

## CLIENT AGREEMENT

The current document contains the main terms and conditions that define the rules of procedure for using the FOREX LTD (later referred to as the Company) Client trading account, and also the main terms and conditions for arbitrage conversion operations with currency pairs and CFD contracts.

### 1. TERMS AND DEFINITIONS

1.1. In the current text of Agreement, enumerated terms and definitions have the following predefined meanings (unless the context implies another meaning) and can be used in singular or plural.

**Basic market** market, where trading operations with certain financial assets are carried out;

**Balance** the value, which shows the statement of Client's account, that takes into consideration the results of all completed *transactions*, and also the difference between the volume of funds deposited by the Client to the *trading account* and the means withdrawn by the Client from the *trading account*. At the same time the *balance* does not take into consideration the results of *open positions*;

**Account Statement** hard or electronic copy of a document, that contains information about completed and incomplete *transactions* and the status of the Client account for a specified period of time;

**Currency pair** financial instrument, the current rate of which is shown by ratio of price of one currency of the pair to the price of the other;

**Closed position** *transaction* of purchase or sale of a financial instrument to which closing (counter) operation of a trading position was applied, and the final result of the completed transaction has been fixed. The financial result of a closed position directly depends on the price difference between the start of the *transaction* (opening position price) and the price when the *transaction* was completed (closing position price).

**Client** a legal entity, an entrepreneur without creation of legal entity, and also an individual who has active (current) *trading* accounts opened in the Company;

**Client-service** an information software complex, placed on the Company's official Internet site in a separately allocated area that has a protected SSL security certificate with a 128 bit key. The *Client-service* system is used by the Client to carry out the following actions: opening of a new *trading account* with the simultaneous electronic acceptance of the terms and conditions of the given Agreement, dispatch of non-trading instructions (closing of a *trading account*, transfer of funds from one *trading account* to another, deposit of additional funds or withdrawal of current funds), electronic communication between the Client and Company and use of the integrated *Client-Service* mailing system;

**Client's terminal** MetaTrader 4 FOREX Ltd Client's terminal is a software product that is the integral part of the *Trading platform* and is used for conducting trading operations (*transactions*) by the Client;

**Completed transaction**-see **closed position**.

**Contract for difference (CFD)** financial instrument, based on the price change of basic asset. The *contract for difference* does not imply physical delivery of the basic asset.

**Leverage** ratio of the volume of trading *transaction* to the size of obligatory collateral (margin). The leverage level established by the Company for each financial instrument and each *account type* is defined in the *Contracts specification* section;

**Lot** unit of size of *transaction*. The standard lot amount and the minimal step of lot change for each financial instrument are defined in the *Contracts specification* section;

**Margin** funds, which are used as collateral for carrying out leveraged *transactions* by the Client.

**Incomplete transaction**-see **Open position**.

**Floating profit/loss** unrealized (floating) profit/loss on open positions (incomplete transactions) with consideration of current financial instrument rates;

**Open position** *transaction* of purchase or sale of financial asset, for which counter operation (closing) has not been carried out. The current financial result of the open position depends upon difference between the price of the opened position and the current price of the chosen financial asset; current financial result of an open position may be finally fixed only after the position is closed;

**Official Company Site FOREX LTD official web site, world wide web address:**  
[www.forexLtd.co.uk](http://www.forexLtd.co.uk);

**Payment for positions transfer overnight** payment for transfer of an open position (*incomplete transaction*) for another 24 hours or till the next trading session. Funds are credited/debited based to the *Contracts specifications*.

**Rules for processing Client's orders in trading operations, further referred to as Rules for processing orders** rules code that regulates the order sequence of registration, processing and executing Clients' instructions to carry out *transactions* (trading operations). The specified rules are appended to the current Agreement;

**Free Margin** available funds on trading account, which may be used as collateral (margin) for carrying out *transactions*.

**Swap (Storage) - see payment for position transfer**

**Contracts specification** a list of basic trading terms for each financial instrument offered to the Client, electronically appended to the current Agreement. The current Contracts specification version is presented on Company's official web-site in "Contract specification" section;

**Spread** difference between Ask and Bid prices of financial instrument;

**Trading operation** see **Transaction**.

**Trading platform - MetaTrader 4 FOREX Ltd** software, which enables the Client to give out and confirm instructions to the Company to carry out *transactions*, to be executed in the framework of this Agreement, with the use of the world wide web Internet. In the frames of the *Trading Platform*, the Company supplies clients with necessary information about financial instrument rates, records Client actions and the transactions history, as well as passing across information from Company to Client and vice versa.

**Trading Account** a separate personal Client's account on the *trading platform* that opens at the time of electronic and (or) written Client's acceptance of the terms and conditions of the current Agreement and is used by the Client to conduct *transactions*.

**Transaction** arbitrage conversion operation with the Forex market trading instruments *Currency Pairs* and *Contracts for difference*.

**Hedging** a policy of risk neutralization on open positions (*incomplete transactions*) for a particular financial instrument by means of Client's opening a position in the opposite direction for the same financial instrument and with the same amount to the given one. The Company offers an opportunity for the Clients to hedge open positions. The necessary *Margin* level for hedging positions is established by the Company in the *Contracts Specification* section;

**Buy rate, Ask rate, Ask price** rate of the financial instrument, at which one can carry out the operation of buying the given financial instrument;

**Sell rate, Bid rate, Bid price** rate of the financial instrument, at which one can carry out the operation of selling the given financial instrument;

**Gap** a situation when the price of an instrument after certain events (opening of the basic market after weekends or holidays, opening of a trading session after a trading break, publication of major economic

indicators, changes in central bank interest rates, performances of official representatives etc.) is different from the latest price fixed before the given event took place and this difference causes formation of an unfilled price range;

**Equity** collateral constituent of the *trading account* with consideration of open positions (*incomplete transactions*), calculated in the following way:  $Equity = Balance + Floating\ profit/loss + Swap$ ;

## 2. DECLARATIONS AND GUARANTEES

2.1. For the entire period of validity of the current Agreement, including the date of entering the Agreement, the Client declares and guarantees to the Company that:

*(in case if the Client is an individual)* the Client is an adult (18 years and above) and is fully capable; is not under influence of a law or any other standard act that forbids him/her/it to act in accordance with the current Agreement and other documents, that regulate conduction of *transactions*;

*(in case if the Client is a legal entity or an entrepreneur without creation of a legal entity)* the Client is duly organized and legally exists within the framework of the current legal jurisdictions, to which the Client is subject; entering this Agreement and carrying out the terms and conditions of the current Agreement, and also other documents that regulate conduction of *transactions* by the Client were duly authorized by the Client; a responsible party making this Agreement and carrying out all its terms and conditions on behalf of or on the Client's instructions must be duly authorized by the Client to carry out all aforesaid premises.

2.2. The aforesaid declarations and guarantees shall be valid and may be used by the Company in relation to all actions that the Client will make in the framework of the current Agreement and other documents that regulate conduction of *transactions*.

2.3. The client commits to immediately inform the Company of a change of grounds to consider the aforesaid declarations and guarantees as valid.

## 3. SERVICES OFFERED BY THE COMPANY

3.1. In accordance with the conditions of the current Agreement and after electronic or written acceptance by the Client of all conditions of the current Agreement, the company commits itself to serve the Client's Trading account on behalf of the Client and only based on the Client's personal instructions, passed on through the *trading platform*, to conduct *transactions* (trading operations) on world financial markets.

## 4. CLIENT'S TRADING ACCOUNT

4.1. Entering of the current Agreement provides for opening of a separate *trading account* by the Company for the Client. The specified trading account is intended for direct conduction of *transactions* through the Internet with the use of *the Client's terminal* in the *Company's trading platform*.

4.2. The Client may have an unlimited amount of functioning open *trading accounts* in the Company, while the Client would need to make a separate Client Agreement with the Company for each one of the accounts.

4.3. The procedure of opening a *trading account* is completed by the Client in the *Client-Service* account management system, placed on the official Company Internet site into a separately allocated region that has a tested protected SSL security certificate with a 128 bit key. In order to open a trading account, the Client must use his/her/its personal profile in the Client-Service system, to access which the Client is given personal access requisites. The registration procedure, description and procedure for opening an account using the *Client-Service* system (including selecting an account type, the deposit amount and method of making a deposit) are described in detail on the Company's official Internet site.

4.4. Opening of a new *trading account* provides for mandatory acceptance of all current Agreement conditions by the Client, and this acceptance may take place directly in the *Client-service* system simultaneously with the process of opening a trading account by the Client. A written acceptance of all current Agreement conditions by the Client with two-way signatures on a hard copy of the current Agreement on the part of the Company and Client may take place due to a separate Client and/or Company request.

4.5. After completing the account opening procedure, the Client is given the access requisites to its *trading account*, precisely a login and an automatically randomly generated password. The company strongly recommends that the Client change its received password for accessing its *trading account*.

4.6. Any Client's trading instructions regarding conducting *transactions* are accepted and carried out by the Company only after funds had been deposited onto the Client's *trading account*.

4.7. The Client independently accesses its *trading account* using the *Client's terminal* and account access requisites. Client carries personal responsibility for the safekeeping of the specified access requisites. In case of loss of access requisites or in case, if for certain reasons account access requisites have become known to any third parties, the Client must immediately notify the Company with the request to temporarily block trading account access and also send a request for restoration of the access password to the trading account using the integrated Client-Service mailing system.

4.8. The Company guarantees that all access passwords to Client's trading accounts are stored in an encoded form with the use of a 128 bit encoding key. The Company guarantees, that no Company employee has an opportunity to receive the access password to a Client trading account, if the password had been directly set by the Client (see clause 4.5 of the current Agreement).

4.9. In case of receipt of a Client request for restoring an access password to the trading account and after successful authorization of the specified request, the Client will be given a new access password to the trading account. Granting a new access password will be carried out using the integrated Client-Service mailing system.

4.10. The Client's trading account remains functional and may be used by the Client for running *transactions* during an unlimited period of time. If the Client makes a withdrawal of all *trading account* funds, the specified Client's account will be deactivated (closed). Closing of a *trading account* envisions an automatic termination of the current Agreement between the Client and Company (see clause 19.2 of the current Agreement).

## 5. TYPES OF TRADING ACCOUNTS

5.1. In the framework of the current Agreement and in accordance with the information, provided by the Client in electronic form during the account opening process, the Client may open a Business or VIP account.

5.1.1. **Business** account. The minimum deposit amount for this type of account is \$100USD. Amount of funds used for conducting non-trading operations on this type of account cannot be lower than \$50USD. All additional conditions for conducting transactions with this type of account are placed on the Company's official web site and also in the *Contracts specification* and *Rules for processing Client orders* appendixes.

5.1.2. **VIP** account. Minimal deposit amount for this type of account is \$10 000USD. Amount used for conducting non-trading operations on this type of account cannot be less than \$500 USD. All additional conditions for carrying out *transactions* with this type of account are placed on the Company's official web site and also in the *Contracts Specification* and *Rules for processing Client orders* appendixes.

5.2. The company reserves the right to make amendments and introduce additional provisions regarding aforesaid *trading account* types, available for opening and conducting trading and non-trading operations. The specified changes may come into effect in the time frames and in accordance with the conditions listed in clause 18.5 of the current Agreement.

## 6. TRANSACTION CONDUCTION BY THE CLIENT

6.1. All transactions are carried out independently by the Client with the use of the Client's terminal exclusively. In case of necessity the Client may carry out a transaction of closing a position (ending a *transaction*) via the telephone in accordance with appendix A to the *Rules for processing Client's orders*. Other operations, precisely placing/canceling/changing of pending orders, as well as opening of new positions, cannot be completed via the telephone.

6.2. All transactions are carried out by the Client using leverage and in accordance with the principles of margin trade. Under no condition can a *transaction* be run by the Client in the absence on the Client's trading account of funds, sufficient to cover marginal provisions necessary for conducting the transaction by the Client.

6.3. All trading instructions are processed by the Company in accordance with the *Rules for processing Client's orders*.

6.4. Conditions of the current Agreement and the *Rules for processing Client's order* are applied to *transactions* (trading operations), whose volume is in the range of 0.1 to 10 standard lots using leverage of 1:100. At its own discretion and in accordance with accepted market practice, the Company may temporarily change trading conditions during Client's conduction of a transaction, the value of which does not lie in the aforesaid range. When using another leverage amount, this range is established based on a proportional ratio.

## 7. MARGINAL PROVISIONS

7.1. All funds that the Client had placed on its trading account are the Client's property and may be withdrawn by the Client at any moment providing there are no *incomplete transactions* (open positions) on the Client's account.

7.2. After opening of a Client's trading position, and before its closing point, a part of the funds placed by the Client on the trading account will be considered as marginal provision of this open position. Therefore, in case when the Client has income flow on this open position, and also in case when the current losses on this open position do not exceed the amount of the enabled marginal provisions, Client's *own funds* on the trading account may be used by the Client in full amount as marginal provisions for conducting other *transactions*. In case if the current losses for the open position exceed the amount of the enabled marginal provisions, the corresponding amount of Client's own funds on the trading account cannot be used by the Client as marginal provisions for conducting other *transactions*.

7.3. The level of required marginal provisions for opening a position for a certain financial instrument is established by the Company in the *Contracts specification* appendix.

7.4. The level of required marginal provisions for opening a hedging position for a certain financial instrument is established by the Company in the *Contracts specification* appendix.

7.5. The Company has a right to close any open position without preliminary Client consent and without preliminary Client notification if the Client's *trading account* enters Stop Out mode. All conditions for closing a position and entering Stop Out mode by the Client's *trading account* are described in detail in section 6 of the *Rules for processing orders*.

7.6. There are no debit/credit of interest rates for the funds deposited by the Client as marginal provisions of transactions.

## 8. FINANCIAL INSTRUMENTS RATES

8.1. Client conducts all *transactions* on the basis of current financial instrument rates that the Company provides to the Client.

8.2. Company guarantees that the current rates of all financial instruments provided to the Client for conducting operations and also the rates displayed in historical price charts, are formed on the basis of corresponding asset rates, trades for which are carried out on the relevant basic financial markets.

8.3. Current rates provided by the Company must not fully or partially correspond to the rates published by any other medium or those announced by any other information sources.

8.4. In the period when trade on the basic market is stopped for one or several assets (due to weekends or holidays, breaks between trading sessions etc.) current rates of such financial instruments, if provided to the Client by the Company in the framework of the trading platform, have an informative (non-market) character and are formed at the Company's own discretion.

8.5. The Company has a right, but is not obliged, to process Client's market instruction for a given financial instrument, if such instruction had been given by the Client in the period when trade for the corresponding basic asset on the basic market was stopped (due to weekends or holidays, breaks between trading sessions etc.). The specified clause does not apply to the Client's pending orders (see section 5 of *Rules for processing orders*).

8.6. Trading conditions that in one way or another influence financial instrument rates provided to the Client in the frameworks of the trading platform (spread: the amount of decimal places before and after

decimal point of the financial instrument rate etc), are established by the company in the *Contracts specification* appendix. The Company has a right to change the corresponding trading conditions for any financial instrument preliminarily having notified the Client in the time frames in accordance to the conditions specified in section 8 of the *Rules for processing orders* appendix.

8.7. Financial instruments rates that the Company provides to the Client outside of the trading platform (on the official Company Internet site, on the Company wap-site and in other Company or its partners' Internet resources, during telephone communication between the Client and Company employees, with the exception of the Client's closing of a position using telephone connection) have informative (non-market) character and may not coincide with the corresponding financial instrument rates that the Client had received in the frameworks of the trading platform for conducting *transactions*.

## 9. OVERNIGHT TRANSFER OF INCOMPLETE TRANSACTION

9.1. The Client agrees that carrying of *incomplete transactions* (open positions) overnight will be done by the Company and that the debit/credit procedure payment for transfer of overnight positions will take place.

9.2. The company is obliged not to make any actions regarding the Client's *incomplete transactions* during transfer of these positions overnight, with the exception of the debit/credit procedure as the established payment for transfer.

9.3. Debit/credit payments for transfer of *incomplete transactions* overnight are carried out in accordance with the conditions established in the *Contract's specification* appendix. Established current values of payments for carrying out of the specified transfer are listed in the *Contract's specification* appendix.

9.4. Carrying out of the *incomplete transaction* transfer overnight will take place in case if the Client has one or several *incomplete transactions* (open positions) on its trading account as of 12:00pm (GMT+2).

## 10. CORRECTIVE ACTIONS

10.1. Corrective actions described in clauses 10.2-10.4 of the current Agreement may be applied by the Company to financial instruments whose price was established on the basis of shares or other securities.

10.2. If as a result of announcement and/or conduction by an issuer of a share or another security some form of reorganizational measures of corporate character, the current rate of the corresponding basic instrument is subject or will be subject in the future to correctional changes, the Company has a right, but is not obliged to carry out one or several corrective actions listed below:

- refuse the Clients to conduct transactions with the corresponding financial instruments;

- to close all *incomplete transactions* (open positions) for corresponding financial instruments in accordance with the prices reflecting the basic market condition before the specified announcement made by the share's issuer;

- to take corrective actions regarding the current rate and/or historical price charts of the corresponding financial instrument in accordance with the information, coming from the stock market regarding the corresponding asset;

to carry out actions with regard to Clients who have incomplete transactions (open positions) on their trading accounts on the relevant financial instrument, actions that would be a repeat effect made by corrective changes on the stock market for owners of the corresponding basic asset.

10.2.1. Examples of reorganisational character announced and/or conducted by the share or other security issuer are: share split or share consolidation, change in share type, outset, back purchase or non-repayable distribution of privileged or other shares among existing share holders; capitalization of the share fund; distribution of additional shares or securities of another fund among share holders; other similar events.

10.3. The form or approach for taking aforesaid corrective actions is defined and established by the Company. The Company informs the Client about time frames and methods of conducting any prospective corrective actions immediately after making a decision to take such actions.

10.4. On the day of fixing the share holders' schedule by share issuer companies for the shares that are basic assets for corresponding financial instruments with regard to the Clients who have open trading positions (*incomplete transactions*) on their *trading accounts* for this particular financial instrument, there takes place a corrective action named "debit/credit of adjustment for dividends" The form and time frames for taking such actions is established by the Company in the *Contracts specification* appendix.

10.5 Taking any corrective actions regarding Forex instruments (*Currency pairs*) is an exceptional measure, and may be related only to those circumstances that have an insurmountable nature, such as global trade changes, large scale political and economic changes within a particular state or series of states.

## 11. PAYMENTS

11.1. The Client may transfer funds onto their trading account at any time, where an additional notification of the Company that this transfer had taken place is a recommended procedure and takes place according to the Client's wish.

11.2. In case the Client uses bank transfer to place funds onto their account, the Company will complete placement of the received funds onto the Client account during 1 (one) working day from the moment the Company receives funds onto its account.

11.3. The Client may withdraw funds from their trading account at any time on complying to the following conditions:

during funds withdrawal, requirements for withdrawing a minimal amount must be complied with as well as the requirements for the initial deposit amount (specified parameters are determined in section 6 of the current Agreement);

- funds withdrawal is impossible if there are any *open positions* on the trading account.

11.3.1. Instructions for withdrawing funds, given by the Client during working hours of the Company's Finance Department will be accepted for execution at the moment of receiving.

11.4. The Company is obliged to carry out the Client's instructions for withdrawing funds from the trading account during 3 (three) working days from the moment of receiving the corresponding instructions for execution if in these instructions the Client has correctly specified all information necessary for execution of this operation. In case if the Client passes on to the Company instructions to withdraw all funds from the trading account, which suggests automatic closing of the specified account and termination of the current Agreement, the Company is liable to carry out such instructions during 5 (five) working days from the moment of receiving these instructions.

## 12. PROCESS OF RESOLVING DISPUTES AND CLAIMS

12.1. Disputes and claims are resolved by means of conducting two sided negotiations. If as a result of such negotiations the sides do not reach consensus, claims and disputes are subject to resolution in court by place of Company's location.

12.2. Claims and disputes, related to conducting of *transactions* by the Client, are reviewed in accordance with section 9 of the *Rules for processing orders* appendix.

## 13. RELEVANCE OF TIME FRAMES FOR CARRYING OUT MUTUAL LIABILITIES

13.1. Time is a relevant condition for the current Agreement.

13.2. All liabilities of both sides with regard to the current Agreement are carried out in established deadlines and without delay.

## 14. MUTUAL RESPONSIBILITIES

14.1. The Company is responsible for losses caused to the Client at the Company's fault as a result of deliberately not carrying out the liabilities with regard to the current Agreement. The Company does not carry responsibility for any loss caused to the Client as a result of or in connection to, providing services within the frameworks of the current Agreement, if only such a loss had been caused to the Client as a result of non-deliberate failure to carry out liabilities on the part of the Company.

14.2. The Client guarantees to the Company full reparation of damages, including court expenses in connection to:

the Client's breaching of this Agreement's conditions

the Company's taking measures and making actions that the Company has a right to take in case of appearance of a Client breach of the current Agreement.

14.3. The Client is free from repairing damages if damages had been caused to the Company as a result of deliberate failure to carry out liabilities on the part of the Company. The specified reason for freeing the Client from repairing damages is valid even after termination of the current Agreement.

14.4. The company does not carry responsibility for the results of *transactions* for the decisions of which the Client had used analysis materials, conclusions or presumptions provided by the Company, its employees and other persons. The Client understands the fact, and concedes that any information and/or recommendation provided by the Company, is in no way a proposal to proceed and complete this or that *transaction*, and that such information and/or recommendation bear an informative character only.

14.5. Both sides do not carry responsibility for repairing damages caused to either side as a result of actions or lack of third party actions.

## 15. INFORMATION CONFIDENTIALITY

15.1. Sides who have entered the current Agreement take on responsibility not to disclose any information related to the activity, investments, financial status and other issues of confidential character of one of the parties, that has become known to either party for any reason, including as a result of carrying out the conditions of the current Agreement. Each side will make every effort to prevent disclosure of such information, unless such disclosure will be requested in established lawful order by relevant regulative and supervisory bodies and also by an entity lawfully authorized to demand such disclosure.

15.2. By accepting the conditions of the current Agreement, the Client grants to the Company a right to disclose information regarding the Client that may be necessary for conducting of transactions on behalf of and by the Client's instructions, or for carrying out of Client's instructions that have a non-trading character.

## 16. FORCE-MAJEURE

16.1. The list of force-majeure circulation includes, but is not limited by the following regional and world events that, when there are enough grounds, the Company considers to be reason for destabilization of a situation on one or several financial markets (including influence on specific basic instruments):

- terrorist acts on a national (country) scale, mass disturbances or civil embroilments, lawful or unlawful change of the current political regime

- natural or man-triggered catastrophes (fires, floods, earthquakes, nuclear catastrophes etc.)

- beginning of war or military actions

- political force-majeure events: resignations and reappointments (including according to the results of a vote) of representatives of national executive powers;

- conducting of exchange market interventions by government organizations;

- receipt of unauthorized access and other unlawful actions done by illegal intruders with regard to specific modules of the Company's *trading platform*

16.2. The list of force-majeure circulation that have significant influence on carrying out or failure to carry out Company liabilities before the Client, also includes government actions, actions of legal and executive powers and other circumstances that are impossible to foresee or prevent if they have a direct influence on the Company's activity.

16.3. In case of sufficient grounds, with or without agreement with the Client, the Company may establish a temporary period, during which force-majeure circulation has had a significant influence on the carrying out or failure to carry out conditions of this Agreement by both sides.

16.4. If the Company establishes the fact of force-majeure circulation having taken place, the Company has a right to, without preliminary notification:

- refuse the Clients to carry out transactions with one or several financial instruments;

- close incomplete transactions (open positions) in accordance with the prices that reflected the state of the basic market before force-majeure circulation took place;

- introduce changes to any trading conditions;

- temporarily stop the influence of one or several conditions of the current Agreement and of the *Rules for processing orders* appendix, if the existence of force-majeure events makes it impossible to carry out the conditions of any of the specified provisions.

## 17. INTERPRETATION OF THE CONDITIONS OF THE CURRENT AGREEMENT

17.1. In case of appearance of contradictions between the current Agreement and any other printed or electronic documents directly or indirectly related to the relationship of the Client and the Company (including appendices to the current Agreement), the clauses of the current Agreement have paramount force.

17.2. Section names and footnotes contained in the text of the current Agreement are provided as assistant reference information and do not influence interpretation of the current Agreement conditions.

## 18. ADDITIONAL CONDITIONS

18.1. If during the Client's *transaction* conduction process, a situation takes place that has not been described (or has not been described in sufficient detail) in the current Agreement or in other print or electronic documents that regulate the transaction conduction process, the Company is liable to act in accordance with the commonly accepted market practice, and in case of necessity, to additionally agree all its actions with the Client.

18.2. If any provision or condition of the current Agreement will be found as not having legal force by a court of the appropriate jurisdiction, then such a provision or condition will be reviewed as a separate part of the current Agreement, and herewith other provisions and conditions of the current Agreement will have legal validity.

18.3. The Company has a right to temporarily stop servicing the Client in the frameworks of the trading platform if there are sufficient grounds for this.

18.4. The Client does not have the right to enter into contract relations with Company employees regarding any questions directly or indirectly related to conduction of *operations*.

18.5. The Company has a right to change or introduce additional conditions to the current Agreement preliminarily having notified the Client about upcoming changes 10 (10) working days to the moment when those changes will begin to take effect. The Client has a right to either accept or refuse such changes or additional provisions of the current Agreement, and the Client must inform the Company about this during 3 (three) days from the moment of dispatch of these additions/changes to the Client. In case if the Client refuses to accept the changes (additions) of the current Agreement, about which it will officially inform the Company, the current Agreement will be considered terminated. A lack of any kind of reaction on the part of the Client in relation to the changes/additions to the conditions of the current Agreement proposed by the Company, will be taken as Client's agreement to the relevant changes or additions.

18.6. The integrated Client-Service mailing system and e-mail service are mandatory and sufficient means of notification of the Client about upcoming changes in the conditions of the current Agreement. Any letter sent to the Client using the integrated Client-Service mailing system is considered to be delivered within 1 (one) hour after dispatch. Any letter sent to the Client using e-mail service is considered to be delivered within 3 (three) hours after dispatch.

18.7. According to the standards of international law during the period of the Agreement performance the Company has the right to ask the Client to send the copy of identity documents. On receiving of the corresponding enquiry the Client commits to provide the Company with the copies of necessary documents within 5 (five) working days from the moment of enquiry receiving.

## 19. PROCESS OF TERMINATION OF THE CURRENT AGREEMENT

19.1. Conditions of the current Agreement have effect for an unlimited period of time, they come into effect from the moment of electronic or written acceptance of the Agreement by the Client and are active till its termination if it had not been otherwise agreed by the conditions of the present Agreement.

19.2. The Company and Client have a right to terminate the current Agreement any time without needing to explain their reasons for this. Termination of the current Agreement by the Client takes place by giving the Company instructions to withdraw all funds from the Client's trading account and to close this *trading account*. Termination of the current Agreement by the Company's initiative takes place by sending to the Client an official written notification about the upcoming Agreement termination. The Company is liable to notify the Client about the upcoming annulment in the time frames and in accordance with the conditions specified in clause 18.5 of the current Agreement.

19.3. Annulment of the Agreement does not influence any mutual liabilities that may have appeared in the course of carrying out of the conditions of the current Agreement.

19.4. For full and final termination of the current Agreement, the Company and Client are liable to repay all mutual liabilities and to complete (close) all *incomplete transactions* (open positions) on the Client's trading account. For carrying out the specified actions, the Company has a right to end any transaction that had not been closed independently by the Client before the moment of termination of the current Agreement, without receiving preliminary Client consent.

**The following documents are appended to the current Agreement:**

**Rules for processing Client's orders in trading operations**

**Risk acknowledgement**

**Contracts specification**