

APPTRADER



CLIENT AGREEMENT

GENERAL TERMS AND CONDITIONS

The customer is entering in agreement with RT GLOBAL LTD., the owner of the website (www.apptrader.com), a company incorporated under the laws of St. Vincent, with registration number IBC 2019 24995 and registered office in Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent & The Grenadines, 1510 (hereinafter called “We” or “Us” or “The Company”). All the investments and additional services are offered via this entity in conformity with its authorizations. We do not manage, or offer, any legal, tax, accounting or investments advice, or recommendation regarding suitability, profitability, investment strategy or other matters.

This document, together with our Risk Disclosure Policy, Privacy Policy and Order Execution Policy (hereinafter together the “Agreement”) represents the terms with which APPTRADER will do business with the Customer. This document sets out the respective rights and obligations of both parties in connection with this service and both parties will accept and be bound by these terms on acceptance of the terms contained herein and on completion of the application form by Customer.

This is a legal contract between Apptrader, its successors and assigns, and the party/parties (the “Customer”, “client” or “you”) executing this document.

All the documents are important and for this reason, you are advised to read all the above mentioned documents which form the Agreement, all the documents on our Website (enlisted above for your convenience) and any other letters or notices sent by us carefully and make sure that you understand and agree with them before entering into an agreement with us.

This Agreement overrides any previous agreements, arrangements, express or implied statements made by the Company or the Company’s employees or any affiliates/business introducers.

A – THE CUSTOMER ACCEPTANCE AND THE SERVICES

Commencement and effect of the agreement

Once the Prospective Client fills in and submits the Company's Account Opening Application Form together with all the required documentation requested by the Company, the Company will perform all internal checks (including but not limited to: verification of the Client's identity, anti-money laundering & terrorist financing checks, appropriateness test) and will inform the Client in writing whether or not he/she has been accepted as the Company's Client.

It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Client(s) residing in certain countries.

The Agreement together with all the accompanying documents shall commence once we have informed you about your account being activated.

Client categorization

According to the applicable regulations and rules, the Company has to categorize its Clients in one of the following categories: Retail Client, Professional Client or Eligible Counterparty, but it is noted that the Company treats all of its Clients as Retail Clients. The categorization shall depend on the information provided by the Client in his Application Form and according to the method of categorization as this method is explained under the document "Client Categorization Policy" found on our website. By accepting the Agreement, the Client accepts application of such method. The Company will inform the Client of his categorization according to Applicable Regulations. The Client has the right to request different categorization.

It is understood that the Company has the right to review the Client's Categorization and change his/her category if this is deemed necessary (subject to Applicable Regulations).

It is noted that different rules and different levels of protection apply to Clients depending on their categorization. The Client accepts that he may be put in different categories for particular investment services and/or transactions and/or types of transactions and/or products.

The Company shall provide different levels of regulatory protection to each Client category as explained in the Company's "Client Categorization Policy". Specifically, Retail Clients are provided with the highest level of regulatory protection while Professional Clients and Eligible Counterparties are provided with a lower level of regulatory protection due to the fact that they are considered to be more experienced than Retail Clients and are thus able to assess the risks associated with trading in derivative financial instruments.

Protection of Clients - Retail Client / Professional Client

Retail client is a client who is not professional client or an eligible counterparty. Retail client (Natural Persons and Legal Entities), will receive the greatest possible protection for investors.

Where the Company treats the client as a retail client, the client will be entitled to more protections under the law than it would be entitled to as a professional client. In summary, the additional protections retail clients are entitled to are as follows:

- A retail client will be given more information and disclosures with regard to the Company, its services and any investments, its costs, commissions, fees and charges and the safeguarding of client financial instruments and client funds.
- Under the law, where the Company provides investment services other than investment advice (in the form of personal recommendations) or discretionary portfolio management, the Company shall ask a retail client to provide information regarding his knowledge and experience in the investment field relevant to the specific type of product or service offered or demanded so as to enable the Company to assess whether the investment service or product envisaged is appropriate for the client. In case the Company considers, on the basis of the information received, that the product or service is not appropriate to a retail client, it shall warn the client accordingly. Please note that the Company is not required to assess appropriateness in certain cases specified by law.
- The Company shall be entitled to assume that a professional client has the necessary experience and knowledge in order to understand the risks involved in relation to those particular investment services or transactions, or types of transaction or product, for which the client is classified as a professional client.

Consequently, and unlike the situation with a retail client, the Company should not generally need to obtain additional information from the client for the purposes of the assessment of appropriateness for those products and services for which they have been classified as a professional client.

- When executing orders, the Company must take all reasonable steps to achieve what is called “best execution” of the client’s orders, that is to obtain the best possible result for its clients.
- Where the Company executes an order on behalf of a retail client, the best possible result shall be determined in terms of the total consideration, representing the price of the financial instrument and the costs related to execution, which shall include all expenses incurred by the client which are directly related to the execution of the order, including execution venue fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the order.

- When providing professional clients with best execution the Company is not required to prioritize the overall costs of the transaction as being the most important factor in achieving best execution for them.

The Company is required to provide retail clients:

- with more information than professional clients as regards execution of orders, other than for portfolio management
- with periodic statements in respect of portfolio management activities carried out on their behalf, more frequently than for professional clients.

The Company is obliged to enter into a written basic agreement with the retail Client, setting out the essential rights and obligation of both parties.

Assessing appropriateness

The Company is obliged under Applicable Regulations, to obtain information regarding the Client's trading knowledge and experience so that it can perform an Appropriateness and/or Suitability Tests to assess and determine whether the investment services and/or products offered or demanded are appropriate for the Client in question as well as to enable the Company to act in the Client's best interests.

The Company will collect information, including but not limited, regarding the Client's knowledge and experience, financial situation, source of funds, financial commitments and investment objectives. The extent of information to be collected from Clients may vary depending on the Client's personal circumstances, needs, specific requirements and nature of investment service/product requested. The Company shall be entitled to assume that the said information, provided by the Client to the Company, is accurate and complete and the Company will have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes. As such, the Company has no responsibility whatsoever towards the Client if the outcome of the assessment is incorrect and/or not reflective of the Client's profile.

Services

Subject to the Clients' obligations under the Agreement being fulfilled and any other rights of the Company herein in the Agreement, the Company will offer the following Services to the Client:

- a) Reception, transition and Execution of Orders with another entity (not the Company) or with the Company dealing on an own account basis.
- b) cash/collateral management
- c) Foreign Currency Services provided they are associated with the provision of the reception and transmission service of paragraph (a) and (b).

It is agreed and understood that the Company offers its Services in relation to various Financial Instruments. However, the Client may be allowed to trade only in one or some of those Financial Instruments.

It is understood that when trading in CFDs, there is no delivery or safekeeping of the Underlying Asset to which the CFD is referring to.

Advice

We will not advise you about the merits of a particular Transaction or give you any form of investment advice you acknowledge that the Services do not include the provision of investment advice. You alone will make trading and other decisions based on your own judgment.

We will not be under any duty to provide you with any legal, tax or other advice relating to your Transaction. You agree and acknowledge that you are solely responsible for any investment strategy, transaction or investment, composition of any account and taxation consequences and you shall not rely, for this purpose on the Company.

Market commentary

The Company may, provide the Client with information, recommendations, news, market commentary or other information regarding the conditions of the financial market, posted through its website or via newsletters or to subscribers or otherwise. This is not a service and should be noted that this material it is considered to be marketing communication only and does not contain, and should not be interpreted as containing, investment advice and/or an investment recommendation and/or an offer of or solicitation for any transactions in financial instruments. Where it does so:

- the Company will not be responsible for such information as they are solely based on the judgement of the Company's personnel and should be considered as such;
- this is incidental to your dealing relationship with us. It is provided solely to enable you to make your own investment decisions and does not amount to investment advice;
- this information is general only and may or may not be consistent with the market positions or intentions of the Company and/or its affiliates.;
- if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on to any such person or category of persons;
- we give no representation, warranty or guarantee as to the accuracy of completeness of such information or as to the tax consequences of any Transaction;

- you accept that prior to dispatch, we may have acted upon it ourselves to make use of the information on which it is based. We do not make representations as to the time of receipt by you and cannot guarantee that you will receive such information at the same time as other Clients. Any published research reports or recommendations may appear in one or more screen information service.
- does not amount to unsolicited financial promotions to the Client.

Market commentary, news, or other information are subject to change and may be withdrawn at any time without notice.

Placement and execution of orders

The Company strives to execute all Client Orders promptly and as per the Company's "Summary Best Interest & Order Execution Policy", but by accepting the Client's orders it does not warrant or represents that it will execute such order or that execution will be possible according to the Client's instructions. In case the Company encounters any material difficulty in executing the Client's Order (for example in case the market is closed and/or due to illiquidity in financial instruments and other market conditions), the Company reserves the right to execute the Client Order at the best available price given the market depth and volatility of the given Financial Instrument at that point in time.

The Client may place Orders on the Platform(s) or when the Platform is not accessible by telephone call, facsimile transmission and any other methods in the Company's discretion, by using his Access Data issued by the Company for that purpose and provided all the Essential Details are given. Orders placed via facsimile transmission will be accepted only if this is specifically agreed between the Parties.

Orders may be placed within the normal trading hours of the Company, available on its Website and/or the Platform, as amended from time to time.

The Company shall receive and transmit and/or execute all Orders given by the Client strictly in accordance with their terms. The Company shall use its reasonable endeavors to transmit or execute any Order promptly to the Client's best interest but in accepting his Order the Company does not warrant or represent that it will be possible to transmit or execute the Client Order at all, or that execution of the Order will be possible within the terms of his instructions (whether as to price or size or any other condition).

The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.

The Client acknowledges and agrees that the Company may, add, remove or suspend from the Platform, any Financial Instrument, on any type of Underlying Asset or Market,

from time to time in the event of a stock transformation event (for example as the result of a takeover, share consolidation/split, merger, spinoff, nationalization, de-listing, etc.) or if no Client Positions are held in a particular Financial Instrument at that time.

Refusal to execute orders

Without prejudice to any other provisions herein, of this Client Agreement, the Client acknowledges understands, accepts and agrees herewith that the Company has the right and is entitled, at any time and at its discretion, without giving any notice and/or explanation, to refuse at its discretion to transmit or execute any Order, to restrict the Client's trading activity, to cancel Client's Orders, to refuse to execute any Order of the Client, and the Client has no right to claim any damages, specific performance or compensation whatsoever from the Company, in any of the following cases:

- where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or tax offences and/or other criminal acts;
- In consequence of request of regulatory or supervisory authorities of Saint Vincent and the Grenadines or a court order or antifraud or anti-money laundering authorities;
- Where the legality or genuineness of the Order is under doubt;
- In consequence of lawful claims or requirements of corresponding organized trading platforms, Affiliates of the Parties as well as in consequence of lawful claims of third parties;
- The Client has failed to meet a Margin Call of the Company;
- A Force Majeure Event has occurred;
- In an Event of Default of the Client;
- Under Abnormal Market Conditions;
- The Client Agreement has been terminated by either party.
- If the Client has insufficient funds in his/her Trading Account to place the order (together with the respective fees, charges and commissions necessary to carry out the transaction);
- Internet connection or communications are disrupted;
- Benefits – Takeovers and Transformations (including events such as share consolidations/splits, mergers, takeovers, spinoffs, MBOs, de- listings, etc.). Depending on the circumstances of each event, the Company may close out any Open Positions at the market price immediately prior to such an event taking place.

Events of default

The following shall constitute Events of Default:

- The Client dies, becomes of unsound mind, becomes unable to pay his debts as they fall due or become bankrupt or insolvent, as defined under any bankruptcy or insolvency Law applicable to the Client; or any indebtedness on the Client's part is not paid on the due date thereof, or becomes capable at any time of being declared due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable; or any suit, action, or other proceedings relating to this Agreement are commenced for any execution, attachment, garnishment, or distress against or an encumbrance takes possession of the whole or any part of your property, undertaking, or assets (tangible and intangible);
- If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities.
- The Company reasonably suspects that the Client performed Abusive Trading.
- The Company reasonably suspects that the Client opened the Client Account fraudulently.
- The Company reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account.
- The Client fails to make any payment when due, or to make or take delivery of any Assets when due, or to observe or perform any other obligation of this Agreement or any Transaction in accordance with this Agreement,
- The Company reasonably considers that the Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing.
- Where any representation or warranty made by the Client in his Application Form or under this CFDs Trading Client Agreement is or becomes untrue.

The Company may, at its absolute discretion, at any time and without prior Written Notice, if an Event of Default occurs, take one or more of the following actions:

- Restrict the Client's trading activity.
- Reject any Order of the Client.
- In the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country or of the Payment Network / Institution or financial institution.
- Take legal action for any losses suffered by the Company.
- Cancel any Open Positions.
- Temporarily or permanently bar access to the Platform(s) or suspend or prohibit any functions of the Platform(s).

- Cancel or reverse any profits or trading benefits and bonus gained through Abusive Trading. Losses resulting from Abusive Trading of the Client cannot be reversed.
- Terminate this Agreement immediately without prior notice to the Client.

Reporting and Trade Confirmations

The Client understands, accepts and agrees herewith that under Applicable Regulations, the Company shall provide the Client with reporting on his Orders. In order to comply with the rules in regards to Client reporting requirements, the Company will provide the Client with a continuous online access to his Client Account via the Platform(s) used by the Client; the Client will be able to see in his Client Account the status of his Order(s), confirmation of execution of the Order(s) as soon as possible (including the trading date, time, type of Order, venue identification, instrument identification, the buy/sell indicator, the nature of the Order, the unit quantity, total consideration, total sum of commissions and expenses, the Client's Counterparty) his trading history, his Balance and other information. The Client has the right to ask the Company to send reports by email or on paper by post.

If the Client has a reason to believe that the Confirmation is wrong or if the Client does not receive any Confirmation when he should, the Client shall contact the Company Ten Business Days from the date the Company of the Order was sent or ought to have been sent (if a Confirmation was not sent). If the Client expresses no objections during this period, the content is considered as approved by him and shall be deemed conclusive.

B – THE CUSTOMER'S ACCOUNT AND FUNDS

Client funds

The Company will immediately place the Clients money it receives into one or more segregated account(s) (denoted as 'clients' accounts') with reliable financial institutions such as a credit institution or a bank. It is noted that the Company may keep merchant accounts in its name with payment services providers used to settle payment transactions of its Clients. However, for the avoidance of doubt, it is noted that such merchant accounts are not used for safekeeping of Client money but only to effect settlements of payment transactions.

According to Applicable Laws and Regulations, the Company shall exercise due skill, care and diligence in the selection and appointment and periodic review of the financial institution and the arrangements for holding of Client money. The Company takes into consideration the expertise and market reputation of such institutions with the view of ensuring the protection of Client's rights, as well as any legal or regulatory requirements

or market practices related to holding of Client money that could adversely affect Client's right.

According to Applicable Laws and Regulations, for the purposes of safeguarding of Client money, the Company:

- (a) shall keep such records and accounts as are necessary to distinguish Clients' assets from its own and of other Clients'; such records shall be accurate and correspond to the Client money;
- (b) shall conduct, on a regular basis, reconciliations between its internal accounts and records and those of any third parties by whom those assets are held;
- (c) shall always keep Client money segregated from the Company's own money;
- (d) shall not use Client money during its own business;
- (e) shall take the necessary steps to ensure that Client money deposited with a financial institution are held in an account(s) identified separately from any accounts used to hold funds of the Company;
- (f) shall introduce adequate organizational arrangements to minimize the risks of the loss or diminution of Client money, because of misuse, fraud, poor administration, inadequate record keeping or negligence.

The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

The Company shall not pay to the Client any interest earned on Client money (other than profit gained through trading Transactions from his Account(s) under this Agreement) and the Client waives all right to interest.

The Company shall have a general lien on all funds held by the Company or its Associates or its nominees on the Client's behalf until the satisfaction of his obligations under this Agreement.

The financial institution to which the Company will pass Client money may hold it in an omnibus account. Hence, in the event of the insolvency or any other analogous proceedings in relation to that financial institution, the Company may only have an unsecured claim against the financial institution on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the financial institution is insufficient to satisfy the claims of the Client.

It is understood that the Company may hold Client money and the money of other clients in the same account (omnibus account).

Client's deposits and withdrawals

The Client may deposit funds into the Client Account at any time during this Agreement. Deposits will be accepted via bank transfer, debit/credit card (MasterCard, Visa). The Company will not accept third party or anonymous payments in the Client Account.

The Client Account shall be activated upon the Client depositing the minimum initial deposit. The minimum initial deposit may vary according to the type of Client Account offered to the Client and is found on the Website.

Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall pay the said amount within five Business Days, if the following requirements are met:

- a) The withdrawal instruction includes all necessary information;
- b) The instruction is to make a bank transfer to the account of the Client; and
- c) At the moment of payment, the Client's Free Margin exceeds the amount specified in the withdrawal instruction including all payment charges

Withdrawals will only be affected towards the Client. The Company will not to effect withdrawals to any other third party or anonymous account

The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method

If the Client makes a payment by bank transfer, by credit card the Company shall credit the Client Account with the relevant amount within one Business Day after the amount is cleared in the bank account of the Company

The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a deposit of the Client and/or block the Client Account in any of the following cases:

- (a) if the Company is not duly satisfied as to the legality of the source of funds;
- (b) if the Client fails to provide the Company with any relevant documents it requests from the Client for client identification purposes or for any other reason;
- (c) if the Company reasonably suspects or has concerns that the submitted documents may be false or fake;
- (d) if the Company reasonably suspects that the Client is involved in illegal or fraudulent activity;
- (e) if the Company is informed that the credit or debit card (or any other payment method used by the Client) has been lost or stolen;
- (f) where the Company reasonably considers that there is a chargeback risk for any other reason; or
- (g) when the Client deposits \$10,000 or more (in one or more separate deposits) and the Company is unable to verify the source,

(h)when the acquiring bank, issuer bank or any third-party processor or payment service provider rejected the transaction.

Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer, the Company may be unable to correct the mistake and the Client may have to suffer the loss. It is further understood that the Company shall not be liable for any mistakes of third party payment service providers.

Dormant account handling and fees

Client accounts in which there have been no transactions (trading / withdrawals / deposits), for a period of twelve (12) months, will be considered by the Company as being dormant accounts. Such twelve (12) month period shall begin from the first day following the last day of the thirteenth month in which no transaction was undertaken. In this case the Company may decide to close the account: the money in the dormant account will remain owned by the Client. The Company will, under request of the Client, return such funds at any time thereafter. As well the Company may charge a fee in these cases when the account is dormant and shall notify the Client accordingly. There will be no charge if the free balance is zero and consequently, all accounts with a zero balance will be closed and the Clients shall be informed accordingly via e-mail.

Currency rate conversions

Whenever we conduct currency conversions, we will do so at such reasonable rate of exchange as we shall select. We shall be entitled to charge and retain for our own account a mark-up on the exchange rates for arranging such conversion as we may from time to time specify to you and publish on our Website.

In the case of currency fluctuations, the Company will not hold any responsibility in case of losses or damages that the Client suffered because of the conversion.

Depending on the currency used to deposit money in the Client Account, the Company may charge an amount in the form of a percentage (as a fixed spread) of the amount deposited. If the Client pays in his card currency, the Company will be allowed to charge a fixed spread of 3% for not like/like currencies, or so-called exotic currencies. In relation to what is called Like/like currencies (GBP, USD, EUR, CHF, JPY, CAD, DKK, AUD), the Company does not charge any conversion fees when the Client pays in these currencies.

C- TRADING PLATFORM

Use of the Platform

Subject to all the terms and conditions of this Agreement, the Company grants Customer a worldwide, non-exclusive, non-transferable, non-sublicensable right and license to access and use the Platform during the Term solely for Customer's internal

business purposes, but only in accordance with this Agreement (including without limitation any applicable Service-Specific Terms), the Documentation, and all applicable Scope of Use descriptions.

The Client acknowledges, understands, accepts and agrees herewith that the Company has the right to shut down the Platform(s) at any time for maintenance purposes without prior notice to the Client, this will be done only in weekends, unless not convenient or in urgent cases. In these cases, the Platform(s) will be inaccessible. The Company may upgrade or replace the Platform from time to time.

The Client acknowledges, understands, accepts and agrees herewith that the Company will not be liable for any such disruptions or delays or problem in any communication experienced by the Client when using the Platform(s).

Customer may permit its Authorized Users to use the Company Service, provided their use is for Customer's benefit only and remains in compliance with this Agreement. Customer will be responsible and liable for all Authorized Users' use and access and their compliance with the terms and conditions of this Agreement. Use by all Authorized Users in aggregate will count towards applicable Scope of Use restrictions.

The Company must perform updates and maintenance to its electronic systems to ensure the continuous regularity and effective operation of its online electronic systems and/or Trading Platform(s) as such, the Client hereby accepts the need for periodic maintenance and that the Company bears no responsibility for any loss incurred during maintenance.

The Company reserves all rights to the Platform not expressly granted to the Client by this Agreement. Rights to the Platform are licensed to the Client by the Company and not sold. All rights to the Platform shall remain the property of the Company.

Representations and Warranties

The Client represents and warrants to the Company the following:

- The Client is at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to him.
- The Client is of sound mind and capable of taking decisions for his own actions.
- You are subject to the terms of this Agreement and each Transaction does not breach, conflict with or constitute a default under any law, regulation, rule, judgment, contract or other instrument binding on you or any of your funds or assets.

- There are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, depending on the Client's nationality or religion.
- All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected.
- is not an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company or any affiliate thereto.

Intellectual property

The Client acknowledges that all content, trademarks, services marks, trade names, logos and icons and in general all Intellectual Property Rights on the Company's Website are the Company's property or its affiliates or agents and are protected by copyright laws and international treaties and provisions.

The Client agrees not to delete any copyright notices or other indications of protected intellectual property rights from materials that the Client prints or downloads from the website. The Client will not obtain any intellectual property rights in, or any right or license to use such materials or the website, other than as set out in this Agreement.

The Client also agrees not to copy, record, edit, alter or remove any of the materials on the Company's website. This shall include, without limitation, not removing, editing or otherwise interfering with (or attempting to remove, edit or otherwise interfere with) any name, marks, logos or branding on the Company's website.

Images displayed on the website are either the property of the Company or used with permission. The Client agrees not to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights and the prior written consent of the Company.

Unless expressly stated otherwise, the Company's surrendered materials and/or messages, including ideas, know-how, techniques, marketing plans, information, questions, answers, suggestions, emails and comments, are neither confidential nor will the Client hold the intellectual property in it. The Client's consent to this Agreement shall be regarded as authorizing the Company to use any client data (excluding the personal identification data of the client). Such use does not require additional client approvals and/or will not be billed separately.

Prohibited Actions

The Platform and any part or element thereof can be used only in the scope, with the means and for purposes, which their functionality has been created for and made available to the Client. Any such use must be done in compliance with the Agreement, the Terms, best practices at the Web Site and applicable law.

For avoidance of doubt, this means that the Client must not:

- modify, reverse engineer or create any derivative works of any elements of the Platform
- distribute, sell, sublicense, rent or lease any element of the Platform or use them for hosting, service provider or like purposes;
- transmit any viruses, worms, malware or other harmful code to, or using any portion of, the Platform;
- access the Platform for competitive purposes or analysis;
- interfere with the proper working of the Platform or break, circumvent or compromise the Platform's integrity or security, or decipher any transmissions to or from servers;
- Intercept, monitor, damage or modify any communication which is not intended for him.
- Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.
- Do anything that will or may violate the integrity of the Company computer system or Platform(s) or cause such system(s) to malfunction or stop their operation.
- any action that could potentially allow the irregular or unauthorized access or use of the Platform(s).
- send massive requests on the server which may cause delays in the execution time.
- Conduct Abusive Trading.

Should we reasonably suspect that you have violated the terms abovementioned, it is entitled to take one or more of the counter measures of this Agreement.

The Client is responsible for obtaining access to the Platform, which may involve third-party fees (such as Internet service provider charges), as well as for all equipment necessary to access and use the Services, e.g. computer, internet modem, etc. In addition, You are responsible for all such third-party fees, including equipment purchase price.

The Client represents and warrants that he has installed and implemented appropriate means of protection relating to the security and integrity of his computer or mobile phone or tablet and that he has taken appropriate actions to protect his system from computer viruses or other similar harmful or inappropriate materials, devices,

information or data that may potentially harm the Website, the Platform(s) or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Platform(s) from his personal computer or mobile phone or tablet;

The Company will not be liable to the Client should his computer system or mobile phone or tablet fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable;

The Company agrees to hold harmless the Client from losses on his Client Account if the Platform is 'hacked', or any unauthorized use of a Client Account's Access Data occurs which is due to the negligence of the Company. Likewise, the Client shall hold harmless the Company from losses if his Client Account is hacked or associated unauthorized use of his Access Data occurs due to his negligence.

Safety of Access Data

The Client agrees to keep secret and not to disclose his Access Data or Client Account number to any third person.

The Client should not write down his Access Data. If the Client receives a written notification of his Access Data, he must destroy the notification immediately.

The Client agrees to notify the Company immediately if he knows or suspects that his Access Data or Client Account number have or may have been disclosed to any unauthorized person. The Company will then take steps to prevent any further use of such Access Data and will issue replacement Access Data. The Client will be unable to place any Orders until he receives the replacement Access Data.

The Client agrees that he will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data or Client Account number.

The Client acknowledges that the Company bears no responsibility if unauthorized third persons gain access to information, including electronic addresses, electronic communication, personal data Access Data and Client Account number when the above are transmitted between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

D – OUR BUSINESS RELATIONSHIP: GENERAL TERMS

Language, communication and written notices

You accept and understand that our official language is the English language and you should always read and refer to the Website for all information and disclosures about us and our activities. Translation or information provided in languages other than English in our local websites is for informational purposes only and do not bind us or have any legal effect whatsoever nor responsibility or liability regarding the correctness of the information therein

All communication and notices between us shall be in English.

Other than Orders which are place via the Online Trading system of the Company, any notice, instructions, authorizations, requests, termination letters and complaints to be given by you to us under the Agreement shall be in English and in writing (Written Notice) and shall be sent to us at the address below (or to any other address which we may from time to time specify to you for this purpose) by email, facsimile, first class post if posted in Saint Vincent and The Grenadines, or airmail if posted outside Saint Vincent and The Grenadines, or commercial courier service.

You may contact us at:

- Physical Address: Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent & The Grenadines, 1510”.
- Telephone Number (including phone trading) indicated in the website or/and platform
- E-mail: support@apptrader.com or info@apptrader.com

You may call us between the hours of 09:00 and 18:00 (GMT +2) on Business Days. If we need to contact, you urgently regarding your Account we may contact you outside these times.

Documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute evidence.

The Company may monitor and/or record any electronic communications between the Parties (including telephone calls, emails, sms and instant messages – Skype etc) to provide verification of instructions and maintain the quality of our Services and support, for training purposes and to check compliance with this Agreement, our internal policies and procedures and Applicable Regulations. All Instructions or Requests received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole property of the Company and will be accepted by the Client as conclusive evidence of the Instructions/Requests or conversations so recorded. The Client agrees

that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

To communicate with the Client, the Company may use any of the following methods: email, Online Trading System's internal mail, facsimile transmission, telephone, post, commercial courier service, air mail or the Company's Website.

Notices sent to you will be emailed to you at the email address which is registered on your Account or posted to you at the last address that you provided to us as your normal residential address. It is your responsibility to ensure that you provide us with accurate and up to date contact information.

Notices shall be deemed delivered: if sent by facsimile, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine, or if delivered via commercial courier service, at the date of signing of the document on receipt of such notice and shall take effect only when actually received by the recipient, provided they do not violate and are not contrary to any term of this Agreement. All notices issued by first class post within Cyprus shall be deemed to be received four Business Days after the date of their dispatch. Notices issued by airmail shall be deemed to be received seven Business Days after the date of their dispatch

Any Written Notices sent to the Company shall have to be received within the working hours of the Company. Any Notices received outside the normal working hours shall be treated as being received the following Business Day.

The Client accepts that the Company may, for administering the terms of the Agreement, from time to time, make direct contact with the Client.

The Client accepts that the Company or any Affiliate of the Company or any other company in the same group of the Company may contact the Client, from time to time, by telephone, email or post for marketing purposes to bring to the Client's attention products or services that may be of interest to him or to conduct market research. If the Client is a natural person such marketing communications will be made only with the Client's consent.

Information, confidentiality and data protection

You agree to provide us with such information as we reasonably request from time to time to enable us to comply with Applicable Regulations and provide the Services. Where you provide us with information, you are responsible for ensuring that it is correct and should promptly inform us in writing of any change.

The Company may collect client information directly from the Client (in his completed Account Opening Application Form or otherwise) or from other persons including, for

example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.

Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, anti-money laundering and due diligence checks, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

We will treat Your Information as confidential and will not disclose it to any person without your prior written consent except for those members of our personnel who require information thereof for the performance of their duties under this Customer Agreement, or where disclosure is made necessary pursuant to a court decision or when disclosure of certain types of such information is required under the legislation of Saint Vincent and the Grenadines, Regulatory or Supervisory Authorities of Saint Vincent and the Grenadines and the Applicable Law and to our consultants, lawyers, auditors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well.

We may use Your Information in order to provide, administer, tailor and improve the Services, our relationship with you and our business generally (including communicating with you and facilitating your use of the Website and/or our telephone trading facilities); to carry out credit, anti-money laundering and fraud prevention checks; to exercise and/or defend our legal rights; and to comply with Applicable Regulations and the requests of regulatory and enforcement authorities in any jurisdiction.

Our use of Your Information as described:

- disclosure of Your Information to our professional advisors and other service providers; to credit reference and fraud prevention agencies and other financial institutions for credit checking, fraud prevention and anti-money laundering purposes; to or as requested by regulatory and enforcement authorities, courts and similar bodies in any jurisdiction; and to other persons as necessary to carry out your instructions; and
- transfer of Your Information to countries outside the European Economic Area, according to the provisions of Processing of Personal Data (Protection of the Individual) Law of 2001.

If you are a natural person, you have the right of information about and access to any personal data that we hold about you, and the right to require any inaccurate personal data to be corrected, under the Processing of Personal Data (Protection of the Individual) Law of 2001.

The obligations to safeguard the confidentiality and not to disclose information do not apply to information that: is in public domain or is made public not due to the Parties' actions (or failure to act); or is in legal possession of one of the Parties and was not

subject to an obligation of confidence or non-disclosure at the moment of its receipt by such Party.

Telephone conversations between you and the Company may be recorded and kept by the Company and recordings will be the sole property of the Company. You accept such recordings as conclusive evidence of the Orders or conversations so recorded.

We will take all reasonable steps to keep your personal data safe, nonetheless, transmission of information via the internet and/or other networks is not always completely secure. We will be not liable for any transmission of data from you to us.

AMENDMENTS

Amendment of CFDs Trading Client Agreement

We reserve the right to amend, from time to time and without your consent, any part of the Agreement, especially in, but not limited to, circumstances where we deem that such changes are necessary to comply with any obligation under the regulatory system. In these circumstances, we will notify you either in writing or via our Website.

The Company may unilaterally change any terms of this CFDs Trading Client Agreement for any of the following reasons:

- Where the Company reasonably considers that:
 - the change would make the terms of the CFDs Trading Client Agreement easier to understand; or
 - the change would not be to the disadvantage of the Client.
- To cover:
 - the involvement of any service or facility the Company offers to the Client; or
 - the introduction of a new service or facility; or
 - the replacement of an existing service or facility with a new one; or
 - the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by the Client at any time in the previous year, or it has become very expensive for the Company to offer.
- To enable the Company to make reasonable changes to the services offered to the Client because of changes in:
 - the banking, investment or financial system; or
 - technology; or
 - the systems or Online Trading System used by the Company to run its business or offer the Services hereunder.

- As a result of a request of any other authority or because of change or expected change in Applicable Laws and Regulations.
- Where the Company finds that any term in the CFDs Trading Client Agreement is inconsistent with Applicable Laws and Regulations. In such a case, it will not rely on that term but treat it as if it did reflect the relevant Applicable Laws and Regulations and shall update the CFDs Trading Client Agreement to reflect the Applicable Laws and Regulations.

For any change in the CFDs Trading Client Agreement, the Company shall provide the Client with advance Written Notice of at least 15 Business Days. However, the Client acknowledges that a change which is made to reflect a change of Applicable Laws and Regulations or a request of a supervisory body may, if necessary, take effect immediately. When the Company provides Written Notice, it shall tell the Client the date it comes into effect. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges because of terminating in this case, other than costs due and payable for Services offered until the termination.

Natural Persons

In relation to Clients who are natural persons, for any change in the CFDs Trading Client Agreement, where the Company elects to provide Written Notice via a post on the Website, the Company shall also provide the said Written Notice with an additional means of Written Notice.

Legal Entity

Where the Client is a legal entity the Company shall have the right to amend any terms of the Agreement for any reason by providing at least five Business days' notice to such Client. Notice shall not have to be personal but may be posted on the Website.

Costs

The Company shall have the right to review its Fees and Costs schedule, from time to time. Such changes shall be affected on the Website and the Client is responsible to check for updates regularly. In the absence of a Force Majeure event, the Company shall be providing the Client with notice on its Website of at least 10 Business Days. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges because of

terminating in this case, other than costs due and payable for Services offered until the termination.

Margin Requirements and Stop Out

Unless a Force Majeure Event has occurred, the Company has the right to change the Margin Requirements and the Stop Out Level, by providing at least 10 Business Days' notice. Such changes shall be affected on the Website and /or the Online Trading System and the Client is responsible to check for updates regularly. The Company has the right to apply new Margin requirements to both new and already Open Positions.

The Company has the right to change Margin requirements and the Stop Out Level without prior notice to the Client in the case of Force Majeure Event and especially when there are Abnormal Market Conditions and high volatility. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.

Swaps

The Company has the right to change the Swaps on the Online Trading System without prior notice and the Client is responsible to check for updates regularly.

Client categorization

The Client accepts that when categorizing the Client and dealing with him/her, the Company will rely on the accuracy, completeness and correctness of the information provided by the Client and his/her obligation to immediately notify the Company, in writing, in the event of any modification on his/her information at any time thereafter It is understood that the Company has the right to review the Client's Categorization and change his/her category if this is deemed necessary (subject to Applicable Regulations).

The Client has the right to request to change his/her categorization, but such a request must be made in writing. Where a Client requests a change of category, he/she needs to meet certain criteria as specified in the Company's Client Categorization Policy. If, however, the said criteria are not met, the Company has the right to reject the Client's requested classification.

Term and termination

You may terminate the Agreement at any time and for whatever reason by providing us a 15 days' notice via e-mail using your registered e-mail address, provided there are no Open positions on your Account, nor are there any outstanding obligations to us.

Termination by any Party will not affect any obligation which has already been incurred by either Party or any legal rights or obligations which may already have arisen under the Agreement or any Transactions made hereunder.

Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company because of the termination of the Agreement.

We may terminate this Customer Agreement immediately upon the occurrence of any of the events set out below:

- fail to comply with any requirement relating to the transfer of an open investment position.
- do not have the authority to transact business with us or to do so in the way you customarily conduct business with us.
- if you become deceased, declared absent or become of unsound mind.
- such termination is required by any competent regulatory authority or body.
- you violate any provision of the Customer Agreement, and in our opinion, the Customer Agreement cannot be implemented.
- if you fail to make any payment or fail to perform any other act required by the Customer Agreement.
- we have reliable information that a material adverse change in your financial condition has occurred or that you may not perform your obligations under the Customer Agreement or you do not give to us adequate assurance of your ability to perform your obligations within 24 hours after receipt of the relevant request from us.
- if an application is made in respect of you or any of your affiliates for any action pursuant to the Saint Vincent and The Grenadines Bankruptcy and Insolvency Act or any equivalent act, including of another country, applicable to you or, if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed.

- if an Order is made or a resolution is passed for your winding-up or administration (other than for the purposes of amalgamation or reconstruction).
- if any distress, execution or other process is levied against any property of you and is not removed, discharged or paid within seven days.
- if any security created by any mortgage or charge becomes enforceable against you and the mortgagee or charge takes steps to enforce the security or charge.
- if any indebtedness of you or any of your subsidiaries becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of your default (or any of your subsidiaries) or you (or any of your subsidiaries) fail to discharge any indebtedness on its due date.
- you convene a meeting for making or proposing or entering into any arrangement or composition for the benefit of your creditors.
- if any of the representations or warranties given by you are/or become untrue.
- in cases of material violation by you of the requirements established by legislation of the Saint Vincent and The Grenadines or other countries, such materiality determined in good faith by us.
- if we suspect that you are engaged into money laundering activities or terrorist financing or card fraud or other criminal activities.
- we reasonably suspect that you performed a prohibited action.
- we reasonably suspect that you opened the Account fraudulently.
- we reasonably suspect that you performed forgery or used a stolen card to fund your Account.

This Customer Agreement may be terminated by either you or us at any time by sending a written notice. Because of termination of this Customer Agreement, your Account will be closed.

In absence of illegal activity or suspected illegal activity or fraud effected from you or instructions from the relevant authorities, if there is Balance in your favor, we will (after withholding such amounts that we in our absolute discretion consider appropriate in respect of future liabilities) pay such Balance to you as soon as reasonably practicable and supply you with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay any applicable amounts.

Such funds shall be delivered in accordance to your Instructions, but we have the right to refuse transfer of your funds to a third party.

Once notice of termination of this Agreement is sent and before the termination date:

- you will have an obligation to close all your Open Positions. If you fail to do so, upon termination, we will close any Open Positions;
- we will be entitled to cease to grant you with access to the Online Trading System(s) or may limit the functionalities you can use on the Online Trading System(s);
- we will be entitled to refuse to accept new Orders from you;
- we will be entitled to refuse to you to withdraw money from the Client Account and we reserve the right to keep your funds as necessary to close positions which have already been opened and/or pay any of your pending obligations under this Customer Agreement.

Upon Termination any or all the following may apply as the case may be:

- (a) The Company has the right to combine any Accounts of the Client, to consolidate the Balances in such Accounts and to set off those Balances;
- (b) The Company has the right to close the Account(s);
- (c) The Company has the right to convert any currency;
- (d) The Company has the right to close out the Client's Open Positions;

Events outside our control (Force Majeure)

Except as expressly provided in this Agreement, we will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing our obligations under this Agreement where such failure, interruption or delay is due to:

- any natural, technological, political, governmental, social, economic, act of God, pandemic, civil emergency, act of terror, interruption or failure of utility service.
- non- performance by a third party, destructions caused by man or any similar event which is outside our reasonable control.
- instances of illegitimate actions, errors, failures, disruptions in our systems, technological or other infrastructure (irrespective of whether it belongs to us or a third party) against our servers.
- changes in the applicable legislation, any action of an official body or any other change in our legal or regulatory obligations because of unforeseen events.
- An act or omission by any financial or other institution that we are unable to predict and/or prevent.

- any event that prevents the Software or the systems from operating on an orderly or normal basis.
- abnormal market conditions, such as significant volatility or instability in the markets, or the industry, preventing us from providing our services in an orderly manner, including any instances where we are unable to receive data, and/or we receive incorrect data from our service providers.
- any other event and/or circumstance which cannot be foreseen, within reason.

For the avoidance of doubt, a Force Majeure is an event outside our control that, whilst it is reasonably likely to occur, or may be imminent, we cannot be expected to be prepared for, or we cannot prevent its occurrence.

In the event of Force Majeure, the affected Party must notify the other Party of the circumstances and of the events beyond its reasonable control within 3 Business Days.

Where we determine that a Force Majeure has occurred, without prejudice to any other rights of ours under the Agreement, or the law, we may take the following course of action(s):

- inform you, were we have sufficient time to do so in the circumstances,
- Increase Required Margin requirements/ decrease leverage
- Increase spreads,
- Change fixed spreads to floating spreads (only applicable to 'fixed spreads' Account)
- Close any Open Position(s) at the price available in the circumstances, which may include
- Suspend, limit or restrict the provision of our services to you
- Amend any part of the Agreement on the basis that it is no longer feasible for us to comply with it.
- Cease trading
- Make any necessary amendments to open trades,
- Allow close-only functionality,
- Reject or delay the processing of any withdrawal request from your Account(s)
- Remove or suspend any products, or change any contract specifications,
- Exercise any right to which we are entitled under the Agreement and our Order Execution Policy.

Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

Limitations of Liability and Indemnity

The Company gives no warranty as to the performance and/or profitability of the Client's trading decisions.

The Company shall not be liable for any act or omission or for the solvency of any counterparty, bank, custodian, liquidity provider or other third party which acts on behalf of the Client or with or through whom transactions on behalf of the Client are carried out.

The Company shall not be liable for any loss suffered by the Client in connection with the Services it provides to the Client under this Agreement unless such loss arises directly from the gross negligence, willful default or fraud of the Company.

It is provided that the Company shall not be liable to the Client or any other person for any consequential, circumstantial, special or indirect damages (including without prejudice to the generality of the aforementioned, loss of profit, loss of opportunity, commercial losses and damages) which are incurred by the Client in connection with this Agreement.

The Company will not be held liable for any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly arising from but not limited to:

- Any error or failure or interruption or disconnection in the operation of the Platform(s), or any delay caused by the Client Terminal or Transactions made via the Client Terminal, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.
- Any failure by the Company to perform any of its obligations under the Agreement because of Force Majeure Event or any other cause beyond its control.
- The acts, omissions or negligence of any third party.
- Any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data.
- Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties

or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

- Any of the risks of the Risks Disclosure and Warnings Notice materializes.
- Currency risk materializes.
- Any changes in the rates of tax.
- The occurrence of Slippage.
- The Client relying on functions such as Trailing Stop, Expert Advisor and Stop Loss Orders.
- Under Abnormal Market Conditions.
- Any acts or omissions (including negligence and fraud) of the Client and/or his Authorized Representative.
- For the Client's or his Authorized Representative's trading decisions.
- All Orders given through and under the Client's Access Data.
- The contents, correctness, accuracy and completeness of any communication spread using the Platform(s).
- As a result of the Client engaging in Social Trading (if applicable).
- As a result of Company's actions/measures according to this Client Agreement
- Any (technical) fault of the Platform in connection with a software/system (i. g. Expert Advisor) used by the Client.
- Any use of a software/system (i. g. Expert Advisor) by the Client in connection with the Platform.

In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given.

Representations and Warranties

You hereby represent and warrant that you have not been coerced, or otherwise persuaded to enter into the Agreement, nor have you entered into the Agreement based on any representation other than what is included herein.

Where you are an individual (i.e. natural person) you warrant that you are over 18 years of age at the moment of entering into the Agreement.

Where you are a legally incorporated entity (i.e. a juridical person) you warrant that by entering into the Agreement you will not be in breach of your own constitutional documents or any law from the jurisdiction where you are incorporated.

Further, you warrant that you are aware of any requirements and implications, including, but not limited to any restrictions or reporting requirements set by your local jurisdiction because of entering into the Agreement. The Company shall not be liable for any requirements imposed to you by your local authorities, therefore you undertake to comply with any applicable requirements.

You represent and warrant that you have been provided with a warning that trading involves a significant risk of loss, and that due to the speculative nature of trading, you should not invest more than you can afford to lose.

You also represent and warrant that the information you provided us during your registration for opening an Account accurately reflects your personal circumstances and you have not provided us with false or misleading information. Further, you warrant that should any information provided during the registration process become invalid, you will immediately notify us in writing of the change in your circumstances.

You warrant that any documents sent to us during your Account opening process, as well as throughout the duration of the Agreement, are valid and authentic. If we believe, in our sole discretion, that any document is incorrect or invalid, we will request for alternative documentation. Failure from you to provide such documentation may lead to act as we deem necessary.

You warrant and covenant that:

- The funds you will use to trade with us belong to you and are free of any lien, charge, pledge or other encumbrance,
- The funds are not the direct or indirect proceeds of any illegal act or omission, nor are they product of any criminal activity or used or intended to be used for terrorist financing;
- Unless you are entering into this Agreement as a representative or trustee of a third party and you provide us with the necessary documentation to satisfy our regulatory requirements, you are acting in your own name and you are not acting in representation or in trust of a third party.

Introducer

In cases where the Client is introduced to the Company through a third person such as a business introducer or associate or affiliate or agent (“Introducer”), the Client acknowledges, accepts and agrees herewith that the Company is not bound by any separate agreements entered between the Client and the Introducer. The Client understands, accepts and agrees herewith that the Introducers are not authorized by us to bind the Company in any way, to offer credit in our name, to offer guarantees against

losses, to offer investment services or legal, investment or tax advice in our name or collect your money.

The Client acknowledges that the Company shall pay the Introducer with inducements for the introduction of Clients, calculated on the revenue generated from the Company. The Client understands, accepts and agrees herewith that Introducers are typically paid commission which is worked into the client spread (i.e. add pips to best bid and subtracting pips to best offer) or again via rebates to the agent on a volume override basis. More details on such inducements will be disclosed to the Client upon request and/or as applicable.

The Client acknowledges and confirms that his agreement or relationship with the Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Introducer. If such apply they will be disclosed to the Client as provided. under Applicable Regulations.

Authorized Representative

The Company may in certain cases accept an authorized Representative on behalf of the Client, at his own risk, to place Orders to the Company or to handle any other matters related to the Client Account or this Agreement, to act on behalf of the Client in all business relationships with the Company as defined in this Agreement provided the Client notifies the Company in writing of the appointment of an authorized Representative, submits the relevant documentation (such as a Limited Power of Attorney (LPOA) and KYC documents) and this person is approved by the Company fulfilling all of the Company specifications for this.

Unless the Company receives a written notification from the Client for the termination of the authorization of Authorized Representative, the Company, has the right to continue accepting Orders and/or other instructions relating to the Client Account by the Authorized Representative on the Client's behalf and the Client will recognize such orders as valid and committing to him.

The written notification for the termination of the authorization of the Authorized Representative must be received by the Company with at least 5 days' notice prior the termination of the authorization date.

The Company has the right (but NOT an obligation to the Client) to refuse to accept Orders and/or other instructions relating to the Client Account from the Authorized Representative in any of the following cases:

- if the Company reasonably suspects that the Authorized Representative is not legally allowed or properly authorized to act as such;
- an Event of Default occurred;
- for the Company to ensure compliance with the relevant market rules and or practices, Applicable Regulations or other applicable laws; or
- to protect the interest of the Client.

Complaints and Disputes

We have put in place internal procedures for handling complaints fairly and promptly. Any complaint shall be made in writing by filling in the Client Complaint Form available on our Website or which can be provided by the Company on Clients request. The Client Complaint form specifies how the complaint can be filled with the Company.

Upon the receipt of the complaint, we shall immediately acknowledge its receipt. We will try to resolve it without undue delay and according to the Company's Complaints Procedure for Clients.

If a situation arises which is not expressly covered by a term of this Customer Agreement, we and you agree to try to resolve the matter based on good faith and fairness and by taking such action as is consistent with market practice.

It is noted that by filing a complaint with our Company, you maintain all your legal rights to maintain your complaint via alternative means e.g. through the Commission, the Financial Ombudsman of Saint Vincent and The Grenadines, or the relevant Courts.

Severability

Should any part of this Customer Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Market or regulator, that part will be deemed to have been excluded from this Customer Agreement from the beginning, and this Customer Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Customer Agreement or the legality, validity or enforceability of this provision in accordance with the law and/ or regulation of any other jurisdiction, shall not be affected.

Non-Exercise of Rights

Either Party's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Agreement or its failure to exercise any right or remedy to which we are entitled under this Agreement, shall not constitute an implied waiver thereof.

Assignment

We may at any time sell, transfer, assign or novate to a third party any or all of our rights, benefits or obligations under this Customer Agreement or the performance of the entire Agreement subject to providing 15 Business Days Prior Written Notice to you. This may be done without limitation in the event of merger or acquisition of the Company with a third party, reorganization of the Company, winding up of the Company

or sale or transfer of all or part of the business or the assets of the Company to a third party.

It is agreed and understood that in the event of transfer, assignment or novation, the Company shall have the right to disclose and/or transfer all Client Information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history) transfer the Account and the Client Money as required, subject to providing 15 Business Days prior Written Notice to the Client.

Your rights and obligations under this Agreement are personal to you and are not capable of transfer, assignment or novation.

Multiple Account Holders

Where the Client comprises two or more persons, the liabilities and obligations under the Agreement with us shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order or instruction given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its Nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

Inducements and conflicts of interest

Should the Company pay or receive any fees or inducements, it shall notify the Client according to Applicable Regulations.

Despite any inducements that the Company may pay or receive from third parties, to avoid any possible conflicts of interest, we have in place a “Summary of Conflicts of Interest Policy” and all our staff is trained on and signs a declaration to confirm they understand and uphold.

Charges and Taxes

The provision of the Services by the Company is subject to payment of fees such as Commissions, Swaps/Rollover and other fees. These can be found on the Company’s fee schedule on the Platform and/or the Website.

We may vary our Costs and Fees, from time to time. We will notify you of any changes, before they come into effect, by internal mail via our Online Trading System, or by email or by placing a notice on our Website. The variation will take effect from the date which we specify in our notification to you. We will endeavor to provide you with at least

Fifteen Business Days' notice of such alteration save where such alteration is based on a change in interest rates or tax treatment or it is otherwise impractical for us to do so.

It is agreed and understood that the Client shall be solely responsible for all filings, tax returns and reports which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with his trading activity with the Company hereunder. It is possible that other costs, including taxes, relating to transactions carried out on the Online Trading System may arise for which the Client is liable, and which are neither paid via us nor imposed by the Company. Without derogating from the Client's sole and entire responsibility to account for tax due, it is agreed that the Company may deduct tax, as may be required by the applicable law, with respect to the Client's trading activity on the Online Trading System. The Client is aware that the Company has a right of set-off against any amounts in the Client Account with respect to such tax deductions, and hereby authorizes the Company to withdraw amounts from the Client Account with which to pay such taxes. The Client shall have no claim against the Company regarding such deductions. The Client further agrees that such deductions may mean that the Margin Requirements are not met.

You undertake to pay all stamp expenses relating to the Agreement and any documentation which may be required for the currying out of the transactions under the Agreement.

Bonus

Any bonus or similar benefits provided by the Company from time to time shall be governed by their terms and conditions.

The Client has the right and not an obligation to accept a Bonus or similar benefits.

Should the Client abuse any Bonuses, the Company shall have the right to cancel the Bonuses and the trading profits generated from the Bonuses.

Bonuses only be used for trading purposes and may not be exchanged for cash.

The decision whether to offer a bonus to a prospective/potential client is clearly and indisputably at the company's absolute and unreserved discretion.

Any bonuses, promotions and benefits that are provided by the company or any trading account can be viewed in the trading account for more details.

Bonuses are subject to withdrawal at any time.

In the event of a withdrawal, either for full or partial amount of the total deposit be requested without meeting the redeemable terms, the following actions will take place:

- The bonus or any benefits will be subject to cancellation immediately
- In the case that withdrawal of funds has been removed from the trading account, further trading actions that have taken place, will result in the following actions:

- Any losses shall be held liable by the client (account holder)
- Any profits shall be deducted from client's account balance
- Note: If the required turnover is not met when making a withdrawal request – the withdrawal request will be automatically cancelled.

Duty for the Overview of Claims

RT GLOBAL LTD shall be responsible for the overview and determination of any client claims that may arise from time to time.

RT GLOBAL LTD will have the unequivocal right to dispute and/or argue such claims via written notifications and provide opinions to the Clients of the Company where it considers that such claims are or may be considered in its best opinion, estimations, views, and/or judgment as groundless, unjustified, unsupported and/or unfounded. Following such written notifications, the Clients of the Company shall need to proceed with other actions as those described within clause 30 to resolve any disputes or controversies they have with the Company.

Applicable and Governing Law and Applicable Regulations

If a settlement is not reached, all disputes and controversies arising out of or in connection with the Customer Agreement shall be finally settled in court in Saint Vincent and The Grenadines

This Customer Agreement and all transactional relations between you and us are governed by the Laws of Saint Vincent and The Grenadines.

All transactions on behalf of you shall be subject to the laws which govern the establishment and operation, the regulations, arrangements, directives, circulars and customs (jointly hereinafter called the "Laws and Regulations") of the Applicable Regulations and any other public authorities which govern the operation of the Investment Firms, as they are amended or modified from time to time. We shall be entitled to take or omit to take any measures which we consider desirable in view of compliance with the Laws and Regulations in force at the time. Any such measures as may be taken and all the Laws and Regulations in force shall be binding on you.

E – TERMS DEFINITIONS

Definitions and interpretation

In this CFDs Trading Client Agreement the following words shall have the corresponding meanings:

“Access Data” - Your Access Codes, your Phone Password, your Account number and any information required to place Orders with us.

“Account Opening Application Form” - The application form completed by you to apply for our Services (via which we will obtain amongst other things necessary information for your identification and due diligence and your categorization in accordance with the Applicable Rules).

“Affiliate Entity” - Any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; “control” means the power to direct and to manage the affairs of the Company or entity.

“Agreement” - shall mean this Agreement as amended from time to time, inclusive of all document incorporated by reference therein, (including Appendix 1), as the same may be in force from time to time.

“Ask” – is the higher price in a Quote at which the Client may buy.

“Authorized Representative” – means the person who is expressly authorized by the Client to act on his/her behalf; the above-mentioned relationship is documented through a Power of Attorney; a copy is held by the Company.

“Balance” - The total amount on your Account after the last Completed Transaction and depositing/withdrawal operation made within any period of time.

“Base Currency” - The first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

“Bid” - shall mean the lower price in a Quote at which the Client may sell.

“Business Day” - shall mean any day, other than Saturday and Sunday and/or public holiday.

“Client Account” or trading account or account used on our Website and communication, shall mean the unique personalized trading account of the Client consisting of all Completed Transactions, Open Positions and Orders on the Platform, the deposit/withdrawal transactions of the Client money and the Balance of the Client’s funds.

“Closed Position”- shall mean any CFD position which has been closed.

“Completed Transaction” - Two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa.

“Contract for Differences” (“CFD”) - shall mean a contract, which is a contract for differences by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument under the Law.

“Contract Specifications” - mean the main trading information such as Spread, Swaps, Lot Size, Initial Margin, charges etc. for each type of Financial Instruments, as determined by the Company from time to time. The Contract Specifications appear on our Website and/or Platform.

“Currency of the Client Account” - shall mean the currency that the Client Account is denominated in, which may be US Dollars, or any other currency as offered by the Company from time to time.

“Currency Pair” - A type of Underlying Asset. Consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

“Equity” - The Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as: $Equity = Balance + Floating Profit - Floating Loss$.

“Essential Details” - The required details that allow Client to place the Order for example but not limited to the type of Underlying Asset, Direction (Buy/or Sell), Opening price, Closing price, style of the Order, volume. If the Client places a Pending Order (limit or stop) the Client will indicate the intended price in which the Order will go in the market and any Stop Loss and or Take Profit etc.

“Expert Advisor” - A mechanical online trading system built to automate trading activities on an electronic trading Online Trading System. It can be programmed to alert you of a trading opportunity and can also trade your Account automatically managing all aspects of trading operations from sending Orders directly to our Online Trading System to automatically adjusting stop loss, trailing stops and take profit levels.

“Financial Instrument” - means the financial instruments that the Company is entitled to offer and as these are on our website and/or platform.

“Floating Profit/Loss” - means the current profit/loss of open positions at current prices/quotes of the CFD (plus/minus any commissions or fees if applicable).

“Free Margin” - The amount of funds available in the Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: $Equity \text{ less (minus) Necessary Margin [Free margin} = Equity - \text{Necessary Margin]}$.

“Hedged Margin” - The necessary margin required by the Company so as to open and maintain Matched Positions.

“Initial Margin” - means the necessary margin required by the Company to open a position for each type of financial instrument.

“Investment Services - shall mean the Investment Services the Company provides.

“Leverage” - for CFD trading shall mean a ratio in respect of Transaction Size and Initial Margin. 1:100 ratio means that to open a position, the Initial Margin is one hundred times less than the Transactions Size.

“Long Position” - for CFD trading means a buy position that appreciates in value if underlying market prices increase. In Currency Pairs, for example, it would mean buying the Base Currency against the Quote Currency.

“Lot” - means the unit that represents the volume of a transaction and it measures the transaction amount per each Underlying Asset of a CFD.

“Lot Size” - shall mean the number of Underlying Assets in one Lot in a CFD.

“Margin” - means the funds required and that must be available in a trading account to open or maintain an Open Position.

“Margin Call” - shall mean the situation when Margin Level in Client’s Account drops, and the Company informs the Client to deposit additional Margin when the Client does not have enough Margin to open new position or to maintain the existing ones.

“Margin Level” – for CFD trading means the percentage of Equity to Margin Ratio and it is calculated as: $\text{Margin Level} = (\text{Equity} / \text{Margin}) \times 100\%$.

“Margin Trading” – for CFD trading shall mean Leverage trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size; i.e. the practice where the Client makes a cash down payment (Margin) with the Company and maintains an amount of money according to Margin Level giving him the right to place Orders in Foreign Exchange worth more than the Margin.

“Matched Positions” - for CFD trading shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same CFD.

“Necessary Margin” - for CFD trading shall mean the necessary margin required by the Company to maintain Open Positions.

“Normal Market Size” - for CFD trading shall mean the maximum number of units of the Underlying Asset that are transmitted by the Company for execution.

“Open Position” - shall mean any open CFD Position which has not been closed. In relation to CFD trading this may be a Long Position or a Short Position which is not a Completed Transaction.

“Order” - shall mean an instruction from the Client to trade in CFDs.

“Parties” - The parties to this Customer Agreement – you and us.

“Pip Hunting” - means the situation when the Client opens a position and closes it in a very short time (once there is a profit of one pip).

“Platform” - shall mean the set of electronic tools operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in Financial Instruments via the Client Account.

“Politically Exposed Persons” - shall mean the natural persons who are or have been entrusted with prominent public functions in the Saint Vincent and the Grenadine (i.e. Domestic) and/or any other country (i.e. Foreign) and their immediate family members or persons known to be close associates of such persons & includes the following:

- A) natural persons who are or have been entrusted with prominent public functions in the Saint Vincent and the Grenadine or abroad, namely: heads of State, heads of government, ministers and deputy or assistant ministers; members of parliaments; members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances; members of courts of auditors or of the boards of central banks; ambassadors, chargés d’ affaires and high-ranking officers in the armed forces; members of the administrative, management or supervisory bodies of State-owned enterprises. None of the categories set out in the above shall be understood as covering middle ranking or more junior officials. Further, where a person has ceased to be entrusted with a prominent public function within the meaning of the above definition for a period of at least one year in any country, such persons shall not be considered a Politically Exposed Person.
- B) The immediate family members of such persons as set out under definition A above herein, which means: the spouse or the person with which cohabit for at least one year and any partner considered by National Law as equivalent to the spouse; the children and their spouses or persons with which cohabit for at least one year and any partner considered by National Law as equivalent to the spouse; and the parents.
- C) Persons known to be close associates of such persons as set out under definition A above herein, which means: any natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to in definition A; any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in definition A above herein.

“Premium or Swap or Rollover” means the interest and associated costs added or deducted for holding a position open overnight;

“Order Level” – in the CFD means the price indicated in the Order.

“Quote” – is the information of the current price for a specific Underlying Asset, which are the BID and ASK prices shown on the Company’s Trading Platform(s).

“Quote Currency” - The second currency in the Currency Pair.

“Quotes Base” - in relation to CFD trading means the Quotes Flow information stored on the Server.

“Quotes Flow” - The stream of Quotes in the Platform for each CFD.

“Scalping” - means the situation where the Client opens too many positions at the same time and closes them in a very short time (for example up to three minutes) or buying at Bid price and selling at Ask price, to gain the Bid/Ask difference.

“Services” - means the investment and/or ancillary services which will be provided by the Company to the Client as set out in this Client Agreement.

“Short (Sell) Position” for CFD trading means a sell position that appreciates in value if underlying market prices fall. For example (in case of currencies): selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

“Slippage” - The difference between the expected price of a Transaction in a CFD, and the price the Transaction is executed at. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used, and when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade. If the execution price is better than the price requested by the Client, this is referred to as positive slippage. If the executed price is worse than the price requested by the Client, this is referred to as negative slippage.

“Spread” - means the difference between the ASK and the BID price of an Underlying Asset in a Financial Instrument.

“Trailing Stop” - means a type of stop-loss order connected to open trade, activated once the specified level is reached. Trailing stop moves the stop price by the trail amount as price fluctuates to secure your potential profits.

“Transaction” - means any type of transaction arranged for execution on behalf of the Client subject to this Agreement and which is affected in the Client’s Trading Account(s).

“Transaction Size” - for CFD trading shall mean Lot Size multiplied by number of Lots.

“Underlying Asset” - The object or underlying asset in a CFD which may be Currency Pairs, Forwards, Futures, Options, Metals, Equity Indices, Commodities, Shares. It is understood that the list is subject to change and clients must refer each time on the Platform.

“Underlying Market” - The relevant market where the Underlying Asset of a CFD is traded. It can be Currencies, Indices, Commodities, Shares or as made available by the Company on the website and/or the platform.

“Website” - www.apptrader.com or such other website as we may from time to time notify to.

“Written Notice” - means an email sent by the Company to the Client’s registered email address, as stated on the online registration form.

In this Agreement, all the words that denote the singular number will also comprise the plural (wherever the aforementioned definitions apply) and vice versa; words that denote natural persons will include legal persons (such as companies, corporations, partnerships or other legal entities) and vice versa; words denoting the masculine will also include the feminine and/or include all the genders and vice versa.

Paragraph headings are for ease of reference only.

Any reference to any act or regulation or Law shall be that act or regulation, or Law as amended, modified, supplemented, consolidated, re-enacted or replaced from time to time, all guidance noted, directives, statutory instruments, regulations or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment, replacement or modification.

APPENDIX – TRADING TERMS IN CFD (Contracts For Difference)

This Appendix is applicable only to those Clients trading in the Financial Instruments of CFDs.

The following CFD Orders may be placed with the Company, depending on the types of Client Account:

- **Instant Order or Market Order:** this is an order to either buy or sell at the ‘Ask’ or ‘Bid’ price (respectively) as it appears in the quotes flow at the time the Client presents the order for execution. The system automatically aggregates the volume received from third party liquidity providers and executes the ‘Market Order’ at VWAP (‘Volume-Weighted Average Price’) that is the average and best available price at the time of the execution. Once the ‘Market Order’ is triggered it shall be subject to the conditions described in the ‘Good ‘til Cancelled’ section.
- **Pending Order:** a pending order is an order to buy or sell a financial instrument in the future once a certain price specified by the Client is reached. The Company offers four types of pending orders. ‘Buy Limit’, ‘Buy Stop’, ‘Sell Limit’ and ‘Sell Stop’. ‘Stop Los’s and/or ‘Take Profit’ limits can be attached to this type of order. The Client may modify an order before executed but has no right to

modify or remove 'Stop Loss', 'Take Profit' and 'Pending Order' orders if the price has reached the level of the order execution.

- **Pending Order Modification/Cancellation:** The Client may modify/cancel a 'Pending Order' if the market did not reach the level of the price specified by the Client.
- **Good till Cancelled ('GTC') (= Expiry):** this is an execution setting that the Client may apply to 'Pending Orders'. The order may remain 'live' and pending for execution until the order is triggered and treated as a market order or cancelled by the Client.
- **Stop Order:** this is an order to buy or sell once the market reaches the 'stop price'. Once the market reaches the 'stop price' the 'Stop Order' is triggered and treated as a 'Market Order'. If the 'Stop Order' is not triggered it shall remain in the system until a later date subject to the conditions described in the 'Good 'til Cancelled' section. For CFDs 'Stop Orders' should be placed a minimum number of pips away from the current market price for these to be valid. 'Stop Orders' placed within the current bid-ask spread will be automatically removed.
- **Stop Loss:** this is an order to minimize losses. Once the market reaches the 'Stop Loss Price' the order is triggered and treated as a 'Market Order'. If the 'Stop Loss' is not triggered it shall remain in the system until a later date. For CFDs 'Stop Loss' orders should be placed a minimum number of pips away from the current market price for these to be valid. 'Stop Loss' orders placed within the current bid-ask spread will be automatically removed.
- **Take Profit:** this is an order to secure profits. Once the market reaches the 'Take Profit' price the order is triggered and treated as a 'Limit Order'. If the 'Take Profit' is not triggered it shall remain in the system until a later date. For CFDs 'Take Profit' orders should be placed a minimum number of pips away from the current market price for these to be valid. 'Take Profit' orders placed within the current bid-ask spread will be automatically removed.

Placing, Cancelling or Removing Orders and Execution of Client Orders

Orders can be placed, executed and (if allowed) changed or removed within the Trading Hours for each type of CFD appearing on the Company's Website and/or the Platform, as amended from the Company from time to time.

Pending Orders, not executed, shall remain effective through the next trading session (as applicable).

Market Orders not executed because there is not enough volume to fill them, will not remain effective and will be cancelled.

All open spot positions will be rolled over to the next business day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open spot position. Any open forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.

Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all pending orders if the Client Account Equity reaches zero.

During this Agreement in relation to all individual CFD trading the Company will either receive the Client Orders and transmit them for execution to a third party (called the Liquidity Provider) who may in turn transmit the order to another party for execution (a list of these institutions appear on our Website) or execute the order as the counterparty in a CFD.

The Client may change the expiration date of pending Orders or delete or modify a Pending Order before it is executed.

The Company shall receive and transmit for execution all Orders given by the Client strictly in accordance with their terms. The Company will have no responsibility for checking the accuracy of any Order.

Quotes

If the Company is unable to proceed with an Order regarding price or size or other reason, the Company will send a re-quote to the Client with the price it is willing to deal. The Quotes appearing on the Client's terminal are live. However, if there's high volatility in the Underlying Market the execution of the Order may change due to execution time and the Client may ask for price, but he will get the first price that will be in the market.

The Company provides Quotes by considering the Underlying Asset price, but this does not mean that these Quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect what the Company thinks to be the current Bid and Ask price of the relevant Underlying

Asset at that time. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

Stop and Limits

We may, in our sole discretion, allow you to specify a closing price for a Transaction through a "Close at Loss" and "Close at Profit" order, subject always to the terms of the Client Agreements and any other terms and conditions we may implement from time to time.

Upon your offer and our acceptance of your Order, you hereby authorize us to close the Transaction at the "Close at Loss" price or "Close at Profit" price, as applicable, and as agreed in the Order, without further instruction from or notification to you. We may, in our sole discretion, close the Transaction when the price quoted by us on the Trading Platform equals or exceeds the price accepted by us for such an Order. You acknowledge that we will not be required to close any Transaction if you are not in compliance with any of the factors mentioned in this Client Agreement.

We may, in our sole discretion, allow you to request the opening or closing of a Transaction, including a "Close at Loss" and "Close at Profit" Order, within a specific time determined by you. If we have accepted such a request, we may in our sole discretion, close the Transaction within such specific period. You acknowledge and agree that we shall not be obliged to close such a Transaction outside such specific period or which does not otherwise comply with any other limitations agreed upon with respect to such Transaction.

We may, in our sole discretion, accept an offer to place a Trailing Stop in relation to a "Close at Loss". You acknowledge that the original price level set forth in a Close at Loss may be amended as the market on the Trading Platform moves in your favor. Whilst your trailing "Close at Loss" is still in effect, you agree that each change in the market by at least one hundredth of a percentage point (referred to as "Pips" on the Trading Platform) in your favor shall constitute a new offer by you to raise the level of your trailing "Close at Loss" by one hundredth of one percentage point. Changes in a Pip will be rounded to the nearest absolute value in your base currency based on your country of origin, as shall be specified on the Trading Platform.

You acknowledge and agree that due to market volatility and factors beyond our control, we cannot guarantee that an Order will be executed at the level specified in your Order, for example, an Order may be closed at a worse price than as originally specified by you in such an Order. In such an event, we will close the Transaction at the next best price. For example, with respect to a Close at Loss, in the case of a Buy, the price of an Underlying Asset underlying such Order may suddenly decrease below the Close at Loss price, without ever reaching such price. In the case of a Sell, the price of an Underlying Asset underlying such Order may suddenly increase above the Close at Loss price, without ever reaching such price.

With respect to a Close at Profit where the price for an Underlying Asset moves to your advantage (for example, if the price goes down as you buy or the price goes up as you sell), you agree that we can (but do not have to) pass such price improvement on to you. For example, in the case of a Buy, the price of an Underlying Asset underlying such Order may suddenly increase above the Close at Profit price, without ever reaching such price. In the case of a Sell, the price of an Underlying Asset underlying such Order may suddenly decrease below the Close at Profit price, without ever reaching such price.

The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.

The Company may, in its sole discretion, accept the Client's offer to place a Guaranteed Stop Order at an exact price determined by the Client. Guaranteed Stop Orders are only available on certain Underlying Asset, as indicated in the details tab for an Underlying Asset. If the Company accepts a Guaranteed Stop on a new Order the Company guarantees that when its bid or offer quoted price reaches or goes beyond the close at loss price specified by the Client, the Company will close the Client's open position at exactly the price the Client specifies in the Guarantee Stop Order. An Open Position can be closed in accordance with the Client Agreements prior to reaching the Guaranteed Stop Order price level.

A Guaranteed Stop Order is subject to the following additional conditions:

- A Guaranteed Stop Order can be requested only on a new Order and is only available on close at loss conditions;
- A Guaranteed Stop Order can be activated or edited only when there is trading and an eligible Underlying Asset is available on the Trading Platform;
- Once a Guaranteed Stop Order is accepted by the Company it cannot be removed - only the price can be changed;
- A Guaranteed Stop Order must be placed a minimum distance (as determined by the Company) away from the current Underlying Asset price being quoted by the Company;
- As the Company guarantees the close out price, the spread is adjusted for the additional charge when placing the Guaranteed Stop Order. The adjusted spread is displayed in the Underlying Asset details tab for each eligible Underlying Asset at the time the Guaranteed Stop Order is placed.

The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever.

Expiry dates

We may, in our sole and absolute discretion, set an Expiry Date and time for a specific Instrument.

In the event we set an Expiry Date for a specific Underlying Asset, it will be displayed on the trading Platform in the details link for each Underlying Asset. It is your responsibility to make yourself aware of the Expiry Date and time.

If you do not close an open Transaction with respect to an Underlying Asset which has an Expiry Date, prior to such Expiry Date, the Transaction shall automatically close upon the Expiry Date. The Transaction shall close at a price which will be the last price quoted on the Trading Platform immediately prior to the applicable Expiry Date and time.

Spreads

The Company reserves the right to change the spreads of financial instruments depending on market conditions and the size of the Client's order. In addition, the Company has the right to alter the level of the swap rate applied to each type of financial instrument at any given time and the Client understands that in such a case he/she will be informed by the Company's website and/or via written notice to his/her registered address. The Client further acknowledges that he/she is responsible for reviewing the contracts specifications located on the Main Website for being updated on the level of Swap rate prior to placing any order with the Company.

Premium (or Swaps)

Any open Transaction held by you at the end of the trading day of the Underlying Market or over the weekend when the relevant Underlying Market is closed, shall automatically be rolled over to the next business day to avoid an automatic close. You acknowledge that when rolling such Transactions to the next Business Day, a Premium/Swap will be either added or subtracted from your Account with respect to such Transaction ("Rolling"). The Premium amount is a constant percentage of the position value and is based on several factors including among others, whether the Transaction is a Buy or a Sell, interest rates, Underlying Asset differentials, daily price fluctuations and other economic and market related factors. The Premium/Swap for each Underlying Asset is displayed in the "details" link for each specific Underlying Asset on the Trading Platform.

In deciding whether to open a Transaction for a specific Underlying Asset, you acknowledge that you are aware of the Premium.

You hereby authorize us to add or subtract the Premium/Swap to or from your Trading Account for any open Transactions that have accrued a Premium/Swap, in accordance with the applicable rate thereto, each day at the time of collection specified on the Trading Platform for each individual Underlying Asset, as applicable.

Margin Requirements and Margin Calls

To open a Position for an Underlying Asset, you undertake to provide the Initial Margin in your Trading Account. To keep a Position Open, you undertake to ensure that the amount in your Trading Account equals or exceeds the Maintenance Margin. Margin Requirements are available at the Platform. You acknowledge that the Margin for each Underlying Asset differs. Deposits into your Trading Account can be made by wire transfer or another method of payment, to a bank account, or other location, as we may notify to you from time to time. Based on the amount of money you have in your Trading Account, we retain the right to limit the amount and total number of open Transactions that you may wish to open or currently maintain on the Trading Platform. It is

understood that each different type of Trading Account offered by us from time to time may have different Margin Requirements.

It is your responsibility to ensure that he understands how Margin Requirements are calculated.

Unless a Force Majeure Event has occurred, the Company has the right to change the Margin requirements, giving to the Client five (5) Business Days Written Notice prior to these amendments. New Margin Requirements shall be applied for new positions. The Company has the right to change Margin requirements without prior notice to the Client in the case of Force Majeure Event. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open where this is deemed necessary. All changes shall be affected on the Platform and/or the Website and the Client is responsible to check for updates. It is the Client's responsibility to monitor always the amount deposited in his Trading Account against the amount of any Margin required under this Agreement and any additional margin that may become necessary.

You are aware and acknowledge that we may, in our sole discretion, require you to take certain action in your Trading Account pursuant to a Margin Call. A Margin Call may be based upon several factors, including without limitation, your overall position with us, your account size, the number of open Transactions you have, volume traded, your trade history and market conditions.

The Company shall not have an obligation to make any Margin Call to the Client but in the event that it does, or in the event that the Trading Platform warns the Client that it reached a certain percentage of the Margin in the Trading Account, the Client should take any or any of the three options, within a short period of time, to deal with the situation: (a) Limit his exposure (close trades); or (b) Hedge his positions (open counter positions to the ones he has right now) while reevaluating the situation; or (c) Deposit more money in his Trading Account.

Failure to meet the Margin Requirements at any time or failure to take an action under, gives us the right in our sole discretion, to close any or all your Open Positions whether at a loss or a profit without further notice to you. It is your responsibility to monitor, always, the amount deposited in your Trading Account against the amount of Maintenance Margin required because of your trading decisions and it is understood that the Company has the right to take the actions of this paragraph, even if a Margin Call is not made under the conditions mentioned of this Client Agreement. Margin shall be paid in monetary funds in the Currency of the Client Account.

The Client undertakes neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to the Company.

If you have more than one Trading Account with us, each Trading Account will be treated entirely separately. Therefore, any credit on one Trading Account (including amounts deposited as margin) will not discharge your liabilities in respect of any other Trading Account. It is your responsibility to ensure the required level of margin is in place for each Trading Account separately.

Clients Premium free accounts

When Company's internal requirements being fulfilled, the Company can offer Premium Free Client Account for CFD trading.

The rest of the provisions herein in this entire Agreement shall also apply to Premium Free Client Accounts save any mentions to Premiums. If the Client has a Premium Free Client Account, no Premiums or roll over charges will be applied to trading positions overnight. Any charges applicable to Premium Free Client Accounts appear in the Contract Specifications found on the Platform and/or the Website.

The Client who has a Premium Free Client Account may not hold his floating positions for a long period of time. In such an event, the Client must close the floating positions and Premiums will be applied retroactively.

If the Client wish to change from a normal Client Account into a Premium Free Client Account must close all their Open Positions first.

All the Open Position in a Premium Free Account will be closed on Friday an hour before the market is closed and may be opened again by the Client.

Hedging a position by its corresponding CFD contract in a Premium Free Account is forbidden. In such an event, the Client must close the hedges immediately and Premiums will be applied retroactively.