

Concepts and definitions

1.1 The following definitions and terms are used in this Client Agreement (hereinafter referred to as the Agreement)

:

"Affiliate" means any legal entity that is directly or indirectly controlled by the Company or controls the Company, as well as any legal entity that is directly or indirectly under common control with the Company. "Control" here means holding a controlling interest in the Company or entities mentioned above.

"Quotation database" - information about the quotation flow stored on the server.

"Base Currency" - the first currency specified in the Currency Pair at which the Client buys or sells the quoted Currency.

"Balance" - the final financial result of all Completed money transfer operations and operations performed on the Trading Account..

"Currency of the trading account" — the currency chosen by the client when opening a trading account..

"Quote Currency" - the second currency in the Currency Pair that the Client buys or sells to get the Base Currency.

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

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

"Access Data" means the Client's authorization code and access codes, password and trading account number, as well as any information necessary for issuing Orders to the Company.

"Customer Data" means any documentation or information received by the Company from the Customer itself or otherwise regarding the Customer, their Account, provision or use of Services..

"Data Submission Date" means any date of data submission agreed by the parties..

"Long position" - purchase of an Instrument in anticipation of an appreciation or purchase of the Base Currency for the Quoted Currency (the latter applies to currency pairs)..

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

"Request" or "Quotation Request" means an order from the Client of the Company to receive a quotation. It is not an obligation to make a transaction..

"Indicative quote" - means a Quote for which the Company has the right not to execute any Orders or accept any instructions.

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

"Company" - VStarSoho

"Leverage" or "

Debt-to-Equity ratio" - ratio 1:25, 1:50, 1:100, 1:200, 1:500, 1: 1000 depending on the trading volume and initial margin (other ratios are possible). also be published on the Site). The ratio of 1: 100 in relation to the opening of a position means that the Initial Margin is one hundred times less than the volume of the Trading Operation. "Client" means any legal entity or individual who has completed the Client's registration form (except for individuals under the age of eighteen; stateless persons).).

"Short position" is a currency sale transaction that is profitable when the market prices or the base currency sale rate fall relative to the counter currency (the latter in terms of Currency pairs).

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

"Course" - means the following:

1) In the case of a Precious Metal: the price per troy ounce of the Precious Metal expressed in the currency specified for the instrument in the Contract Specification (for example, in US dollars); or

2) For a currency pair: the cost of a unit of the base currency, expressed in the quoted currency..

"Client terminal log file" - a file created by the client terminal, in which all requests and orders sent by the Client to the Company are recorded to the nearest second.

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

" Lot " - the value of the volume of Securities, Base Currency, and troy ounces of Precious Metal on the Trading Platform..

"Locked positions" — short and long positions of the same volume opened by the Company on the same instrument on the same trading account, including, but not limited to, any trading and/or non -trading operations.

"Margin" or" Collateral " — the necessary guarantee funds for maintaining Open Positions, which are specified in the Contract Specification for each Instrument.

"Margin trading" means forward transactions on the exchange market in which

The Client can perform Trading Operations with significantly less funds on the Trading Account than necessary, based on the Volume of the Trading Operation.

"Illegal income" - income received as a result of violation of any provisions of Regulatory Documents, incorrect quotation or the occurrence of a default event..

"Required margin" - monetary security necessary for the Company to maintain open positions. For each Instrument, it is specified on the Site in the Contract Specification.

"Normal market conditions" - a market where there are no sharp price movements, significant gaps in the flow of quotations on the Trading Platform, or large price gaps.

"Trading volume" - the product of the lot size and the number of lots..

"Agreed procedure" means any procedure agreed between the parties that is relevant to the dispute, except for the dispute resolution procedure, to which the parties have the right to make changes.

"Order" — an order from the company's client to close or open a position when the price reaches the order level.

"Open Position" means a short or long position that is not a fully completed trade.

"Erroneous quotes" - quotes received by the Client Terminal as a result of a technical error of the system.

"Initial Margin" — the margin that the Company requires to open a position..

"Floating profit", " Floating loss " - current profit or current loss on Open Positions calculated based on current quotes.

"Liquidity Provider" - means a bank or electronic system for performing transactions for buying and selling exchange-traded goods (ECN), which provides the Company with streaming prices. It can be used by the Company to hedge client transactions.

"Quote Flow" - the process of getting quotes for each instrument in the Trading Platform..

"Lot Size" means the number of Securities, units of Base Currency, Underlying Assets or troy ounces of Precious Metal in one Lot specified in the Contract Specification.

"Non-normal market conditions" means conditions that differ from normal market conditions. For example, observed price gaps in the market, low liquidity, rapid price changes..

"Free Margin" - funds on the Trading Account that can be used to open a position. Calculated using the formula: Funds - required margin.

"Server" - a software product that processes client requests and orders; provides the Client with information about trading on financial markets in real time and to the extent determined by the Company; records general obligations between the client and the company in accordance with the terms and conditions. regulatory documents.

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

"Spread" - the difference between the Ask price and the Bid price.

"Funds" - the current status of the Client's account. It is determined by the formula: Balance + Floating profit - Floating loss..

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

"Trading Account" is a unique personalized system for registering all fully completed transactions, orders, open positions, deposit or withdrawal operations in the Trading Platform..

"Trading Platform" - everything technical tools and programs that allow you to perform Trading operations; allow you to receive Quotes in real time; allow you to place/change/delete / execute Orders and calculate all mutual obligations that exist between the Client and the Company. It consists of a Server and a client terminal.

"Trading Operation" means any transaction that is carried out or performed by or on behalf of the Client in accordance with the Agreement and the Terms of Operations.

"Margin level" - the percentage ratio between the Required margin and Funds ..

Is calculated using the formula: $(\text{Funds} / \text{Required Margin}) \times 100\%$.

"Order Level" — the price specified in the order..

"Services" - means the Company's services provided to the Client specified in clause 4 of the Agreement..

"Client Registration Form" - the application form that the Client must fill out to register in the "Personal Account" service. The form is available on the Company's website..

"Force majeure" - has the meaning specified in clause 16 of the Agreement.

"Hedged Margin" - the margin required by the Company, sufficient to open and maintain Positions in the opposite direction. For more information, see the Contract Specification..

"Demand Price" or " Ask " — the price at which the Client can buy the currency, i.e. a higher Quote..

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

"Price gap" means:

1) The current Ask price is lower than the Bid price of the previous quote; or

2) The current Bid price is higher than the Ask price for the previous quote..

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

"Stop Out" — an order to forcibly close a position generated by the Server in case of a lack of funds to maintain an Open Position (closing is carried out without the Client's consent and prior notification).).

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

2.

Main provisions

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

2.2 Asta ZanWell Company .

2.3 The definitions and terms used in the Agreement are specified in clause 1 (hereinafter referred to as "Terms and Definitions").

2.4 This Agreement, together with the Transaction Regulations , Trading Operations Regulations, PAMM Account Service Regulations , Risk Disclosure Regulations and any other documents specified on the site in the" Terms and Definitions "section. Agreements and Regulations", which may be periodically supplemented or amended (collectively referred to as "Regulatory Documents"), constitute the entire agreement between the Client and the Company.

2.5 Regulatory documents will regulate the procedure for the Client to perform all transactions in the Company (trading and non-trading) and should be carefully studied by them, as they contain important information that the Company is obliged to provide to the Client in accordance with the applicable provisions of the law.

2.6 The Regulatory Documents set out the conditions (subject to periodic changes and additions) under which the Company has the right to make transactions with the Client in respect of Instruments.

2.7 The Company acts as a direct participant in the Contract and not as the Client's agent in relation to each Trading Operation of the Client. Thus, the Company will treat the Client as a Client in all respects, and the Client will be directly and fully responsible for

the fulfillment of obligations under any Trading Operation performed by him (unless otherwise agreed).).

2.8 If the Client acts on behalf of or in relation to another person, regardless of whether the Client discloses the Company whether the above-mentioned person is identified or not, the Company will not consider the above-mentioned person an indirect client and will not bear any obligations to the Company. the above-mentioned person (unless otherwise agreed).

3.

Entry into force

3.1 This Agreement is considered an initial agreement for the provision of services related to individual operations or a series of consecutive operations, including Trading Operations with Instruments..

3.2 The terms of the Regulatory Documents are recognized as unconditionally accepted by the Client as of the date when the Client receives notification from the Company in accordance with clause 4.1 and are valid until they are terminated at the initiative of any of the Parties..

3.3 The Agreement is concluded The

Client does not have the right to terminate the Agreement only on the basis that it was concluded remotely in electronic form..

4.

services

4.1 The Company provides the Client with the following Services:

- a) investment services: receiving and transmitting orders or executing Orders of the Client on financial instruments at its own expense;
- b) foreign exchange services related to the provision of Investment Services in accordance with clause 4.1 (a) of the Agreement;
- c) responsible custody and control of financial instruments at the Client's expense (if applicable), including custody and related services, such as cash settlement services described in clause 6 of the Agreement.
- d) providing the Client with access to any relevant information on the analysis of its investments;
- e) deposit insurance services: the client's account must be insured against full or partial losses (if the withdrawal request reveals an operation on the client's account, causes risks for other users when using margin leverage, if the company has notified the client about the provision of insurance rules by mail), according to the regulatory mechanism of the company's licensing authority;
- f) services for converting funds when they are withdrawn at the Client's expense;
- g) services related to the legalization of profit received by the Client in the form of assistance to the Client in opening an account with a foreign bank, registration of an offshore company for the legalization of income.

4.2 The Company provides Services to the Client subject to the fulfillment of the Client's obligations arising in accordance with the Regulatory Documents, and taking into account any other rights of the Company provided for in the provisions of the Regulatory Documents.

If the Client fulfills all obligations under the Agreement and Regulatory Documents, the Company will provide the Client with the opportunity to perform operations provided for in these documents using the Tools of the Site and the capabilities of the Personal Account..

4.3 The Company performs all Trading Operations with the Client on the principle of "execution only" and has the right to perform them, despite the fact that

4.4 The Company has the right to provide the Client, and the Client has the right to request investment advice and personal recommendations from the Company regarding any Trading Operations or opinions that may lead the Client to perform any Trading Operation..

4.5 The Company may, at its sole discretion, periodically provide information and recommendations in newsletters that it may publish on its Website, provide to subscribers through its Website, or otherwise. Any recommendations or analytical reports can be published by the Company on one or more information service interfaces. In this case:

- 1) the above information does not constitute an investment recommendation or promotion of a financial product that is not requested by the Client, and is provided solely to enable the Client to make their own investment decisions.;
- 2) The Company does not provide the Client with any representations or warranties regarding the completeness and accuracy of the above information or the tax consequences of any Trading Transaction.;
- 3) The Company does not guarantee that the Client will receive the above information at the same time as other Clients, as it does not make any statements regarding the deadline for receiving information by the Client.
- 4) Market comments, news or other information provided by the Company may be changed or deleted at any time without prior notice.
- 5) if the document contains any restriction on the person (category of persons) for whom this document is not intended, the Client undertakes not to transfer it to any of the above-mentioned persons or categories of persons;
- 6) the information does not necessarily take into account the relevant legal or regulatory provisions of the country of which the Client is a resident, which means that the Client is responsible for self-compliance with the above provisions.

4.6 The Company is not obliged to monitor or notify the Client about the status of any Trading Operation; close any Open Positions of the Client; make margin requirements (unless otherwise established by regulatory documents).

4.7 The Company does not provide physical delivery of the Underlying Asset of any Instrument in relation to any Trading Operation. Foreign exchange gains or losses will be recorded in the Trading Account immediately after the closing of the Trading Operation.

4.8 The Company has the right to request, and the Client is obliged to provide information about their knowledge and experience in the field of investment in such a way that the Company can assess whether the specific service or product under consideration is suitable for the Client. If the Client does not provide the Company with the above information, or if its volume is insufficient, the Company will not be able to determine whether the particular service or

product in question is suitable for the Client. The Company will assume that the information provided by the Client about their knowledge and experience is accurate and will not be liable to the Client in any way if the above information is incomplete or misleading or, if it is changed, or if it is inaccurate, except when the Client notifies the Company of the above changes.

4.9 The Company has the right, at its sole discretion and at any time, to refuse to provide Services to the Client, and the Client agrees that the Company is not obliged to inform him of the reasons for its refusal. The Company also reserves the right to stop, postpone, change the terms of its services in case of market conditions that differ from the usual ones..

4.10 The Company reserves the right to stop, cancel or close any Trading Operation that has occurred as a result of any incorrect configuration or technical error, as well as in case the Company suspects fraudulent activity on the account(s) of the Client: arbitrage purchase and sale transactions, manipulative actions or other forms of misleading activity, fraudulent actions that are otherwise related or related to any or all of the Trading Operations. In this case, the Company: will have the right to deduct any income that it considers to have been improperly received and collect the corresponding costs; will not be liable for the cancellation of any Trading Operation or Income; will not be liable for any damage or loss that may result from the suspension, closure or cancellation of the Trading Operation.

4.11 All Requests from the Client are considered in terms of their size. If the requested amount exceeds the amount that the Company can execute at a certain time in accordance with current market conditions, the Order may be partially executed or may be completely rejected at the Company's sole discretion.

4.12 The Client undertakes to provide, at the Company's request, all necessary information and documents about himself / herself as a Client: name, date and place of birth, address, jurisdiction of residence/registration, and the Client's bank account number . The Client agrees to transfer their personal data to a Company registered as a data controller in accordance with the Law, in accordance with the Company's requirements: for identification purposes; for administrative and business purposes to fulfill their legal and contractual obligations in accordance with this and other agreements of the parties; with the right to transfer the above personal data to lawyers, auditors, financial institutions consultants and other service providers and contractors with whom the Company enters into contracts.

4.13 The Client understands, accepts and further hereby confirms that the trading and non-trading history stored in the Client's Personal Account will be available for viewing and downloading at any time.

4.14 If the client is subject to financial monitoring (blocking the wallet over the network), the funds in the client's account are withdrawn through respondent banks that serve cryptographic smart contracts that convert the client's funds into the client's national currency after providing the data. the recipient's bank of the company.

5.

Activation of your Merchant Profile and trading account

5.1 The Company will activate the Client's Personal Account after:

- a) the Client receives the completed Client registration form from the Client;
- b) carry out appropriate checks of identity documents in accordance with the Company's requirements;
- c) approve the methods of depositing and/or withdrawing funds by the Client;
- d) The Client accepts the terms of the Regulatory Documents..

The Company will notify the Client of activation by notifying the Client about it..

5.2 In order for the Client to start using their Trading Account, the Company has the right to require the Client to make a minimum deposit..

5.3 After activating the Personal Account and the Trading Account, the Client will be able to see the amount due to them as the account balance in the Personal Account at any time and will have the right to withdraw it

5.4 The Company has the right, at its sole discretion, to refuse registration of the Client's Personal Account on the basis of completed documentation received from the Client and completed by the Client properly and in full..

6.

Commissions and other expenses

6.1 The Client is obliged to pay the Company's commissions and bear other expenses specified on the Company's Website in the "Trading Conditions" section on the "Contract Specification" page..

6.2 The Company undertakes to display all applicable commissions and other expenses on its Website. The Company has the right to make changes to commissions and other expenses without the need for prior written notification to the Client. All changes in commissions and other expenses published on the Company's Website will be considered a proper notification of these changes..

6.3 The Company has the right to send notifications to the Client if the Company pays any commissions/fees to any third party who represented the Client before the Company or acted on its behalf. The Client agrees to receive the above-mentioned notifications from the Company..

6.4 The Client undertakes to pay all stamp duties related to the Agreement and Regulatory Documents that may be required for

performing trading operations..

6.5 The Client is personally responsible for all submitted financial statements and tax returns for any Trading Operations that must be submitted to any relevant government or other authority, as well as for the payment of all taxes arising in connection with any Trading Operation, including, but not limited to, the transfer of securities or property tax or VAT.

6.6 All Client funds are held in the Company's accounts, including segregated accounts opened in the Company's name to store Client funds separately from the Company's funds..

6.7 The Company does not charge any commission for opening and maintaining an account..

6.8 The Company does not charge any commission for depositing and withdrawing funds; the commission may be charged by payment systems used by the client.

7.

Conflict of interest and material interest

7.1 In cases where the Company performs transactions with or on behalf of the Client, the Company, a related person or any other person associated with the Company may have an interest or agreement that is material in relation

to the Trading Operation in question or that may be contrary to the interests of the Client.

For example, in cases where the Company enters into any transactions with or on behalf of the Client, the Company may:

a) make transactions with the relevant Instrument as a principal at its own expense by buying / selling the Instrument from the Client/The client.

b) make transactions with the Instrument (including holding a long or short position) that the Company offers to the Client;

c) coordinate the Client's Trading Operations with him or with another client, acting on behalf of the above-mentioned other client, as well as on behalf of the Client himself;

d) provide advice and other services to any related parties or other clients of the Company who may have an interest in the Underlying Assets or Investments, provided that such interest may conflict with the interests of the Client.

7.2 The Client authorizes the Company and agrees to grant the authority to enter into transactions with or on behalf of the Client in any way that the Company considers appropriate, despite any conflict of interest or the existence of any material interest of the parties in the Trading Operation, without the need to notify the Client in advance.

7.3 The Company's employees are required to comply with the independence policy and not take into account any of the aforementioned conflicts of interest or material interests when providing advice to the Client.

8.

Exchange of information

8.1 The rules for the exchange of information between the Client and the Company are set out in the Trading Rules posted in the "Agreements and Regulations" section

8.2 The Client undertakes to submit Requests and Orders only through the Client Terminal in accordance with the above-mentioned Rules of Trading Operations..

9.

Limitation of Liability and Damages

9.1 If the Company provides any information, advice or recommendations, it is not responsible for their use. The Client confirms that the Company will not be liable for any loss, expense or damage incurred by the Client as a result of any inaccuracy or error in any information provided to the Client, including information related to any Trading Operations, except for malicious actions, fraud or any negligence on the part of the Company. Taking into account the Company's rights to close or cancel any Trading Operation under certain circumstances specified in the Regulatory Documents, this Trading Operation, after the specified error or inaccuracy, nevertheless remains in force and imposes obligations in all respects on both the Client and the Company..

9.2 The Company is not responsible for any losses or expenses incurred by the Client and directly or indirectly incurred in connection with:

a) Trading operations performed through the Client Terminal;

b) any failure in the operation of the Trading Platform, or any error in the operation of the Trading Platform, or any delay caused by the Client Terminal;

c) any violation of the Company's obligations stipulated in the Regulatory Documents that occurred for reasons beyond the Company's control.

d) actions, omissions or negligence of any third party.

9.3 At the request of the Company, the Client agrees to pay compensation to the Company in the amount of all costs and expenses of any kind (including expenses, obligations, claims) that the Company assumes or will incur as a result (direct or indirect) of any violation by the Client of any obligations in accordance with

display and print information provided on the Company's Trading Platform. The Client may not publish, reproduce or otherwise transmit all or part of the information provided on the Company's Trading Platform in any format to any third party without the Company's consent. The Client has no right to change, delete or hide any references to trademarks and copyrights or any other references to rights presented on the Company's Trading Platform.

11.3 The Client is obliged to keep confidential and not disclose to any persons the Data of access to the Company's Trading Platform. The Client undertakes to immediately notify the Company if he suspects or learns that his Access Data has been or could have been disclosed to any unauthorized person.

11.4 The Client confirms that the Company will not be held liable if unauthorized persons gain access to information, including personal data, email addresses and correspondence, when transmitting this information via the Internet or other network means of communication, as well as by mail, telephone or other electronic means.

11.5 The Client confirms that it is responsible for all orders or instructions transmitted and provided based on its Access Data, and that any aforementioned orders or instructions received by the Company will be deemed to have been received by it from the Client.

11.6 The Client undertakes to assist the Company in any investigative actions carried out by the Company in connection with the misuse of its Access Data, actual or alleged.

11.7 If the Company suspects fraud, manipulation, swap arbitrage or any other form of misleading activity on the Client's account(s) with the Company or unauthorized activity otherwise related to any Transaction, it has the right to close all open positions on the Trading Account. and may add or subtract a penalty equivalent to the exchange income and / or income for all Real-time Trading Operations and / or previously performed on the account, and has the right to cancel any profit received as a result of the above, and / or reject any future requests from the Client for exemption from any of the swaps and / or withdraw funds from the account. (or) terminate all agreements with the Client.

12.

Personal data and recording of telephone conversations

12.1 The Company has the right to store, process and use personal data provided by the Client in connection with the provision of Services..

12.2 If the Client is an individual, the Company is obliged to provide a copy of the document with the Client's personal data (if any) at the Client's request and subject to payment for this service..

12.3 By accepting the terms of the Agreement, the Client agrees that the Company will transfer its data to any third parties for the effective provision of Services or for the effective performance of any operational function performed by the Company in favor of the Client (for example, refund of the Client's funds).

12.4 By accepting the terms of the Agreement, the Client agrees with the Company that any Telephone conversations between him and the Company may be recorded and that these recordings will remain the exclusive property of the Company and will be accepted by the Client as final proof of Orders. / Requests or phone conversations. The Client confirms that the Company has the right to provide copies of the transcripts of the above records to any regulatory or governmental body, as well as to any court..

13.

Consent to direct contact

13.1 The Client confirms that the Company has the right from time to time to contact the Client directly by telephone or other means of communication for the purpose of marketing its financial services and products.

14.

Confidentiality and Opt-out

14.1 Information about the Client held by the Company is confidential, so it cannot be used for any other purpose, except for the purpose of providing Services to the Client by the Company. Information of a confidential nature requires appropriate use if it is not the legal property of the Company and was not subject to the obligation of confidentiality or non-disclosure at the time of its receipt by the Company, as well as if it is not publicly available.

Confidential information may be disclosed by the Company to any person only in the following cases:

a) in accordance with the requirements of the Law or at the request of courts, law enforcement, regulatory and similar bodies in the jurisdiction of which the Company is located;

b) for the purpose of preventing or investigating fraud or other illegal activities;

c) when the above information is necessary for purposes related to the provision of Services or for the administration of the Client's Trading Account, including for the purpose of requesting or evaluating the loan amount or for identification purposes.

d) when the above information is necessary for any third party in connection with the provision of Services to the Client and / or when it is necessary for the Company's employees to perform their official duties in accordance with Regulatory Documents.

e) when the above information is requested by the Client or other persons with the Client's consent;

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

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

h) when the above information is necessary for the Company's lawyers, consultants, and auditors, provided that in each case the relevant specialist is notified of the confidential nature of the above information about the Client and has assumed the above obligations not to disclose the Client's confidential information.

15.

Breach of obligations

15.1 "Cases of non-fulfillment of obligations" include the following events:

a) non-fulfillment by the Client of any obligation to the Company specified in the Regulatory Documents;

b) failure of the Client to provide any amount due in accordance with the Regulatory Documents, such as Initial and / or Hedged Margin;

c) initiation of legal proceedings by any third party regarding

the Client's bankruptcy, if it is an individual; initiation of any legal proceedings with a third party regarding the Client's liquidation or appointment of a bankruptcy trustee or the administrator in relation to the Client and / or any of its assets, if the Client is a legal entity; or in both cases, with the consent of the Client, enters into a settlement agreement with its creditors, as well as in the case of initiation of any procedural actions against the Client similar to any of the above actions and processes.;

d) if any statement of the Client or any guarantee provided by the Client in accordance with clause 17 of the Agreement is or becomes false;

e) if the Client is unable to pay off its debt to the Company within the prescribed period;

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

g) in the event of any circumstances when the Company reasonably believes that it is preferable or even necessary to take any measures specified in clause 18.5 of this Agreement.

h) if the Client makes any attempts and/or commits any actions defined by the Company as manipulative, fraud, swap arbitration or other forms of activity that are misleading or fraudulent in nature, on the Client's account(s) opened with the Company;

i) if the Client has traded:

- using arbitrage or relying on the price lag;

- which can be described as excessive trading for profit

from changes in prices on the market without legitimate intentions;

- what can be classified as market fraud.

15.2 In the event of any of the above-mentioned Cases of breach of obligations, the Company has the right to take one or more of the following measures at any time without prior written notice to the Client:

a) close any part (or all) of the following actions: Open positions of the Client at current Quotes;

b) close any part (or all) of the Client's trading accounts with the Company;

c) write off the amounts due to the Company from the Client's Trading Account.

d) refuse to open a new account (s) for the Client A trading account.

e) reduce the Client's Trading Account Balance by the amount of illegally obtained income.

16.

Force majeure

16.1 The Company has the right, at its reasonable discretion, to determine whether any Force Majeure Event has occurred, and if such a circumstance exists, the Company undertakes to take reasonable steps to notify the Client accordingly.

Force majeure circumstances include, but are not limited to:

a) any actions, events or events that, in the Company's sole discretion, prevent it from properly maintaining market conditions for any Instruments, including but not limited to: war,

strikes, riots, civil unrest,
acts of terrorism, natural disasters, fires, floods,
hurricanes, accidents, power outages, failures of electronic or
communication equipment or supplier failures,
government actions, the inability of an employer to provide work for its
subordinates;

b) suspension, liquidation or closure of any market; non-occurrence or
cancellation of any event on which the Company's quotes depend; introduction
of restrictions, establishment of non-standard or special trading conditions in
any of the above markets or in any of the above events.

16.2 If the Company reasonably believes that any
force majeure event has occurred, the Company may
at any time, without prior written notice to the Client, take any of the following
measures, without prejudice to any other rights arising under the
legal documents:

a) close any or all Open Positions at prices that are not determined by the Client. The Company
reasonably considers it appropriate; or

b) to increase margin requirements; or

c) modify, suspend, or freeze the use of any (or all) of the following services:
legal documents to the extent that
force majeure circumstances prevent or make it impossible or
impractical for the Company to comply with them; or

d) take any other actions that the Company reasonably considers
appropriate in these circumstances in relation to the position of the Company,
the Client and other clients, or refrain from taking them.

17.

Refusal to satisfy the claim

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

17.2 If the Company has notified the Client in advance by any means of carrying
out scheduled technical work on the Server, then claims made by it in
respect of any outstanding Orders submitted during the period of carrying
out the above-mentioned work will not be accepted. . The fact that the Client did not receive
the above notification does not constitute grounds for
making a claim.

17.3 Claims for the difference between the price of the underlying asset of the
CFD Contract and the execution price of an Order or Order under the CFD Contract
are not accepted for consideration.

17.4 Claims are not accepted for the time of execution of the Order,
regardless of the time period that the Company spent on executing
the Order, and regardless of the time when
the Order execution record appeared in the server Log File, except in cases when
the Order placed in the queue was not

executed in accordance with the Trading Rules.

17.5 Claims are not accepted for cancellation of financial results
of Trading Operations performed by the Client for additional margin
generated on the Trading Account as a result of making profitable
transactions at a non-market quote or a quote received as a result
of an obvious error of the Company. and subsequently canceled it.

17.6 The Client confirms that he / she will not be able to control the position or
other open positions or give Orders to open new positions
while the disputed situation regarding the disputed position is
under consideration by the Company, and that there will be no claims in this matter
. has accepted.

17.7 The Company has the right to cancel any trading operation if

the relevant hedging transaction was canceled by the Liquidity Provider, and does not accept any claims in this case.

18.

Dispute Resolution procedure

18.1 When considering Disputable situations, any references of the Client to the quotes

18.2 The Client confirms that the Company has the right not to notify them additionally that the Dispute has been resolved and the disputed position has been restored. The Client assumes all risks associated with this..

18.3 After the Dispute is settled, the Company has the right to execute Take Profit or Stop Loss orders for the disputed position, depending on which of these orders would have chronologically crossed the price of the first one, if the position had not been closed due to the disputed situation.

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

18.5 If the Parties fail to resolve Disputes through negotiation, the parties refer such Disputes to the Court of the Republic of Vanuatu after applying pre-trial proceedings to resolve such Disputes in accordance with the laws of the Republic of Vanuatu.

19.

Risk recognition and notification of risks

19.1 The Company notifies and the Client confirms that it is aware of the materiality of the risk of loss and damage resulting from the purchase or sale of any financial instrument and confirms that it accepts the above risk..

20.

Applicable Law and Jurisdiction

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

20.2 In the event of any Dispute arising out of the Agreement, the Client unconditionally confirms that the Parties to the Agreement will primarily seek to resolve the above Dispute in accordance with the Dispute resolution procedure specified in clause 18 of this Agreement..

