Client is deemed to have received notification of the assignment in accordance with the Rules of Operations.

17.7 If any provision of regulatory legal documents (or any part of the provision) for any reason is found to be void by a court of competent jurisdiction, the above provision to the above extent will be considered independent of other provisions, and will not form part of this Agreement or the Rules of Operations, without affecting the validity of the remaining provisions of regulatory legal documents.

17.8 The Client is not entitled to assign, assign or otherwise transfer his rights or obligations in accordance with



regulatory documents without the prior written consent of the Company, and any attempt to assign, assign or transfer rights or obligations in violation of this clause will be considered illegal.

17.9 The Client does not have the right to provide any third parties with passwords for accessing the trading platform or personal account, and undertakes to ensure their security and confidentiality.

17.10 All actions related to the provisions of regulatory legal documents and (or) using logins and passwords are recognized as performed by the Client. The Company is not responsible for unauthorized use of registration data by any third parties.

17.11 The Client accepts that the official language of the Company is English, and the Client undertakes to constantly get acquainted with all information and information about the Company and its activities by visiting the Company's website. The information published in any languages other than English on the Company's regional websites is provided solely for reference purposes and does not impose any obligations on the Company or will not have any legal force, the Company will not be responsible or liable for the correctness of the above information.

17.12 In accordance with the terms and conditions of this Agreement and in accordance with internal policies and procedures, the Company has the right to develop a policy in the field of inactive (inactive) accounts and (or) establish a monthly payment for its maintenance in the amount of 100 US dollars or in another currency in dollar terms in respect of any inactive and (or) inactive account and (or) close the trading account immediately after and (or) after the expiration of six (6) consecutive months of inactivity in the following cases:

if the Client does not execute transactions within six (6) consecutive months, and the Company may consider the trading account inactive and/or inactive;

if the Client's inactive and/or inactive account(s) has a positive balance, the Company has the right to apply and/or charge a monthly payment for maintaining the account(s) in the amount of \$ 100 or in another currency in dollar equivalent for one trading account, taking into account periodic changes made by the Company;

if the Company reasonably believes that the Client is making a purposeful attempt to repay the debt on its trading accounts, the Company has the right, at its sole discretion, to release the Client from paying such debt in full or in part;

if the Client's inactive and/or inactive account(s) have zero balance, the Company will not charge a monthly payment for maintaining the account(s) in the amount of USD 100 or in another currency in dollar equivalent for one trading account, however, the Company has the right to close the account(a) immediately after and/or after the six (6) month period of inactivity of the account(s).

17.13 If the Client opens a Swap-free trading account, the Client acknowledges the following:

if the Company suspects any fraud, manipulative actions, swap arbitrage or other forms of misleading or fraudulent activity on the Client's account(s) or activities otherwise related to any and (or) all trading operations, the Company has the right, at its sole discretion, to close all open positions on the Client's trading account and deduct or add a penalty fee (equivalent to the amount of the swap and (or) any income) for all trading operations carried out on the account, and refuse to accept any future requests from the Client for exemption from any swaps;

The Client undertakes:

to trade only using the instruments specified in the list provided on demand; and



to pay a commission for the provision of the Swap-free service for all open positions on a daily basis (including the opening and (or) closing date of the position), the amount and the start date of accrual of which are set and may be changed from time to time by the Company and are provided upon request;

The Client hereby agrees that the Company has the right at its discretion at any time and (or) on a periodic basis:

change the amount of the commission for the provision of the Swap-free service; and (or)

make changes to the list of tools provided; and (or)

disconnect the trading account from the Swap-free service without further notification to the Client.

request from the Client any additional documents that the Company deems necessary to provide the Swap-free service.

17.14 All copyrights, trademarks, trade secrets and other intellectual property rights, as well as property rights regarding the website as a whole, with respect to its content and any related materials (hereinafter referred to as the "intellectual property of the Company") will at any time be the absolute and exclusive property of the Company, and the Client will not have any right or interest in the intellectual property of the Company, other than the right to access and use the intellectual property of the Company under this Agreement. The Client acknowledges that the Company's intellectual property is confidential and has been developed through a significant contribution of skills, time, effort and financial resources. The Client undertakes to respect the confidentiality of the Company's intellectual property and not to provide access to it to third parties. The Client does not have the right to publish, distribute or otherwise transmit, imposing on the Company any obligations to third parties, any information created on the basis of or related to the intellectual property of the Company. The Client does not have the right to copy, modify, decompile, reverse engineer or create any derivative works based on the intellectual property of the Company.

17.15 The Client will be fully responsible for the accuracy of the payments made. In case of changes in the Company's bank details and from the moment of publication of new details in the personal account, the Client will be fully responsible for all payments made on the basis of outdated bank details

17.16 The company adheres to the highest standards in the field of combating money laundering (AML) and terrorist financing (CTF). The purpose of the company's Anti-Money Laundering and Terrorist Financing Policy is to actively prevent the risks associated with these issues. The company continues to monitor the activity of each customer in order to identify and prevent any suspicious transactions. The Company reserves the right to suspend the work of any client, which, in the opinion of the staff, may be considered illegal or related to money laundering. In order to comply with the AML & KYC policy, the company has introduced a requirement for customers to make a minimum trading turnover of 200.00 lots in order to partially or completely withdraw funds from their account.

18. Applicable law and Jurisdiction

18.1 The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the Saint-Lucia.

18.2 In the event of any dispute arising in connection with or related to the Agreement, the Client unconditionally acknowledges that the parties to the Agreement will first seek settlement of the above dispute with the Company in accordance with the dispute settlement procedure.



18.3 In respect of any legal proceedings, the Client unconditionally:

Acknowledges that the Saint Lucia courts will have exclusive jurisdiction to settle any disputes arising out of this Agreement; and

Recognizes the jurisdiction of the Saint Lucia courts; and

waives its right to make any claims that the Client may have at any time when filing any court cases in any of the above courts; and

undertakes not to declare that the above proceedings were initiated in an inappropriate place or that the above court does not have jurisdiction over the Client.

18.4 The Client irrevocably and to the maximum extent permitted by the legislation of the Saint Lucia, waives both in respect of himself and in respect of his income and assets (regardless of their use or intended use) from immunity (on the basis of sovereignty or any other similar grounds) from

bringing to court,

jurisdiction of the court,

court orders, orders for the performance of obligations in kind or the return of property,

seizure of assets (before or after a court decision) and execution or enforcement of any judgment rendered against the Client or his income, or his assets in a court of any jurisdiction.

The Client irrevocably and to the maximum extent permitted by the laws of the Saint Lucia, agrees that he will not claim such immunity in any claims. The Client agrees to satisfy the requirements and orders of the court, including, but not limited to, with respect to any assets of the Client.

18.5 If the dispute cannot be settled according to the Dispute Settlement Procedure, the parties have the right to apply to the Saint Lucia courts having jurisdiction.

19. Use of the trading platform and security

19.1 The Client is not entitled to initiate any actions that could potentially lead to inappropriate or unauthorized access or use of the trading platform. The Client acknowledges that the Company has the right, at its discretion, to terminate or restrict his right of access to the trading platform if it suspects the Client that he has allowed such use.

19.2 When using the trading platform, the Client does not have the right, whether by actions or omissions, to allow the implementation of anything that violates or may violate the security of the platform or may lead to improper operation of the platform.

19.3 The Client has the right to store, display, analyze, modify, re-format and print the information provided in the trading platform. The Client is not entitled to publish, transmit or otherwise reproduce the above information, whether in whole or in part, in any format to any third party without the consent of the Company. The Client does not have the right to change, hide or delete any copyright, trademark or any other indication of the rights presented in the trading



platform.

19.4 The Client undertakes to keep secret and not disclose any access data to any person.

19.5 The Client undertakes to notify the Company immediately if he becomes aware or if there are suspicions that his access data has been or could have been disclosed to any unauthorized person.

19.6 The Client undertakes to assist the Company in any investigative actions carried out by the Company in connection with the actual or suspected improper use of his access data.

19.7 The Client acknowledges that he will be responsible for all instructions and orders,

the access data provided and given on the basis of his data, and any of the above instructions or orders received by the Company, will be considered received from the Client.

19.8 The Client acknowledges that the Company will not be liable if any unauthorized persons have access to information, including e-mail addresses, electronic correspondence and personal data, when they are transmitted via the Internet or using other network communication means, as well as by mail, telephone or using other means. electronic means.

20. Dispute settlement procedure

20.1 In the event of any conflict situation, when the Client reasonably believes that the Company has violated one or more provisions of regulatory documents as a result of any of its actions or omissions, the Client has the right to file a claim with the Company within 5 (five) business days from the moment of the dispute.

20.1.1 The claim must contain the following

information:

first and last name of the Client (or company name if the Client is a legal entity);

Client's login to enter the trading platform;

information about when the conflict situation first arose (date and time of the trading platform);

the ticket of the position and (or) the pending order;

description of the disputed situation with references to the relevant paragraph(s) of the regulations for the implementation of transactions that, in the opinion of the Client, were violated.

20.1.2 The claim must not contain the following information:

emotional description/assessment of a conflict situation;

offensive statements;

profanity;



threats.

20.2 The Company has the right to reject the claim if it does not meet the above requirements.

20.3 Disputes not described in regulatory documents are subject to settlement in accordance with generally accepted market practice of dispute resolution, and at the sole discretion of the Company.

20.4 If the quotation flow has been interrupted due to failures in the operation of software and/or hardware, all decisions regarding the dispute will be made on the basis of the quotation database of the relevant server synchronized in accordance with the regulations of operations.

20.5 If the Client intended to perform an action, but did not perform it for any reason, the Company does not reimburse the Client for the profit lost as a result of this or the losses incurred as a result of this.

20.6 The Company is not liable to the Client for any indirect or non-material damage (moral damage, etc.).

20.7 The Company has the right to independently initiate consideration and settlement of a dispute in accordance with the regulations of trading operations. In this case, the maximum period for consideration of the dispute and taking measures to resolve it is 10 working days. However, in some cases, this period may be extended.

20.8 In cases of unstable receipt of quotations from liquidity providers, the Company has the right to restrict or switch trading to Close Only mode (only closing positions are available) for the relevant instruments.

20.9 The Company has the right, at its discretion and without prior notice, to block orders sent using the Adviser for the trading account.

20.10 When considering a controversial situation, the main source of information is the server log file. At the same time, information from the server log file has absolute priority over other arguments when considering a disputable situation, including information from the client terminal log file, since the results of each stage of processing a client order are not recorded in the client terminal log file.

20.11 The absence of a corresponding entry in the server log file confirming the Client's intention is the basis for invalidating an argument based on the fact of the existence of such an intention.

20.12 The settlement of a dispute may be carried out by the Company through:

crediting/debiting the Client's trading account: this adjustment must be accompanied by an appropriate comment; and (or)

restoring mistakenly closed positions; and (or)

deleting mistakenly opened positions or established orders.

20.13 The Company has the right, at its absolute discretion, to choose a way to resolve the dispute.

20.14 The Complaints and Disputes Department reviews the Client's claim and makes a decision on the disputed situation as soon as possible. The term of consideration of the claim may be up to ten (10) working days from the date of its receipt. In some cases, the period of consideration of the claim may be extended.



21. Refusal to satisfy the claim

21.1 The Company has every right to refuse to satisfy the claim submitted by the Client.

21.2 If the Client has been notified in advance by the internal mail of the trading platform or in any other way about the scheduled maintenance work on the server, claims made in respect of any outstanding orders that were given during the period of the above work will not be accepted. The fact that the Client has not received the notification does not serve as a basis for filing a claim.

21.3 Claims based on the difference between the execution price of an order or order under a Contract for Difference and the price of the underlying asset of this Contract for Difference will not be accepted for consideration.

21.4 Except in cases when the execution of an order placed in the queue was not executed in accordance with the rules of trading operations, claims on the time of execution of the order are not accepted, regardless of the period of time it took the Company to execute the order, and regardless of the time

when the record of the execution of the order appeared in the server log file.

21.5 Claims for cancellation of financial results of trading operations that were made by the Client for an additional margin formed on the trading account as a result of a profitable transaction (subsequently canceled by the Company) at a non-market quotation or at a quotation received by him as a result of an obvious error of the Company are not accepted.

21.6 When considering disputable situations, any references of the Client to quotes of other companies or information systems are illegal and are not taken into account.

21.7 The Client acknowledges that he will not be able to control the position or other open positions or give orders to open new positions while the disputed situation regarding the disputed position is under consideration, and no claims regarding this issue will be accepted.

21.8 The Client acknowledges that the Company has the right not to additionally notify the Client that the dispute has been settled and the disputed position has been restored. The Client assumes all risks associated with this.

21.9 Following the settlement of the dispute, the Company has the right to execute Stop Loss or Take Profit orders of the disputed position, depending on which of these orders would have been chronologically crossed by the price first if the position had not been closed as a result of the disputed situation.

21.10 The Company has the right to cancel any trading operation if the relevant hedging trade has been canceled by the Liquidity Provider.

22. Risk recognition and risk notification

22.1 The Company informs and the Client acknowledges that he is aware of the materiality of the risk of losses and damage as a result of the purchase and/or sale of any financial instrument, and acknowledges that he wishes to assume the above risk.

23. Trade benefits



23.1 If the Client agrees to participate in the bonus program and (or) in another promotion and (or) in a competition involving trading benefits (hereinafter referred to as the "Trading Benefits Program"), the following terms and conditions will apply:

The Client is not entitled to participate in several trading benefits programs at the same time in the absence of other explicit instructions in the current terms and conditions of the trading benefits program.

The Company will not be liable for any margin claims or losses that the Client may incur, including (but not limited to) losses arising from reaching the Stop Out level if trading benefits are withdrawn for any reason in accordance with the terms and conditions of the trading benefits program.

The Company has the right, if it deems it appropriate, at its sole discretion, to change, modify, suspend, cancel or terminate the trade benefits programs or any aspects of such programs, at any time and without providing any prior notice. Under no circumstances will the Company be liable for any consequences of modification, modification, suspension, cancellation or termination of the trade benefits program.

Any indication or suspicion of fraud, manipulative actions, arbitrage on refunds, bonuses or swaps, or other forms of misleading or fraudulent activity on the Client's account or on several accounts opened with the Company, or otherwise related to the trading benefits program, will cancel any trading operations carried out and (or) income or losses received on them.

The Company has the right to exclude any individual from any trade benefits program if the Company has suspicions of malicious use or an attempt to maliciously use the trade benefits program, or violations of this Agreement and (or) any Company regulations and (or) the terms and conditions of the trade benefits program, and also has the right to cancel any or all completed trading operations, and cancel and (or) deduct all income of the above-mentioned Client. In these circumstances, the Company will not be responsible for any consequences of the cancellation of trade benefits.

In the event of any dispute, it is subject to settlement in accordance with the dispute resolution procedure provided in this Agreement.

Regardless of the language into which the terms and conditions of the trade benefits program are translated, the English version will prevail in the event of any discrepancies between the two versions

A handwritten signature in blue ink, appearing to read "Bogdan", is written over a background of light blue and green diagonal lines.