

User Agreement

1. Terms and Definitions

1.1 This document, hereinafter referred to as the Agreement, uses the following terms and definitions:

"Affiliate" – with respect to the Company, means any legal entity that is controlled by the Company or that controls the Company directly or indirectly, as well as any legal entity under common control with the Company, whether directly or indirectly. "Control" here means owning a controlling interest in the Company or the aforementioned legal entities.

"Quote Base" – information about the Quote Stream that is stored on the Company's Server.

"Base Currency" – the currency listed first in the Currency Pair, which the Client uses to buy or sell the Quoted Currency.

"Balance" – the cumulative financial result of all completed transactions and operations regarding money transfers conducted on the Trading Account.

"Trading Account Currency" – the currency chosen by the Client at the time of opening the Trading Account.

"Quoted Currency" – the currency listed second in the Currency Pair, which the Client buys or sells to obtain the Base Currency.

"Currency Pair" – the object of a Trading Operation that is based on the change in value of one currency relative to another currency.

"Website" – the Company's website, as well as any other website that the Company recognizes as official and which it may periodically maintain for Client access.

"Client Data" – any data, documentation, or other information received by the Company directly from the Client or otherwise concerning the Client, their Account, or the provision or use of Services by the Client.

"Data Submission Date" – each of the dates for submitting data agreed upon by the parties.

"Long Position" – the purchase of an Instrument with the expectation of an increase in its price. Or, concerning Currency Pairs, buying the Base Currency with the Quoted Currency.

"Precious Metal" or "Spot Metal" – physical gold or silver.

"Quote Request" or "Request" – the Client's instruction to the Company to obtain a quote, which does not obligate the Client to execute a transaction.

"Indicative Quote" – a Quote for which the Company is not obligated to accept any instructions or execute any Orders.

"Instrument" – any financial asset offered by the Company for trading: currency pairs, spot metals, contracts for differences, and others.

"Company" – Investing Space LTD

"Leverage" or "Borrowed to Own Funds Ratio" – the ratio of 1:25, 1:50, 1:100, 1:200, 1:500, 1:1000, etc., between the Initial Margin and the Trading Operation Volume. For opening a position with a 1:100 ratio, it implies that the Initial Margin is one hundred times smaller than the Trading Operation Volume. Other ratios may be published on the Company's website.

"Client" – any legal or natural person meeting the requirements, excluding persons under eighteen years of age and stateless individuals, who has completed the Client Registration Form on the Company's website.

"Short Position" – a transaction selling currency, profitable when market prices fall. Regarding Currency Pairs: selling the Base Currency against the Quoted Currency.

"Quote" – information about the current Price of an Instrument, expressed in terms of Bid and Ask prices.

"Price" – with respect to a Currency Pair, means the cost of one unit of the Base Currency expressed in the Quoted Currency. With respect to Precious Metal, means the price for one troy ounce of Precious Metal expressed in the currency specified for that Instrument in the Contract Specification.

"Client Terminal Log File" – a file created by the client terminal that logs all requests and instructions sent by the Client to the Company, accurate to the second.

"Server Log File" – a file created by the Server that logs all requests and instructions received from the Client and the results of their processing, accurate to the second.

"Lot" – the standard amount of a transaction, the volume of the Base Currency, troy ounces, Securities, or Precious Metal on the Trading Platform.

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

"Margin" or "Collateral" – the required guarantee funds to maintain Open Positions specified in the Contract Specification for each Instrument.

"Margin Trading" – trading in currencies and other futures on the exchange market, where the Client can conduct Trading Operations. This allows having significantly less funds in the Trading Account than required based on the Trading Operation Volume.

"Unlawful Profit" – profit obtained as a result of a Case of default, violation of any provisions of Regulatory Documents, or erroneous quoting.

"Required Margin" – the monetary collateral required by the Company to maintain open positions. Specified on the Company's Website in the Contract Specifications for each Instrument.

"Normal Market Conditions" – a market where there are no significant gaps in the Quote Stream on the Trading Platform, as well as rapid price movements and large Price Gaps.

"Trading Operation Volume" – the multiplication of the lot size by the number of lots.

"Agreed Procedure" – any procedure related to a Disputed Situation agreed upon by the Parties, excluding the Dispute Resolution Procedure, which the Parties have the right to amend.

"Order" – the Client's instruction to execute a trading operation (for example, to open or close a position when the price reaches the order level).

"Open Position" – a Long or Short Position that is not a Fully Completed Transaction.

"Erroneous Quotes" – quotes received by the Client Terminal due to a systemic technical error.

"Initial Margin" – the margin required by the Company to open a position.

"Floating Profit" or "Floating Loss" – the current profit or loss on Open Positions calculated based on current Quotes.

"Liquidity Provider" – a bank or electronic trading system (ECN) that provides streaming prices to the Company. May be used by the Company to hedge client trades.

"Quote Stream" – the process of incoming Quotes to the Trading Platform for each Instrument.

"Lot Size" – the trading conditions of the Company specified in the Contract Specification: the number of Securities, units of Base Currency, underlying assets, or troy ounces of Precious Metal in one Lot.

"Market Conditions Other Than Normal" – conditions that differ from Normal Market Conditions due to low liquidity, price gaps, rapid price changes.

"Free Margin" – funds in the Trading Account available for opening a position. Calculated by the formula: Funds [minus] Required Margin.

"Server" – a software product that: processes client requests and instructions; provides the Client with information about financial market trading in real-time and to the extent defined by the Company; maintains records of mutual obligations between the Client and the Company in accordance with the conditions of the Regulatory Documents.

"Contract Specification" – the main trading conditions for Trading Instruments: Lot Size, Spread, Initial Margin, Hedged Margin, etc. Displayed on the Company's Website.

"Spread" – the difference expressed in pips between the Ask Price and the Bid Price.

"Funds" – the current state of the Client's account, determined by the formula: Balance [plus] Floating Profit [minus] Floating Loss.

"Third-Party Service Provider" – a legal entity that will perform all or part of the operations for the relevant position for both Parties and which is agreed upon by these Parties.

"Trading Account" – a unique personalized system for registering and accounting for all trading operations with financial instruments conducted by the Client: Fully Completed Transactions, Orders, Open Positions, deposit or withdrawal transactions in the Trading Platform, and other movements of funds.

"Trading Operation" or "Transaction" – any transaction entered into by the Client or on their behalf in accordance with the Agreement and the Regulations for conducting operations.

"Trading Platform" – all technical means and programs provided by the Company, consisting of the Server and Client Terminal, which allow: conducting Trading Operations; receiving Quotes in real-time; placing/changing/deleting/issuing Orders and calculating all mutual obligations existing between the Client and the Company.

"Margin Level" – the percentage ratio of Funds to Required Margin. Calculated by the formula: $(\text{Funds} / \text{Required Margin}) \times 100\%$.

"Order Level" – the price specified in the Order.

"Services" – the services provided by the Company to the Client as specified in Section 4 of this Agreement.

"Client Registration Form" – the form that the Client must complete in the "Personal Account" service on the Company's Website for registration.

"Force Majeure" – the definition of the term is provided in Section 16 of the Agreement.

"Hedged Margin" – sufficient margin required by the Company to open and maintain Positions with opposite directions. Detailed description is provided in the Contract Specifications.

"Ask Price" – the higher Quote price at which the Client can buy the currency.

"Bid Price" – the lower Quote price at which the Client can sell the currency.

"Price Gap" means:

1. The current Ask is lower than the Bid of the previous Quote; or
2. The current Bid

"Stop Loss" – a trading order that can be attached to a previously opened position to close it at a less favorable price for the Client than the current price at the time the order is placed.

"Stop Out" – a command generated by the Server to forcibly close all or part of previously opened positions. This closure occurs in the event of insufficient funds to maintain the Open Position, without the Client's consent and without prior notification.

"Take Profit" – a trading order that can be attached to a previously opened position to close it at a more favorable price for the Client than the current price at the time the Order is placed.

2. General Provisions

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

2.2 By "Company," it is meant Investing Space LTD.

2.3 Terms and Definitions used in the Agreement are specified in Section 1 (hereinafter "Terms and Definitions").

2.4 The Agreement constitutes the complete set of arrangements between the Client and the Company, in conjunction with the following documents listed on the Company's website in the "Agreements and Regulations" section, which may be periodically amended or modified (hereinafter collectively referred to as "Regulatory Documents"): Trading Operations Regulation, Transaction Execution Regulations, PAMM Account Service Regulation, Risk Disclosure Statement, and other Regulatory Documents.

2.5 The purpose of the Regulatory Documents is to regulate the procedure for conducting all trading and non-trading operations of the Client with the Company. They must be carefully reviewed by the Client, as they contain important information that the Company is required to provide to the Client in accordance with applicable legal provisions.

2.6 The Regulatory Documents, including any periodically made amendments and additions, outline the conditions under which the Company may conduct transactions with the Client concerning Instruments.

2.7 The Company, in relation to each Trading Operation of the Client, acts not as the Client's agent but as a direct participant in the contract. Therefore, the Company will regard the Client as the party to all respects, and the Client is responsible for fulfilling obligations under any Trading Operation conducted by them (unless otherwise agreed).

2.8 If the Client acts on their own behalf or on behalf of any other person, whether or not the Client discloses the identity of such person, the Company will not consider the aforementioned person as an indirect client and will not have any obligations towards such person (unless otherwise agreed).

3. Entry into Force

3.1 The Agreement is considered an initial agreement for providing services to the Client by the Company, related to individual operations or a series of consecutive operations, including Trading Operations with Instruments.

3.2 This Agreement is concluded electronically and comes into effect remotely. The Client may not cancel the Agreement solely on the grounds that it is concluded electronically and remotely.

3.3 The terms of the Regulatory Documents are deemed accepted by the Client unconditionally on the date when the Client receives notice from the Company in accordance with Section 4.1 and remain in effect until terminated by either Party.

4. Activation of the Personal Account and Trading Account

4.1 The Client's Personal Account will be activated only after:

1. The Company receives a completed Client Registration Form from the Client;
2. The Client accepts the terms of the Regulatory Documents;
3. The Company verifies the identification documents;
4. The Company approves the methods for depositing and withdrawing funds by the Client;
5. The Company notifies the Client of the activation.

4.2 The Company may, at its sole discretion, refuse to register the Personal Account for the Client based on the documentation received from the Client, even if it is correctly and fully completed.

4.3 For the Client to start using their Trading Account, they need to make a minimum initial deposit.

4.4 After the activation of the Personal Account and Trading Account, the Client will be able to see the amount due to them as the account balance in the Personal Account at any time and will be entitled to withdraw it upon request.

5. Services

5.1 The services provided by the Company to the Client include:

1. Investment services: executing the Client's Orders concerning financial instruments at their own expense, receiving and transmitting orders;

2. Foreign currency services: related to providing Investment Services according to Section 5.1_1) of the Agreement;
3. Custody and control over financial instruments: including related services, such as managing cash collateral, described in Section 7 of the Agreement. If applicable, provided at the Client's expense;
4. Providing access to information to the Client: about analyzing their investments, as well as any other information relevant to the Client concerning their financial instruments;
5. Deposit insurance: the account must be insured against complete or partial loss of funds (if the withdrawal request with open trades on the Client's account jeopardizes other users due to margin leverage, if the company has notified of changes in the insurance regulation by client mail), at the request of the regulatory authority of the company's licensee;
6. Legalization of the Client's profits: assistance in opening an account in a foreign bank, registering an offshore company for income legalization;
7. Currency conversion: when withdrawing (at the Client's expense).

5.2 The Company provides the above Services to the Client provided that the Client fully meets their obligations arising under the Regulatory Documents and taking into account other rights of the Company specified in the Regulatory Documents. The Company provides the Client with the ability to perform operations as provided by the Agreement and the Regulatory Documents using the Website's Instruments and the Personal Account capabilities only if the Client has fulfilled all obligations under the aforementioned documents.

5.3 The Company conducts all Trading Operations with the Client on an "execution only" basis. The Company may execute Trading Operations even if any of these operations may be disadvantageous to the Client.

5.4 The Company has the right to provide the Client, and the Client has the right to request from the Company personal recommendations and investment advice concerning any Trading Operations, as well as opinions from the Company's experts that may motivate the Client to undertake any Trading Operation.

5.5 The Company may provide information and recommendations at its discretion and on a periodic basis. The above information may be published as news on the Company's Website, provided to subscribers as a newsletter through the Website, or otherwise. Any recommendations or analytical reports from the Company may be published on one or more of its information service interfaces. In this case:

1. The above information is provided to the Client solely to enable them to make their own investment decisions and is not an investment recommendation or promotion of a financial product from the Company not requested by the Client;
2. The Company does not provide any guarantees or assurances regarding the tax consequences of any Trading Operation or the completeness and accuracy of the above information;

3. The Company makes no statements regarding the timing of the receipt of the above information by the Client and does not guarantee that the Client will receive this information at the same time as other clients of the Company;
4. The above information, including market news and comments, may be changed or removed by the Company at any time without notifying the Client;
5. The information does not necessarily consider the laws or applicable regulatory provisions of the country where the Client is a resident. Thus, it is the Client's responsibility to comply with the above provisions independently;
6. If any document from the Company contains any restriction regarding the person or category of persons for whom the document is not intended, the Client undertakes not to pass on this document to any such person or category of persons.

5.6 The Company has no obligations (unless otherwise specified in the Regulatory Documents): to monitor any Trading Operation of the Client or to notify the Client about its status; to close any of the Client's Open Positions; to make margin calls.

5.7 The Company does not ensure the physical delivery of the Underlying Asset of any Instrument regarding any Trading Operation. The Client's profits or losses from currency fluctuations during any Trading Operation will be reflected in their Trading Account immediately after the Trading Operation is closed.

5.8 The Client is obliged to provide information regarding their experience and knowledge in the field of investments to the Company upon request, so the Company can assess whether a particular service or product is suitable for the Client. The Company will assume that the information provided by the Client is accurate and will not be liable to the Client if the information is incomplete or misleading, or if it changes or is inaccurate (except where the Client notifies the Company of such changes).

5.9 The Client agrees to provide their personal data upon request from the Company, registered as a data controller in accordance with the Law, for identification, administrative, and business purposes to fulfill their legal and contractual obligations under this and other agreements between the parties. The required information and documents about the Client must include their full name, date and place of birth, address, jurisdiction of residence/registration, and bank account number. The Client agrees to provide the necessary data to the Company, with the right to transfer them to lawyers, auditors, financial consultants, and other service providers and counterparties with whom the Company enters into contracts.

5.10 The Company has the right at any time at its discretion to refuse to provide Services to the Client without providing reasons. The Client agrees that the Company is not obliged to inform them of the reasons for its refusal and that the Company reserves the right to suspend, postpone, or change the terms of providing Services in case of Market Conditions different from normal.

5.11 The Company reserves the right to close, suspend, or cancel any Trading Operation if it suspects any fraudulent or misleading activity on the Client's account(s). Such activities may

include, for example, arbitrage trading, manipulative actions, any other fraudulent activities related to or concerning any Trading Operations. The Company also reserves the right to close, suspend, or cancel any Trading Operation that arose due to any technical error or misconfiguration on the Server. In this case, the Company will not be liable for the cancellation of the Trading Operation or any income and for any damage or loss that may arise from the suspension, closure, or cancellation of the Trading Operation. The Company will have the right to deduct any income it deems improperly received by the Client and charge associated costs.

5.12 All Client Requests will be reviewed by the Company based on their size. If the size of a Request exceeds what the Company can fulfill at the current market conditions, at the Company's sole discretion, the Order may be rejected or partially executed.

5.13 The Client accepts and confirms that all trading and non-trading history stored in their Personal Account will be available for viewing and downloading at any time.

5.14 In the event that the client becomes subject to financial monitoring (e.g., wallet blocking on the network), the funds in the client's account will undergo a withdrawal process through correspondent banks servicing cryptographic smart contracts to convert the client's funds into the client's national currency after providing the recipient bank's data to the Company.

6. Exchange of Information

6.1 The rules for exchanging information between the Company and the Client are outlined in the Trading Regulations, which are posted on the Company's website in the "Contracts and Regulations" section.

6.2 The Client agrees to provide Requests and Instructions solely through the Client Terminal in accordance with the aforementioned Trading Regulations.

7. Fees and Other Costs

7.1 The Company agrees to display all applicable fees and other costs on the "Contract Specifications" page, located on the Company's website in the "Trading Conditions" section, and reserves the right to make changes without providing the Client with prior written notice. Publication of such changes on the Company's website will be deemed proper notice.

7.2 The Client is obligated to pay the fees specified above, cover all stamp duties necessary for conducting Trading Operations, and bear any other costs stipulated by this Agreement and the Regulatory Documents.

7.3 The Company may send, and the Client agrees to receive, notifications in the event the Company pays any fees or charges to any third party who has introduced the Client to the Company or is acting on their behalf.

7.4 The Client is personally responsible for all reporting and tax declarations related to any Trading Operations that must be submitted to any relevant governmental or other authorities, as

well as for paying all taxes arising from any Trading Operation, including but not limited to VAT and securities transfer taxes.

7.5 All Client funds are held in the Company's accounts, including segregated accounts opened in the name of the Company for holding Client funds separately from its own.

7.6 The Company does not charge a fee for opening and maintaining an account.

7.7 The Company does not charge a fee for depositing and withdrawing funds; however, fees may be charged by payment systems used by the client.

8. Conflicts of Interest and Financial Interest

8.1 In cases where the Company executes transactions with or on behalf of the Client, the Company, as well as any affiliated or related entity, may have interests or arrangements significant to the Transaction or potentially conflicting with the Client's interests. In these cases, the Company may:

1. Conduct transactions with Instruments as a principal at its own expense by buying Instruments from the Client or selling Instruments to the Client;
2. Maintain Long or Short positions and other transactions with any Instrument that the Company offers to the Client;
3. Match the Client's Trading Operations with itself or another client, acting on behalf of the Client or another client;
4. Provide advice and offer various services to other Company clients or any related parties who may have an interest in the Client's Underlying Assets or investments, where such interest may conflict with the Client's interests;

8.2 The Client authorizes the Company to conduct transactions on behalf of the Client in any manner the Company deems appropriate, without prior notice, regardless of any conflict of interest or financial interest of the parties involved in the Trading Operation.

8.3 The Company's employees are required to adhere to a policy of independence and must disregard any conflict of interest or financial interest when providing advice to the Client.

9. Limitation of Liability and Indemnification

9.1 The Client acknowledges that the Company is not responsible for the usefulness of the information, advice, or recommendations provided. The Client acknowledges that the Company is not liable for any expenses, losses, costs, or damages incurred by the Client due to any inaccuracy or error in any information provided to the Client, including information related to any Trading Operations, except for losses incurred by the Client due to willful misconduct, fraud, or gross negligence on the part of the Company.

9.2 Notwithstanding the Company's right to close or cancel any Trading Operation under the circumstances outlined in the Regulatory Documents, such Trading Operation remains valid and

imposes obligations on both the Company and the Client in all respects following the errors or inaccuracies mentioned in Clause 9.1.

9.3 The Company shall not be liable for any losses or expenses incurred by the Client, whether directly or indirectly, arising from:

1. Trading Operations conducted through the Client Terminal;
2. Any delay caused by the Client Terminal or any malfunction of the Trading Platform;
3. Any breach of the Company's obligations specified in the Regulatory Documents due to reasons beyond its control;
4. Negligence or any other actions of any third party.

9.3 At the Company's request, the Client agrees to indemnify all costs, expenses, liabilities, or claims that the Company incurs due to the Client's direct or indirect failure to fulfill any obligations accepted under the Regulatory Documents.

9.4 Under no circumstances shall the Company be liable to the Client for any lost profits or benefits (including in relation to subsequent market movements), or for any direct or indirect losses, costs, expenses, or damages that the Client may incur under the Regulatory Documents, unless otherwise stipulated in the Trading Operation Regulations.

10. Amendments and Termination of the Agreement

10.1 The Company reserves the right to unilaterally amend the terms and conditions of the Regulatory Documents at any time, and must notify the Client by email or publish information about such changes on its Website.

10.2 Each party has the right to terminate this Agreement by providing Written Notice to the other party.

10.3 Upon termination of this Agreement, the Company may terminate the Client's access to the Trading Platform without prior notice.

10.4 Upon termination of the Agreement, all amounts, fees, and commissions that the Client is obliged to pay to the Company will become immediately payable, including (but not limited to):

1. Any operational costs incurred by the Company in connection with the termination of this Agreement and the transfer of the Client's investments to another investment company;
2. Any losses and expenses incurred by the Company in closing any of the Client's Trading Operations and in settling or fulfilling any overdue obligations accepted by the Company on behalf of the Client.

10.5 The Company may deactivate the Client's account without prior notice if the Client submits an excessive number of erroneous Requests that create an undue load on the Company's servers and may lead to a negative trading experience for other clients using those servers. Erroneous Requests may include, but are not limited to: a large number or exceeding

permissible values of Requests, requests with insufficient funds in the Client's account, incorrect processing of Trading Operations or system logs, invalid steps or changes.

11. Use of the Trading Platform and Security

11.1 When using the Trading Platform, the Client must not allow any actions or omissions that may compromise the security of the platform or lead to its improper functioning. The Client must not engage in any activities that could potentially lead to unauthorized access or inappropriate use of the Trading Platform. The Company has the right to terminate or restrict the Client's access to the Trading Platform at its sole discretion if it suspects that the Client has engaged in such use or attempted to carry out the aforementioned actions.

11.2 The Client is entitled to analyze, store, modify, format, display, and print the information provided on the Company's Trading Platform. The Client must not publish, reproduce, or transmit any part or all of the information provided on the Company's Trading Platform in any format to any third party without the Company's consent. The Client must not alter, delete, or obscure any trademarks and copyrights or other rights presented on the Company's Trading Platform.

11.3 The Client agrees to keep and not disclose any Access Data to the Trading Platform to any third party. The Client agrees to promptly notify the Company if they suspect that their Access Data may have been disclosed to any unauthorized person.

11.4 The Client agrees to cooperate with the Company in any investigative activity that it may carry out in connection with the actual or suspected misuse of their Access Data.

11.5 The Client acknowledges that the Company will not be liable if any unauthorized persons gain access to their personal information, including but not limited to: personal data, email addresses, and correspondence, when such information is transmitted over the Internet or other network communication means, by phone, or using other electronic means.

11.6 The Client acknowledges that they bear full responsibility for any instructions or directions given to the Company based on their Access Data, and that any such instructions or directions will be deemed received by the Company from the Client.

11.7 If the Company suspects fraud, manipulative actions, swap arbitrage, or any other activity misleading regarding the Client's account(s) with the Company or unauthorized activity otherwise related to any Trading Operations, it may close all open positions of the Client and may add or deduct a penalty equivalent to the revenue from exchange and/or income from all Trading Operations currently or previously conducted on the account. In such cases, the Company may also terminate all agreements with the Client, cancel all income obtained from the aforementioned actions, and refuse to accept any future Requests from the Client for exemption from any swaps.

12. Personal Data and Telephone Call Recording

12.1 The Company has the right to use, store, and process the Client's personal data in connection with providing Services.

12.2 If the Client is an individual, the Company is obligated to provide the Client with a copy of the document containing their personal data upon request and subject to payment for this service (if available).

12.3 The Client agrees to the Company's transfer of their data to any third parties for the effective provision of Services or the performance of any operational function carried out on behalf of the Client (e.g., reimbursement of Client funds).

12.4 The Client agrees that any telephone conversations between them and the Company may be recorded, and the recordings will remain the exclusive property of the Company and will be accepted by the Client as conclusive evidence of their Orders/Requests or any other telephone conversations with the Company. The Client acknowledges that the Company has the right to provide copies of the transcripts of these recordings to any regulatory authority, government agency, or court.

13. Consent to Direct Contact

13.1 The Client agrees that the Company may periodically contact the Client directly by phone or using other means of communication for marketing its products or financial services.

14. Confidentiality and Disclaimer

14.1 Information about the Client owned by the Company is confidential and therefore cannot be used for purposes other than for the purpose of providing Services by the Company to the Client. Confidential information requires appropriate treatment provided that it is not legally owned by the Company and was not subject to an obligation of confidentiality or non-disclosure at the time it was received by the Company, and provided that the information is not publicly available. Confidential Information may be disclosed by the Company to a third party only in the following cases:

1) at the request of courts, law enforcement agencies, regulatory authorities and similar bodies within whose jurisdiction the Company is located or in accordance with the requirements of the Law.

2) for the purpose of preventing or investigating illegal activities;

3) when the above information is necessary for the Company for the purpose of requesting or assessing the loan amount, for identification purposes, for purposes related to the provision of Services, for the purpose of administering the Client's Trading Account;

4) when the above information is necessary for any third party or employees of the Company in connection with the provision of Services to the Client and (or) the performance of their official duties in accordance with the Regulatory Documents;

5) when the above information is requested by the Client himself or any other person with the consent of the Client;

6) when the above information is required by lawyers, consultants or auditors of the Company, provided that in each specific case the relevant specialist will be notified of its confidential nature and has accepted the above obligations for non-disclosure of confidential information about the Client transferred to him.

7) when the above information is required for legal proceedings between the Client and the Company;

8) when the above information is necessary to resolve a public dispute between the Client and the Company.

15. Failure to fulfill obligations

15.1 The following events are considered "Events of Default":

1) failure by the Client to fulfill any obligation specified in the Regulatory Documents;

2) failure by the Client to provide the Initial and (or) Hedged Margin or any other amount payable in accordance with the Regulatory Documents;

3) if the Client is an individual, then the initiation of legal proceedings by any third party regarding his bankruptcy;

4) if the Client is a legal entity, then initiation by any third party of legal proceedings regarding its liquidation or for the appointment of a bankruptcy trustee or administrator in relation to the Client and (or) any assets of the Client;

5) in cases 3) and 4) of Clause 15.1 of the Agreement, if the Client enters into a settlement agreement with its creditors, as well as if any procedural actions are initiated against the Client that are similar to any of the above actions and processes;

6) if any statement or any warranty issued by the Client in accordance with Clause 17 of the Agreement is or becomes false;

7) if, when the debts to the Company become due, the Client cannot repay them;

8) if the Client, being an individual, becomes incapacitated due to a mental disorder or dies;

9) if the Client makes any attempts to engage in actions determined by the Company as manipulative, fraud, swap arbitrage or other activities that are misleading or fraudulent in any of the Client's accounts opened with the Company;

10) if the Client has been trading: which can be classified as market manipulation, which can be characterized as excessive trading in order to benefit from changes in prices in the market without legitimate intentions, through arbitrage or relying on price lag;

11) in the event of any circumstances when the Company believes that the preferred solution is to take any measures specified in Clause 18.5 of this Agreement;

15.2 Upon the occurrence of any of the Events of Default specified in Clause 15.1, the Company has the right at any time, without providing prior written notice to the Client, to take any of the following measures:

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

2) close any or all parts of the Client's Trading Accounts with the Company;

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

4) reduce the Balance of the Client's Trading Account by the amount of income received illegally;

5) refuse the Client to open a new Trading Account.

16. Force majeure circumstances

16.1 The Company has the right to determine, in its reasonable discretion, whether any Force Majeure Event has occurred. If a Force Majeure Event occurs, the Company undertakes to take reasonable measures to notify the Client about this. Force Majeure circumstances include, but are not limited to:

1) any events, actions or cases that, at the Company's reasonable discretion, do not allow it to properly maintain market conditions for the Instruments, including (but not limited to): wars, strikes, mass and civil unrest, terrorist acts, natural disasters, storms, fires, floods, accidents, force majeure, failures of electronic or communications equipment, power failures, supplier failures, actions of government agencies, refusal of an employer to provide work to its subordinates;

2) closure, suspension or liquidation of any market; non-occurrence or cancellation of any of the events on which the Company's Quotes depend; imposing restrictions, establishing non-

standard or special trading conditions on any of the above markets or during any event specified above.

16.2 If the Company reasonably believes that any Force Majeure Circumstance exists, it has the right, without prior Written notice to the Client and at any time, to take any of the following measures, however, without prejudice to other rights arising in accordance with the Regulations:

- 1) increase margin requirements;
- 2) close Open Positions at prices that the Company reasonably deems appropriate;
- 3) change, suspend or freeze the application of any terms of the Regulatory Documents to the extent that Force Majeure prevents or makes it impractical for the Company to comply with them;
- 4) take any other measures that the Company reasonably considers appropriate in circumstances of Force Majeure with respect to the situation of the Company, the Client and other clients or refrain from taking these measures.

17. Refusal to satisfy the claim

17.1 The Company has the right to refuse to satisfy the Client's claim.

17.2 If scheduled technical work was carried out on the Server, and the Company notified the Client about this in advance in any way, then claims made by him in relation to any unfulfilled Orders given during the period of the above work will not be accepted. The fact that the Client did not receive the above notice does not serve as a basis for filing a claim.

17.3 The Company will not accept for consideration claims based on the difference between the price of the underlying asset of the Contract for Difference and the execution price of the Order or Order under the Contract for Difference.

17.4 Claims regarding the execution time of an Order are not accepted, regardless of the period of time required for its Orders and regardless of the time when a record of its execution appeared in the Server Log File, except in cases where the execution of an Order placed in the queue was not carried out in compliance with the Trading Regulations.

17.5 Claims regarding the cancellation of the financial results of Trading operations that were carried out by the Client on the additional margin formed on the Trading Account as a result of making a profitable transaction on a quote received by him as a result of an obvious error of the Company and subsequently canceled by it or on a non-market quote will not be accepted.

17.6 The Client acknowledges that he will not be able to control open positions or give Orders to open new positions during the period of time while a Dispute in respect of any disputed position is being considered by the Company and that no claims in this regard will be accepted.

17.7 The Company has the right to cancel any Trading Operation if the corresponding hedging trade was canceled by the Liquidity Provider and not accept claims from the Client for this circumstance.

18. Dispute resolution procedure

18.1 When considering Disputes, any references by the Client to quotes from other information systems and companies are not taken into account and are considered unlawful.

18.2 The Client acknowledges and assumes all risks associated with the fact that the Company has the right not to notify him that the Dispute has been resolved and the disputed position has been restored.

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

18.4 If any conflict situation arises when the Client reasonably believes that the Company, as a result of any action or inaction, has violated the provisions of the Regulatory Documents, the Client has the right to submit a claim to the Company within five working days from the moment the Dispute or conflict situation arises.

18.5 If the Parties are unable to resolve Disputes through negotiations, they shall submit such Disputes to the court of the Republic of Vanuatu after using pre-trial proceedings to resolve such Disputes in accordance with the laws of Vanuatu.

19. Risk recognition and risk communication

19.1 The Client acknowledges that he is aware of the substantial risk of loss and damage arising from the purchase or sale of any Instrument and that he assumes the above risk.

20. Applicable law and jurisdiction

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

20.2 If a Dispute arises between the parties in connection with the Agreement, the Client unreservedly acknowledges that they will first seek resolution of the Dispute in accordance with the Dispute resolution procedure specified in Clause 18 of this Agreement.