

Paramount Markets Limited

Client Terms and Conditions Agreement
January 2024

1.Introduction

1.1 Paramount Markets Limited (the “Company”, “we”, “us”, “our”, or “ours”), is a company incorporated according to the laws of Saint Lucia under number 2023-00643. Located on the island of Saint Lucia, with our Registered Address at Ground Floor, The Sotheby Building, Rodney Village, Gros-Islet, Saint Lucia.

1.2 The Company provides investment services, in particular trading in financial instruments in relation to Foreign Exchange (“Forex”) and Contract for Difference (“CFD”) contracts (the “Services”)

1.3 This Client Agreement (the “Agreement”) is between you (“Client”, “you”, “your”, or “yours”) and the Company and sets out the basis upon which the Company will provide you with the Services. By accepting this Agreement, You hereby agree and irrevocably accept the terms and conditions contained hereto, its annexes and/or appendices as well as other legal documentation published on our Site or that have been provided to You.

1.4 This Agreement comes into effect on the date the Company accepts Your application for an Paramount Markets Limited live trading account (the “Account”), and for any new version thereafter, on the date the Company notifies You. The Agreement will remain in force unless terminated in accordance with the terms contained herein. You should read this Agreement carefully and seek professional independent advice if necessary.

1.5 All persons applying for an Account shall be deemed to have read and accepted this Agreement. The Company reserves the right to amend, modify, update and change any of the terms and conditions of this Agreement, from time to time, and notify You of any such significant amendment, modification or change. Your continued use of the Services and/or the Account after the notice will be deemed to constitute Your acceptance of the changes to this Agreement. If You do not agree to be bound by the terms and conditions

of this Agreement please cease using the Services immediately and inform us in writing at the following email address info@fx-paramount.com

1.6 In the event of a conflict between this Agreement expressed in English and the Agreement expressed in any other language, the Agreement in English is the governing version and shall prevail over the versions expressed in any other language. If this Agreement is provided to You in any language other than English, please note it is for informational purposes only and that the governing language of the Agreement and of any dispute arising hereunder is English.

2. Communication with us

2.1 You may communicate with us in writing, by email or other electronic means, or orally by telephone. The language of communication shall be English, and You will receive documents and other information from us in English. However, where appropriate and for Your convenience, we will endeavor to communicate with You in other languages. Our Site contains further details about us and our Services, and other information relevant to this Agreement. In the event of any conflict between the terms of this Agreement and our Site, this Agreement will prevail.

2.2 For any questions You may contact the Company via the following means:

Address: Ground Floor, The Sotheby Building, Rodney Village, Gros-Islet, Saint Lucia.

Email: info@fx-paramount.com

2.3 Telephone conversations between the Client and the Company will be recorded and retained by the Company in accordance with the Company's Privacy Policy. The Client

accepts such recordings as conclusive evidence of the Orders (defined below) or conversations so recorded.

2.4 You will not rely on us to comply with Your record keeping obligations, although records may be made available to You on request in our absolute discretion. You will not object to the admission of our records as evidence in any legal or regulatory proceedings because such records are not originals, are not in writing or are documents produced by a computer.

In accordance with its Privacy Policy, the Company will keep records containing Client personal data, trading information, account opening documents, communications and anything else which relates to the Client for at least five years after termination of the Agreement or a Transaction (defined below).

3. Definitions and Interpretations

3.1 In this Agreement, the following words and phrases shall (unless the context otherwise requires) have the meanings set out beside them:

“Access Data” shall mean the Username and Password given by the Company to the Client for accessing the Company’s electronic systems.

“Account” shall mean a personal account opened by an individual, solely for such individual to enable such individual to use the Services provided by the Company.

“Application Form” shall mean the application form/questionnaire completed by the Client online in order to apply for the Company’s Services under this Agreement, via which the Company will obtain amongst other things information for the Client’s identification and due diligence, in accordance with applicable regulations.

“Affiliate” shall mean in relation to the Company, 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; and “control” means the power to control, directly or indirectly, direct, or the presence of any ground to manage the affairs of the Company or entity.

“Ask” shall mean the higher price in a Quote at which the price the Client is willing to buy.

“Balance” shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.

“Bar/Candle” shall mean a Chart element, which shows opening and closing prices, as well as lowest and highest prices for the definite period of time (for example, 1 minute, 5 minutes, a day, a week).

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

“Balance Currency” means the currency that the trading account is denominated in and all charges including spreads, commissions and swaps, are calculated in that currency.

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

“Business Day” shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other Saint Lucia or international holidays to be announced on the Company’s Site.

“CFD” shall mean a contract for difference. A financial instrument which is derived based on the fluctuation in the price of the underlying asset.

“Client” shall mean anyone who registers via the Company’s Site and opens an Account.

“Client Account” shall mean the exclusive personalized account of the Client consisting of all Completed Transactions, Open Positions and Orders in the Company’s Online Trading System, the balance of the Client money and deposit/withdrawal transactions of the Client money.

“Client Funds” means money deposited by the Client in his/her Trading Account, plus or minus any unrealized or realized profit or loss or loans, plus or minus any amount that is due by the Client to the Company and vice versa.

“Client Terminal” shall mean the platform trading facilitates including (but not limited to) web and mobile traders, which are used by the Client in order to obtain information on underlying markets in real-time, to make technical analysis of the markets, make Transactions, place / delete / modify Orders, as well as to receive notices from the Company and keep record of Transactions.

“Closed Position” shall mean the opposite of an Open Position.

“Company Online Trading System” shall mean the Software used by the Company which includes the aggregate of its computer devices, software, databases, telecommunication hardware, mobile application, a trading platform, all programs and technical facilities providing real-time Quotes, making it possible for the Client to obtain information of Underlying Markets in real time, make technical analysis on the markets, enter into Transactions, place / delete / modify Orders, receive notices from the Company and keep record of Transactions and calculating all mutual obligations between the Client and the Company. The Company Online Trading System consists of the Server and the Client Terminal.

“Completed Transaction” shall mean two counter deals of the same size (opening a position and closing a position), buy then sell and vice versa.

“Contract Specifications” shall mean the principal trading terms in CFDs (for example these may include Margin, Spread, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, Normal Market Size, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, trading sessions ticket fees for Swap Free Client Accounts, Company Costs, charges, minimum deposit requirements for different types of Client Accounts etc.) for each type of CFD and /or type of Client Account as determined by the Company from time to time in its discretion. The Contract Specifications appear on the Site of the Company.

“Currency of the Client Account” shall mean the currency that the Client Account is denominated in.

“Currency Pair” shall mean the object or Underlying Asset of a CFD Transaction based on the change in the value of one currency against the other. A Currency Pair 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.

“Day Order” shall mean a Pending Order which is automatically deleted at the end of the trading session if not executed at the desired quote.

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

“Error Quote” or “Spike” shall mean an error Quote having the following characteristics:

1. a significant Price Gap; and

2. in a short period of time the price rebounds with a Price Gap; and
3. before it appears there have been no rapid price movements; and
4. before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released.

“Event of Default” shall have the meaning given in paragraph 17.

“Expert Advisor” shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform/system. It can be programmed to alert the Client of a trading opportunity and can also trade on his account automatically by setting specific trading parameters and by managing all aspects of trading operations from sending orders directly to the Company Online Trading System to automatically adjusting stop loss, trailing stops and take profit levels.

“FATCA” – Foreign Account Tax Compliance Act

“FFI” – Foreign Financial Institution

“Financial Markets”, means international financial markets in which currency and other financial assets exchange rates are determined in multi-party trade.

“Flat Market” shall mean market condition when quotes are received by a terminal rarely for an extended period of time in comparison to normal market conditions. Such market conditions is typical during Christmas holidays, national holidays in the G7 countries, from 20:00 till 00:00 GMT +0 etc.

“Floating Profit/Loss” shall mean current profit/loss on Open Positions calculated at the current Quotes (adding/deducting any commissions or fees if applicable).

“Force Majeure Event” shall have the meaning as set out in paragraph 18.

“Free Margin” shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: Equity less (minus) Necessary Margin (Free margin =Equity- Necessary Margin).

“GTC (Good Till Canceled)” shall mean order, that has force until a Client will send an instruction to cancel the order.

“Initial Margin” shall mean the initial amount of capital a Client is required to deposit in order to open a leveraged position.

“Instant Execution” shall mean execution mechanism when a Client sees a real-time stream of quotations of the Company, thus a Client may proceed with desired transactions.

“Hedged Margin” shall mean funds which are necessary to open and support a hedged position.

“Hedging” shall mean protecting a specific trading position by making balancing or compensating transactions.

“Illegal Actions” shall mean illegal, unlawful, fraudulent, money laundering or other improper activities, as well as breaking into the Site, or attempting to do the same.

“Indicative Quote” shall mean a Quote at which the Company has the right not to accept any Instructions or execute any Orders.

“Instruction” shall mean an instruction from the Client to the Company to open or close a position or to place or delete an Order.

“KYC Process” or “Due Diligence” shall mean any “Know Your Client” process required to be made by the Company under the Prevention and Suppression of Money Laundering Activities Law and all Applicable Regulations and Directives, and which are designed to identify the Client, verify the identity of the Client, perform background checks on the Client, construct an economic profile of the Client and assess the appropriateness of the Services to the Client.

“Leverage” is offered by investment firms to maximize traders’ buying power by giving them the ability to deposit a small amount of funds and trade larger volumes. Leverage is expressed as a ratio form, so if it is 1:30 for example, a trader’s buying power is magnified by 30 times. Leverage provides both more buying power but also increases the same time one may have multiplied losses as well risk of losing funds.

“Limit Order” shall mean a Client’s request to buy or sell a financial asset when the market price reaches the price specified in the order. The price indicated in Limit Order is always higher than the current market price.

“Long Position” shall mean a buy position that appreciates in value if Underlying Market prices increase. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

“Lot” shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

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

“Maintenance Margin” shall mean the amount of capital that must be available in the Account to keep a leveraged trade open.

“Margin” shall mean the necessary guarantee funds so as to open or maintain Open Positions for each type of CFD.

“Margin Call” shall mean the situation when the Company informs the Client to deposit additional Margin or to close certain trading positions, when the Client does not have enough Margin to open new positions or maintain open positions.

“Margin Level” shall mean the percentage of Equity to Necessary Margin ratio. It is calculated as: $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$.

“Margin Trading” shall mean Leverage trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size.

“Market Execution” shall mean execution which carried out according to client’s orders, but the execution price is not guaranteed

“Market Opening” shall mean the resumption of trade after the weekends, holidays or after a break between trading sessions.

“Modification” shall mean Client’s request for order level change. The order is considered to be modified after the relevant note appears in server data base.

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

“Necessary Margin” shall mean the necessary margin required by the Company so as to maintain Open Positions, for each type of CFD.

“Negative Balance Protection” shall mean even if markets move rapidly against a client’s trades causing capital loss in his/her account, the balance will not go below 0 and the client shall not lose more than the invested amount.

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

“Non-market Quote” / “Spike” / “Error Quote” shall mean a quote that satisfies one of the following conditions:

- a) it involves a substantial price gap;
- b) within a short period of time the price returns to its initial level with the formation of a price gap;
- c) price behavior was not volatile before the appearance of said price;
- d) the quote differs from quotes from other major market participants by more than 10%; the quote appeared during non-trading hours for the underlying asset;
- e) at the time of the quote’s appearance there were no macroeconomic events and/or corporate news that were significantly affecting the instrument’s exchange rate. The Company may delete quotes that are characteristic of a non-market quote from the Server’s Quote Base.

“Non-trading Operations” include depositing/withdrawing funds from the Client’s trading account, changing passwords, changing leverage, and filing a complaint.

“Normal Market Conditions/ Normal market” shall mean the market where:

- i. there are no considerable breaks in the Quotes Flow in the Trading Platform; and
- ii. there is no fast price movement; and
- iii. there is no Price Gap.

“Open Position” shall mean any position which has not been closed, a Long Position or a Short Position which is not a Completed Transaction.

“Order” shall mean an instruction from the Client to the Company to open or close a position when the price reaches the Order Level.

“Order Level” shall mean the price indicated in the Order.

“Order’s Ticket” shall mean unique identical number assigned in trading system to each of open positions or delayed order.

“Over The Counter (OTC)” means any Contract concerning a commodity, security, currency or other financial instrument or property which is not traded on a regulated stock or commodity exchange but “over the counter”.

“Parties” shall mean the parties to this Client Agreement – the Company and the Client.

“Pending Order” shall mean client’s instruction to open a position when the market price reaches the order level.

“Pip” shall mean the smallest increment of change in a foreign currency price, either up or down.

“Politically Exposed Person” means a natural person who is or who has been entrusted with prominent public functions in the Republic or in another country, an immediate close relative of such person as well as a person known to be a close associate of such person. For the purpose of the present definition, ‘prominent public function’ means any of the following public functions:

- a) heads of State, heads of government, ministers and deputy or assistant ministers;
- b) members of parliament or of similar legislative bodies;
- c) members of the governing bodies of political parties;
- d) members of supreme courts, of constitutional courts or of other high-level judicial bodies, the decisions of which are not subject to further appeal, except in exceptional circumstances;
- e) members of courts of auditors or of the boards of central banks;
- f) ambassadors, chargés d’affaires and high-ranking officers in the armed forces;
- g) members of the administrative, management or supervisory bodies of State-owned enterprises;
- h) directors, deputy directors and members of the board or equivalent function of an international organisation;
- i) mayor:

No public function referred to in points (a) to (i) shall be understood as covering middle-ranking or more junior officials. Furthermore, ‘close relatives of a politically exposed person’ includes the following:

- a) the spouse, or a person considered to be equivalent to a spouse, of a politically exposed person;
- b) the children and their spouses, or persons considered to be equivalent to a spouse, of a politically exposed person;
- c) the parents of a politically exposed person;

Finally, 'persons known to be close associates of a politically exposed person' means natural person:

- a) who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a politically exposed person;
- b) who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the de facto benefit of a politically exposed person.

"Price Gap" shall mean the following:

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

"Quote" shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

"Quote Currency" shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

"Quotes Base" shall mean Quotes Flow information stored on the Server.

"Quotes Flow" shall mean the stream of Quotes in the Company Online Trading System for each CFD.

"Request" shall mean a request from the Client to the Company given to obtain a Quote. Such a Request does not constitute an obligation to make a Transaction.

"Services" shall mean the services to be provided by the Company as per the activities offered on the Site and/or through the System.

“Short Position” shall mean a sell position that appreciates in value if underlying market prices fall. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

“Site” shall mean the domain and/or any mobile site and/or any mobile application owned, operated or hosted by the Company under the brand “Paramount Markets Limited”.

“Slippage” shall mean the difference between the expected price of a Transaction in a CFD, and the price the Transaction is actually executed at. Slippage often occurs during periods of higher volatility (for example due to significant news, or macro or microeconomical events) making an Order at a specific price impossible to execute, when market orders are used, and also when large orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.

“Spread” shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.

“Swap” shall mean the interest added or deducted for holding a position open overnight.

“System” has the meaning attributed to it in paragraph 40 of this Agreement.

“Stop Out Level” shall mean an equity level in %, which if reached, the trading platform shall start to close positions one by one automatically (starting from the largest loss position) until the equity level requirement is met.

“Trading Platform Time Zone” shall mean the time zone in which the Server Log-File records any event. At the time of the release of this document the Trading Platform Time Zone is GMT +0.

“Trailing Stop” shall mean a stop-loss order set at a percentage level below the market price – for a long position. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached “trailing” amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price doesn’t change, and a market order is submitted when the stop price is hit.

“Transaction” shall mean any CFD or Forex transaction transmitted for execution on behalf of the Client or entered into with the Client or executed on behalf of the Client under this Agreement.

“Transaction Size” shall mean Lot Size multiplied by number of Lots.

“Volume of Trade /Trading Volume” shall mean the product of the number of lots on the lot size.

“Underlying Asset” shall mean the underlying asset in a CFD which may be Currency Pairs, equity indices, metals, commodities and forwards or any other asset available for CFD trading with the Company according to the Company’s discretion from time to time.

“Underlying Market” shall mean the relevant market where the Underlying Asset is traded.

“US Reportable Persons” – In accordance to FATCA, a US Reportable persons is:

- a) US citizen (including dual citizen)
- b) a US resident alien for tax purposes
- c) a domestic partnership
- d) a domestic corporation
- e) any estate other than a foreign estate

f) any trust if: (i) a court within the United States is able to exercise primary supervision over the administration of the trust; (ii) one or more United States persons have the authority to control all substantial decisions of the trust; and/or (iii) any other person that is not a foreign person

“We”, “Our” or “Us” shall mean the Company, its subsidiaries, affiliates, employees, directors, officers, agents, suppliers, consultants and/or contractors.

“You” or “Your” or “Client” shall mean any user of the Site who registers and opens an account.

3.2 Capitalized terms not specifically defined in this paragraph shall have the meaning awarded to them in the body of this Agreement.

3.3 Capitalized terms not specifically defined herein shall, where relevant, have the meaning awarded to them in the relevant document incorporated in this Agreement by reference.

3.4 References to this Agreement shall be to this Agreement together with all documents incorporated by reference to this Agreement forming an integral part of the same.

4. Subordination to the Agreement and the Binding Effect Thereof

4.1 Anyone registered at the Company’s Site, in accordance with the procedure specified hereafter, or participating in one of the Site’s proposed activities, or uses the

information published on the Site, accepts upon themselves, in free will and consent, the Agreement's authority, agrees to be bound by the Agreement, undertakes to act pursuant to the Agreement's stipulations and to the rules specified therein, as they will be updated from time to time, without any reservation.

4.2 This Agreement is legally binding and shall conclusively govern the relationship between the Company and the Client. Pursuant to and in accordance with applicable laws where this Agreement is concluded as a distance contract, according to the terms herein, signing of this Agreement is not necessary and the Agreement shall nevertheless constitute a legally binding and enforceable agreement as if it were duly signed.

You acknowledge and understand that the Company has the right to amend the terms of this Agreement, in accordance with Paragraph 15 hereof.

5. Who May Use the Company SERVICES

5.1 Using the Services is permitted solely if You comply with all the following:

a) On the registration date, You are eighteen (18) years old or older, or of legal age as determined by the laws of the country where You live in (whichever is higher);

b) You are the owner of a valid payment method (or authorized to use a valid payment method by the owner of that valid payment method); and

c) You do not violate any law or regulation as a result of using the Services. In this context it will be stressed, that if You reside or are present in any jurisdiction that prohibits using the Services offered on the Company's Site, You shall not participate in the prohibited activity;

d) You understand the risk involved when trading leveraged complex products;

e) You can afford to lose Your entire invested capital.

5.2 The Services are intended only for users who are not prohibited by the laws of any applicable jurisdiction from using the Services. The Company does not intend to enable You to contravene applicable law. You represent, warrant and agree to ensure that Your use of the Site and/or the Services will comply with all applicable laws, statutes and regulations. The offering or availability of the Services shall not be deemed or interpreted as an offer or invitation by Us to use the Services, if You reside in a place in which such use is currently forbidden by law, or where the Company, in its sole discretion, elects not to offer Services. You shall be solely responsible for determining whether Your use of the Site and/or Services is legal in the place where You live and/or use the Company's Site and/or Services. We make no representations or warranties, expressed or implied, concerning the legality of the Services and/or of the Company's Site and/or of any person's participation in the Services through this Site, and shall not be responsible for any illegal use of the Site by You. It is Your responsibility to ensure that You comply with any and all laws applicable to You before registering or participating in any of the Services through the Company's Site.

5.3 You should consult with legal counsel in the applicable jurisdiction about the legality of Your use of the Company's Site and/or the Services.

5.4 Employees, directors and officers of the Company, as well as members of their families, affiliates or subsidiaries, and all other persons connected, directly or indirectly, to the computer systems or the security system employed by the Company, as well as any person involved in the operation of this Site and the establishment thereof, including, but not limited to advertising, promotion and fulfilment agencies, insurers and legal advisers, webmasters and web suppliers and family members thereof, are not entitled to participate in any of the Services. For the sake of good order it is clarified that person who is not entitled to participate as aforesaid – as well as any other person who

substitutes such excluded person – is also not entitled to any of the money afforded or referred to by this Site, and the Company reserves the right to shut down its account and seize any funds held in such account.

5.5 The Company reserves the right at any time to make additional enquiries to establish that the use of the Services by You, complies with the terms of this Paragraph and reserves the right to suspend or cancel Your Account and exclude You, temporarily or permanently, from using the Services if satisfactory feedback is not provided or if the Company suspects that You are using the Services in a way that it is contrary to the provisions of this Paragraph. In any such case, the Company reserves the right to close Your Account and the Balance in Your Account will be returned to the source of original deposit.

6. Client Account Opening Procedure

6.1 In order to use the Trading Platform and our Services, each prospective client fills in and submits a duly completed Application Form together with all the identification documentation requested by the Company. The Company will perform all internal Company checks (including without limitation anti-money laundering checks). The Company will send the prospective client a notice informing them whether they have been accepted as a Client of the Company or not. The Agreement will take effect and commence on the date on which the Client receives a notice from the Company informing them that they have been accepted as the Company's Client and that a Client Account has been opened for them. It is understood that the Company is not to be required (and may be unable under applicable regulations) to accept any person as its client until all documentation it requires has been received by the Company, properly and fully completed by such person, and all internal Company checks have been completed to the Company's satisfaction.

6.2 In the event that You are accepted by the Company as its Client, the Company will open a Client Account for You, which will be activated upon the depositing the minimum initial deposit or other amount in other currency (according to the Currency of the Client Account) as determined by the Company in its discretion from time to time.

6.3 You agree and undertake to:

a) notify us of any changes to Your personal and financial information by emailing domain@website.com;

b) provide true, accurate, current and complete registration data as prompted by the registration process;

c) maintain and promptly update the registration data to keep it accurate, current and complete by emailing using the email address which You created Your Account, any changes to domain@website.com; and

d) ensure that You log out from Your Account at the end of each session on the Site;

e) We may carry out credit and other checks from time to time as we deem appropriate. Your registration data or other information may be used in the prevention of money laundering or terrorist financing or fraud as well as for the management of Your account. You authorize us to use Your registration data and other information to perform the above checks in relation to Your application process;

6.4 In the event we become aware of any illegal activity, impropriety in the registration data or failure of any due diligence requirement, we may freeze Your account. Should such an event occur we may not be in a position to release funds and may not be able to carry out subsequent instructions from You.

7. NO Advice

7.1 The Client alone will enter into Transactions and will take relevant decisions based on their own judgment. In asking the Company to enter into any Transaction, the Client represents that they have been solely responsible for making their own independent appraisal and investigation into the risks of the Transaction. They represent that they have sufficient knowledge, market sophistication, professional advice and experience to make their own evaluation of the merits and risks of any Transaction. The Company gives no warranty as to the suitability of the products traded under this Agreement and assumes no fiduciary duty in its relations with the Client.

7.2 The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction if they are in any doubt as to whether they may incur any tax liabilities. The Client is hereby warned that tax laws are subject to change from time to time.

8. Market Commentary

8.1 The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Site or provide to subscribers via its Site or otherwise) with information, educational content, news, market commentary or other information but not as a service. Where it does so:

a) the Company will not be responsible for such information;

b) the Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction;

c) this information is provided solely to enable the Client to make their own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;

d) 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, the Client agrees that they will not pass it on to any such person or category of persons;

e) the Client accepts that prior to dispatch, the Company may have acted upon itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that they will receive such information at the same time as other clients.

8.2 It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

8.3 The Company gives no warranty as to the suitability of the products traded under this Agreement and assumes no fiduciary duty in its relations with the Client.

8.4 Where the Company does provide You with any commentary, marketing materials or other related information this is incidental to the relationship between You and Us, is provided for information purposes only and is provided solely to enable You to make Your own investment decisions. Further as the aforementioned is for information and marketing communication purposes only and We cannot warrant and guarantee the accuracy of it. We will not be held liable for any losses, costs, expenses or damages that You may suffer arising from any inaccuracy or mistake in any information given to

You. We are not responsible for the consequences of You acting upon such commentary, marketing materials or other related information.

9. Currency Conversions

9.1 The Company is entitled, without prior notice to the Client, to effect any currency conversions which it deems necessary or desirable in order to make a deposit into the Client Account in the Currency of the Client Account or comply with its obligations or exercise its rights under this Agreement or complete any specific Transaction or Order. Any such conversion shall be made by the Company at reasonable exchange rates as the company shall select, having regards to the prevailing rates.

9.2 The Client will bear all foreign currency exchange risk arising from any Transaction or the exercise by the Company of its rights under the Agreement or any law.

10. Commissions, Charges and Other

Costs

10.1 The provision of Services is subject to the payment of costs, fees, commissions, daily funding for trades, charges to the Company (the “Costs”), which are set out in the Contract Specifications or on the Company Site. In addition to Costs, other commissions and charges may be due by the Client directly to third parties. The Client shall be obliged to pay all such Costs.

10.2 Certain types of Costs may appear as a percentage of the value of the financial instrument, therefore the Client has the responsibility to understand how Costs are calculated.

10.3 When providing a Service to a Client, the Company may pay or receive fees, commissions or other non-monetary benefits from third parties or Affiliates.

10.4 The Client shall be solely responsible for all filings, tax returns and reports on any Transactions 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 any Transaction.

10.5 The Client undertakes to pay all stamp duties and other expenses relating to this Agreement and any documentation which may be required for the currying out of the transactions under this Agreement.

10.6 The Company may vary its Costs from time to time in its sole discretion. The Company will provide to the Client, where reasonable, with a written notice informing of any changes that come into effect. The Client acknowledges that all information as well as subsequent updates relating to Contract Specifications shall be found online on the Site. Further, the Client acknowledges that it is their sole responsibility to remain informed of any subsequent updates and/or amendments on this matter.

11. Confirmations and Statements

11.1 Information on Order(s) status, Client Account status, Trade Confirmations and messaging facility between the Company and the Client will be sent to the Client either in electronic form by e-mail to the email address which the Company will have on record and/or provided via its internal system of the Company Online Trading Platform.

The Client is obliged to provide the Company with e-mail address for the purpose of the above paragraph.

11.2 It is the Client's responsibility to inform the Company of any change to their email address (or any other relevant personal information), the non-receipt of a Confirmation, or whether any Confirmations are incorrect before settlement.

11.3 If the Client has a reason to believe that the Confirmation is inconsistent or if the Client does not receive any Confirmation (though the Transaction was made), the Client shall contact the Company. Trade confirmations shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Company in writing to the contrary within one (1) Business Days following the day of receipt of the said Trade Confirmation.

11.4 The Company will provide the Client with an online access to their Client Account via the Company Online Trading Platform, which will provide them with sufficient information in order to manage their Client Account therefore the Company may not be providing the Client with separate statements.

11.5 Provided that an additional written agreement has been entered into in accordance with Section 31 of this Agreement, each Client will be able to extract a statement of the portfolio management activities carried out on behalf of the Client with all relevant details, including the contents and valuation of Client's investments, total amount of fees and charges and how the investments have performed during the reporting period from the client portal.

11.6 The Company may vary its Costs from time to time in its sole discretion. The Company will provide to Client, where reasonable, with a written notice informing of any changes that come into effect. The Client acknowledges that all information as well as subsequent updates relating to Contract Specifications shall be found online on the Site. Further, the Client acknowledges that it is their sole responsibility to remain informed of any subsequent updates and/or amendments on this matter.

12. Site, Company Online Trading System and Safety

12.1 The Client will avoid proceeding in any action that could probably allow the irregular or unauthorized access or use of the Company Online Trading Platform. The Client accepts and understands that the Company reserves the right, in its discretion, to terminate or limit his access to the Company Online Trading Platform or part of if the Company suspects that he allowed such use. More specifically without this being limitative, the Client accepts that the Company reserves the right to immediately terminate the Client's access to the Trading Platform in the event the Client voluntarily and/or involuntarily partakes in arbitrage unrelated to market inefficiencies.

12.2 When using the Company Online Trading Platform the Client will not, whether by act or omission, do anything that will or may violate the integrity of the Company computer system or Company Online Trading Platform or cause such system(s) to malfunction.

12.3 The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Company Online Trading Platform.

12.4 The Client is permitted to store, display, analyze, modify, reformat and print the information made available to him through the Company's Site or Company Online Trading Platform. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's express written consent. The Client must not alter, obscure or remove any copyright, trademark or any other notices that are provided in connection with the information. The Client represents and warrants that he will not use the Company Online Trading Platform in contravention of this Agreement, that he will use the

Company Online Trading Platform only for the benefit of his Client Account and not on behalf of any other person, and that he will not use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Company Online Trading Platform or automate the process of accessing or obtaining such information.

12.5 The Client agrees to keep secret and not to disclose any Access Data to any person.

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

12.7 The Client agrees that they will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of their Access Data.

12.8 The Client acknowledges that the Company bears no responsibility if unauthorized third persons have 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.

13. Personal Data, Confidentiality,

Recording of Telephone Calls and Records

13.1 The Company may collect Client information directly from the Client (in their completed Application Form or otherwise) or from other persons including, for example, credit reference agencies, fraud prevention agencies and the providers of public registers.

13.2 The Company will use, store, process and handle personal information provided by the Client (in case of a natural person) in connection with the provision of the Services, in accordance with the relevant applicable data protection laws, as amended (the “Data Protections Laws”). For the purpose of the Data Protection Laws the Company is considered the controller of the personal data it collects and process in relation to the Client.

13.3 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 of the Services and for marketing purposes (if the Client’s consent is obtained). Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

13.4 The Company has the right to disclose client information including recordings and documents of a confidential nature in the following circumstances:

- a) where required by applicable law or a competent Court;
- b) where requested by a regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
- c) to relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;

d) to execution venues or any third party as necessary to carry out Client Instructions or Orders and for purposes ancillary to the provision of the Services;

e) to credit reference and fraud prevention agencies and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence of the Client;

f) to the Company's professional advisors 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;

g) to other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;

h) to data reporting service providers;

i) to other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;

j) to market research call centers that provide telephone or email surveys with the purpose to improve the services of the Company;

k) where necessary in order for the Company to defend or exercise its legal rights;

l) at the Client's request or with the Client's consent;

m) to an Affiliate of the Company;

n) to a nominee, third party, depository, Authorized Organization.

13.5 The Client accepts that the Company bears no responsibility if a person attains through unauthorized access any information including information regarding the Client's trading whilst such information is being transmitted from the Client to the Company and vice versa.

13.6 If the Client is an individual, the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any), provided that the Client pays an administrative fee.

13.7 By entering into this Agreement, the Client will be consenting to the transmittal of the Client's personal data outside the European Economic Area. For more details please refer to our Privacy Policy or contact us at info@fx-paramount.com

13.8 The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client by telephone, email, fax or mail.

13.9 The Client further acknowledges that the Company, as an FFI, is required to disclose information in relation to any US reportable persons to the relevant authorities, as per the reporting requirements of FATCA, and agrees to such disclosure.

14. Amendment of the Agreement

14.1 Unless provided differently elsewhere in this Agreement, the Company has the right to amend the terms of the Agreement unilaterally, at any time by posting the revised Agreement on the Site. The revised Agreement shall be effective as of the time posted on the Site. Any such amendment can arise only with regard to the legitimate

interests of the counterparties. The Client's continued use of the Services constitutes their acceptance to such revised Agreement. If the Client does not agree with the revised Agreement, they may terminate their use of the Services and close their Account. The Client acknowledges that it is their sole responsibility to remain informed of any subsequent updates and/or amendments as described herein. The Client acknowledges that a variation which is made to reflect a change of law or regulation may, if necessary, take effect immediately.

14.2 This Agreement and any other rules and policies referred to herein or incorporated by reference hereto, as may be updated or amended from time to time by the Company, constitute the entire and whole agreement between You and the Company. You confirm that, in agreeing to accept this Agreement, You have not relied on any representation except for any express representation made by the Company in this Agreement.

15. Termination of the Agreement

15.1 Each Party may terminate this Agreement by giving at least five Business Days Written Notice to the other Party.

15.2 Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Position or any legal rights or obligations which may already have arisen under the Agreement or any Transactions and deposit/withdrawal operations made thereunder.

15.3 Notwithstanding the above, the Client hereby agrees and understands that the Company has the authority and/or right to review, consider and examine the Client's conduct and/or action in relation to the use of the Company's Site and Services, as well as any form of communication the Client may have with other clients of the Company, including but not limited to the Client's communication with the Company via chat through the Trading Platform and if the Company concludes that such conduct and/or

action by the Client is unacceptable and/or inappropriate and/or illegal and/or goes against the Company's policies, the Company has the right to immediately terminate this Agreement without notice.

15.4 Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation):

- a) all outstanding Costs and any other amounts payable to the Company;
- b) funds as necessary to close positions which have already been opened;
- c) any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm;
- d) any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
- e) any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- f) any damages which arose during the arrangement or settlement of pending obligations;
- g) transfer fees for Client funds;
- h) any other pending obligations of the Client under the Agreement.

15.1 Each Party may terminate this Agreement by giving at least five Business Days Written Notice to the other Party.

15.2 Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Position or any legal rights or obligations which may already have arisen under the Agreement or any Transactions and deposit/withdrawal operations made thereunder.

15.3 Notwithstanding the above, the Client hereby agrees and understands that the Company has the authority and/or right to review, consider and examine the Client's conduct and/or action in relation to the use of the Company's Site and Services, as well as any form of communication the Client may have with other clients of the Company, including but not limited to the Client's communication with the Company via chat through the Trading Platform and if the Company concludes that such conduct and/or action by the Client is unacceptable and/or inappropriate and/or illegal and/or goes against the Company's policies, the Company has the right to immediately terminate this Agreement without notice.

- a) all outstanding Costs and any other amounts payable to the Company;
- b) funds as necessary to close positions which have already been opened;
- c) any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm;
- d) any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
- e) any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- f) any damages which arose during the arrangement or settlement of pending obligations;
- g) transfer fees for Client funds;
- h) any other pending obligations of the Client under the Agreement.

15.5 Upon termination the Company reserves the right to without prior notice to the Client:

- a) keep Client's funds as necessary to pay the Company all amounts due;
- b) combine any Client Accounts of the Client, consolidate the Balances in such Client Accounts and to setoff those Balances;
- c) close the Client Account;
- d) cease to grant the Client access to the Company Online Trading System;
- e) convert any currency; or
- f) suspend or freeze or close any open positions or reject Orders.

15.6 Upon termination if there is Balance in the Client's favor, the Company will (after withholding money of the Client in such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply them 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 the Client's instructions to the Company.

15.7 You may ask at any time to close Your Account by sending an email to the Company's customer support and You will be contacted by customer support accordingly in order to facilitate such request.

16. Default

16.1 Each of the following constitutes an “Event of Default”:

- a) the failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amount due under the Agreement;
- b) the failure of the Client to perform any obligation due to the Company;
- c) insufficient margin, or the Company’s determination that any collateral deposited to protect one or more accounts of the Client is inadequate, regardless of current market quotations, to secure the account;
- d) where the Client exceeds the Position Limit on the Client’s Account;
- e) an event occurs which has or is likely to have (or a series of events occur which, together, have or are likely to have) a material adverse effect;
- f) If an application is made in respect of the Client pursuant to the Saint Lucia Bankruptcy Laws, Cap 5, as amended or any equivalent act in another Jurisdiction, 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, or if the Client makes an arrangement or composition with the Client’s creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
- g) where any representation or warranty made by the Client is/or becomes untrue;
- h) the Client is unable to pay the Client’s debts when they fall due;
- i) the Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;

j) any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in the following paragraph;

k) the Client involves the Company in any type of fraud or illegality.

l) an action set out in the following paragraph is required by a competent regulatory authority or body or court;

m) in cases of material violation by the Client of the requirements established by legislation of the Republic of Saint Lucia or other countries, such materiality determined in good faith by the Company;

n) if the Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities.

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

a) terminate this Agreement without notice which will give the Company the right to perform any or all of the actions of Section "Termination of the Agreement";

b) combine any Client Accounts of the Client, consolidate the Balances in such Client Accounts and to setoff those Balances;

c) close the Client Account;

d) cease to grant the Client access to the Company Online Trading System;

e) convert any currency;

f) suspend or freeze or close any open positions or reject Orders;

g) refuse to accept Client Orders;

h) refuse to open new Client Accounts for the Client.

17. Force Majeure

17.1 A Force Majeure Event includes without limitation each of the following

a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis;

b) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster;

c) Labour disputes and lock-out;

d) Suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;

e) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;

f) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or willful default of the company);

g) Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;

h) The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event.

17.2 If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any or all of the following steps:

a) increase Margin requirements without notice;

b) close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;

c) suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;

d) take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients;

e) increase Spreads;

f) decrease Leverage.

17.3 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.

18. Limitations of Liability and Indemnity

18.1 We undertake to supply steady Services on the Company's Site. However, we assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the Site or Services. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, hardware, software, failure due to technical problems or traffic congestion on the Internet or on any of the Site or Services.

18.2 To the maximum extent permitted by applicable law, under no circumstances shall we be responsible for any loss or damage resulting from use of the Site or Services, from any content posted on or through the Site or Services, or from the conduct of any users of the Site or Services, whether online or offline.

18.3 The provision of services by the Company depends among others on third parties. The Company is not liable for any acts or omissions by third parties or for damages or losses or costs incurred by clients or third parties due to or associated with such acts or omissions.

18.4 The Company is also not liable for damages which are based on a force majeure event or otherwise not through the Company's controllable manner have emerged and have affected the services and trade on the Site.

18.5 We may, in our reasonable opinion, determine that a Force Majeure Event exists.

18.6 You agree that we will not be liable in any way to You or to any other person in the event of a Force Majeure Event, nor for our actions pursuant to Paragraph 18, if we decide to take such action. The parties shall be released of all responsibilities for partial or full non-fulfilment, as well as for improper fulfillment of the obligations under this Agreement, if such non-fulfilment or improper fulfillment was a result of a Force Majeure Event, which occurred after the Client Agreements were concluded.

18.7 In no event shall the Company or any of its officers, directors, employees, or agents be liable to You for any damages whatsoever, including without limitation indirect, incidental, special, punitive, or consequential damages, arising out of or in connection with Your use of the Site or services, including but not limited to the quality, accuracy, or utility of the information provided as part of or through the Site or for any investment decisions made on the basis of such information, whether the damages are foreseeable and whether or not the Company has been advised of the possibility of such damages.

18.8 The Company shall at all times process clients' transactions in good faith.

18.9 The Company bears no responsibility for any acts or omissions concluded by either a natural or legal person that provides the Company with information in relation to the execution of the Clients' transactions in financial instruments, unless such acts or omissions were the result of negligence or fraud on behalf of the Company.

18.10 The Company bears no responsibility for any loss of opportunity that results in a reduction in the values of the Client's transactions in financial instruments, regardless of

the cause of such reduction, except to the extent that reduction occurred as a direct consequence of the Company's deliberate actions or omissions.

18.11 The Company bears no responsibility for any loss incurred as a result of the acts or omissions of the institution or its employees, including but not limited to instances false or misleading information provided by the Client.

18.12 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:

- a) any error or failure in the operation of the Company Online Trading System;
- b) any delay caused by the Client Terminal;
- c) Transactions made via the Client Terminal;
- d) any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control;
- e) the acts, omissions or negligence of any third party;
- f) 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;
- g) all Orders given through and under the Client's Access Data;
- h) 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;

- i) a delay transmitting any Order for Execution;
- j) currency risk;
- k) slippage from normal or abnormal market conditions;
- l) any of the risks relating to CFDs trading materializes;
- m) any changes in the rates of tax;
- n) any actions or representations of the Affiliate;
- o) the Client relying on Trailing Stop and/or Expert Adviser;
- p) the Client relying in Stop Loss or Stop Limit Orders.

18.13 If the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to any Order it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such.

18.14 The Company shall in no circumstances be liable to the Client for any consequential, special or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement.

18.15 The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction and in no event shall the Company's cumulative liability to

You exceed the amount of money You transferred or deposited in Your account on the Site in relation to the transaction giving rise to such liability.

19. Representations and Warranties

19.1 You agree that each of the following representations and warranties are deemed repeated each time You open or close a Transaction by reference to the circumstances prevailing at such time:

a) that You have not been coerced or otherwise persuaded to enter into the Client Agreement;

b) the registration data provided to us during the Account Opening Procedure and at any time thereafter is complete, true, accurate and not misleading in all respects and the documents provided to the Company are authentic;

c) that You are of legal age and/or over eighteen (18) years of age;

d) that You are of sound mind, legal age and legal competence;

e) that You are duly authorized to execute and deliver the Client Agreement, to open each Transaction and/or Contract and to perform Your obligations hereunder and thereunder and have taken all necessary action to authorize such execution, delivery and performance;

f) You understand how the Transactions hereunder operate before You place an offer to open a Transaction on the Trading Platform. By doing so, You warrant that You understand the terms and conditions of the Client Agreement, and any legal and financial implications thereof;

g) You have read and understands the Risks Disclosure(s) found on the Company's Site;

h) You have taken all reasonable steps to understand the specifications and characteristics of the Trading Platform and the associated hardware, software, data processing and telecommunication systems and networks required to access and operate the Trading Platform;

i) You are acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received;

j) any person representing You in opening or closing a Transaction will have been, and the person entering into the Client Agreements on Your behalf is, duly authorized to do so on Your behalf;

k) You are not an employee of any Underlying Market, a corporation in which any Underlying Market owns a majority of the capital stock, a member of any Underlying Market and/or firm registered on any Underlying Market or any bank, trust or insurance company that trades in Financial Instruments covered under this Agreement between us;

l) You will not enter into any Transaction for the purposes of arbitrage or to exploit any temporal and/or minor inaccuracy in any rate or price offered on the Trading Platform;

m) You have obtained all relevant governmental or other authorizations and consents required by You in connection with the Client Agreements and in connection with opening or closing Transactions and such authorizations and consents are in full force and effect and all of their conditions have been and will be complied with;

n) the execution, delivery and performance of the Agreement and Your use of the Trading Platform including each Transaction You complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to You, in the jurisdiction in which You are resident, or any agreement by which You are bound or by which any of Your assets are affected;

o) other than in exceptional circumstances You will not send funds to Your Trading Account from any bank account other than as stipulated in the registration data. Whether exceptional circumstances exist will be determined by us from time to time;

p) the funds deposited with the Company, belong to the Client and are free of any lien, charge, pledge or other impediment;

q) the Client funds used for trading are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;

r) You are not a Politically Exposed Person and You do not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve months a prominent public position. If the above statement is untrue and in the event that You have not disclosed this already in the Account Opening Application Form, You will inform the Company as soon as possible will notify the Company if at any stage during the course of this Agreement You become a Politically Exposed Person;

s) You confirm that You have regular access to the internet and consent to the Company providing You with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreement, Policies and information about the nature and risks of investments by posting such information on the Site and/or email.

t) If the Client is more than one natural or legal persons, the Client's obligations and liability under the Client Agreement shall be joint and several; under the above

mentioned circumstances any communication, including but not limited to a notice and order, shall be construed as delivered to all natural or legal persons that together form the client.

19.2 Any breach by You of any of the representations and warranties set forth above or anywhere else in the Client Agreement renders any Transaction voidable from the outset or capable of being closed by us at our then prevailing prices, in our absolute discretion.

19.3 You further represent and agree that You will read and fully understand the content of the additional information and documents available to You on our Site, prior to opening a trading account with us, which include, among others, our Complaints Handling Procedures, Costs, Disclosures, etc.

20. Client Acknowledgements of Risk and Consents

20.1 The Client unreservedly acknowledges and accepts that:

a) trading in complex financial instruments is not suitable for all members of the public and the Client runs a great risk of incurring losses and damages as a result and accepts and declares that they are willing to undertake this risk. The damages may include loss of all their money and also any additional commissions and other expenses.

b) CFDs and Forex trading carry a high degree of risk. The gearing or leverage often obtainable in these instruments means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately larger movement in the value of the Client's investment and this can

work against them as well as for them. Transactions in these instruments have a contingent liability, and the Client should be aware of the implications of this in particular the margining requirements.

c) trading on an electronic Company Online Trading Platform carries risks.

d) the Client agrees and understands that:

- a) they will not be entitled to delivery of, or be required to deliver, the Underlying Asset of the CFD or Forex instrument, nor ownership thereof or any other interest therein.
- b) no interest shall be due on the money that the Company holds in their Client Account
- c) when trading in these instruments the Client is trading on the outcome of the price of an Underlying Asset and that trading does not occur on a Regulated Market but Over-The-Counter (OTC).

20.2 The Client confirms that they have regular access to the internet and consents to the Company providing them with information, including, without limitation, information about amendments to this Agreement, costs, fees, , Policies and information about the nature and risks of investments by posting such information on the Site.

20.3 Please refer to the Risk Disclosure Notice available in the Site.

21. Complaints and Disputes

Please refer to the Complaint Handling Policy available on the Company's Site.

22. Applicable and Governing Law and

Applicable Regulations

22.1 If a settlement is not reached by the means described in the Client Complaint Policy, all disputes and controversies arising out of or in connection with the Agreement shall be finally settled in court in Saint Lucia.

22.2 This Agreement is governed by the Laws of Saint Lucia.

22.3 Notwithstanding any other provision of this Agreement, in providing Services to the Client the Company shall be entitled to take any action as it considers necessary in its absolute discretion to ensure compliance with the relevant market rules and or practices and all other applicable laws.

23. Severability

Should any part of this 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 be amended to the minimum extent necessary so that it is compliant with such rule regulation or law or, and where the aforementioned is not possible, that part will be deemed to have been excluded from this Agreement from the beginning, and this 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 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.

24. Non-Exercise of Rights

The Company'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 or part of any of right or remedy to which the Company is entitled under this Agreement, shall not constitute an implied waiver thereof.

25. Assignment

25.1 The Company may at any time transfer, assign or novate any of its rights, benefits or obligations under this Agreement subject to providing previous notification to the Client.

25.2 The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement without prior written consent of the Company.

26. Affiliates

26.1 In cases where the Client is referred to the Company through an Affiliate, the Client acknowledges that the Company is not responsible or accountable or to be held liable for the conduct, representations or inducements of the Affiliate and the Company is not bound by any separate agreements entered into between the Client and the Affiliate.

26.2 It is clarified that the Company has not authorised any Affiliate or other third parties to accept deposits of Client money on its behalf.

27. Third Party Authorization

27.1 The Client has the right to authorize a third person to place Instructions and/or Orders to the Company or to handle any other matters related to the Client Account or this Agreement, provided the Client notifies the Company in writing of exercising such a right and this person is approved by the Company fulfilling all of the Company specifications for this.

27.2 It is clarified that the above-mentioned relationship is documented through a Power of Attorney, a copy of which is held by the Company.

27.3 Unless the Company receives a written notification from the Client for the termination of the authorization of the person as described in the previous paragraph, the Company will continue accepting Instructions and/or Orders and/ or other instructions relating to the Client Account given by this person on the Client's behalf and the Client will recognize such orders as valid and committing to him.

27.4 The written notification for the termination of the authorization to a third party has to be received by the Company with at least 5 days' notice prior the termination of the authorization date.

28. Client Orders

28.1 During the course of this Agreement in relation to individual Transactions the Company will receive and transmit the Client Order for execution to a third party, which will be the execution venue and counterparty in the CFD.

28.2 Orders may be placed with the Company Online Trading Platform through the Client's compatible personal computer connected to the internet.

28.3 The Company will be entitled to rely and act on any Order given by using the Client Access Data without any further enquiry to the Client and any such Orders will be binding upon the Client.

28.4 The Company shall receive and transmit for execution any Order given by the Client strictly in accordance with their terms. The Company will have no responsibility for checking the accuracy of any Order. Any Order that the Client gives to the Company constitutes an irrevocable instruction to the Company to proceed with the Transaction on the Client's behalf.

28.5 All open 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 position.

28.6 The Company shall not be obliged to, but may, at its absolute discretion, execute the Client's Orders in respect of any of the Services out of normal trading hours.

28.7 The Company may establish cut-off times for instructions or Orders which may be earlier than the times established by the particular Market and/or clearing house involved in any Transaction and the Client shall have no claims against the Company arising out of the fact that an Order was not placed by the Client ahead of the cut-off time.

28.8 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.

29. Margin Requirements

29.1. In order to open a Position for an Underlying Asset, the Client undertakes to provide the Initial Margin in the Client Trading Account. In order to keep a Position Open, the Client undertakes to ensure that the amount in their Trading Account equals or exceeds the Maintenance Margin. Margin requirements are available at the Platform. The Client acknowledges that the Margin for each Underlying Asset differs. Deposits into the Trading Account can be made by wire transfer or another method of payment, to a bank account, or other location, as the Company may notify the Client from time to time. Based on the amount of money the Client has in their Trading Account, the Company retains the right to limit the amount and total number of open Transactions that the Client may wish to open or currently maintain on the Trading Platform. It is understood that each different type of Trading Account offered by the Company from time to time may have different Margin requirements.

29.2 The Client shall provide and maintain the Initial Margin, Maintenance Margin and/or Hedged Margin in such limits as the Company, at its sole discretion, may determine at any time under the Contract Specifications for each type of instrument.

29.3 It is the Client's responsibility to ensure that they understand how a Margin is calculated.

29.4 The Company has the right to change Margin requirements without prior notice to the Client at any time in its sole discretion. 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.

29.5 If at any time Equity falls below a certain percentage (specified in the Contract Specifications) of the Necessary Margin, the Company has the right to, and may attempt to, close any or all of the Client's Open Positions without the Client's consent or any prior written notice to them. In order to determine if the Client has breached this paragraph, any sums referred to therein which are not denominated in the Currency of the Client Account shall be treated as if they were denominated in the Currency of the

Client Account by converting them into the Currency of the Client Account at the relevant exchange rate for dealings in the foreign exchange market. Notwithstanding the above, the Company maintains and reserves the right at all times and at its sole discretion, to close out any or all positions at any margin or equity level, and without regard to whether the Equity or margin in the Client's account has reached or fallen below any certain percentage of the Necessary Margin level.

29.6 The Client has the responsibility to notify the Company as soon as they believe that they will be unable to meet a Margin payment when due.

29.7 Although the Company may make Margin Calls for the Client it has no obligation to do so.

29.8 Should the Client fail to meet a Margin Call, the Company has the right to close part or all of Client's Open positions.

29.9 Margin must be paid in monetary funds in the Currency of the Client Account.

29.10 Non-monetary margin is not acceptable.

29.11 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.

30. Abnormal market conditions

30.1 Under abnormal market conditions, financial instruments may fluctuate rapidly to reflect unforeseeable events that cannot be controlled either by the Company or the Client. As a result, the Company may be unable to execute Client Orders at the

declared price and a “stop loss” instruction cannot guarantee to limit the Clients’ loss. This may occur, for example in the following cases:

a) During Market Opening

b) During news times

c) During volatile markets where prices may move significantly up or down and away from declared price; and/or

d) Where there is rapid movement, If the price rises or falls in one trading session to such extent that under the rules of the relevant exchange, trading is suspended or restricted

e) If there is insufficient liquidity for the execution of the specific volume at the declared price

30.2 Prices are influenced by, among other things, implementation of governmental, agricultural, commercial and trade programs and policies and national and international socioeconomic and political events.

31. Portfolio management

Clients wishing to receive the Portfolio Management Service of the Company must enter into a separate Portfolio Management Agreement, which will be additional and complementary to this Agreement.

32. Client Money and Client Account

32.1 The Company shall not account to the Client for profits or interest earned on Client money (other than profit gained through trading Transactions from the Client Account(s) under this Agreement) and the Client waives all right to interest.

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

32.3 The Company may hold a Client money and the money of other clients in the same bank account (omnibus account).

32.4 The Company may deposit Client money with a third party for collateral/margin purposes.

32.5 Client money may be held on the Client's behalf with an intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this paragraph.

32.6 The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

32.7. The Company shall exercise due skill, care and diligence in the selection and monitoring of the financial institution and the Company takes into account 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. However, it is understood that there are circumstances beyond the control of the Company and hence the Company does not accept any liability or responsibility for any resulting losses to the Client as a result of the insolvency or any other analogous proceedings or failure of the financial institution where Client money will be held.

32.8. Profit or loss from trading is deposited in/withdrawn from the Client Account once the Transaction is closed.

32.9. If the Client Account has funds of less than minimum initial deposit (according to the Currency of the Client Account) as determined by the Company in its discretion from time to time in the Contract Specifications, the Company reserves the right to close the Client Account, notify the Client accordingly and charge the Client any bank or other related charges.

33. Inactive or Dormant Client Accounts

33.1 If over a period of two (2) months or as specified on our Company's Site, no trading transactions are processed over a trading account, the account will be considered as "inactive".

33.2 As "no trading transactions" we consider when:

- No funds were deposited within the last two (2) calendar months or as specified on our Site, or
- No Trades / Positions have been executed or are Open or Pending in the last two (2) calendar months or as specified on our Site.

33.3 Inactive Accounts with a zero (0) balance will be de-activated and will remain in the inactive accounts group.

33.4 If the Client Account is inactive for two calendar months or more, the Company reserves the right to charge an account maintenance fee as determined by the Company at its discretion from time to time in the Contract Specifications (depending in the Currency of the Client Account) or on our Site, in order to maintain the Client Account open and any bank or other related charges.

34. Lien

The Company shall have a general lien on all Client money held by the Company or its associates or its nominees on the Client's behalf until the satisfaction of the Client's obligations.

35. Netting and Set-Off

35.1 If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then the Company may determine that the mutual obligations to make payment are set-off and cancel each other. If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.

35.2 The Company has the right to combine all or any Client Accounts opened in the Client name and to consolidate the Balances in such accounts and to set-off such Balances.

35.3. It should be noted that the Company does not operate on a “negative balance protection” basis. This means that the Client may lose more than their overall investment in each Trading Account.

36. Deposits and Withdrawals

36.1 The Client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits will be accepted by bank transfer, Swift, E-wallet, debit / credit card or any other method of electronic money transfer (where the originator is the Client) acceptable by the Company from time to time. The Company shall credit the Client Account once the amount is cleared in the bank account of the Company with the relevant amount. The relevant amount will be net of any transfer fees or other charges incurred by the Company that are imposed by the institution (or intermediary involved in the process) that holds the funds.

36.2 The Company partners with a third-party exchange (the “Exchange”), and as part of the Client’s Account, the Company is able to provide its Clients with access to depositing in cryptocurrencies. It is the Client’s responsibility to carefully read and observe the terms and conditions, and disclosures relating to its use of the Exchange. The Client attests that they are transferring cryptocurrencies in supported networks which conforms to the particular E-wallet which the funds are directed. The Client acknowledges and accepts that failing to transmit to the correct network will cause the loss of their cryptocurrencies. The Company incurs no obligation whatsoever with regards to unsupported networks and is not liable for any loss of cryptocurrencies the Client may experience as a result of erroneous transmission.

36.3 The Company shall not accept third party or anonymous payments of funds in the Client Account.

36.4 The client accepts that the Funds shall be deposited in the Client's trading account only if the Company is satisfied that the sender of the Funds is the Client or their authorized representative; if the Company is not satisfied as to the above then the Company has the right to reject the funds and return them to the remitter net of any transfer fees or other charges incurred by the Company, using the same transfer method as the one through which it originally received the funds.

36.5 The Company will effect withdrawals of Client funds upon the receipt of an application for withdrawal made via the Company dedicated channel, if no documentation or information is missing or out of date.

36.6 The Client accepts that withdrawal of any part of the funds shall be concluded using the same transfer method and the same remitter as the one which the Company originally received the funds from; under such circumstances, the Company shall return the part of the funds requested net of any transfer fees or other charges incurred by the Company.

36.7 The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

36.8 The Company reserves the right to request additional information and/or documentation to satisfy itself that the request is legitimate. In addition, the Company reserves the right to reject such a request if it deems that this may not be legitimate. The Client accepts that under such circumstances there may be a delay in processing the request.

36.9 Clients making both deposit and withdrawals via wire transfers may be subject to the transferring bank(s) wiring fees.

36.10 All or some payment and transfer charges will be borne by the Client and the Company shall debit the Client Account for these charges. All applicable charges are subject to changes at the Company's discretion are posted on the Site and the Client remains solely responsible to review the charges prior to effecting transactions and keep up to date with any changes that may occur from time to time.

37.11 The Company charges fees and these fees are subject to change and can be found on the Site.

37. Powers and Authorities of the Company

37.1 The Company shall make commercially reasonable efforts to prevent any malfunctioning in the Site's activity. However, in any event of a technical failure (or any other error) in the Site's systems for any reason whatsoever, the Company will be entitled to cancel Your participation in any of the Services, concerning which the malfunctioning has occurred. In such an event, the Company's responsibility and liability will be limited only to the participation fee sum that was paid by You for participating in such Services, and Your Account will be credited accordingly.

37.2 The Company shall not be held liable for any technical failures and/or difficulties either on the Company's site or Your site which shall disable You from reviewing Your Account Balance.

37.3 In the event of a technical failure, in respect to the services of the platform and the liquidity provider, the Company may, at its discretion, be available to receive orders from You through the form of a recorded Call or an e-mail to the Company's designated e-mail address info@fx-paramount.com (hereinafter referred to as "E-mail order(s)"). The E-mail orders shall only be acceptable by the Company if they contain the following information to be completed by You:

a) Account Number:

b) Buy/Sell:

c) Symbol/Instrument:

d) Lot Value:

e) Stop loss or Take Profit:

f) Subject of e-mail is "Urgent"

37.4 The Company shall arrange for the Call or E-mail orders to be executed within a few hours from the time of receipt of such Call or E-mail orders and upon the execution of such orders, the Company shall make available to You an execution confirmation which shall include the price and time stamp of the executed orders.

37.5 The Company reserves the right to cancel, terminate, modify or suspend the Services if for any reason, the Services cannot be conducted as planned, including, but not limited to, infection by computer virus, bugs, tampering or unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Company. If any errors result in awarding payouts to You or in an increase in payouts owed or paid to You, You shall not be entitled to these payouts. You shall immediately inform the Company of the error and shall repay any payouts credited to Your Account in error to the Company (as directed by the Company) or the Company may, at its discretion, deduct an amount equal to those payouts from Your Account or set off such amount against any money owed to You by the Company.

37.6 The Company reserves the right limit, refuse or cancel any trade made by You or through Your Account, as well as cancel any trade (regardless of whether such

cancellation was due to actions on Your part or of any third party), where the Company believes that any act of fraud or any other act of bad faith has been taken against the Company or any third party; in which case You will only be entitled to receive the participation fee sum that was paid by You for participating in such trade, and Your Account will be credited accordingly.

38. AML Procedures

No person shall abuse the Services for the purpose of money laundering. The Company employs best-practice and guidance according to the applicable laws of anti-money laundering (AML) procedures. The Company reserves the right to refuse to do business with, to discontinue to do business with, and to reverse the transactions of, customers who do not accept or conform to the following AML requirements and policies:

- a) Clients must provide all requested information upon registration.
- b) When a Client maintains an account by means of telegraphic deposits, Client funds will only be distributed to the holder of the originating bank account. When making deposits in this manner, it is the responsibility of the live trader to ensure that the trader's account number and registered name of the account owner accompany all transfers to the Company.
- c) When a Client funds an account by means of credit/debit card deposits, Client funds will only be distributed to the individual whose name appears on the card used to make the deposit and only be paid back to the same card.
- d) No Client funds may be collected on accounts opened in false names.

e) The Company may, from time to time, at its sole discretion, require a customer to provide additional proof of identity such as notarized copy of passport or other means of identity verification as it deems required under the circumstances and may at its sole discretion suspend an account until such proof has been provided to its satisfaction.

39. Abusive Trading

39.1 If the Company reasonably suspects that the Client has engaged in abusive trading, including but not limited to actions such as sniping, scalping, pip-hunting, placing "buy stop" or "sell stop" orders before the release of news relevant to the underlying market or asset, arbitrage, manipulation, or exploitation of minor inaccuracies in any rate or price offered on the platform, a combination of faster/slower feeds, abuse of the trade cancellation feature available on the platform, and/or the use (without prior written consent from the Company) of any software, robots, or spiders applying artificial intelligence to the Company's systems, platforms, and/or the client's trading account, Insider Dealing, Market Manipulation, attempted Insider Dealing, Market Manipulation, and Pump-and-Dump strategies (a type of fraud where asset prices are artificially inflated using false information). In the case of more than one trading account, placing trades in opposite directions through the Company's platform may also be considered abusive trading. The Company, at its absolute discretion and without prior written notice, may take one or more of the following actions:

a) Terminate this Agreement immediately without prior notice to the Client;

b) Cancel any Open Positions;

c) Temporarily or permanently bar access to the Trading Platform or suspend or prohibit any functions of the Trading Platform;

- d) Reject or Decline or refuse to transmit or execute any Order of the Client;
- e) Restrict the Client's trading activity;
- f) 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;
- g) Cancel or reverse of profits gained through abusive trading or the application of artificial intelligence in the Client Account;
- h) Take legal action for any losses suffered by the Company.

39.2 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.

40. General Provisions

40.1 The Client acknowledges that no representations were made to them by or on behalf of the Company which have in any way incited or persuaded them to enter into the Agreement.

40.2 The Client shall take all reasonably necessary measures (including, without prejudice to the generality of the above, the execution of all necessary documents) so that the Company may duly fulfill its obligations under the Agreement.

Quotes Provision

40.3 The Company recalculates quotations on all traded instruments in real time on the basis of market conditions and streaming prices/liquidity obtained from liquidity providers and periodically provides the Client with these quotations.

40.4 All quotations that the Client receives from the Company are indicative and represent the best available Bid price in the market and the best available Ask price in the market obtained from liquidity providers.

40.5 The Client acknowledges that the Company is entitled to refuse to make available to the Client those quotations that have not changed since the previous provided quotes and the Client may not receive through the client terminal all the quotations that have occurred in the quote stream in the period between market quotes.

40.6 Quotations published on the Company's Site are provided indicatively and for information purposes only.

40.7 Quotes may differ from the price of the underlying asset. If the underlying market is closed, quotations provided by the Company reflect the assumed price of the underlying asset.

40.8 The Company establishes a spread for each instrument in the contract specifications. The spreads shown on the Company's Site are standard (average) spreads. The size of the standard spread may increase/decrease depending on market volatility. The Company shall be entitled to alter the amount of the spread without prior written notification to the Client.

40.9 In the case of unplanned interruption to the quote stream from the server caused by hardware or software breakdown, the Company shall be entitled to synchronize the quotation base on the server serving trading Clients using other sources such, but not limited to the following:

- i. Another trading or training server within the group;
- ii. Any other quotation sources.

40.10 In case any dispute arises in relation to interruption to the quote stream, all decisions will be taken in accordance with the synchronized quotation base.

Adjustments

40.11 Determination of any adjustment or amendment of the size, value and/or number of the transaction (and/or of the level and size of any order) shall be at the Company's absolute discretion and shall be conclusive and binding upon the Client.

41.12 Where applicable (e.g., where a security is based on shares in respect of which the issuer pays dividends) a dividend adjustment will be calculated in respect of open positions held on the ex-dividend day for the relevant underlying security. Dividend adjustment will be credited to the Client's trading account if the Client buys, i.e., opens a long position, and debited if the Client sells, i.e., opens a short position.

Identification

40.13 Verification of the Client's identity is made in order to prevent any unauthorized access to the Client's account and is held by verification of the fact making operations exactly by the Client.

40.14 During registration of trading account the Client must provide the Company with correct and true information for identification in accordance with the Company's requirements (hereinafter referred to as the "Identification data"). The Client shall inform the Company about changes in identification data in proper time.

40.15 Personal data which shall be verified embodies, ID or passport details and registration address email address, phone number etc.

40.16 Passport details and address are being verified by the provided documents. For address confirmation Utility bill, telephone bill electricity bill can be provided.

40.17 The Company shall reserve the right to suspend execution of non-trading operations if the Client's identification data find incorrect or invalid as well as the Client does not send the requested documents. The Company shall reserve the right to suspend execution of non-trading operations if the Client's identification data find incorrect or invalid as well as the Client does not send the requested documents.

40.18 In case the Client loses the main password and e-mail specified at registration, account will be closed after a complete check and the funds will be withdrawn proportionally to the account(s) they were deposited from.

40.19 In order to identify the Client, the Company has the right to request at any time after a trading account is registered:

40.20 For an individual: a document proving their identity;

40.21 For a legal entity: the company's founding documents and documents substantiating the company's status.

Doubtful Operations

40.22 The Company shall monitor execution of these General Business Terms and be obliged to investigate doubtful operations of the Client by stopping such operations for necessary time.

40.23 In case of investigation of doubtful operations of the Client, the Company shall be obliged to demand the documents which are necessary for investigation from the Client.

Signs of doubtful operations:

- Execution of a great number of transfers in the absence of operations on the trading account;
- Execution of operations devoid of apparent economic sense or other apparent purpose bearing the legal nature;
- The client's denial of delivery of personal information for identification purposes or impossibility to prove the client's identity;
- Repeated attempts to execute non-trading transactions for benefit of third parties;
- Forgery of the documents given by the client, mismatch of documents, provided in different time periods and represent falsely oneself to be another person.

40.24 The provided signs of doubtfulness of non-trading operations shall not be complete. A transaction can be found doubtful by specialists of the Company as a result of complex analysis and concomitants.

40.25 The Company has the right to cancel questionable operations by the Client and/or block all his trading accounts as well as trading accounts of Clients involved in the conducting of these operations. In this case the funds of the Client shall be withdrawn by any method convenient for the Company.

Trading Transactions

40.26 Buy orders (long positions) are made at the Ask price. Sell orders (Short positions) are made at the Bid price.

40.27 All open positions must be carried over to the following day according to time on the server.

40.28 The spread is not a fixed value, its size is determined depending on the market situation. The average spreads are shown in the contract specification on the Company's Site.

40.29 The following types of execution are used in carrying out trades: Instant Execution and Market Execution. The type of process used for each instrument is shown in the contract specification.

40.30 The main mean of issue of the Client's requests and instructions shall be the client terminal. The Client shall have the right to use the service of instruction transmissions through the operator by phone only in case of impossibility of use of the client terminal.

Client's Requests and Orders

40.31 The Company is entitled to refuse a Client's request or instruction in the cases where the Company is unable to hedge the transaction with the assistance of a liquidity provider or when the liquidity provider declines to perform the transaction.

40.32 In cases of cancellation of a transaction previously carried out or a change in price by a liquidity provider, these changes shall take place in the Client's trading account.

41.33 The Client is insolvent, if:

- i. The Client does not fulfil the duties specified in the Client Agreement and annexes to it;
- ii. The Client does not observe margin conditions and requirements;

iii. The Clients has been declared the bankrupt;

iv. The Clients does not comply with the conditions of Chapter «Guarantees» of these General Business Terms.

v. In the case of the Client's insolvency Company (without the prior written notification) can:

- a) Close all or any open positions at current market prices;
- b) Write off from Client's trading account the amount that the Client owes the Company;
- c) Close any trading account of the Client.

40.34 Refusal of a Client's request or instruction is accompanied by a corresponding message on the client terminal.

40.35 In exceptional cases, the company, despite the cases described above, can decide to execute Client's order.

40.36 In cases when expert advisor sends great number of economically unreasonable orders (including and going beyond numerous tries of trading operation execution with lack of free margin) the Company has a right to disable electronic advisors work till the moment of Client error correction in electronic advisor software.

41. Reservations concerning Our Responsibility

41.1 We are not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of data or information and any direct or indirect loss which arises from these occurrences. We are not responsible for any problems or technical malfunction of any network or lines, Wi-Fi, Bluetooth, computers, systems, servers or providers, computer equipment, software failure of email on account of technical problems or traffic congestion on the internet or at any Site, mobile site or mobile application. We shall not be responsible or liable to You in the event of systems or communications errors, bugs or viruses relating to the Services and/or Your Account or which will result in damage to Your hardware and/or software and/or data. In no event shall We be liable for any direct, indirect, incidental, special or consequential damages or damages for loss of profits, revenue, data or use incurred by You or any third party, whether in an action for contract or tort, arising from the access to, or use of, the Site, the Services and/or otherwise, even if We were notified of the danger of such occurrence and/or damages and losses.

41.2 We make no representations about the suitability, reliability, availability, timeliness and accuracy of the information, software, products and Services contained and/or offered at the Site for any purpose. All information, software, products and Services are provided “as is” without warranty of any kind. We hereby disclaim all warranties with respect to information, software, products and Services contained or offered at the Site, whether express or implied.

41.3 We shall have no liability with respect to any damage or loss that was caused due to reliance, of any type, on the information or any other publication or content appearing at the Site, and You are invited to verify the information published at the Site.

41.4 We shall not be responsible or liable for any actions or omissions of internet service provider or any other third party which provides You with access to the Site or Services.

41.5 You will use the Site and Service at Your own risk, and We shall not be responsible for any damage or loss You shall incur as a result of modifications, enhancement, termination, suspension or discontinuation of the Site or any of the Services. We will not be responsible for any damage or loss You shall incur as a result of Your use or reliance on the content of any Site, mobile site and/or mobile application to which links appear on the Site.

41.6 You will indemnify and hold Us harmless against all direct and indirect claims, liabilities, damages, losses, costs and expenses arising from Your breach of this Agreement and/or Your use of the Site and/or the Services.

41.7 We shall have no liability or obligation to assess the appropriateness of You using the Services in Your jurisdiction, and to assess as whether or not You have the necessary knowledge and experience to understand the nature of and risks associated with using the Services. All risks related to using the Site and/or the Services are Your sole responsibility.

41.8 THE SITE, SERVICES, SITE'S CONTENT AND THE SOFTWARE USED IN CONNECTION THEREWITH ARE PROVIDED "AS IS", AND WE MAKE NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED (WHETHER BY LAW, STATUTE, OR OTHERWISE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS OR ACCURACY, NON INFRINGEMENT OF THIRD PARTIES' RIGHTS OR OF APPLICABLE LAWS AND REGULATION IN RESPECT OF THE SITE, SERVICES, SITE'S CONTENT AND THE SOFTWARE USED IN CONNECTION THEREWITH, OR THAT THE SITE, SERVICES, SITE'S CONTENT AND THE SOFTWARE USED IN CONNECTION THEREWITH WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED, OR WILL BE FREE OF VIRUSES OR BUGS OR AS TO RESULTS OR THE ACCURACY OF ANY INFORMATION THROUGH THE SITE OR SERVICES.

41.9 YOU ACKNOWLEDGE THAT THE PLATFORM MAY NOT WORK ERROR FREE. THERE IS NO WARRANTY THAT THE FUNCTIONS CONTAINED IN THE PLATFORM WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, WITH REGARD TO THE PLATFORM. THE ENTIRE RISK, IF ANY, AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE PLATFORM OR THE USE OF THE INTERNET GENERALLY REMAINS SOLELY WITH YOU.

41.10 THE PLATFORM AND THE USE OF THE PLATFORM THROUGH AN INTERNET CONNECTION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITH ALL FAULTS, AND ALL WARRANTIES AND CONDITIONS ARE DISCLAIMED, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, ALL WITH REGARD TO THE PLATFORM AND USE OR INABILITY OF USE THEREOF.

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