

5.7. Crediting of funds to the trading account of the Client shall be performed by the Company within one working day from the date of receipt of the money on Company's accounts or from the date of receipt of order for money transfer between the accounts within the Company.

5.8. The Client can perform funds transfer from his/her trading account to another trading account that belongs to him/her within the Company. Company reserves the right to prohibit internal transfers between Client's accounts at its sole discretion.

5.9. In case if trading accounts, between which funds are transferred, are handled in different currencies, then currency conversion during the transfer is performed at the internal exchange rates of the Company; information on the current state of such exchange rates is available on the official website of to Company and in the Customer Support Service.

5.10. Withdrawal of funds from the trading account that has open positions can be only performed within the limits of free margin on the account (excluding credit funds and not more than the account balance at the moment of order). If the amount of money withdrawn by the client (including fees, charges and other expenses) exceeds the amount of free margin of the trading account, then the Company reserves the right to decline such an order.

5.11. If Client has open positions involving the instruments on which trading sessions are closed by the moment of handling of the Instruction on withdrawal of money funds, the Company has the right to fully or partly reject such a withdrawal until required trading sessions are opened.

5.12. All requests for funds withdrawals from the trading account of the Client shall be performed by the Company within the shortest reasonable time.

5.13. All charges and fees connected to the transfer of money and calculations performed by the Parties are paid at the expense of the Client.

5.14. The Client agrees that in case of any failures of the software there may be delays of money crediting to the Client's trading account. The Company can perform manual crediting of money to Client's trading account in case of discovering of any failure of software that resulted in delays of automatic money crediting provided that the Client informed helpdesk staff of the Company about such delay.

5.15. The Client transfers money to the trading account in order to deposit it or to maintain open position at his/her own discretion. The Company does not send any requests to the Client for maintenance of required margin level.

5.16. The Company reserves the right to set limits for minimum and maximum amounts of crediting and withdrawal operations differentiated based on the method of crediting/withdrawal.

5.17. In any cases when the Company has the right to get commission or other fees from the Client for the provided services in accordance with the terms of the present Agreement, as well as the cases when the Client shall indemnify any expenses incurred by the Company, corresponding amount will be deducted by the Company from the trading account of the Client without further authorization.

5.18. The Company is not obliged to disclose or provide information to the Client about fees or other remuneration, and other expenses incurred by the Company from the trading or non-trading transaction of the Client.

5.19. The Company has the right to fully deduct from the Client's account Company's funds (bonuses, payments, remunerations, prizes, credit funds) credited within the framework of promotions and offers of the Company, if there were no trading operations on the account within 30 calendar days.

5.20. The Company has the right to refuse crediting or to remove from Client's account remunerations (payments) on promotions and services at its own discretion without explanation. In particular, if the Client uses trading strategies that are not economically viable without usage of Company's promotions and services including Company's partner program.

5.21. The Company has the right to fully deduct from the Client's account credit funds (non-withdrawable bonuses, etc.) in case of funds withdrawal from the account, including funds transfer to another account.

6. Proof of Identity of the Client and Policy of Money Laundering Prevention

6.1. The "laundering proceeds of crime" (money laundering) in the context of this Agreement shall mean the action aimed at conversion of money and other tangible assets acquired from illegitimate activities (terrorism, drug

dealing, illegal arms trade, corruption, human trafficking and others) into the money or investments, origin of which seems legitimate.

6.2. In order to prevent laundering proceeds of crime (money laundering) the Company reserves the right to apply means of internal control and programs for its implementation, and render assistance for international organizations for terrorism financing management.

6.2.1. The Company documents and checks identification data of the Client, and keeps and traces detailed reports on all the transactions performed by the Client.

6.2.2. The Company keeps track of all and any operations of the Clients that may have signs of illegal activity aimed at laundering proceeds of crime, and all operations that were performed under unusual conditions.

6.2.3. The Company does not accept cash as a deposit and does not pay cash under any circumstances.

6.2.4. The Company may refuse processing of operation at any point in case it has sufficient grounds to believe that such operation is somehow related to illegal activities.

6.3. The Client acknowledges that the identification data and information specified by him/her during trading account opening can be used by the Company under the program of prevention of money laundering.

6.4. According to international legislation the Company is not obliged to inform the Client about the fact that the corresponding body is notified about the Client's suspicious activities.

6.5. The Client agrees that in case the Company has the reason to think that the trading account of the Client is used for money laundering, or that the owner of the account hides and provides misleading identification information and data, as well as in case there is a reason to believe that the transactions on the trading account of the Client have been performed with violation of the present Agreement, the Company reserves the right to suspend all operations on the Client's trading account in order to conduct all necessary checks (registration data check, identification of the Client, checking of history of non-trading operations and transferring of funds, etc.) until complete explanation of circumstances.

6.6. To comply with recommendations on anti- money laundering, during registration of a trading account by Client and any trading and non -trading transactions, Company has the right to require that submission by Client of two identity and registration proof documents. Moreover, the Company has the right to require Client to submit following documents:

- Photo ID (photo of the Client holding identification document);
- Photocopy of the front of the card used for account funding or that will be used for withdrawals;
- Bank statement clearly indicating the holder of bank card used for account funding or that will be used for withdrawals;
- Photo of the Client on the background of the opened account of electronic payment system;
- Photocopy of any other identification document;
- Photocopy of utility bill issued within the last 3 months;
- Notarized copy of any document mentioned above, contact details of a public notary;
- Other required documents.

Above-mentioned documents are provided in the form of an electronic copy either a notarized copy required by at the discretion of Company.

6.7. It is preferable to provide documents of international sample in English. If documents are provided not in English, the Company has the right to request translation. The documents should be translated in English, printed and signed by a professional translator and provided to the Company with copies of original documents.

6.8. The Client should provide documents requested by the Company within fifteen working days of receipt of the relevant request, as well as meet the following requirements:

- photos must be of high quality, color, clear and focused;
- the document text must be easily legible, there should be no shadows and highlights that can complicate the information perception;
- the requested document on the image should be presented in full, including lamination corners or edges, as well as the back side (if it contains your data and not empty);

- graphic editors cannot be used to correct and process images;
- PhotoID (your photo with an identity document you hold) clearly shows your face and it takes up at least 30% of the photo area;
- proof of address (utilities bill, bank statement, etc.) must be no more than three months old.

Photos taken before the request or sent not from the Client's e-mail may be rejected by the Company.

6.9. The Company has the right to suspend non-trading operations on the Client's account including withdrawal operations until the receipt of the documents requested for the purpose of Client identification.

6.10. In case of failure to submit the documents within the 15 calendar days from the moment of request, Company has the right to suspend all trading and non-trading transactions on the Client's account, unilaterally close all open positions at the current market prices and freeze all the assets on the trading account of the Client.

6.11. In case of failure to provide documents within 30 calendar days from the moment of request, this Agreement is considered terminated and the Company has the right to close opened trades of the Client at current market price, block access to the Client Area, block funds, cancel operations and trades on the accounts of the Client and archive account irreversibly.

6.12. The Client is responsible for the authenticity of the submitted documents (its copies) and recognizes the right of the Company, in the event of doubt as to their authenticity, contact the law enforcement authorities of the country of the document issuer to verify the authenticity of the documents. Upon detection of forgery fact or editing of the identification image in graphical editor this Agreement is considered terminated, and the Company reserves the right to attract the Client to account in accordance with the laws of the country of issuer. When the Agreement is terminated in accordance with this paragraph, the Company has the right to close opened positions of the Client at current market price, block access to the Client Area, block funds, cancel operations and trades on the Client's accounts and archive the accounts irreversibly.

7. Confidentiality

7.1. All information submitted by the Client when opening the account and in the course of further interrelations with the Company, as well as information about credentials, provided to the Client for operation, is completely confidential, unless in this Agreement and its Annexes indicated otherwise, and each Party is responsible for confidentiality and use of such information.

7.2. In the event of the Client making a claim against the Company via publicly available resources, the Company reserves the right to disclose obtained information about the Client to fully and objectively review the situation.

8. Responsibilities of the Parties

8.1. Responsibility of the Company:

8.1.1. In case of violation by the Company of terms hereunder due to circumstances the Company is responsible for which resulted in actual damage to the Client, the Client has the right to claim indemnification of actual damage.

8.1.2. The Company does not recompense short-received profit of the Client including the cases, when the Client had an intention to perform some action but did not perform it due to some reason. The Company does not indemnify any indirect losses and moral damage.

8.2. Responsibility of the Client.

8.2.1. The Client assumes total responsibility for all the actions performed by the Client in accordance with the present Agreement.

8.2.2. The Client shall bear sole responsibility for any actions resulting from the use of access codes of Client's trading account.

8.2.3. In case of violation by the Client of the terms hereunder, responsibility for which is not provided herein, as well as in case of any damage made by the Client to the Company, the Company has the right to write off without further authorization from the Client's account the amount of money sufficient for indemnification of the damage, and in case of insufficiency of the amount of money on the Client's accounts for indemnification of the damage made, demand lacking money to be credited by the Client to his/her account for indemnification of the damage.

8.2.4. The request of the Company for the crediting of lacking money for full indemnification of damage shall be satisfied by the Client within 7 (seven) working days.

8.3. Violation of the provisions of the present Agreement by the Client committed within validity term of the Agreement shall be accepted by the Company for settlement irrespective of the prescription of its commitment, and for that reason the Company has the right to make claims to the Client within any timeframe.

8.4. The Client accepts and agrees to bear the full risk associated with the termination or suspension of any of electronic payment systems used by the Client. In such cases, the Company has the right to block the withdrawal of funds from the Client's trading account, to the extent in which this payment system was used to deposit funds within the last six months. The time of blocking of funds is limited to six months or terminates automatically after the resuming of work of the electronic payment system.

8.5. The Parties assume responsibilities in accordance with the present Agreement and other applicable regulation for failure to fulfill and/or for default in performance of the obligation under this Agreement.

9. Force-Majeure

9.1. The Parties shall not be held liable for failure to fulfill and/or for default in performance of the terms and conditions hereunder if such failure and/or default resulted from force-majeure circumstances; that is, such circumstances that the Parties were not able to reasonably prevent or foresee. Such circumstances include, but not limited to: earthquakes, floods, tsunamis, other acts of God, industrial disasters, epidemics and epizootics, terrorist acts, riots, acts and actions of governmental authorities, embargoes, wars and military conflicts, or other circumstances occurring against the will of the Parties and usually referred to as force-majeure.

9.2. Circumstances that eliminate liability (force-majeure circumstances), in accordance with this Agreement, also include illegal actions against the Company, its employees and/or property, including hacker attacks and other illegitimate actions in regards to Company's servers.

9.3. In accordance with the present Agreement force-majeure circumstances also include suspending of operation, liquidation or shutting down of some market, or absence of some event, on which the Company bases quotes, or implementation of limitations or special and unusual trading conditions in any market or in respect to any such event.

9.4. In case of occurrence of circumstances eliminating liabilities (force-majeure) the Company has the right to perform any or several following actions without prior notification of the Client:

- a. Increase marginal requirement;
- b. Close any or all open positions of the Client at the price that the Company shall reasonably consider fair;
- c. Suspend and/or change implementation of one and/or several provisions of the present Agreement and Appendixes hereto for the period of such force-majeure;
- d. Perform any other actions (or abstain from performance of any actions) in regards to the Company, Client and other clients, the Company considers it to be reasonable under such circumstances.

9.5. The Party, for which failure to fulfill or default in performance of the terms hereunder was caused by force-majeure circumstances, shall inform the other Party about such circumstances within thirty calendar days from the date of the occurrence thereof.

9.6. The Party that fails to inform the contractor about the occurrence of such force-majeure circumstances does not have the right to refer to such circumstances as force-majeure.

10. Procedure of Dispute Settlement

10.1. Possible disputes and contradictions that arise from the execution of the present Agreement subject to settlement through the negotiations between the Parties.

10.2. In case of any dispute the Client who considers his/her interests to be violated, shall submit a claim to the Company.

10.3. Deadline for a claim:

10.3.1. The claim, submission of which is based on the relation of the Parties in regards to performance of trading transactions in exchange markets, shall be submitted by the Client within three working days from the date of appearance of ground for submission of such claim.

10.3.2. The claim, submission of which is connected with performance of non-trading operations and other reasons, shall be submitted by the Client within ten working days from the date of occurrence of the grounds for submission of such claim.

10.3.3. Failure to submit a claim by the Client within specified timeframe shall be deemed confirmation of the Client's agreement with Company's actions and absence of any disputes and controversies.

10.4. A claim submitted by the Client with violation of stated period shall not be considered by the Company.

10.5. The claim shall be executed by the Client in the form of e-mail and/or via ticket system in the personal account, and sent to the official electronic addresses published on the official website of the Company. Claims submitted in other form (at public Internet resources, by phone or in any other way), shall not be considered.

10.6. The claim must have following content:

- a. Name and last name of the Client;
- b. Login for trading platform;
- c. Description of dispute.

10.7. The claim submitted on the ground of trading transactions in exchange markets shall include the following:

- a. Date and time of occurrence of dispute (trading platform time is used);
- b. Ticket (number) of disputable position or pending order;
- c. Regulatory document name and number of paragraphs, that was violated by the Company according to the Client' opinion;
- d. What actions the Company shall take to satisfy the claim according to the Client's opinion.

10.8. The claim shall not contain:

- a. Emotional evaluation of the dispute;
- b. Abusive statements in regards to the Company and/or its employees;
- c. Swear words.

10.9. The Company has the right to decline a claim of the Client in case of failure to comply with the terms of execution and sending of such claim set forth in Procedure of dispute resolution section of this Agreement, and if the order under question was performed at the expense of the Company or profit mainly generated with the help of the Company's funds.

10.10. The Company considers a claim and makes a decision regarding disputable situation within the shortest possible timeframe. In case of availability of all data required for claim consideration term of its consideration shall be:

10.10.1. for the claims based on the trading transactions in exchange markets – ten working days from the receipt.

10.10.2. for the claims regarding other issues – twenty calendar days from the date of receipt.

10.11. In case if the Company has to request additional data and/or documents from the Client for the purpose of consideration of a claim, the beginning date of claim consideration shall be the date of receipt of all requested data and/or documents by the Company from the Client.

10.12. Log file of the server shall be the main source of information during settlement of disputes regarding trading transactions of the Client in exchange markets. Information contained in log file of server supersedes any other arguments during settlement of dispute, including information contained in the log file of client terminal.

10.13. In case the claim is considered to be reasonable settlement shall be performed in the form of compensatory payment credited to the Client's trading account. The Company does not indemnify short-received profit of the

Client including the cases, when the Client intended to take some action, but failed to do so due to some reason. The Company does not indemnify any indirect losses and moral damage.

10.14. In case of making a decision in favor of the Client on the disputable situation the Company shall credit compensatory payment to the trading account of the Client within one working day.

10.15. Peculiarities, specific conditions and possible ways of settlement of disputes regarding trading transactions performed by the Client are described in more details in respective sections of Regulations for performance of trading transactions, which is the Appendix to the present Agreement.

10.16. In case any dispute occurs that is not described herein and in appendixes hereto final decision on such claim shall be made by the Company based on common market practice, internal policy of the Company and Company's vision of fair settlement of dispute. The Company can also use quotes from any other market maker for the comparative analysis of the quotes.

10.17. In case of failure to come to an agreement in the course of negotiations and/or disagreement of the Client with the decision made by the Company, the disputes subject to submission for consideration in the court of competent jurisdiction in accordance with the established provision of law.

11. Applicable Law and Jurisdiction

11.1. The present Agreement is executed and applied in accordance with legal regulations of Saint Vincent and the Grenadines. In case of any issues that are not provided for in this Agreement the Parties shall be guided by the applicable legal regulations of Saint Vincent and the Grenadines.

11.2. All disputes and controversies that cannot be settled through the negotiations between the Parties subject to submission to the court of competent jurisdiction of Saint Vincent and the Grenadines.

11.3. The Parties agree:

- a. That courts of Saint Vincent and the Grenadines have the right of exclusive jurisdiction concerning the present Agreement;
- b. That they refuse any protests regarding dispute settlement resulting from the present Agreement in the courts of Saint Vincent and the Grenadines;
- c. Never to make claims grounded by the fact that such settlements are inconvenient in regards to their location or that they do not have legal force in regards to any Party.

12. Amendment and Termination of the Agreement

12.1. The present Agreement between the Company and the Client becomes effective from the date of opening Personal Area by the Client in the Company and shall remain effective within the uncertain term.

12.2. The Company has the right to unilaterally change and add this Agreement with the necessary notification of the Client about it. Any changes and additions hereto shall become effective on the following calendar day after notification the Client about it, unless otherwise is set forth within the content of such changes and additions or within the content of the notice thereof. Conduction of any trade or non-trading operation by the Client means unconditional acceptance of this Agreement by the Client.

12.3. Each Party has the right to refuse unilaterally performance of the present Agreement with the notification of other Party not less than fifteen calendar days prior to the supposed date.

12.4. In case the Client does not perform any transactions on his/her trading account within ninety or more consecutive calendar days, the Company has the right to block such Client's account. Accounts blocked in this way shall be transferred to archive and the Client will not be able to authorize using credentials of such trading account against the trading platform. In order to unblock trading account the Client shall contact helpdesk of the Company within ten days after it has been blocked, after that the account will be unblocked within three working days. Trading accounts that have remained dormant within one hundred or more consecutive calendar days and having remains of funds under 10 (ten) USD or an equivalent in account currency can be removed by Company without a possibility of recovery.

12.5. In case of breach by the Client of terms of the present Agreement, and in cases set forth by legislation rules, the Company has the right to immediately and unilaterally terminate this Agreement. In this case, if the Client has some open positions at the moment of termination of the Agreement, the Company has the right to close such positions at current market price. Company shall recover the funds remaining on Client's account to Client or his/her duly authorized representative, but these funds shall not exceed net receipt of funds (the amount of all deposit with deduction of all withdrawals) on accounts of Client. Upon that, Company shall debit remains of funds on Client's account and won't recover these funds further.

12.6. The Client agrees that the Company has the right at its own discretion to suspend or deny fully or partially Client's access to Company's services with further notification of the Client about it. In this case effect of this Agreement shall be deemed suspended or it shall be deemed terminated from the moment of such suspending and/or cessation of service rendering for the Client.

12.7. The Company has the right without Client's consent to transfer rights and obligations hereunder and under appendixes hereto fully or partially to a third party provided that such legal successor agrees with the terms and conditions of this Agreement and appendixes hereto. The Client shall be notified by the Company in writing about such transfer of rights and obligations not less than fifteen calendar days before such transfer.

12.8. In case of cessation by the Company of performance regulated by this Agreement the Company shall inform the Client about such cessation not later than one month before. All money on the trading account of the Client shall be returned to him/her after closing of all open positions.

12.9. In case of Client's death (an individual) the right to request money withdrawal from the trading account of the Client shall transfer to the successors of corresponding priority or heir by will. In this case the right to use trading account of the Client and the right to perform trading transactions in exchange markets is not inherited.

12.10. Cessation of the present Agreement does not cancel obligations of the Parties before each other that occurred earlier out of this Agreement including any obligations regarding open positions, transactions for withdrawal/crediting of money to the trading account of the Client.

12.11. In the event that any provisions of this Agreement shall be determined null and void by a court of competent jurisdiction, this provision is to be regarded as an independent part of this Agreement, and will not affect legal effect of other parts of this Agreement.

13. Appendixes and Information about the Company

13.1. The addendum listed below shall be the integral part of the present Agreement:

- a. Addendum No.1 – Terms and definitions
- b. Addendum No.2 – Risk disclosure statement
- c. Addendum No.3 – Regulation of processing of trading transactions
- d. Addendum No.4 – Regulations on non-trading operations
- e. Addendum No.5 – Privacy policy

13.2. Information published on the official website of the Company shall also be the integral part of this Agreement.