

BTC 24 LTD Client Agreement

Note: The English version of this agreement is the governing version and shall prevail whenever there is any discrepancy between the English version and the other versions.

This client agreement, together with any accompanying documents, as amended from time to time, (hereafter the "Agreement") sets out the terms of the Agreement between you, the customer (also referred as the "Client") and us, BTC 24 Ltd, (Saint Vincent and the Grenadines, 1510, Beachmont Kingstown, Suite 305, Griffith Corporate Centre. Registration number 24264 IBC 2017) hereinafter referred to as the "Company".

By signing this agreement, it is assured that Client has read, understand and agree with all the terms of this Agreement, as well as the conditions of Privacy Policy, Bonus terms and conditions, 1-Click Transaction Agreement Terms and Conditions, Refund Policy, Payment Policy, AML & KYC Policy and any other additions to this Agreement and abovementioned policies. This Agreement contains legally binding terms of business and so it is in Client's interest to read it carefully before accepting it. If Client does not agree to accept and be bound by this Agreement, please do not open an account and/or continue to use Company's website and/or Company's apps. Client's further use of Company's website will constitute Client's acceptance of this Agreement.

BTC 24 Ltd, Saint Vincent and the Grenadines, 1510, Beachmont Kingstown, Suite 305, Griffith Corporate Centre. Registration number 24264 IBC 2017 is the operator of website <https://www.btc24.io>

1. Definitions and Interpretation

In this Agreement:

"Account" means the data accumulated by Company having the specific details identified by Company to facilitate the availability of such data on the Site for Client and that allows to Client to monitor the Client's Operations on the Site.

"Agreement" means these Terms and Conditions for the Services offered by the Company.

"FATCA" is an abbreviation for Foreign Account Tax Compliance Act.

"Operation" means an action or actions related to Client's purchase and/or selling of financial instruments information about which is available on the Site.

"Services" mean a Company's activity for providing Client with possibility to receive the information provided on the Site and reception and transmission of the Client's orders to conduct Operations through the on the Site platform as these are described herein.

"Site" means the website belonging to Company with address <https://www.btc24.io>.

"Terms" mean all of the terms and conditions listed above

"US Reportable Person" means a US Reportable person who, in accordance with FATCA, is defined as follows:

- a US citizen (including dual citizen);
- US resident alien for tax purposes;
- a domestic partnership;
- a domestic corporation;
- any estate other than a foreign estate;
- any trust if:
 - a court within the United States is able to exercise primary supervision over the administration of the trust;
 - one or more United States persons have the authority to control all substantial decisions of the trust;
 - any other person that is not a foreign person.

The terms defined in this Clause have the meaning specified herein unless otherwise specified or required by the context of this Agreement. Any term used herein but not interpreted herein shall have the meaning attributed thereto in the applicable law and regulation.

Headings of the Articles shall be used solely for reference and shall not affect the content and interpretation of this Agreement.

Unless the context otherwise requires, the singular shall include the plural and vice-versa and either gender shall include the other.

References to any agreement between the Parties (including without limitation, this Agreement) or to any other document, shall be deemed as references to such agreement or document and to all agreements and documents, which are declared by Company to be supplementary to them or to be attached thereto.

2. INTRODUCTION

Scope of this Agreement

This Agreement sets out the basis on which Company will provide Services to Client. This Agreement governs each Operation entered into or outstanding between Company and Client on or after the execution of this Agreement. The Services includes the procuring of the access of Client to the Site and information platform located on the Site, support of Client by Company in relation to Services, procuring of analytics and news information.

Commencement

This Agreement supersedes any previous agreement between Client and Company on the same subject matter and takes effect when Client indicates acceptance via Company's Site. This Agreement shall apply to all Operations contemplated under this Agreement.

3. GENERAL

3.1. Hereby Client agrees that:

- (i) — Company does not provide Client with any trust services for Client's funds;
- (ii) — Company does not provide Client with trading and any other recommendations in relation to the Operations performed by Client;
- (iii) — Company reserves the right to transfer the Client's orders to conduct Operations even if such Operation is or may be unprofitable for Client;
- (iv) — Company is not liable for the results of the Client's Operations.
- (v) — Company will not be liable for loss suffered by Client in connection to Client's funds held by Company, unless such loss directly arises from Company's gross negligence, willful default or fraud.
- (vi) — Company shall not be liable for any default of any counterparty, bank, custodian or other entity which holds money on Client behalf or with or through whom Operations are conducted.
- (vii) — responsibility for the legitimacy of the use of the Services by Client, as well as for compliance with this Terms lies with Client solely.

3.2. Hereby Client warrants that:

- (i) — all provisions of this Agreement were carefully read and accepted by Client as terms that will define all conditions of interaction with Company;
- (ii) — Client is the only authorized user of the Company's Services and Client is irreplaceable subject of legal relations emerging from performance of this Agreement by Client and Company;
- (iii) — Client's rights cannot be delegated, and obligations cannot be imposed on any other person;
- (iv) — Client is a private person, legally capable citizen, non US Reportable Person, non resident or non citizen of Canada, Australia, New Zealand, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Puerto Rico, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, Israel, Japan, Sudan and North Korea and non resident or non citizen of

any other country where according to the applicable law of such country any Operations conducted by Client on the Site can be defined as illegal, null or void;

(v) — no person excluding Client has rights of action or obligations regarding Operations conducted by Client on the Site;

(vi) — Client is not subject to any law or regulation which prevents his enter or performance of this Agreement or any Operation;

(vii) — the information provided by Client to Company is complete, true, accurate and not misleading in any respect.

(viii) — Client is aware of the potential financial risks while using the Services and Client is responsible for them solely.

4. Rights and Obligations of the Parties

4.1. Client has a right:

4.1.1. to give Company an order to conduct Operations through the Site;

4.1.2. in case of absence of debt to Company or as a result of conducted Operations, to transfer to Company a demand to discharge Company's obligations in favor of Client to the extent of amount of free funds, information about which is available on the Site in form of Account;

4.1.3. if any disputable situation occurs, to make a claim properly in official letter or by email to the details specified by Company on the Site.

4.1.4. to terminate this Agreement unilaterally, in case no debt to Company exists.

4.2. Client is obliged:

4.2.1. to observe the provisions of this Agreement when receiving Services and conducting of the Operations on the Site;

4.2.2. to be exclusively responsible for all actions or omission resulted from usage of usernames and passwords by Client or other third parties in relation to Client's usernames and passwords for an access to the Site or platform on the Site;

4.2.3. to be exclusively responsible for all Client's actions and omission, including the responsibility for the giving orders to conduct Operations on the Site;

4.2.4. to be solely responsible for the choice of strategy and consideration of possible risks from Operations or receiving of Services;

4.2.5. to be fully responsible for preserving confidentiality of information received from Company and to accept risk of possible financial loss of Client or Company resulted from unauthorized access to Client's Account by the third parties;

4.2.6. to notify Company of any changes of Client's contact details within seven (7) calendar days from the moment of such changes via official letter or email;

4.2.7. to register on the Site only one (1) Account. If it will be revealed that Client have multiple Accounts, the provision of Services will be canceled and further Services will not be performed. Company reserves the right to block all Client's Accounts and Client's funds contained therein will not be considered as Company's obligation to withdrawal in favor of Client.

4.3. Company has a right:

4.3.1. if Client violates one or several provisions of this Agreement to review value of the Company's obligations to Client, with corrections being made to a relevant Client's Operation register entry;

4.3.2. to suspend the provision of Services at any time and without any explanation to Client;

4.3.3. to terminate this Agreement unilaterally. In such case, Company shall notify Client by any means available to Company within three (3) business days from the date of termination of this Agreement;

4.3.4. to change, add or set as default the option return rate, profit rate, the possibility of acquiring the option type, the minimum and/or the maximum option amount, the possible expiration periods for one, several or all of the assets. Company has the right to limit the maximum amount of purchased options for any time frame that appears on the trading platform (1 minute, 1 hour, 1 calendar day or any other). Client agrees that option price, profitability, quotation, minimum or maximum amount of the option and other characteristics may be different for different Clients;

4.3.5. to contact Client with any question concerning this Agreement, particularly, in order to make certain in the Client's intentions regarding Client's actions on Client's Account;

4.3.6. to amend or to rename any sections, articles, clauses and wording of this Agreement or Terms, and Company is not obliged to notify Client regarding such changes;

4.3.7. if any objective causes exist, Company has a right to suspend the provision of Services to Client;

4.3.8. to modify the size of the value of the Company's obligations in favor of Client, if the Operations made on the Site is not respected by this Agreement;

4.3.9. to engage the third parties for Service provision in accordance with this Agreement, under the condition that they completely assume the Company's obligations to keep all information received from Client as strictly confidential;

4.3.10. if Client doesn't perform Operations during six (6) months, thus in writing Client didn't notify Company on termination of this Agreement and Client's Account, to require from Client of cost recovery on servicing of the Client's Account in the amount of fifty (50) US dollars per month in case of availability on the Client's Account of funds in the amount of at least corresponding amount undisputable and acceptance-free write-off the abovementioned amount from the Client's Account without prior notification;

4.3.11. to accept Client's instructions to enter into an Operation. If Company declines to enter into a proposed Operation, Company shall not be obliged to give a reason but Company shall promptly notify Client accordingly;

4.3.12. not to accept funds deposited by Client and/or to cancel Client's deposits when Client deposits \$3,000 or more or if Client makes over 10 separate deposits to Client's Account and Company is unable to verify Client's credit or debit card details or is unable to verify any other payment method used. In case of cancelled deposits, and if there is not a confiscation of Clients funds by a supervisory authority on the grounds of money laundering suspicion or for any other legal infringement, Client's funds will be returned to the bank account that have been initially received. If Client does not make any Operations after the deposit on Client's Account and then sends the request to withdraw, Company can recognize such activity as an attempt to launder money;

4.3.13. to cancel the payment to Client with the return of the sum on Client's Account if Client has any technical problems in the payment system. In addition to the abovementioned payment may be canceled by Company if it will be revealed such payment received using the software errors. Lack of Client's knowledge about the software error does not affect the decision of Company. For the purposes of technical verification Client's Account may be temporarily frozen;

4.3.14. to deduct a fee of 10% of the amount withdrawn if the turnover of funds on the Client's Account (amount of payments resulting from Operations) will be less than the deposit amount. This activity have been taken to eliminate the possibility of online fraud and the compensation for carrying out monetary transactions costs;

4.3.15. to recognize the Client's Account inactive and consider the issues about cash return on an individual basis if Client does not come into Account more than 185 calendar days;

4.3.16. in regards to any circumstances and situations not covered by this Agreement Company has a right to act at its own discretion in accordance to business customs and existing practice.

4.4. Obligations of Company:

4.4.1. in accordance to the provisions of this Agreement to provide Client with Services on the Site;

4.4.2. in accordance to the provisions of this Agreement, if no obligations on the Client's part exist, on the Client's request to discharge the Company's financial obligations in favor of Client to the extent of amount of free funds on the Client's Account;

4.4.3. to observe the provisions of this Agreement.

5. Applicable law and Regulation

5.1. In the interpretation and enforcement of the provisions of this Agreement the Parties shall be governed by the laws of Saint Vincent and Grenadines.

5.2. In regards to any disputes resulted from the performance of this Agreement the Parties agrees with Saint Vincent and Grenadines law-courts' jurisdiction.

5.3. In case of a disputable situation being considered in accordance to the law of Saint Vincent and Grenadines, the language used for adjudication is English and the Parties have the right to use interrupter services during the trial and for preparation for the trial.

6. Liability and Indemnity

6.1. The Parties shall be held liable in accordance with the laws of St. Vincent and the Grenadines for the failure to perform or improper performance of their obligations under this Agreement.

6.2. Neither Company nor any person connected with Company, nor any of Company's or their respective directors, employees or agents, have any responsibility or liability whatsoever in the absence of negligence, fraud or willful default by Company for any indirect or consequential loss or loss of profit, any loss arising from any damage to Client's business or reputation, damage or expense arising in connection with this Agreement or the provision of Services under it (including the failure or delay by any bank or counterparty). Client hereby irrevocably and unconditionally agree to indemnify or reimburse Company on demand and keep Company and its directors, officers, agents, employees or representatives fully and effectively indemnified (whether before or after termination of the Agreement) against any and all direct or indirect or consequential liabilities (including without limitation all losses, damages, claims, costs or expenses), incurred by Company or any other third party as a direct or indirect result of Company acting under this Agreement, including (without limitation) acting on any instructions received from Client, as well as arising out of Client's failure to fully and timely comply with its obligations set forth herein and/or out of the Company's need to enforce such liabilities in respect to any act or omission by Client in the performance of his obligations hereunder, unless such liabilities result from gross negligence, willful default or fraud by Company. This indemnity shall survive termination of this Agreement.

6.3. Company shall not be liable for any losses, expense, cost or liability incurred by Client in relation hereto, unless such losses, expense, cost or liability result from gross negligence, willful default or fraud by Company. Notwithstanding the provisions of Article 6.2 hereof, Company shall have no liability to Client whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with this Agreement.

6.4. Company shall not be liable for any loss of opportunity as a result of which the value of the Client's funds could have been increased or for any decrease in the value of the Client's funds, regardless of the cause, unless such losses is directly due to gross negligence, willful default or fraud on the part of Company.

6.5. Company shall not be liable for any losses which are the result of misrepresentation of facts, error in judgment or any act done or which Company has omitted to do, whenever caused, unless such act or omission result from gross negligence, willful default or fraud by Company.

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

6.7. Company does not provide investment advice; occasionally Company may post reports, news or any other information or make reference or links to other websites. Such a reports, news or any other posted information will not constitute investment advice, and no reliance may be placed upon it. Please also note that Company will not undertake any assessment of any proposed transaction to determine whether or not it is suitable for Client. Client will be responsible for determining the suitability of any Operation or transaction Client may arrange or place with Company as regards whether it meets Client's objectives or Client has financial resources to meet any losses Client may suffer. If Company is deemed, for any reason to provide any recommendation and/or advice, Client hereby agrees that any Operation affected either by adopting or ignoring any such recommendation and/or advice received from Company shall be deemed by Client as relying exclusively on Client's own judgment and Company shall have no responsibility or liability.

Client hereby agrees that Client uses of the tutorial, notification service and automatic trading service are at Client's sole risk. The tutorial, notification service and automatic trading service are provided on an "as is" and "as available" basis. Company makes no warranty that:

the tutorial, notification service or automatic trading service will meet Client requirements;

the tutorial, notification service and automatic trading service will be error-free;

the results that may be obtained from the use of the tutorial, notification service or automatic trading service will be accurate or reliable;

any errors in the tutorial, notification service or automatic trading service will be corrected;

no advice or information obtained by Client from the tutorial or using notification service or automatic trading service or from the results that may be obtained from the use of such services and/or tutorial shall create any warranty not expressly stated in this Terms.

6.8. Client acknowledges and agrees that he shall be exclusively responsible and liable for any investment strategy or Operation and he shall not rely on Company for any purpose and Company shall have no responsibility or liability whatsoever, irrespective of any circumstances, for any such investment strategy or Operation.

6.9. Client acknowledges and assumes (i) the risk of mistakes or misinterpretations in the Client's orders sent through the on Site platform or mobile apps authorized by Company due to technical or mechanical failures of equipment or devices, (ii) the risk of delay or other problems with processing of the Client's orders as well as (iii) the risk that the Client's orders may be placed by unauthorized persons and agrees to indemnify Company in full for any loss incurred as a result of acting in accordance to such orders. Client accepts that during the reception and transmission of Client's order, Company shall have no responsibility as to its content, price adjustments due to any technical delays in processing or the identity of the person placing the order, except for gross negligence, willful default or fraud by Company.

6.10. Client acknowledges that Company will not take action based on orders transmitted to Company using electronic means other than Client's orders transmitted using the on Site platform or mobile apps authorized by Company, and Company shall have no liability towards Client for failing to take action based on such orders.

6.11. Company bears no responsibility for any actions or omissions of third parties nor does it bears any responsibility for any damage and/or losses and/or costs caused to Client and/or third party as a result of and/or in relation to any aforesaid action or omission.

6.12. Company is not responsible for any power cuts or failures that prevent the use of the on Site platform and/or the Site and/or mobile apps authorized by Company and cannot be responsible for not fulfilling any obligations under this Agreement because of network connection or electricity failures.

6.13. Company is not responsible for the failures in the work of the post-office, Internet, communication networks, which occur for the reasons not depending on Company, and which have been followed by delayed receipt or failure to receive by Client any notices of Company.

6.14. Client hereby fully and irrevocably accepts all risks related to protection of funds, including without limitation unfavorable changes in the market conditions while investing into selected portfolio specified on the Site. Upon occurrence of events (risks) specified in this Clause, the liability of Company is fully excluded.

6.15. Company doesn't take any responsibility for actions or omission of the third parties who are carrying out banking, billing, or any other activity, similar to it, or other intermediary activity related to the support of banking or other accounts, billing or transfer of the Client's funds.

6.16. Client understands and accepts that Company is unable to provide Client with any legal advice or assurances in respect of use of the Services and Company makes no representations whatsoever as to the legality of the Services in Client's jurisdiction. Client uses the Services on the Site at its sole option, discretion and risk, and Client is solely responsible for ascertaining whether it is legal in Client's jurisdiction.

6.17. The Services are available to and may only be used by individuals or companies who can form legally binding contracts under the laws and regulations applicable to their country of residence. Without limiting the foregoing, the Services are not available to persons under the age of 18 or otherwise under the legal age ("Minors"). If Client is a Minor, Client may not use the Services. Company reserves the right to request proof of age at any stage to verify that Minors are not using the Services. Company may cancel a Client's Account and exclude a person from using the Services if proof of age is not provided or if Company suspects that a person using the Services is Minor. If the deposit to Account was made by Minor, Company has the right to return the deposit to the Minor according to payment details used for the deposit and the resulting Operation payment will be cancelled. For avoidance of doubt, the ability to access the Site does not necessarily mean that Services, and/or Client's activities through it, are legal under the laws, regulations or directives relevant to Client's country of residency.

6.18. If Company is required by any applicable law or regulation to make an assessment of whether Client is sufficiently experienced and knowledgeable to understand the risks involved in the Client's Operations or other transactions, Company will rely on the information provided to it by Client and other information which Client may provide Company with subsequently. Client confirms that all such information is true, accurate and complete and that Company will have no liability in the event it is not. Client will inform Company if any such information ceases to be true, accurate and complete. If Company is unable to obtain sufficient information to make such an assessment, or on the basis of the information provided Company decides that Client does not have the appropriate degree of experience and knowledge regarding the Services, in accordance with applicable law and regulation, Company may decline to provide Client with Services. If it will be revealed by Company any false information (including misspellings) were provided to Company by Client Company may cancel any payments to Client and block Client's Account. If Company does decline to provide Client with Services, Company will have no liability to Client as a result of such declining.

6.19. The Company reserves the right and is entitled to at any time, and upon its sole discretion, to restrict offering its Services to certain jurisdictions and consider them as banned countries. The list of countries is non — exhaustive and can be updated at any time if Company deems proper upon its sole discretion without any prior notice. Company reserves the right to request proof that Client is not residing in one of the banned countries and any additional information deemed necessary in order to verify compliance with this clause.

6.20. Client acknowledges and accepts that Company applies a risk mitigation and management approach according to which certain settings may apply and certain features may not be available upon the Client's account

6.21. Clients use any of the third party service and/or the information provided by third party services for marketing and/or otherwise, upon their sole discretion and responsibility, undertaking all liability deriving from the use of the third party service. To that extend, Clients are encouraged to seek advice and/or training prior to using the services or information provided making sure they fully understand the instruments, technical terms and descriptions provided. Please note that Company is not in a position to provide such advice and/or training.

MISCELLANEOUS

Language

This Agreement is supplied in English and Company will continue to communicate with Client in English for the duration of this Agreement. However, where possible, Company will communicate with Client in other languages in addition to English.

Tax implications

Without limitation, Company does not accept liability for any adverse tax implications of any Operation whatsoever. Nothing in this Agreement will exclude or restrict any duty or liability Company may have to Client under applicable law and regulations, which may not be excluded or restricted thereunder.

Islamic Accounts

In the event of a Client who due to its observance of Islamic religious beliefs cannot receive or pay interest, such Client may elect to designate, in the manner provided by Company as this may be altered from time to time, their Account to be a swap-free Account not charged with or entitled to, premiums and/or rollovers and/or interest ("Islamic Account"). Client hereby confirms and/or accepts that a request to render their Account as Islamic shall only be made due to the said Islamic religious beliefs and for no other reason whatsoever. Company reserves the right to refuse accepting the Client's request to designate their Account as an Islamic Account, upon its sole and absolute discretion, which shall be conclusive and undisputable upon Client. In the event that Company suspects that Client is abusing the rights conferred to them by the classification of the Account as Islamic Account, Company has the right, without prior notice, to proceed with one or more of the following:

Company may add commission upon each and every one of the Operations executed on the Islamic Account; and/or

Company may cancel the special rights and/or conditions conferred to the Account due to its classification as Islamic Account, recall the designation of the Account as Islamic Account and render it a normal Account; and/or

Company may restrict and/or prohibit Client from hedging their positions; and/or

Company may, upon its sole discretion, close any open positions and reinstate them upon the then real market price. Client hereby, acknowledges that they shall bear all costs derived from the aforementioned action, including but not limited to, the cost on the change of the spread

Single agreement

This Agreement, the particular Terms applicable to each Operation entered into under this Agreement, and all amendments to any of them shall together constitute a single agreement between Company and Client. Both Parties acknowledge that all Operation entered into on or after the date this Agreement takes effect are entered into in reliance upon the fact that the Agreement and all such terms constitute a single agreement between Company and Client.

Recording of calls

Company may record phone conversations without use of a warning tone to ensure that the material terms of the Services, and any other material information relating to the Services promptly and accurately recorded. Such records will be Company's sole property and accepted by Client as evidence of the orders or instructions given.

Company's records

Company's records, unless shown to be wrong, will be evidence of Client's dealings with Company in connection with Services. Hereby Client confirms he/she will not object to the admission of Company's records as evidence in any legal proceedings because such records are not originals, are not in writing nor are they documents produced by a computer. Client will not rely on Company to comply with Client's record keeping obligations, although records may be made available to Client on request at Company's absolute discretion.

Rights and remedies

The rights and remedies provided under this Agreement are cumulative and not exclusive of those provided by law. Company shall be under no obligation to exercise any right or remedy either at all or in a manner or at a time beneficial to Client. No failure by Company to exercise or delay by Company in exercising any of Company's rights under this Agreement (including any Operation) or otherwise shall operate as a waiver of those or any other rights or remedies. No single or partial exercise of a right or remedy shall prevent further exercise of that right or remedy or the exercise of another right or remedy.

Set-off

Without prejudice to any other rights to which we may be entitled, Company may at any time and without notice to Client sets off any amount (whether actual or contingent, present or future) owed by Client to Company against any amount (whether actual or contingent, present or future) owed by Company to Client. For these purposes, Company may ascribe a commercially reasonable value to any amount which is contingent or which for any other reason is unascertained.

Partial invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

Prohibited Trading

No employee and/or former employee who currently works or used to work on a full time or part time basis for Company or any of its related entities shall, during the term of the employee and/or former employee's service to Company or any of its related entities and after termination of service become a client of Company (either directly or indirectly, alone or with partners, associates, affiliates or any other third party) without Company's prior written approval. Should Company consider that the employee and/ or former employee is trading with Company without the Company prior written approval personally and/or via a third party Company shall consider all the trading to be abusive and/or improper trading. In such circumstances the employee and/or former employee's trading account(s) and all open positions shall be closed immediately and any funds held within the account shall be confiscated. No business associate or former business associate of Company or any of its related entities shall, during the period of the agreement between the associate/former business associate and Company and after termination of such agreement, become a client of Company (either directly or indirectly, alone or with partners, associates, affiliates or any other third party) without Company prior written approval. Should Company consider that the associate/former business associate is trading with Company without Company prior written approval personally and/or via a third party Company shall consider all the trading to be abusive and/or improper trading. In such circumstances the relevant associate/former business associate's trading account(s) and all open positions shall be closed immediately and any funds held within the account shall be confiscated.

One-Click Trading Disclaimer

Hereby Client confirms that Client's current version of the terminal enables Client to choose between the following modes for order submission. Client agrees that he/she will be bound by the procedures and conditions specified herein with respect to each such mode.

1. The Default mode for order submission is a two-step process. Using the Default mode, Client first invoke a new order window. Then Client needs to select an appropriate order type, its parameters and confirm order submission by clicking either Buy, Sell, Place, Modify or Close buttons depending on particular order type selected and Client's trading intentions. Using the Default mode, Client's order will not be submitted until Client has completed both of the aforementioned steps.

2. The One Click Trading mode for order submission ("One-click trading") is a one-step process. Using the One Click Trading mode, Client's order will be submitted when Client:

- single-click either bid (SELL) or ask (BUY) rate buttons either:
- on the Trading tab in the Market Watch window;
- on the One Click Trading panel of a chart;
- close pending orders or delete stop levels on the Trade tab of the Terminal window.

THERE WILL BE NO SUBSEQUENT CONFIRMATION PROMPT FOR CLIENT TO CLICK. CLIENT WILL NOT BE ABLE TO WITHDRAW OR CHANGE CLIENT'S ORDER ONCE CLIENT CLICK. UNDER NORMAL MARKET CONDITIONS AND SYSTEM PERFORMANCE, A MARKET ORDER WILL BE PROMPTLY FILLED AFTER SUBMISSION AND CLIENT WILL HAVE ENTERED INTO A BINDING TRANSACTION.

Client can activate or deactivate One Click Trading mode on the Trade tab of Options window of the terminal.

By selecting the One Click Trading mode, Client understands that Client's orders will be submitted by clicking the bid or ask rate button or in any other way described above, without any further order confirmation. Client agrees to accept all risks associated with the use of the order submission mode Client has chosen, including, without limitation, the risk of errors, omissions or mistakes made in submitting any order.

Client agrees to fully indemnify and hold harmless Company from any and all losses, costs and expenses that it may incur as a result of any such errors, omissions or mistakes by Client, Client's trading manager or any other person trading on Client behalf.

Term and Termination

This Agreement is an official offer (public offer) and implies the intention of Company to conclude an agreement with any person who accepts all Terms hereof by the registration on the Site, except when the Services cannot be provided for technical, legal or other reasons according to the law and regulation applicable to this Agreement and/or under the laws of any jurisdiction that applies to Client or Company.

This Agreement is concluded by the Parties for an indefinite period and shall be deemed as terminated after full blocking of the Client's Account.

Company may terminate this Agreement immediately without any prior notice in case of the Client's or Client's incapability as soon as Company becomes aware of the Client's death or Client's incapability. In case of the Client's death the right to withdraw funds from the Client's Account is transferred to heirs in due order or to heirs by will. The right to use the Client's Account and the right to execute Operations are not inherited.

Addition 1 to the Terms & Conditions

Technical Terms and Conditions

1. Processing Client's requests and orders for performance of Operation.

1.1. Processing Client's requests and orders have the following structure:

- after Client makes a request or order, the request is tested for its correctness in the on Site platform;
- the on Site platform sends the Client's request or order to the server;
- after the Client's request or order is received by the server it is tested for correctness;
- the server, after proceeding the Client's order or the request, sends the results to the on Site platform. If connection between the on Site platform and the server is routed, the on Site platform will receive the results of the Client's order or the request and process will be done.

1.2. The processing time may vary and depends on the quality of the communication between the on Site platform and the server, as well as on the market conditions. In normal market conditions the processing time usually varies between 1-4 seconds. In some cases and market conditions that differ from normal, the processing time can be higher than 4 seconds.

1.3. The server may refuse to the Client request or order in the following cases:

- if Client sends the request or order before the first quote in the on Site platform on the market opening;
- if there is not enough funds on the Client's Account for opening a new position;
- if Client sends the request before the opening of the trading session;
- when market conditions differ from normal;
- as well as in cases of technical errors or as a result from any money management limitations (minimal or maximal rates, etc).

1.4. When working with the on Site platform Client may only use one browser tab. In the case of multiple browser tabs Client information and results of Operations can be adjusted and/or abolished.

1.5. Client recognizes that information on balance of the Client's Account reflected by Company on the Site platform, and also about Client's Operations and their results, is complete and indisputable. Client has no right to demand from Company of entering of any changes into information reflected on the Site platform, just as has

no right to demand from Company any compensation of any funds which expected by Client as a result of any Operations which aren't reflected by Company on the Site.

2. Quotes

2.1. Client acknowledges that the only reliable source of quote flow information is the main server for Clients. The information contained in quotes on the Site platform cannot serve as a reliable source of information about the real quotes flow, as in the case of unstable connection between the on Site platform and the server part of the quotes may not reach the on Site platform.

2.2. The graphs displayed on the Site platform are indicative. Thus Company does not guarantee that the transaction as a result of the Operation will be made at the same prices specified in the on Site platform at the time of the Client's transactions.

2.3. The price displayed on the trading platform is formed by the formula $(\text{Bid} + \text{Ask}) / 2$.

2.4. Non-Market quotation

2.4.1. Non-Market quotation — the price specified in the on Site platform without the corresponding price on the market at a given time.

2.4.2. If Company has executed a Client's request or order for non-market quote, Company is charged with the responsibility for correction of financial transactions between erroneous positions and closing of the actual market price, corresponding to the time of closing of the non-market quotation.

2.4.3. In the event that Client request or order to the opening position was executed at non-market quote, Company reserves the right to cancel the financial result for such a position.

3. Processing of Client's orders for position opening

3.1. If the amount of available on the Client's Account funds is sufficient to open a position — the position will be opened.

3.2. If the size of the available on the Client's Account funds is insufficient to open a position — the position won't be opened.

3.3. The Client's order to open a position is deemed as proceed, and the position is opened only after the corresponding entry in the server log file. Each new position is assigned with a serial number.

3.4. Closing trading position occurs at the current price.

4. OTC Assets

4.1. OTC Assets or "over the counter" assets are any assets that traded out of the regular market.

4.2. OTC Assets price are formed on the basis of information of the Client's orders received by Company.

4.3. Client acknowledges that by making deals on OTC Assets, Client understands the essence of the work of OTC Assets.

4.4. Client acknowledges that by transfer of orders to Company on OTC Assets, Client admits that the only reliable source of quoting information is the server that supporting of Clients.

4.5. Bitcoin, Ethereum and Litecoin Assets are assets that traded out of the regular market.

4.6. The prices of Bitcoin, Ethereum and Litecoin Assets are based on average quote provided by cryptocurrency exchanges.

4.7. Client acknowledges that by making deals on Bitcoin, Ethereum and Litecoin Assets, Client understands the essence of the work of Bitcoin, Ethereum and Litecoin Assets.

4.8. Client acknowledges that by transfer of orders to Company on Bitcoin, Ethereum and Litecoin Assets, Client admits that the only reliable source of quoting information is the server that supporting of Clients.

5. Fraud

5.1. If Company discovers fraud schemes such as:

5.1.1. Fraud associated with credit card transactions and any other ways to remit a balance of credit cards that do not belong to Client;

5.1.2. Fraud associated with the use of software for false trading results;

5.1.3. Fraud associated with errors and system failures for false trading results;

if Client will be caught in fraud by Company or any other authorities, Client's Account will be blocked by Company without the possibility of further Operations with Client's Account and all payments to Client will be cancelled. Company has the right to attract law enforcement authorities for investigation if any fraudulent methods to obtain payment will be used by Client.

Any using an unfair advantage or influence (commonly known as cheating), including a decompilation, reverse engineering, any implantations to the client—server relationship, exploitation of bugs, loopholes or errors in software, any hack, database security violation, the use of automated players (also known as 'bots'); or the exploitation of an 'error' are strictly prohibited by Company. If such using will be revealed by Company Client's Account will be blocked without any prior notice. Client will not be able to use Services anymore, all payments to Client will be cancelled and any Client's fund and deposit will be seized.