

Client Agreement

Under the terms of a public offer (hereinafter referred to as the “Agreement”), Otet Group Ltd. (hereinafter referred to as the Company), on the one hand, and the natural person filling out the registration form to open trading account with the Company (hereinafter referred to as the Client) on the other hand, collectively referred to as Parties, have concluded this Agreement:

1. General Provisions

1.1. This Client Agreement and its Addendum thereto as well as any information set forth on the official website of the Company, determine conditions of rendering by the Company of services to the Client regarding trade operations in the international exchange market (FOREX) and contracts for difference (CFDs), including all accompanying services and non-trading operations as well as rights and obligations of the Parties arising in connection to the procedure of rendering and execution of such services.

1.2. Services of the Company hereunder are as follows:

- a. opening and maintaining Personal Area and trading account(s) of the Client;
- b. providing the Client with access to trading platform allowing to obtain information and quotes from the Company, and to perform trade operations;
- c. executing trading and non-trading orders of the Client. Trading and non-trading orders execution leads to funds amount change on Client’s account;
- d. providing information and consulting services (training sessions and training materials, analytical articles and research, investment and financial advisory services, technical support, etc.). Service shall be considered rendered, if Personal Area of the Client has been registered or any trade or non-trading operation has been processed, including funds crediting to the Client’s account.

1.3. To receive services of the Company the Client is to complete Personal Area registration procedure on the Company’s official web-site: fill in registration form and accept this Agreement. Acceptance of the present Agreement by the Client shall mean that the Client have thoroughly read it, fully understood and agreed with all terms and conditions thereof.

1.4. The Client agrees that the Company has the right to unilaterally amend, add, rename or leave without changes any services rendered under the present Agreement with the notification of the Client within the period and under the conditions provided herein. Any amendments, additions, renaming of the services shall take effect immediately after notification of the Client in accordance with the procedure set forth in Section 3 herein.

1.5. The Client confirms that the present Agreement applies to the services that may be changed, added or renamed in future in addition to those services that are rendered to the Client at the moment of registration and opening of trading account.

1.6. All financial instruments, transactions to which are performed by the Client in accordance with the terms of the present Agreement, are for settlement. Physical transfer of currency or underlying assets (assets in the basis of the contract) does not take place during contract execution.

1.7. With respect to the Client's trading operations, the Company executes orders, as well as performs transactions contained herein, without providing trust management and without giving recommendations. Information or research materials published on the official website of the Company, or services provided to the Client in any other way, including through the trade copier services, as well as the private opinion or advice of any third party, do not constitute recommendations for any possible trade solutions. The Client is fully liable for all trading operations on his trading account and for his investment decisions.

2. Procedure of Opening of Trading Account

2.1. In order to open trading account in the Company the Client shall take registration procedure on the official website of the Company – fill out registration form for opening of trading account and accept this Agreement.

2.2. When undergoing registration procedure, the Client may select one of several available types of trading accounts offered by the Company. Specific conditions and peculiarities of service rendering for each type of trading accounts offered are available on the official website of the Company and are the integral part of the present Agreement.

2.3. A person who has filled out registration form for opening of trading account shall be deemed individual whose data is specified in such registration form. The Company does not assume any responsibilities for invalidity and/or unauthenticity of the information provided by the Client during opening of the trading account. The Client assumes responsibility for authenticity and validity of the data provided to the Company, as well as for any potential consequences resulting from its invalidity and/or unauthenticity.

2.4. After filling out registration form, confirmation of registration data of the Client and accepting of the present Agreement a trading account will be opened for the Client, and corresponding codes (login and password) are generated and presented to the Client that provide the Client with access to the personal account and Client's terminal. Access codes (login and password) are used for Client identification during performance of transactions and management of trading account and funds on it. Login is provided once and cannot be changed in future. Password can be changed at any time at the request of either Party. Changing of the password by the Client him/herself can be performed at any time and does not require notification of the Company. When password is changed on the initiative of the Company corresponding notice is sent to the Client's email address, set forth by the Client as a contact email.

2.5. The Client can open and manage account in USD or EUR at the Client's discretion. Account can also be opened in other currencies. The Client can find out the list of available currencies on the official website of the Company or by contacting Client support service.

2.6. The Client gets automatically generated Phone Password (code word) after trading account registration. This password is used for identification of the Client, when the Client orders trading operations execution via phone or requests information about trading account balance via phone.

2.7. To confirm request on operation of fund withdrawal from the Client's account an SMS message with dynamic password will be generated and sent to the Client's mobile phone that was previously indicated by the Client in the registration form. All requests to withdraw funds from the Client's account, which are not confirmed by a dynamic password, will be automatically rejected.

2.8. The Client assumes complete responsibility for confidentiality of the credentials of his/her trading account, as well as for any trading and non-trading transactions on the account performed by a person duly authorized within trading platform, on official website or server of the Company using credentials of the Client's trading account. All messages transferred to the Company by a person duly authorized within trading platform, on official website or server of the Company using credentials of the Client's trading account shall be deemed issued directly by the Client.

2.9. In case of loss of password by the Client the Company has the right to change existing password at the Client's request. List of the documents needed for Client's identification is determined by the Company individually.

3. Information Exchange

3.1. Labor Hours of the Company: around the clock from 00:00 Monday to 24:00 Friday EET (Eastern European Time: GMT+2 winter time, GMT+3 summer time).

3.2. Labor off Hours of the Company: from 00:00 Saturday to 24:00 Sunday EET (Eastern European Time: GMT+2 winter time, GMT+3 summer time). In addition, the Company's non-working time include the days of international holidays, entailing the closure of financial markets and stopping the trade of financial instruments, provided in the trading platform. Also, in the event of changes made by liquidity providers, the Company has the right to make appropriate adjustments to the schedule of trading instruments.

3.3. The Company can use following media for communication with the Client:

- a. email;
- b. internal mail of trading platform;
- c. facsimile communication;
- d. phone;
- e. mail;
- f. announcements on the official website of the Company.

3.4. The Company shall use for communication with the Client only those details provided by the Client when opening trading account or changed by the Client later in accordance with the established procedure. Correspondence and

information sent by the Company to the particulars set forth by the Client shall be deemed duly sent and the Client does not have the right to refer to invalidity or change of such particulars if the Company has not been notified by the Client beforehand and contact information has been changed inappropriately.

3.5. Any correspondence and information (documents, announcements, notifications, confirmations, requests, reports, messages, etc.) shall be deemed received by the Client:

- a. immediately after its sending to the Client's e-mail;
- b. immediately after its sending via internal mail of trading platform;
- c. immediately after its sending via fax; d. upon the ending of the phone call;
- e. after 7 calendar days from the date of mailing;
- f. one hour after publication of an announcement on the official website of the Company;
- g. one hour after publication of announcement in Personal Area.

3.6. Correspondence and information sent by the Company to the particulars specified by the Client, namely to Client's e-mail; specified fax; mail address; via internal mail of trading platform; or publication of the information on the official website of the Company shall be sufficient written notification.

3.7. The Client agrees that the Company has the right to delete messages that are not received by the Client via internal mail of client terminal after three calendar days from the date of sending of such messages.

3.8. The Client agrees that the Company has the right to keep record of oral and phone negotiations with the Client. Such records shall be Company's property and can be published as evidence of requests and instructions issued by the Client, and other facts of interaction between the Company and the Client, furthermore, records are used for improvement of Client experience.

4. Rights and Liabilities of Parties

4.1. Client has a right:

- a. Contact Company or an authorized provider of services of the third party and receive from them quotations and the information with the purpose of making trading transactions in financial markets.
- b. Conduct trading transactions in financial markets with the help of the trading platforms (software) provided by Company.
- c. Request and obtain from Company any information related to current status of his/her account on the first demand provided that there are technical facilities for communication between Company and Client.
- d. At any time to dispose with free money funds on his/her account (with the deduction of credit funds), upon that, this amount shall not exceed balance.

e. Send Company his/her instructions (requests and orders) on trading transactions in financial markets solely with the help of client terminal or over the phone.

4.2. Client guarantees that:

a. He/she has a full legal capacity.

b. He/she has attained majority.

c. He/she has essential authorities to conduct current Agreement, send requests and orders as well as to fulfill their liabilities under the present Agreement.

d. Conclusion of the present Agreement by Client and making (non) trading transactions including other actions under the present Agreement shall not violate any law, regulation and rules applied to Client or under the jurisdiction of Client's residency. Breach of the present term of the Agreement by Client does not imply any responsibility of Company as well as for the actions arising hereof.

e. Entire information provided by Client under the present Agreement is veracious, accurate and full in all aspects.

f. He/she fully undertakes liabilities and responsibility for all possible consequences which may result from his/her actions under the present Agreement.

g. Client shall be a sole authorized user of Company's services under a trading account, shall be fully responsible for confidentiality and safety of access details.

h. Client will not use two or more affiliated accounts in the Company registered for other people.

i. He won't use two or more trading accounts in the Company to open opposite directed trades on the same trading instruments.

j. Client confirms non-criminal origin, lawful possession and right for the funds debited to trading account in Company.

k. Trading systems used by the Clients do not aim at using possible software vulnerabilities.

l. Client's actions are not aimed at gaining unjustified profit by inflicting loss to the Company, including by using found vulnerabilities, errors and problems of trading platform or Company resources.

m. Client will not use trading strategies that are not economically viable without usage of Company's promotions and services including Company's partner program.

n. He won't use trading strategies, which can lead to the risk of funds losses, exceeding trading account balance.

4.3. Client shall:

a. comply with the terms and fulfill liabilities provided by the present Agreement, Appendixes hereto and in information published on the official website of the Company and specified in this Agreement and Appendixes hereto.

- b. pay for Company's services totally and timely.
- c. provide the Company with actual identification information and data, and immediately inform the Company on any changes thereof. The Client shall be responsible for any consequences regarding failure to notify the Company about changes of identification information and data.
- d. avoid disclosure of credentials and other information used for Client's identification for performance of trading transactions and management of trading account and its funds to any third parties.
- e. in the event there is a negative balance on his trading account, Client is entitled to depositing his own funds to bring account to zero within 10 (ten) calendar days on Company's requirement.
- f. immediately inform the Company about vulnerabilities, errors and problems in trading platform or on Company's resources.

4.4. Company has the right to:

- a. request a proper fulfillment of the terms hereunder by Client.
- b. request from Client provision of data and information required and sufficient for appropriate identification of the Client when opening trading account and performing trading and non-trading transactions by the Client.
- c. in case of improper execution by Client of his/her obligations hereunder terminate this Agreement unilaterally and deny access of the Client to the services, provided in accordance with the present Agreement.
- d. in order to prevent fraud, money laundering and other conflict situations Company has the right to demand Client's identification at any time. Client's identification shall be performed in accordance with the procedure set forth in Section 6 herein.
- e. Disable accounts of the Client if he/she connects to the trading server using software of third parties not listed on the Company's website.
- f. Suspend the service or reject providing the service to the Client without giving reason therefor.

4.5. Company shall:

- a. Provide Client with capability to perform trading and non-trading transactions in exchange markets under the terms and in accordance with procedures provided herein.
- b. Provide services in accordance with the terms of the present Agreement in quality manner.
- c. Timely and properly fulfill its obligations hereunder.
- d. Take all necessary measures to maintain confidentiality of the information retrieved from the Client.

5. Non-trading operations

5.1. In order to provide the possibility to perform trading transaction the Client shall on his own fund his trading account through the transfer of his own money to the Company's accounts to the bank details, specified in the personal account. The account can also be credited using all other methods set forth on the official website of the Company and available to the Client from his/her personal account.

5.2. The Client acknowledges and agrees that the Company will not pay the Client any interest for money deposited on his/her trading account, unless otherwise provided by additional marketing activities and services as presented in the website of the Company.

5.3. Withdrawal of available funds from the trading account (excluding credit funds and not exceeding the account balance) can be done by the Client at any moment at his/her discretion excluding the cases set forth herein and in appendixes hereto.

5.4. Account funding as well as withdrawal of funds from the account can be made in USD, EUR and other currencies, list of which the Client can get in the Client Area and by contacting Customer Support Service.

5.5. When funding trading account with currency other than the currency of trading account, the credited money is converted into the currency at the internal exchange rate of the Company. Internal exchange rates of the Company are set at the discretion of the Company depending on market situation, market volatility and other external and internal factors, any references to exchange rates in other sources are unauthorized. Up-to-date internal exchange rates of the Company are published in the Client Area.

5.6. Terms and procedure of funds transfer.

5.6.1. When making operation of funding account in the Company the sender's data have to completely match with the Client's data mentioned in the Client Area. In case of revealing the fact of funds transfer from third parties, the Company has the right, but is not obliged to:

- refuse to credit funds;
- block fully or partially the Client's access to the services of the Company;
- cancel transactions made on the Client's accounts;
- forcibly return to the sender's details the balance from the Client's account, but not more than the amount of the net receipt of funds (the sum of all Client's deposits minus the sum of all the Client's withdrawals);
- withhold all costs for the transfers' refund from third parties.

5.6.2. Funds from the trading account should be withdrawn in the same way and in the same currency to the bank account or electronic payment system with which the deposit was made in a proportional amount. When withdrawing funds, the beneficiary's data should exactly agree with the Client's data in the Client area and completely match with the Client's identity documents.

5.6.3. Depending on the deposit methods used by the Client, the Company has the right to:

- determine at its own discretion by what method and in what currency the Client can withdraw funds;
- reject a withdrawal request indicating in the comment by which payment system and in what currency the Client can create a request to withdraw funds from the trading account;
- Request documents for verification of a withdrawal method proposed by the Company to the Client and (or) to fund a Client's trading account by using the mentioned method.

5.7. Crediting of funds to the trading account of the Client shall be performed by the Company within one working day from the date of receipt of the money on Company's accounts or from the date of receipt of order for money transfer between the accounts within the Company.

5.8. The Client can perform funds transfer from his/her trading account to another trading account that belongs to him/her within the Company. Company reserves the right to prohibit internal transfers between Client's accounts at its sole discretion.

5.9. In case if trading accounts, between which funds are transferred, are handled in different currencies, then currency conversion during the transfer is performed at the internal exchange rates of the Company; information on the current state of such exchange rates is available on the official website of the Company and in the Customer Support Service.

5.10. Withdrawal of funds from the trading account that has open positions can be only performed within the limits of free margin on the account (excluding credit funds and not more than the account balance at the moment of order). If the amount of money withdrawn by the client (including fees, charges and other expenses) exceeds the amount of free margin of the trading account, then the Company reserves the right to decline such an order.

5.11. If Client has open positions involving the instruments on which trading sessions are closed by the moment of handling of the Instruction on withdrawal of money funds, the Company has the right to fully or partly reject such a withdrawal until required trading sessions are opened.

5.12. All withdrawal requests may be confirmed by dynamic password sent in SMS message to the phone number of the Client given in the Client Area. For safety reasons the Company manager has the right to contact the Client by given telephone number for verbal confirmation of withdrawal request.

5.13. All requests for funds withdrawals from the trading account of the Client shall be performed by the Company within the time, specified in the Regulations for non-trading operations.

5.14. All charges and fees connected to the transfer of money and calculations performed by the Parties are paid at the expense of the Client.

5.15. The Client agrees that in case of any failures of the software there may be delays of money crediting to the Client's trading account. The Company can perform manual crediting of money to Client's trading account in case of discovering of any failure of software that resulted in delays of automatic money crediting provided that the Client informed helpdesk staff of the Company about such delay.

5.16. The Client transfers money to the trading account in order to deposit it or to maintain open position at his/her own discretion. The Company does not send any requests to the Client for maintenance of required margin level.

5.17. The Company reserves the right to set limits for minimum and maximum amounts of crediting and withdrawal operations for a period (per once, per day, per month, etc.) for each crediting/withdrawal method. These restrictions shall be published in the Personal area.

5.18. In any cases when the Company has the right to get commission or other fees from the Client for the provided services in accordance with the terms of the present Agreement, as well as the cases when the Client shall indemnify any expenses incurred by the Company, corresponding amount will be deducted by the Company from the trading account of the Client without further authorization.

5.19. The Company is not obliged to disclose or provide information to the Client about fees or other remuneration, and other expenses incurred by the Company from the trading or non-trading transaction of the Client.

5.20. The Company has the right at its discretion and without giving reasons to refuse connecting or to disable promotions and services, to not credit or to deduct from the Client's account the payments in full under the Company's promotions and services (bonuses, rewards, prizes, etc.). In particular, if it's revealed the Client has a trading strategy that is not economically reasonable without the promotions and services offered by the Company, including the Company's partner program.

5.21. The Company has the right to fully deduct from the Client's account the payments made under the Company's promotions and services (bonuses, rewards, prizes, etc.) in case of funds withdrawal from the account by the Client, including funds transfer to another account.

5.22. The Company has the right to:

5.22.1. Block or permanently delete the Client's account, on which there are no operations initiated by the Client for more than 30 (thirty) calendar days in a row from the moment of opening the account (deposits, withdrawals, trading operations).

5.22.2. Fully deduct from the Client's account the payments made under the Company's promotions and services (bonuses, rewards, prizes, etc.) in case there are no operations initiated by the Client for more than 30 (thirty) calendar days in a row (deposits, withdrawals, trading operations).

5.22.3. Charge a monthly commission in the amount of 1 USD or the equivalent in the account currency for maintaining the Client's inactive account, on which there are no operations initiated by the Client for more than 90 (ninety) calendar days in a row (deposits, withdrawals, trading operations).

5.22.4. Block the Client's account, on which there are no operations initiated by the Client for more than 270 (two hundred seventy) calendar days in a row (deposits, withdrawals, trading operations).

5.22.5. Permanently delete the Client's account, on which there is not enough funds to pay commissions for maintenance of an inactive account.

6. Proof of Identity of the Client and Policy of Money Laundering Prevention

6.1. The “laundering proceeds of crime” (money laundering) in the context of this Agreement shall mean the action aimed at conversion of money and other tangible assets acquired from illegitimate activities (terrorism, drug dealing, illegal arms trade, corruption, human trafficking and others) into the money or investments, origin of which seems legitimate.

6.2. In order to prevent laundering proceeds of crime (money laundering) the Company reserves the right to apply means of internal control and programs for its implementation, and render assistance for international organizations for terrorism financing management.

6.2.1. The Company documents and checks identification data of the Client, and keeps and traces detailed reports on all the transactions performed by the Client.

6.2.2. The Company keeps track of all and any operations of the Clients that may have signs of illegal activity aimed at laundering proceeds of crime, and all operations that were performed under unusual conditions.

6.2.3. The Company does not accept cash as a deposit and does not pay cash under any circumstances.

6.2.4. The Company may refuse processing of operation at any point in case it has sufficient grounds to believe that such operation is somehow related to illegal activities.

6.3. The Client acknowledges that the identification data and information specified by him/her during trading account opening can be used by the Company under the program of prevention of money laundering.

6.4. According to international legislation the Company is not obliged to inform the Client about the fact that the corresponding body is notified about the Client’s suspicious activities.

6.5. The Client agrees that in case the Company has the reason to think that the trading account of the Client is used for money laundering, or that the owner of the account hides and provides misleading identification information and data, as well as in case there is a reason to believe that the transactions on the trading account of the Client have been performed with violation of the present Agreement, the Company reserves the right to suspend all operations on the Client’s trading account in order to conduct all necessary checks (registration data check, identification of the Client, checking of history of non-trading operations and transferring of funds, etc.) until complete explanation of circumstances.

6.6. To comply with recommendations on anti-money laundering, during registration of a trading account by Client and any trading and non-trading transactions, Company has the right to require that submission by Client of two identity and registration proof documents. Moreover, the Company has the right to require Client to submit following documents:

- Photo ID (photo of the Client holding identification document);
- Photocopy of the front of the card used for account funding or that will be used for withdrawals;

- Bank statement clearly indicating the holder of bank card used for account funding or that will be used for withdrawals;
- Photo of the Client on the background of the opened account of electronic payment system; - Photocopy of any other identification document;
- Photocopy of utility bill issued within the last 3 months;
- Notarized copy of any document mentioned above, contact details of a public notary;
- Other required documents. Above-mentioned documents are provided in the form of an electronic copy either a notarized copy required by at the discretion of Company.

6.7. It is preferable to provide documents of international sample in English. If documents are provided not in English, the Company has the right to request translation. The documents should be translated in English, printed and signed by a professional translator and provided to the Company with copies of original documents.

6.8. The Client should provide documents requested by the Company within fifteen working days of receipt of the relevant request, as well as meet the following requirements:

- Photos must be of high quality, color, clear and focused;
- The document text must be easily legible, there should be no shadows and highlights that can complicate the information perception;
- The requested document on the image should be presented in full, including lamination corners or edges, as well as the back side (if it contains your data and not empty);
- Graphic editors cannot be used to correct and process images;
- Photo ID (your photo with an identity document you hold) clearly shows your face and it takes up at least 30% of the photo area; - Proof of address (utilities bill, bank statement, etc.) must be no more than three months old. Photos taken before the request or sent not from the Client's e-mail may be rejected by the Company.

6.9. The Company has the right to suspend non-trading operations on the Client's account including withdrawal operations until the receipt of the documents requested for the purpose of Client identification.

6.10. In case of failure to submit the documents within the 15 calendar days from the moment of request, Company has the right to suspend all trading and non-trading transactions on the Client's account, unilaterally close all open positions at the current market prices and freeze all the assets on the trading account of the Client.

6.11. In case of failure to provide documents within 30 calendar days from the moment of request, this Agreement is considered terminated and the Company has the right to close opened trades of the Client at current market price, block access to the Client Area, block funds, cancel operations and trades on the accounts of the Client and archive account irreversibly.

6.12. The Client is responsible for the authenticity of the submitted documents (its copies) and recognizes the right of the Company, in the event of doubt as to their authenticity, contact the law enforcement authorities of the country of the document issuer to verify the authenticity of the documents. Upon detection of forgery fact or editing of the identification image in graphical editor this Agreement is considered terminated, and the Company reserves the right to attract the Client to account in accordance with the laws of the country of issuer. When the Agreement is terminated in accordance with this paragraph, the Company has the right to close opened positions of the Client at current market price, block access to the Client Area, block funds, cancel operations and trades on the Client's accounts and archive the accounts irreversibly.

7. Confidentiality

7.1. All information submitted by the Client when opening the account and in the course of further interrelations with the Company, as well as information about credentials, provided to the Client for operation, is completely confidential, unless in this Agreement and its Annexes indicated otherwise, and each Party is responsible for confidentiality and use of such information.

7.2. In the event of the Client making a claim against the Company via publicly available resources, the Company reserves the right to disclose obtained information about the Client to fully and objectively review the situation.

8. Responsibilities of the Parties

8.1. Responsibility of the Company:

8.1.1. In case of violation by the Company of terms hereunder due to circumstances the Company is responsible for which resulted in actual damage to the Client, the Client has the right to claim indemnification of actual damage.

8.1.2. The Company does not recompense short-received profit of the Client including the cases, when the Client had an intention to perform some action but did not perform it due to some reason. The Company does not indemnify any indirect losses and moral damage.

8.2. Responsibility of the Client.

8.2.1. The Client assumes total responsibility for all the actions performed by the Client in accordance with the present Agreement.

8.2.2. The Client shall bear sole responsibility for any actions resulting from the use of access codes of Client's trading account.

8.2.3. In case of violation by the Client of the terms hereunder, responsibility for which is not provided herein, as well as in case of any damage made by the Client to the Company, the Company has the right to write off without further authorization from the Client's account the amount of money sufficient for indemnification of the damage, and in

case of insufficiency of the amount of money on the Client's accounts for indemnification of the damage made, demand lacking money to be credited by the Client to his/her account for indemnification of the damage.

8.2.4. The request of the Company for the crediting of lacking money for full indemnification of damage shall be satisfied by the Client within 10 (ten) working days.

8.3. Violation of the provisions of the present Agreement by the Client committed within validity term of the Agreement shall be accepted by the Company for settlement irrespective of the prescription of its commitment, and for that reason the Company has the right to make claims to the Client within any timeframe.

8.4. The Client accepts and agrees to bear the full risk associated with the termination or suspension of any of electronic payment systems used by the Client. In such cases, the Company has the right to block the withdrawal of funds from the Client's trading account, to the extent in which this payment system was used to deposit funds within the last six months. The time of blocking of funds is limited to six months or terminates automatically after the resuming of work of the electronic payment system.

8.5. The Parties assume responsibilities in accordance with the present Agreement and other applicable regulation for failure to fulfill and/or for default in performance of the obligation under this Agreement.

9. Force-Majeure

9.1. The Parties shall not be held liable for failure to fulfill and/or for default in performance of the terms and conditions hereunder if such failure and/or default resulted from force-majeure circumstances; that is, such circumstances that the Parties were not able to reasonably prevent or foresee. Such circumstances include, but not limited to: earthquakes, floods, tsunami, other acts of God, industrial disasters, epidemics and epizootics, terrorist acts, riots, acts and actions of governmental authorities, embargoes, wars and military conflicts, or other circumstances occurring against the will of the Parties and usually referred to as force majeure.

9.2. Circumstances that eliminate liability (force-majeure circumstances), in accordance with this Agreement, also include illegal actions against the Company, its employees and/or property, including hacker attacks and other illegitimate actions in regards to Company's servers.

9.3. In accordance with the present Agreement force-majeure circumstances also include suspending of operation, liquidation or shutting down of some market, or absence of some event, on which the Company bases quotes, or implementation of limitations or special and unusual trading conditions in any market or in respect to any such event.

9.4. In case of occurrence of circumstances eliminating liabilities (force-majeure) the Company has the right to perform any or several following actions without prior notification of the Client:

- a. Increase marginal requirement;
- b. Close any or all open positions of the Client at the price that the Company shall reasonably consider fair;

c. Suspend and/or change implementation of one and/or several provisions of the present Agreement and Appendixes hereto for the period of such force-majeure;

d. Perform any other actions (or abstain from performance of any actions) in regards to the Company, Client and other clients, the Company considers it to be reasonable under such circumstances.

9.5. The Party, for which failure to fulfill or default in performance of the terms hereunder was caused by force-majeure circumstances, shall inform the other Party about such circumstances within thirty calendar days from the date of the occurrence thereof.

9.6. The Party that fails to inform the contractor about the occurrence of such force-majeure circumstances does not have the right to refer to such circumstances as force-majeure.

10. Procedure of Dispute Settlement

10.1. Possible disputes and contradictions that arise from the execution of the present Agreement subject to settlement through the negotiations between the Parties.

10.2. In case of any dispute the Client who considers his/her interests to be violated, shall submit a claim to the Company.

10.3. Deadline for a claim:

10.3.1. The claim, submission of which is based on the relation of the Parties in regards to performance of trading transactions in exchange markets, shall be submitted by the Client within three working days from the date of appearance of ground for submission of such claim.

10.3.2. The claim, submission of which is connected with performance of non-trading operations and other reasons, shall be submitted by the Client within 5 (five) working days from the date of occurrence of the grounds for submission of such claim.

10.3.3. Failure to submit a claim by the Client within specified timeframe shall be deemed confirmation of the Client's agreement with Company's actions and absence of any disputes and controversies.

10.4. A claim submitted by the Client with violation of stated period shall not be considered by the Company.

10.5. The claim shall be executed by the Client in the form of e-mail and/or via ticket system in the personal account, and sent to the official electronic addresses published on the official website of the Company. Claims submitted in other form (at public Internet resources, by phone, by fax or in any other way), shall not be considered.

10.6. The claim must have following content:

a. Name and last name of the Client;

b. Login for trading platform;

c. Description of dispute.

10.7. The claim submitted on the ground of trading transactions in exchange markets shall include the following:

a. Date and time of occurrence of dispute (trading platform time is used);

b. Ticket (number) of disputable position or pending order;

c. Regulatory document name and number of paragraphs that was violated by the Company according to the Client' opinion;

d. What actions the Company shall take to satisfy the claim according to the Client's opinion.

10.8. The claim shall not contain:

a. Emotional evaluation of the dispute;

b. Abusive statements in regards to the Company and/or its employees;

c. Swear words.

10.9. The Company has the right to decline a claim of the Client in case of failure to comply with the terms of execution and sending of such claim set forth in Procedure of dispute resolution section of this Agreement, and if the order under question was performed at the expense of the Company or profit mainly generated with the help of the Company's funds.

10.10. The Company considers a claim and makes a decision regarding disputable situation within the shortest possible timeframe. In case of availability of all data required for claim consideration term of its consideration shall be:

10.10.1. for the claims based on the trading transactions in exchange markets – ten working days from the receipt.

10.10.2. for the claims regarding other issues – twenty calendar days from the date of receipt.

10.11. In case if the Company has to request additional data and/or documents from the Client for the purpose of consideration of a claim, the beginning date of claim consideration shall be the date of receipt of all requested data and/or documents by the Company from the Client.

10.12. Log file of the server shall be the main source of information during settlement of disputes regarding trading transactions of the Client in exchange markets. Information contained in log file of server supersedes any other arguments during settlement of dispute, including information contained in the log file of client terminal.

10.13. In case the claim is considered to be reasonable settlement shall be performed in the form of compensatory payment credited to the Client's trading account. The Company does not indemnify short-received profit of the Client including the cases, when the Client intended to take some action, but failed to do so due to some reason. The Company does not indemnify any indirect losses and moral damage.

10.14. In case of making a decision in favor of the Client on the disputable situation the Company shall credit compensatory payment to the trading account of the Client within one working day.

10.15. Peculiarities, specific conditions and possible ways of settlement of disputes regarding trading transactions performed by the Client are described in more details in respective sections of Regulations for performance of trading transactions, which is the Appendix to the present Agreement.

10.16. In case any dispute occurs that is not described herein and in appendixes hereto final decision on such claim shall be made by the Company based on common market practice, internal policy of the Company and Company's vision of fair settlement of dispute. The Company can also use quotes from any other market maker for the comparative analysis of the quotes.

10.17. In case of failure to come to an agreement in the course of negotiations and/or disagreement of the Client with the decision made by the Company, the disputes subject to submission for consideration in the court of competent jurisdiction in accordance with the established provision of law.

11. Applicable Law and Jurisdiction

11.1. The present Agreement is executed and applied in accordance with legal regulations of the Company's country of incorporation. In case of any issues that are not provided for in this Agreement the Parties shall be guided by the applicable legal regulations of Company's country of incorporation.

11.2. All disputes and controversies that cannot be settled through the negotiations between the Parties subject to submission to the court of competent jurisdiction of Company's country of incorporation.

11.3. The Parties agree:

- a. That courts of Company's country of incorporation have the right of exclusive jurisdiction concerning the present Agreements;
- b. That they refuse any protests regarding dispute settlement resulting from the present Agreement in the courts of Company's country of incorporation;
- c. Never to make claims grounded by the fact that such settlements are inconvenient in regards to their location or that they do not have legal force in regards to any Party.

12. Amendment and Termination of the Agreement

12.1. The present Agreement between the Company and the Client becomes effective from the date of opening Personal Area by the Client in the Company and shall remain effective within the uncertain term.

12.2. The Company has the right to unilaterally change and add this Agreement with the necessary notification of the Client about it. Any changes and additions hereto shall become effective on the following calendar day after

notification the Client about it, unless otherwise is set forth within the content of such changes and additions or within the content of the notice thereof. Conduction of any trade or non-trading operation by the Client means unconditional acceptance of this Agreement by the Client.

12.3. Each Party has the right to refuse unilaterally performance of the present Agreement with the notification of other Party not less than fifteen calendar days prior to the supposed date.

12.4. In case of breach by the Client of terms of the present Agreement, and in cases set forth by legislation rules, the Company has the right to immediately and unilaterally terminate this Agreement. In this case, if the Client has some open positions at the moment of termination of the Agreement, the Company has the right to close such positions at current market price. Company shall recover the funds remaining on Client's account to Client or his/her duly authorized representative, but these funds shall not exceed net receipt of funds (the amount of all deposit with deduction of all withdrawals) on accounts of Client. Upon that, Company shall debit remains of funds on Client's account and won't recover these funds further.

12.5. The Client agrees that the Company has the right at its own discretion to suspend or deny fully or partially Client's access to Company's services with further notification of the Client about it. In this case effect of this Agreement shall be deemed suspended or it shall be deemed terminated from the moment of such suspending and/or cessation of service rendering for the Client.

12.6. The Company has the right without Client's consent to transfer rights and obligations hereunder and under appendixes hereto fully or partially to a third party provided that such legal successor agrees with the terms and conditions of this Agreement and appendixes hereto. The Client shall be notified by the Company in writing about such transfer of rights and obligations not less than fifteen calendar days before such transfer.

12.7. In case of cessation by the Company of performance regulated by this Agreement the Company shall inform the Client about such cessation not later than one month before. All money on the trading account of the Client shall be returned to him/her after closing of all open positions.

12.8. In case of Client's death (an individual) the right to request money withdrawal from the trading account of the Client shall transfer to the successors of corresponding priority or heir by will. In this case the right to use trading account of the Client and the right to perform trading transactions in exchange markets is not inherited.

12.9. Cessation of the present Agreement does not cancel obligations of the Parties before each other that occurred earlier out of this Agreement including any obligations regarding open positions, transactions for withdrawal/crediting of money to the trading account of the Client.

12.10. In the event that any provisions of this Agreement shall be determined null and void by a court of competent jurisdiction, this provision is to be regarded as an independent part of this Agreement, and will not affect legal effect of other parts of this Agreement.

13. Appendixes and Information about the Company

13.1. The addendum listed below shall be the integral part of the present Agreement:

- a. Addendum No.1 – Terms and definitions
- b. Addendum No.2 – Risk disclosure statement
- c. Addendum No.3 – Bonus policy
- d. Addendum No.4 – Fraud warning
- e. Addendum No.5 – Privacy policy

13.2. Information published on the official website of the Company shall also be the integral part of this Agreement.

14. Transaction Request Thresholds in Customer Contract

14.1. If the number of requests sent by the customer to the server exceeds 1,000 transactions within a 300-second timeframe, the trading account will automatically switch to "read-only" mode.

- a. In the event that the aggregate quantity of transaction requests surpasses 225 positions within a span of 5 minutes during the trading session, this provision of the customer contract shall become applicable.

14.2. If the number of requests sent by the customer to the server exceeds 10,000 transactions within a 3,600-second timeframe, in that case, the trading account will be blocked.

- a. Moreover, should the cumulative quantity of transaction requests exceed 2700 positions within a duration of one hour during the trading session, this clause of the customer contract shall likewise come into effect.

15. Use of Robots with API Integrations and Connectivity

15.1. Acceptance of Policy Regarding Unacceptable Trading Practices

Client acknowledges and agrees to abide by the Brokerage's policy regarding unacceptable trading practices, including but not limited to actions against side markets of feed price and high-frequency trading ("Unacceptable Practices"). Client understands that engaging in Unacceptable Practices is strictly prohibited and may result in termination of their account with the Brokerage.

15.2. Documentation and Reason of Trade In accordance with the Brokerage's policy, Clients utilizing Robots for trading purposes are required to provide additional documentation and reasons for trades executed through API integrations and connectivity. Client agrees to furnish all necessary documentation and explanations as requested by the Brokerage to justify trades made through Robots.

15.3. Termination of Account

The Brokerage reserves the right to terminate Client's account without prior notice in the event of:

- a. Engaging in Unacceptable Practices as outlined in Section 1 of this Agreement.
- b. Failure to provide requested documentation and reasons for trades as outlined in Section 2 of this Agreement.
- c. Any violation of the terms and conditions of this Agreement or the Brokerage's policies and regulations.

15.4. Acceptance

Client acknowledges that they have read, understood, and agreed to the terms and conditions set forth in this Agreement, including the policies regarding Unacceptable Practices and documentation requirements for trades made through Robots.

15.5. Investigation, Anti-Toxic Volume Measures, and Termination Clause

- a. Should the client-customer engage in trading activities that result in profitable outcomes through the aforementioned methods, the entirety of funds held within the account, excluding the initial deposits, shall be subject to investigation and anti-toxic volume scrutiny. During this investigative phase, the client-customer shall be prohibited from withdrawing any profits derived from such trading activities. Furthermore, these additional funds shall remain non-withdrawable until the completion of the investigation and confirmation of compliance with anti-toxic volume regulations.
- b. This clause is enacted to safeguard the integrity of trading operations and to mitigate the potential financial risks associated with toxic volume trading practices. The brokerage shall uphold its duty to ensure fair and transparent trading conditions for all clients, while also maintaining regulatory compliance and protecting its financial interests.
- c. By engaging in trading activities with the brokerage, the client-customer hereby acknowledges and agrees to abide by the terms outlined in this clause, and any breach thereof may result in immediate account termination and corrective actions as deemed necessary by the brokerage's legal department.
- d. In the event that the trader (herein referred to as "client-customer") engages in trading activities and executes positions using toxic volume via API connectivity facilitated by expert readers, resulting in detrimental financial outcomes for the brokerage, the brokerage reserves the right to terminate the client's account. Upon such termination, the brokerage shall correct the account balance to reflect only the initial deposits made by the trader. This correction shall be executed promptly and without prejudice, pending further investigation and verification by the legal department.

16. Hedging Policy: Guidelines and Prohibitions

In adherence to the Otet Group Ltd Client Agreement, our hedging policy is established to provide clear directives and prohibitions regarding hedging activities within our trading environment. Hedging, the practice of maintaining both long and short positions on the same financial instrument concurrently, is permitted as a trading strategy for clients. This approach offers investors flexibility in managing their investment portfolios and mitigating market risks effectively. However, it is imperative for clients to recognize that hedging with the intent of exploiting price discrepancies or engaging in spread arbitrage is strictly forbidden within our trading ecosystem. Any attempt to do so undermines market integrity and may lead to the immediate closure of the client's account.

Moreover, clients are explicitly advised against participating in hedging activities across multiple Otet Group Ltd accounts or with other similar evaluation firms. Group hedging, the practice of executing opposing trades on the same asset across multiple accounts simultaneously, is expressly prohibited within our trading environment. While this tactic may seek to capitalize on price fluctuations while minimizing market risk, it conflicts with our commitment to fair and transparent trading practices. Therefore, clients are urged to comply with these guidelines to uphold a level playing field for all participants and preserve the integrity of our trading ecosystem.

In accordance with the Otet Group Ltd Client Agreement, adherence to the established hedging policy is essential for maintaining a fair and transparent trading environment. Any violations of these guidelines will be subject to stringent disciplinary actions, including the potential closure of the client's account. We encourage all clients to familiarize themselves with our hedging policy and adhere to its provisions to ensure compliance with regulatory standards and uphold the integrity of our trading platform.

17. Prohibition of Latency Trading in Otet Group Ltd Client Agreement

The Otet Group Ltd Client Agreement unequivocally prohibits latency trading, an act that exploits delays in trade execution to gain unfair advantages in the market. Recognizing that such practices undermine the fundamental principles of fair and transparent trading, Otet Group Ltd strictly prohibits any activities associated with latency trading within its trading environment. This includes trading on delayed charts and the utilization of delayed data feeds, which provide traders with an unfair advantage over others. By engaging in latency trading, traders create artificial buying or selling pressure, distorting market prices and disrupting the natural balance of supply and demand.

Otet Group Ltd is steadfast in its commitment to maintaining a level playing field for all traders and upholding the integrity of financial markets. Any violation of the prohibition on latency trading outlined in the Client Agreement will be met with stringent disciplinary measures. These measures may include account termination and legal action to ensure compliance and preserve market fairness. Through these actions, Otet Group Ltd reaffirms its dedication to transparency, fairness, and trustworthiness in the financial markets.

Furthermore, Otet Group Ltd continually monitors trading activities to detect and prevent any attempts at latency trading or other unfair practices. Our dedicated team of compliance professionals employs advanced monitoring tools and surveillance techniques to ensure that all trading activities adhere to the highest standards of integrity and

compliance. Additionally, we provide ongoing education and training to our clients to raise awareness about the risks associated with latency trading and the importance of ethical trading practices. By fostering a culture of compliance and ethical conduct, Otet Group Ltd aims to promote a fair and transparent trading environment where all participants can trade with confidence and trust in the integrity of the market.