

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 there is low liquidity in the market, rapid price changes, or price gaps.

"Access data" — access codes, authorization code, password (s), Trading account number of the client and any information necessary for issuing Orders to the Company.

"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 stake in the Company or the above-mentioned legal entities.

"Agreed procedure" — means any procedure agreed between the Parties that is relevant to the Dispute, other than the Dispute Settlement Procedure, to which the parties are entitled to make changes.

"Demand Price" or " Ask " — the higher price of the Quote, that is, the price at which the client can buy foreign currency.

"Balance" — the final financial result of all Completed transactions and operations on money transfers made on a Trading Account.

"Base currency" — the first currency specified in the Currency Pair, according to the exchange rate which the Client buys or sells the Quote Currency.

"Offer Price" or " Bid " — the lower price of the Quote, that is, the price at which the Client can sell the currency.

"The Company"

Zoxir.

A "liquidity provider" — is a bank or ECN that provides streaming prices to a Company. It can be used by the Company to hedge client transactions.

"Contract Specification" — means the main trading conditions (Spread, Lot Size, Initial Margin, Hedged Margin, etc.) applicable to each Instrument displayed on the Company's Website.

"Trading Account Currency" — the currency that the Client chooses at the time of opening a Trading Account.

"Currency pair" — the object of a Trading Operation, which is based on the change in the value of one currency in relation to another currency.

"Client" — means any natural or legal person who has completed the Client Registration Form (except for stateless persons; individuals under the age of 18).

"Customer Data" — means 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 in relation to the provision or use of Services by him.

"Client Registration form" — an application form available on the Company's Website, which the Client must fill out in order to register it in the Personal Account service.

"Data Submission Date" — means each data submission date agreed upon by the parties.

"Funds" — the current account balance. 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.

"Floating profit/loss" — current profit / loss on Open Positions calculated at current Quotes.

"Force majeure" — has the meaning specified in Paragraph 15 of the agreement.

"Free Margin" — means Funds held in the Trading Account that can be used to open a position. It is calculated as Funds less 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 Quote" — means a Quote 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.

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

"Illegal 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 "Ratio between borrowed and own funds" — the ratio of 1:25, 1:50, 1:100, 1:200, 1:500, 1:1000 (other ratios may also be published on the Website) in relation to the Trading Volume and Initial Margin. The ratio of 1:100 means, in relation to the opening of a position, that the Initial Margin is one hundred times less than the Volume of the Trading Operation.

"Long position" — the purchase of an Instrument in the expectation of an increase in the exchange rate. For currency pairs-purchase of the Base Currency for the Quote Currency.

"Client terminal log file" — a file created by the client terminal, which records all requests and orders sent by the Client to the Company to the nearest second.

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

"Lot" — the amount of the Base Currency or Securities or troy ounces of Precious Metal in the Trading Platform.

"Lot size" — means the number of Securities, underlying assets or units of the Underlying Currency or the number of troy ounces of Precious Metal in one Lot specified in the Contract Specification.

"Margin" or "Collateral" — means the necessary guarantee funds to maintain Open Positions specified in the Contract Specification for each instrument.

"Margin level" — 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" — term transactions on the exchange market, in which the Client can carry out Trading operations, having much less funds in the Trading Account than necessary, based on the volume of the Trading Operation.

"Locked Positions" — Long and Short Positions of the same volume opened on the same Instrument on the same Trading Account by the Company, including, but not limited to, any trading and / or non-trading operations.

"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 no changes occur:

- significant gaps in the Flow of quotes in the Trading Platform; and
- fast price movements; and
- large price gaps.

"Open Position" — A Long or Short Position that is not a Complete Completed transaction.

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

"Order level" — the price specified in the Order.

"Precious metal" or "Spot Metal" — cash gold or cash silver.

"Price gap" means the following:

- a) The current Bid Price is higher than the Ask Price at the previous Quote;
or
- b) The current Ask Price is lower than the Bid Price at the previous Quote.

"Quote" — information about the current price of a particular financial instrument in the form of Bid and Ask Prices.

"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 that is stored on the server.

"Quote flow"— is the process of entering Quotes into the Trading Platform for each instrument.

"Course" — means the following:

a) For a Currency Pair: unit value of the Base Currency, expressed in the quote Currency; or

(b) For the Precious Metal: price per troy ounce

Precious metal denominated 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 that processes client orders and requests, provides the Client with information about trading on financial markets in real time (to the extent determined by the Company), and records mutual obligations between the Client and the Company in accordance with the terms of Regulatory Documents.

"Services" — means the Company's services provided to the Client as specified in Clause 5 of this Agreement.

"Short position" — a transaction for the sale of currency, which is profitable when market prices fall. For Currency pairs: the selling rate of the Base Currency relative to the Quote Currency.

"Spread" — is the difference between the Bid Price and the Ask Price.

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

"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 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 to 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.

"Trading operation " — means 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.

"Trading operation volume" — is the product of the number of lots and the lot size.

"Website" — the Company's website, which can be accessible via the link zoxir.com, or any other website that the Company recognizes as official and has the right to maintain periodically for Customer access.

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

"Stop Out" — an order to forcibly close a position generated by the Server (without the Client's consent and Prior notification) in case of lack of funds to maintain an open position.

"Take Profit" — a trading order that involves closing a previously opened position at a price that is more favorable for the Client than the current price at the time of placing the order.

2. Introductory provisions

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

2.2. Company is a Zoxir.

2.3 This Agreement, together with the Regulations of operations, a Statement of disclosure of risks, Regulations on trading operations, the Rules of service of the PAMM-account, (collectively "legal documents" or "Agreement"), and any other documents specified in the section "Treaties and regulations" of a Website, which may periodically be amended or supplemented constitute the entire agreement between Customer and the Company. The Regulatory Documents, taking into account periodically introduced changes 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 documents will regulate the procedure for 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 required to provide to the Client in accordance with the applicable provisions of the law. 2.5 The terms and definitions used in this Agreement are specified in Paragraph 1 (hereinafter referred to as "Terms and Definitions"). 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 that, in the absence of other agreements, the Company will consider the Client as a Client in all respects, and the Client will be directly and fully responsible for the fulfillment of obligations for each Trading Operation performed 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 bear any obligations to the above person, unless other agreement by the parties.

2.5 The terms and definitions used in this Agreement are specified in Clause 0 (hereinafter referred to as "Terms and Definitions").

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 that, in the absence of other agreements, the Company will consider the Client as a Client in all respects, and the Client will be directly and fully responsible for the fulfillment of obligations for each Trading Operation

performed 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 bear any obligations to the above person, unless other agreement by the parties.

3. Entry into force

3.1 the Terms of legal documents are recognized unconditionally accepted by the Customer on the date the Customer receives notice from the Company in accordance with Paragraph 4.1, and will be in effect until, unless terminated by the 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 Trading Operations with the Instruments.

3.3 The Agreement is concluded electronically and enters into force remotely. 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 by notifying the Client immediately after the Company receives the completed Client Registration Form from the Client, and after: a) conducting appropriate checks of identification documents in accordance with the Company's requirements; b) approval by the Company of the methods of depositing and / or withdrawing funds by the Client; and c) acceptance by the Client of the terms of Regulatory Documents.

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

4.3 The Company has the right to demand a minimum down payment that allows the Client to start using their Trading Account.

4.4 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 In case of execution Client's obligations arising in accordance with regulatory documents and, subject to any other rights of the Company specified in the regulatory documents, the Company provides the Client with the following Services:

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

b) foreign exchange services related to the providing of Investment Services in accordance with Paragraph 5.1 (a) of this Agreement;

c) safekeeping and control of financial instruments at the Client's expense (if applicable), including keeping and related services, such as cash management services described in Paragraph 7 of this Agreement;

d) providing Clients with access to investment analysis information that may be relevant to the Client.

e) deposit insurance services - the Client's account can be insured against full or partial loss of funds.

f) Conversion of funds in case of withdrawal at the client's expense.

g) services for the legalization of profit received by the Client - providing assistance to the Client in opening an account with a foreign bank and registering an offshore company for the legalization of income

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 specified on the Website, 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 the 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 has the right to request 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. Foreign exchange gains or losses on the Trading Account will be reflected in the Trading Account as soon as the Trading Operation is closed.

5.7 The Company has the right to provide personal recommendations and advice in relation to any specific Trading Operations.

5.8 The Company may, on a periodic basis and at its sole discretion, provide information and recommendations in newsletters that it may publish on its Website or provide to subscribers through its Website or otherwise. In this case:

a) the above information is provided only to enable the Client to make their own investment decisions, and it is not an investment recommendation;

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

c) The Company does not provide the Client with any assurance, or guarantees regarding the accuracy and completeness of the above information or the tax consequences of any Trading Transaction;

d) 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 may be published on one or more information service interfaces;

e) the information is provided only to assist the Client in making their own investment decisions, and is not equal with an investment recommendation or promotion of a financial product that the Client has not requested;

f) the information does not necessarily take into account the relevant legal or regulatory base 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 investment in such a way that the Company can assess whether a particular service or product under consideration 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 the Client is suitable for a one or the other service or product. The Company will consider that the information provided to the Company about the Client's knowledge and experience is accurate, and the Company will not be responsible to the Client in any way if the above information is incomplete or misleading, or if it changes, or in case it becomes unreliable, except when the Client notifies the Company of the above changes.

5.10 The Company reserves the right to refuse to provide Services to the Client at any time at its sole discretion, and the Client agrees that the Company is not obliged to inform the Client of the reasons for its refusal. The Company also reserves the right to stop, delay and / or change the terms and conditions of any services in case if the Market Conditions other than normal.

5.11 All Requests are considered in terms of their size. If the requested amount is greater 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 option of the Company.

5.12 Market comments, news or other information could be changed and may be removed at any time without notice.

5.13 The Client further hereby understands, confirms and accepts that the above-mentioned saved trading and non-trading history will be available for viewing and / or downloading at any time in the Client's Personal Account.

5.14 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, arbitrage sales 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 improperly received and to charge associated costs, and will not be responsible for the cancellation of any Trading Operation or income or in the event of any damage or loss that may arise as a result of the suspension, closure, or cancellation of the Trading Operation.

5.15 In accordance with the general reporting standards, the Client have to provide the Company with all necessary information about the Client (name, address, jurisdiction of residence / registration, date and place of birth, bank account number of the Client, as well as any necessary documents and information at the request of the Company). The customer agrees to transfer his personal data, the Company registered as a data controller under the act, the Company needs to identify, in the administrative and business purposes to fulfill their 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 advisors and other service providers and contractors with whom the Company has entered into contracts.

6. Conflict of interests and material interest

6.1 In cases where the Company makes the deals with 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 particular Trading Operation or that may be contrary to the interests of the Client. For the sole purpose of providing an example, in cases where the Company makes any deals with or on behalf of the Client, the Company may:

- a) make the deals 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)
- b) 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)
- c) make the deals with the Instrument that the Company offers to the Client (including holding a long or short position); and (or)
- d) provide advice and other services to any related parties or other clients of the Company who may have an interest in the investment or in the Underlying Assets, even though such interest may conflict with the interests of the Client.

6.2 The Client agrees to grant authority and authorizes the Company to make the deals with or on behalf of the Client in any manner that the Company consider 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. Employees of the Company are obliged to comply with the policy of independence and not to take into account any of the above material interests or conflicts 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 to bear other costs specified on the Website in the "Trading Conditions" section on the "Contract Specification" page. The Company undertakes to display all applicable fees and other costs on its Website.

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 fees and other costs that are displayed on the

Company's Website and published on the Website will be considered a proper notification of these changes.

7.3 The Client agrees to receive notifications from the Company in the event that 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.

7.4 The Client undertakes to pay all stamp duties related to this Agreement and any documentation that may be necessary for the implementation of Trading Operations.

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

7.6 Due to the fact that the company does not charge a commission for opening an account and its contents when opening an account, the client has the right to withdraw the deposited funds only after 20 banking days.

7.7 The Client's funds are held in the Company's accounts, including segregated accounts opened in the Company's name to hold Client funds separately from the Company's funds.

8. Limitation of responsibility and compensation of damages

8.1 If the Company provides any advice, 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 responsible for any losses, costs, expenses or damages suffered 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 fraud, malicious acts or gross negligence on the part of the Company. Subject to 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 lay obligations in all respects on both the Company and the Client.

8.2 The Company will not be responsible for any losses or expenses suffered by the Client and directly or indirectly arising in connection with:

a) any error or malfunction of the Trading Platform or any delay caused by the Client Terminal;

b) trading operations carried out through the Client Terminal;

c) any violation of the Company's obligations under Regulatory Documents that occurred for reasons beyond the Company's control; or

(d) The acts, omissions or rough negligence of any third party.

8.3 At the request of the Company, the Client agrees to compensate the Company and agrees to pay the Company compensation in the amount of all obligations, costs, claims and expenses of any kind that the Company assumes or incurs as a direct or indirect result of any Customer defaults on any obligations of the Client in accordance with the regulatory documents.

8.4 Under no circumstances the Company will not be responsible to the Client for any indirect losses, lost profits, lost benefit (including in relation to consecutive market movements), costs, expenses or damages that the Client may suffer in connection with Regulatory Documents, unless otherwise specified in the Trading Regulations.

9. The exchange of information

9.1 The rules for the exchange of information between the Client and the Company are set out in the Rules of Trading Operations.

9.2 The Client undertakes to provide Orders and Requests only through the Client Terminal in accordance with the Rules of Trading Operations.

10. Modification and termination of the Agreement

10.1 The Client confirms that the Company may at any time and in its sole discretion to unilaterally correct the terms and conditions of Regulatory documents, giving Client written notice by email and (or) publishing information about changes on its Web site.

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

10.3 Upon termination of this Agreement, the Company will have the right, without providing prior notice to the Client, to stop providing the Client with access to the Trading Platform.

10.4 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):

a) all fees, amounts and commissions payable;

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

c) any losses and expenses realized in the closing of any Trading Operations or in the settlement or performance of any expired obligations taken by the Company on behalf of the Client.

10.5 The Company, on the terms and in accordance with the terms of the current Agreements, has the right, at its sole discretion, to deactivate the Client's account without providing him with prior notice, if the Client places a number of incorrect requests that deviate from the standard number, which create an excessive load on the Company's servers and may lead to a negative trading experience of other clients using the corresponding servers. Incorrect requests may include, but are not limited to, invalid steps or changes, incorrect processing of Trading Operations or the system log, a volume exceeding the allowed values or a large number of applications, requests with insufficient funds in the account, etc.

11. Personal data and phone call recording

11.1 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.

11.2 If the Client is an individual, the Company is obliged to provide a copy of the document with the Client's personal data (if any), which is at its ownership, upon request of the Client, provided that the Client pays for this service.

11.3 By accepting the terms of this Agreement, the Client gives the Company his consent to transfer 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, compensation of the Client's funds). 11.4 Telephone conversations between the Client and the Company may be recorded. Any recordings of telephone conversations 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 confirms that the Company has the right to provide copies of the transcripts of the above records to any court, supervisory authority or government authority.

12. Consent to direct contact

12.1 The Client confirms 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 refusal

13.1 Customer information held by the Company is confidential and cannot be used for any purpose other than in connection with the provision of Services. Information of a confidential nature 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 opened to any person only in the following cases:

- a) in accordance with the requirements of the law or at the request of regulatory and law enforcement agencies, courts and similar bodies in the jurisdiction of which the Company is located;
- b) for the purpose of investigating or preventing fraud or other illegal activities;
- c) 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;
- d) 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;
- e) when the above information is requested by the Client or with the Client's consent;
- f) when the above information is necessary for 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;

g) when the above information is necessary in any legal proceedings between the Company and the Client;

h) when the above information is necessary in the context of any public dispute between the Company and the Client.

14. Violation of obligations

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

a) the Client's failure to submit any Initial and / or Hedged Margin or other amount payable in accordance with Regulatory Documents;

b) the Client's failure to fulfill any obligation to the Company;

c) the initiation by any third party litigation concerning the bankruptcy of the Client (if the Client is a natural person) or liquidation of the Customer or for the appointment of the administrator or competitive manager in respect of the Customer or any of Customer's assets (if the Client is a legal entity) or (in both cases) if the Client agrees or enters into a settlement agreement with its creditors, or the initiation against the Client in any legal proceedings that are similar or analogous to any of the above actions and processes;

d) if any statement or guarantee made or provided by the Customer in accordance with Paragraph 18 of this Agreement is or becomes false;

e) if the Client is unable to repay the Client's debts when they are due;

f) if the Client (if he is a natural person) dies or becomes disabled due to a mental disorder; or

g) in the event of any other circumstances where the Company reasonably believes that the necessary or preferred solution is to take any of the measures specified in Paragraph 17.2 of this Agreement.

h) if the Client makes 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 the Client's account or in the Client's accounts opened with the Company;

i) 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 may be classified as market fraud.

14.2 In the event of default, the Company is entitled to take one or more of the following measures at any time and without prior written notice:

a) close all or any part of the Client's Open Positions at the current Quotes;

b) write off the amounts due to the Company from the Client's Trading Account;

c) close all or any part of the Client's Trading Accounts with the Company;

d) refuse to open new Trading Accounts for the Client;

e) adjust the Balance of the Client's Trading Account, reducing it by the amount of illegally obtained income.

15. Force majeure

15.1 The Company has the right, at its reasonable decision, to determine whether there is any Force Majeure event, and in the event of such a circumstance, the Company undertakes to take appropriate reasonable measures to notify the Client of this. Force majeure circumstances include, but are not limited to:

a) any actions, events or events (including, but not limited to, any strikes, riots, terrorist acts, wars, natural disasters, accidents, fire, flood, storm, power failures, failures of electronic, communication equipment or supplier, civil unrest, actions of government authorities, refusal of the employer to provide work for its subordinates) that, in the Company's motivated decision, do not allow it to properly maintain market conditions for one or more Instruments;

b) the suspension, liquidation or closure of any market or the 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.

15.2 If the Company reasonably believes that there is a Force Majeure event (without prejudice to any other rights arising in accordance with the Regulatory Documents), the Company is entitled to take any of the following measures without prior written notice and at any time:

(a) Increase margin requirements; or

b) close any or all Open Positions at prices that the Company reasonably considers appropriate; or

c) suspend or freeze or modify the application of any or all of the terms of the Regulations to the extent that Force Majeure Circumstances prevent or make it impossible or impractical for the Company to comply with them; or

d) take or refrain from taking any other measures that the Company reasonably considers appropriate in the circumstances in relation to the situation of the Company, the Client and other clients

16. Use of the Trading Platform and security

16.1 The Client is not entitled to take any actions that could potentially lead to inappropriate or unauthorized access to or use of the Trading Platform. The Client confirms that the Company has the right, at its sole discretion, to terminate or restrict his right of access to the Trading Platform if it suspects the Client of having allowed such use.

16.2 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.

16.3 The Client has the right to store, display, analyze, modify, re-format and print the information provided in the Trading Platform. The Client does not have the right 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 references to copyrights, trademarks or any other references to rights presented in the Trading Platform.

16.4 The Client undertakes to keep in secret and not disclose any Access Data to any person.

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

16.6 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 its Access Data.

16.7 The Client confirms that he will be responsible for all instructions and orders provided and given on the basis of his Access Data, and any above-mentioned instructions or orders received by the Company will be considered received from the Client.

16.8 The Client acknowledges that the Company will not be liable if any unauthorized persons have access to information, including electronic 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 other electronic means.

16.9 If the Company suspects of committing fraud, manipulation actions, swap-arbitrage or other forms of deceptive or fraudulent activity on the account or accounts of Customer in the Company or activities otherwise associated with any (or) all Trading operations, the Company is entitled to close all open positions on the Trading account of the Client, and is entitled to deduct or add a penalty (equivalent to the revenue from exchange and (or) revenues) for all Trading operations in real time and (or) previously made on the account and (or) to cancel all income, received as a result of the above, and also has the right to refuse to accept any future requests of the Client for exemption from any swaps and / or terminate all agreements with the Client.

17. Dispute settlement procedure

17.1 In the event of any conflict situation where the Client reasonably believes that the Company has violated one or more provisions of the Regulatory Documents as a result of any of its actions or inactions, the Client has the right to file a claim with the Company within 5 (five) business days from the date of the Dispute.

17.2 If the parties fail to resolve disputes through negotiations, after applying pre-trial proceedings to resolve such disputes in accordance with the laws of the Republic of Vanuatu, the parties shall refer such disputes to the Court of the Republic of Vanuatu.

18. Refusal to satisfy the claim

18.1 The Company has the full right to refuse to satisfy the claim submitted by the Client.

18.2 If the Client has been notified in advance in any way about the planned technical work on the Server, claims made in respect of any outstanding

Orders that were given during the period of the above-mentioned work will not be accepted. The fact that the Client did not receive the notification does not serve as a basis for making a claim.

18.3 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.

18.4 Except for cases when the execution of an Order placed in the queue was not performed in accordance with the Trading Rules, no claims are accepted for the time of execution of the Order, regardless of the period of time it took the Company to execute the Order, and regardless of the time when the order execution record appeared in the server Log file.

18.5 No complaints are accepted for cancellation of the financial results of trading operations that were committed by the Client for additional margin generated on the trading account as a result of profitable deal (subsequently cancelled by the Company) at non-market quote or a quote received as a result of manifest error of the Company.

18.6 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.

18.7 The Client confirms 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 in relation to the disputed position is under consideration, and no claims in relation to this issue will be accepted.

18.8 The Client confirms 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.

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

18.10 The Company has the right to cancel any Trading Operation if the relevant hedging trade has been canceled by the Liquidity Provider.

19. Risk recognition and notification of risks

19.1 The Company informs and the Client confirms that is aware of the risk of loss and damage arising from the purchase and / or sale of any financial instrument, and confirms that wishes to assume the above risk.

20. Applicable law and jurisdiction

20.1 The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of Vanuatu.

20.2 In the event of any dispute arising out of or related to the Agreement, the Client unconditionally confirms that the parties to the Agreement will first seek to resolve the above dispute with the Company in accordance with the dispute resolution procedure.