

END-USER LICENSE AGREEMENT FOR TRADING

These terms of use hereby governs the relationship between you, the Client (“you” or the “Client”), and us. This website is owned and operated by APEX Terminal (“us”, “we”, or the “Company”).

When you use the Company's trading services, this End-User License Agreement (the "Agreement") shall apply to such use to such extent as is applicable to the circumstances.

In addition to the Agreement and the Privacy Policy that you should review, your use of the Company's trading services is strictly subject to all additional rules which may apply from time to time to the trading services which you are using, including, but not limited to, the "Bonus Policy" and the "Deposit & Withdrawal Policy" (together the "Additional Rules") in each case as updated from time to time.

1. Introduction

1.1. By registering with the Company or by using the Company's trading services, you agree to be bound by this Agreement in its entirety and without reservation. As such, this Agreement constitutes a binding legal document between you and the Company and together with the Additional Rules which are deemed to be an integral part hereof, this Agreement shall govern your use of our trading services at all times.

1.2. By registering with the Company, you represent and warrant that: (a) All registration information you submit is truthful and accurate; (b) You will maintain the accuracy of such information; (c) You are Legally of Age (as such term is defined below) or older or else, or otherwise have the legal capacity to form a binding contract; and (d) Your use of the Company's trading services does not violate any applicable law or regulation or any obligation you may have to a third party.

1.3. All transactions between you and the Company take place in US where the Company's principal servers are located.

1.4. The Company's software (the "Software"), allows you to use our trading services (the "Services"). The Company reserves the right to suspend, modify, remove or add to the Site or Site Content (as such terms are defined below), the Company's platform or the Services in its sole discretion with immediate effect and without notice. The Company shall not be liable for any loss suffered by you resulting from any changes made and you shall have no claims against the Company in such regard.

1.5. In respect of your use of the Services, you may only have one account, for which you will register using your own actual name. You shall access the Software and use the Services only via your own account and you may never access the Software or use the

Services by means of another person's account. Should you attempt to open more than one account, under your own name or under any other name, or should you attempt to use the Services by means of any other person's account, we will be entitled to immediately close all your accounts, retain all monies in such accounts and bar you from future use of the Services.

2. Acceptance of Terms and Conditions

2.1. If you do not agree to any of the provisions of this Agreement you should immediately stop using the Software and remove the Software from your computer.

2.2. We reserve the right to amend, modify, update and change any of the terms and conditions of this Agreement (including each of the Additional Rules) from time to time and we will notify you of any such amendment, modification or change by publishing the new version of this Agreement on the relevant page of our Internet sites. Any modified version of this Agreement will take effect 10 days after its publication on the Internet Site and your continued use of the Services or the Software after the aforementioned 10 days will be deemed to constitute your acceptance of the changes to this Agreement. It remains your responsibility to ensure that you are aware of the correct, current terms and conditions of this Agreement and we advise you to check for updates on a regular basis. PLEASE NOTE: We take our responsibilities in relation to your privacy exceedingly seriously and therefore changes to the Privacy Policy are strictly subject to the modification provisions found therein.

3. Compliance with Laws

3.1. The offering of Forex, Indices, Commodities, Stocks & Cryptocurrencies on various underlying financial and other assets may not be legal in some jurisdictions. You understand and accept that the Company is unable to provide you with any legal advice or assurances in respect of your use of the Services and the Company makes no representations whatsoever as to the legality of the Services in your jurisdiction. Please verify the relevant laws in your jurisdiction before registering with the Company and using the Services.

3.2. The Services are intended only for users who are not prohibited by the laws of any applicable jurisdiction from acquiring financial contracts on the Internet. The Company does not intend to enable you to contravene applicable law. You represent, warrant and agree to ensure that your use of the Software and the Services will comply with all applicable laws, statutes and regulations. The Company shall not be responsible for any illegal or unauthorized use of the Software or the Services by you. Please consult legal counsel in the applicable jurisdiction if you have any doubts about the legality of your use

of the Software and the Services under the laws of any jurisdiction that applies to you. By accepting these terms, you agree to assist the Company, to the extent you are able, with its compliance with applicable laws and regulations.

4. Permitted Participation

4.1. No-one under the age of 18 or the age of legal consent for engaging in the activities included in the Services under the laws of any jurisdiction, whichever is higher ("Legally of Age") may use the Services under any circumstances and any person not Legally of Age who uses the Services will be in breach of the terms of this Agreement. The Company reserves the right to request proof of age at any stage to verify that persons not Legally of Age are not using the Services. The Company may cancel a person's account and exclude a person from using the Services if proof of age is not provided or if the Company suspects that a person using the Services is not Legally of Age.

4.2. We reserve the right to verify your registration details, such as name, address, age, and payment methods used, at any time, by requesting certain documents. These documents shall typically include an identity card, passport or driver's license, proof of address such as a utility bill, and proof of your payment method and DOD, declaration of deposit. If deemed necessary, we may request that the said document copies are notarized, meaning that the documents are stamped and attested by a Public Notary. In the event our requests for documents are not completed by the member, the Company may at its sole discretion terminate the account, and withhold any funds that are present therein. Should the documents fail our internal security checks – for example, if we suspect that they have been tampered with, or are in any way provided to mislead or misrepresent – we shall be under no obligation to accept such documents as valid, and under no obligation to provide feedback on the exact nature of our findings with regards to these documents.

4.3. We reserve the right to perform background checks on any member, for any reason, including (but not limited to) any investigation into the identity of the member, any credit checks performed on the member, or any enquiries into the member's personal history. The basis for such investigations will be dependent on the specific case, but could include (but is not limited to) verification of the member's registration details, such as the name, address and age, verification of the member's financial transactions, and verification of the member's trading activity. The Company is under no obligation to advise the member of such an investigation taking place. Such activities may include the use of specific third party companies, who perform the investigations as required. The Company may decide at its sole discretion to block a member's account and withhold all funds on the basis of such an investigation and its positive outcome for the Company.

5. Information Technology / Intellectual Property

5.1. The Company hereby grants you the non-exclusive, non-transferable, non-sub-licensable right to use the Software and all content derived from the Software, including, but not limited to, the copyright and all other intellectual property rights therein, in connection with the Services in accordance with this Agreement. The Software's code, structure and organization are protected by intellectual property rights. You must not:

5.1.1. copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise;

5.1.2. sell, assign, sublicense, transfer, distribute or lease the Software;

5.1.3. make the Software available to any third party through a computer network or otherwise;

5.1.4. export the Software to any country (whether by physical or electronic means);

5.1.5. use the Software in a manner prohibited by applicable laws or regulations (together the "Prohibited Activities").

5.2. You will be solely liable for any damage, costs or expenses arising out of or in connection with the commission of any Prohibited Activities. You shall notify the Company immediately upon becoming aware of the commission by any person of any of the Prohibited Activities and shall provide the Company with reasonable assistance with any investigations it may conduct in light of the information provided by you in this respect.

5.3. The brand names relating to the Company's trading platform and any other trademarks, service marks and trade names used by the Company either on its own behalf or together with its partners from time to time (the "Trademarks") are the trademarks, service marks and trade names of the Company or one of its group companies or its licensors or its partners and these entities reserve all rights to such Trademarks.

5.4. In addition to the rights in the Trademarks, the Company (or one of its group companies, licensors or partners) own the rights in all other content, including but not limited to the Software, images, pictures, graphics, photographs, animations, videos, music, audio and text available via the Software or on the Internet (the "Site Content") and the Site Content is protected by copyright or other intellectual property rights.

5.5. You agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that you print or download from the web site.

5.6. You hereby acknowledge that by using the Services or the Software you obtain no rights in the Trademarks or the Site Content and you may only use the same in complete accordance with this Agreement.

6. Your Representations and Undertakings

In consideration of the rights granted to you to use the Services and the Software, you represent, warrant, covenant and agree that:

6.1. You are Legally of Age as defined in this Agreement, you are of sound mind and you are capable of taking responsibility for your own actions.

6.2. All details provided by you to the Company either during the registration process or at any time thereafter, including as part of any payment deposit transaction, are true, current, correct and complete and match the name(s) on the credit/debit card(s) or other payment accounts to be used to deposit or receive funds in your account.

6.3. Without derogating from the aforementioned, should you use a credit/debit card or any other form of payment which is not in your private and personal name, we will presume that you have received complete and sufficient consent from the rightful owner or the person whom name is used on such payment instrument to make use of such payment instrument for the purposes herein, prior to your engagement with us. We shall not be obligated in any manner to examine such consent and shall bear no responsibility with respect to your representations hereunder. You will promptly notify us of any changes to details previously provided by you to the Company.

6.4. From time to time you may be requested to provide us with certain documents to verify the details of the credit card used by you to deposit money to your account. Depending on the outcome of these verification checks you may or may not be permitted to deposit further monies with the credit card previously used by you. Should any of the information that you provide to us be untrue, inaccurate, misleading or otherwise incomplete, you will be in breach of contract and we reserve the right to terminate your account immediately and prevent you from using the Software or the Services, in addition to any other action that we may choose to take.

6.5. If you are registering as or for a business entity, you hereby declare that you have the authority to bind that entity to this Agreement.

6.6. Your account with the Company is solely for your benefit. You shall not allow any third party (including a relative) to use your account, password or identity to access or use the Services or the Software and you shall be fully responsible for any activities undertaken on your account by a third party. You will not reveal your account username or password to any

person or business entity and you shall take all steps to ensure that such details are not revealed to any person. You shall inform us immediately if you suspect that your account is being misused by a third party or any third party has access to your account username or password so that we may investigate such matter, and you will cooperate with us, as we may request, in the course of such investigation.

6.7. APEX Terminal has the ability to block a client from the platform if they violated the privacy terms. APEX Terminal is obligated to keep all term of privacy to protect the traders and their trading accounts. A trader who will violate the privacy terms and share his password and personal information with a 3rd Party will risk his ability to log in to his account. In terms of this, APEX Terminal has the ability to decide to block the account and the initial deposit will be returned to the client with no profits.

6.8. You have verified and determined that your use of the Services does not violate any laws or regulations of any jurisdiction that applies to you.

6.9. You fully understand the methods, rules and procedures of the Services and Forex, Indices, Commodities, Stocks & Cryptocurrencies trading in general. Furthermore, you have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of trading in Forex, Indices, Commodities, Stocks & Cryptocurrencies and acquiring financial contracts via this Site and have done so without relying on any information contained in this Site.

6.10. You will not commit any acts or display any conduct that damages the reputation of the Company.

6.11. You are fully aware that there is a risk of losing money when trading in Forex, Indices, Commodities, Stocks & Cryptocurrencies and acquiring financial contracts by means of the Services and you are fully responsible for any such loss. You agree that your use of the Services is at your sole option, discretion and risk. In relation to your losses you shall have no claims whatsoever against the Company or any of its partners or their respective directors, officers or employees.

6.12. You acknowledge that by registering and using the Services you have to provide us with certain personal details about yourself (including details regarding your methods of payment). We shall handle all information provided by you diligently and we will not disclose such information to third parties except as provided for in the Privacy Policy. We urge you to read the Privacy Policy to ensure that you agree with our policies in relation to how your information is handled.

6.13. You shall use our Internet site (the "Site"), the Services and the Software in complete accordance with the terms and conditions of this Agreement and each of the Additional

Rules, all as amended from time to time, and you shall abide by all of the rules and instructions for engaging in the financial activities that comprise the Services.

6.14. You are solely responsible for recording, paying and accounting to any relevant governmental, taxation or other authority for any tax or other levy that may be payable on any amounts paid to you, as the Company does not, in general, collect tax on behalf of any authority in any form or manner. Notwithstanding the foregoing and without derogating from your sole and entire responsibility to perform tax payments, you agree that the Company may deduct tax, as may be required by the applicable law, but is not obligated to do so, from the results of the activity with the Company. You are aware that amounts that may be withdrawn by you from your account are "gross amounts", from which the Company may deduct such taxes, and that you shall have no claim towards the Company with regard to such deductions.

6.15. You are solely responsible for any telecommunications networks and Internet access services and other consents and permissions required in connection with your use of the Software and the Services. You shall be responsible for all access and service fees necessary to connect to the Site and assume all charges incurred in accessing such systems. You further assume all risks associated with the use and storage of information on your personal computer or on any other computer through which you will gain access to the Site and the Services.

6.16. You have implemented and plan to operate and maintain appropriate protection in relation to the security and control of access to your computer, computer viruses or other similar harmful or inappropriate materials, devices, information or data.

6.17. You will not transmit to or in any way, whether directly or indirectly, expose the Company or any of the Company's online service providers to any computer virus or other similarly harmful or inappropriate material or device.

6.18. You agree to use the information received from the information systems of the Company for the sole purpose of executing transactions inside and within the Site.

6.19. You shall not to use any electronic communication feature of a service on the Site for any purpose that is unlawful, tortuous, abusive and intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.

6.20. You shall use the Services and the Software only in good faith towards both the Company and other users of the Services. In the event that the Company deems that you have been using the Services or the Software in bad faith the Company shall have the right to terminate your account with the Services and any other accounts you may hold with the

Company and the Company shall be entitled to retain all monies therein. You hereby expressly waive any future claims against the Company in such regard.

6.21. You are responsible for the security of your username and password on your own PC or internet access location. If this username password combination is "hacked" from your computer, due to any viruses or malware that is present on the computer that you access your account with, this is your responsibility. You should report any possible hacking attempts or security breaches from your computer terminal immediately to the Company.

7. Prohibited Uses of the Site and Services; Indemnification

7.1. **Illegal Funds and Unlawful Activities:** You declare that the source of funds used by you on the Site is not illegal and that you will not use the Services in any way as a money transfer system. You will not use the Services for any unlawful or fraudulent activity or prohibited transaction (including money laundering) under the laws of any jurisdiction that applies to you (in particular, the laws of United Kingdom). If the Company has a suspicion that you may be engaging in or have engaged in fraudulent, abusive, unlawful or improper activity, including, without limitation, money laundering activities or engaging in a transaction out of market rates, or conduct otherwise in violation of this Agreement, your access to the Services may be terminated immediately and/or your account blocked. If your account is terminated or blocked in such circumstances, the Company is under no obligation to refund to you any funds that may be in your account. In addition to terminating your access to the Services and blocking your account, the Company reserves the right to prevent you from accessing any of the Company's other websites or servers, or accessing any other services offered by the Company. The Company shall be entitled to inform relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions (together "Interested Third Parties") of your identity and of any suspected unlawful, fraudulent or improper activity and you will cooperate fully with the Company to investigate any such activity.

7.2. **Money Laundering Prevention:** Preventing money laundering is a top priority and goal for regulatory authorities worldwide. Money laundering enables movement of illicit funds from criminal activities and makes them potentially available for terrorist activity. At APEX Terminal we are fully committed to preventing money laundering via a number of steps:

1. 1. Client identification and verification procedures via third-party data providers.
2. 2. Identification, monitoring and reporting of suspicious transactions
3. 3. Maintenance of trading records over an extended period of time

4. 4. Training of employees in regards to recognizing and preventing illicit financial transactions.
5. 5. APEX Terminal reserves the right to collect and ask for additional forms of identification from our clients prior to funding an account. Further the company reserves the right to refuse to process a transfer at any point if it believes the funds are in any way related to money laundering or criminal activity.

7.3. Circumvention: We have developed and employ sophisticated proprietary technology intended to seek out and identify users making fraudulent or unlawful use of the Services or Software. You shall not break into, access or attempt to break into or access or otherwise circumvent the Company's security measures. If, the Company believes, in its sole discretion, that you are in breach of this clause, the Company may terminate your access to the Services immediately and/or have your account blocked, and the Company may inform Interested Third Parties of your breach of this clause.

7.4. You agree that you will not do any of the following while using or accessing the Site, Services, the Company's trading platform or the Site Content:

1. 1. Interfere with or disrupt (or attempt to interfere with or disrupt) any web page available at the Site, servers, or networks connected to the Site, or the technical delivery systems of the Company's providers, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;
2. 2. Attempt to access, search, or meta-search the Site or content thereon with any engine, software, tool, agent, device, or mechanism other than software and/or search agents provided by the Company or other generally available third-party web browsers, including without limitation any software that sends queries to the Site to determine how a website or web page ranks;
3. 3. Use, launch, or permit to be used any automated system, including without limitation "robots", "crawlers" or "spiders".

7.5. You agree to defend and indemnify the Company and its officers, directors, employees, and agents and to hold them harmless from and against any and all claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with (i) your access to or use of the Site, the Company's platform, or the Services; (ii) your violation of any of the terms of this Agreement; or (iii) any improper or illegal use of your account.

8. Your Account

8.1. You are responsible for ensuring that you alone control access to your account, and that no minor or other person is granted access to trading on the site. Only experienced Account Managers should be allowed to trade in your behalf.

8.2. We take no responsibility for any third party access to your account and under no circumstances shall the Company be liable for any losses incurred by you as a result of misuse of your password by any person or for any unauthorized access to your account. In any case, all positions traded on your account and credit card transactions entered into the Site for your account, where your user name and password have been entered correctly, will be regarded as valid, whether or not authorized by you.

8.3 The APEX Terminal does not assume any obligations on finding out such ostensible authority and does not responsible for the consequences of any actions that have been taken or not taken by the Company based on the authority of any such person.

8.4. Accounts in which there are no transactions during a certain period will be considered by the Company as inactive. Such dormant accounts will be charged an maintenance fee. If the free remainder is zero, then nothing is collected. Therefore, all accounts with zero free balance will be closed. There will be no charge if the balance is zero. All accounts with a zero free balance will be closed.

8.5. The Company may, at any time, set off any positive balances in your account against any amount owed by you to us.

8.6. The Company may, at its sole discretion, impose volume or other limits on customer accounts.

8.7 When the limit of the plan which an account was started with is exceeded, the trade account automatically starts working with the benefits of the new plan.

8.8 In accordance with the aforementioned term, the account holder is to deposit 50% of the start up amount of the new plan or the account will be put on hold. Activities such as TRADES, FRESH DEPOSITS AND WITHDRAWALS , will not be allowed on the account until this is done.

9. Payment Transactions and Payment Fraud

9.1. Acquisition of a financial contract is completed when the financial contract has been customized, the premium (or the margin, as the case may be) has been calculated and payment has been verified. You agree to be fully and personally liable for the due settlement of every transaction entered into under your account with the Company.

9.2. Each user of the Service is fully responsible for paying all monies owed to the Company. You agree that you will not make or attempt to make any charge-backs, or deny or reverse any payment that you have made and you will reimburse the Company for any charge-backs, denial or reversal of payments you make and any loss suffered by the Company as a consequence thereof. The Company may, at its sole discretion, cease to provide the Services or withhold payment to certain users or to users paying with certain credit cards.

9.3. We reserve the right to run credit checks on all users with third party credit agencies, on the basis of the information provided to us on registration.

9.4. We reserve the right to use third party electronic payment processors or financial institutions to process payments made by and to you in connection with your use of the Services. To the extent that they do not conflict with the terms of this Agreement, you agree to be bound by the terms and conditions of such third party electronic payment processors or financial institutions.

9.5. In the case of suspected or fraudulent payment, including use of stolen credit cards, or any other fraudulent activity or attempted fraudulent activity (including any charge-back or other reversal of a payment), we reserve the right to immediately block a user's account, terminate a user's account, seize the funds within a user's account, refund to users only their initial deposits, reverse any pay-out made and recover any pending balance. We shall be entitled to inform any relevant authorities or entities (including credit reference agencies) of any payment fraud or otherwise unlawful activity, take legal action against a user, and may employ collection services to recover payments. However, under no circumstances shall the Company be liable for any unauthorized use of credit cards, irrespective of whether or not the credit cards were reported stolen.

9.6. All payments into your account must be from a single payment source, such as a credit card, debit card, charge card or a single bitcoin wallet, on which you are the named account holder.

9.7. Option payouts shall be determined by the Company from time to time by reference to the daily values reported on the Site relevant to the inter-bank trading data received by the Company for all options, provided that the Company shall have the right to make corrections to such data in the event of mispriced or typographically incorrect data.

10. Withdrawal procedure and regulations

10.1. The Client has a right to withdraw funds from his/her account only when the trading expiration period is reached depending on his/her investment plan.

10.2. All the withdrawals from the Client's account (regardless of the amount) shall be performed via withdrawal requests submitted by the Client in the platform only. No requests shall be accepted via any other means, such as telephone conversations, live chat, email, etc.

10.3. All the data of the requests, transactions and other interactions related shall be logged and saved accordingly.

10.4. All the withdrawals shall undergo an AML compliance check by the Company. The following general rules shall be applied:

10.4.1. Withdrawal shall be only performed to the same payment requisites that had previously been used for depositing the account. In case various requisites were used, the withdrawal shall be performed on a proportional basis.

10.4.2. In case credit/debit card had been used for deposit, a color photo of the card (with certain numbers and the CVC hidden) shall be requested prior to withdrawal.

10.5. New users are to pay a one time withdrawal processing fee calculated based on trading fees/ or conditions of the payment system used for withdrawal. Kindly note , the user cannot pay for this fee from the trading profits accumulated within the stipulated trading period.

10.6. Under no circumstances the withdrawal shall be performed to a third party's payment requisites.

10.7. In case the Client's withdrawal request amount exceeds the actual account balance, such withdrawal request shall be declined.

10.8. All clients are to settle the third party escrow without any hassle to prevent withdrawal from being held by the escrow. The escrow guarantees swift passage of withdrawals from the brokerage to the destination account or wallet.

11. Deposits

11.1. No deposits shall be accepted from the third parties. Such deposits shall be refunded immediately. This in particular is related to the credit/debit card deposits. The cardholder name without exceptions must match the account holder name. Any deposits failing to comply with this rule shall be voided immediately.

11.2. In case the deposit option nature does not presuppose instant credit and requires certain time to be processed (i.e. local or global bank wire transfer) the deposit shall be performed via a deposit notice. The deposit notice shall be created by the Client in his/her personal area. Upon reception of the funds the Company shall process the deposit request

accordingly (i.e. credit the Client's account with the actual received amount). The Client acknowledges that by nature of the bank transfer in exceptional cases such request may take up to 14 business days to be processed.

12. Account risks

12.1. The Client acknowledges that by definition he/she is the only person authorized to perform any trading activity in his/her account. Should the Client decide to grant access to his/her account to any third person and authorize this person to trade, the Client unconditionally accepts that he/she will bear complete responsibility for this action. The Company shall not be liable for any results (whether positive or negative) of such behaviour.

12.2. The deal closes according to the expiration time. If during the low volatility market there were less than three ticks in a deal it will not be recognized as a valid one. The investment of the deal shall be reimbursed to the trading balance.

12.3. The client faces risk of having his/her account disabled if withdrawal is initiated before due date, which would attract a reconnection FEE of \$250.

12.4. With the introduction of new advancements and upgrades to our software, it is required for connected users who are eligible for these upgrades to transition to the new plans and follow the system's recommendations. Should eligible users not move to the recommended plans, their accounts will be temporarily deactivated until they meet the necessary requirements.

13. Record Keeping

13.1. The Client acknowledges that all the phone conversations, live chat logs, emails and other conversations shall be recorded by the Company.

13.2. The records shall remain the Company's property during the whole storage time.

13.3. Under no circumstances shall the Company disclose any information contained in the records unless requested under the court verdict or any other legal request from the governing bodies.

13.4. The Client agrees that the data may be used for the Company's marketing and research activities held from time to time.

14. Copyrights

14.1. The Company's website, all materials and information contained therein, trading platform, brand name, domain names, etc are protected by the international copyright legislation.

14.2. It is strictly prohibited to copy, represent, or in any other way use this information for the purpose of promoting whatever activities and/or businesses.

14.3. It is strictly prohibited to copy, publish, display, disclose, rent, modify, lease, distribute, decompile or reverse engineer the APEX Terminal trading platform. Any attempts to do so shall be the subject of the court hearings in accordance with the international intellectual property legislation.

15. Other sources

15.1. Links to other websites owned by the third parties may be posted at the Company's website.

15.2. Such links do not represent authorization, coordination, cooperation, authorization, affiliation, sponsorship or any other kind of relationship with the aforementioned parties. The Company shall not be liable to any damages or losses incurred as a result of the usage of the abovementioned websites.

16. Amendments

16.1. The Company reserves a right to update and/or amend the provisions of these Terms and Conditions subject to prior notification.

17. Miscellaneous

17.1. These Terms and Conditions together with the Risk Notice, AML Policy and Privacy policy comprise the complete and entire agreement between the Client and the Company.

17.2. The Terms and Conditions do not constitute nor create any rights nor obligations to any third party.

17.3. The Client is not allowed to transfer whole or any part of his/her rights or obligations subject to these Terms and Conditions to any third party.

17.4. Any notices, news, messages send from the Company to the Customers by means of email, phone, internal platform messages or any other communication means shall be deemed received by the Client within 24 hours from the release. No claims shall be accepted on the failures of delivery, failures to receive and/or read them.

17.5. The Terms and Conditions on the whole as well as any disputes arising thereof shall be governed by the law of St. Kitts and Nevis

18. Force Majeure

18.1. A Force Majeure Event includes, without limitation, any act, incident or circumstance occasioned by act of God, war, fire, civil commotion, terrorism, flood, storm, interruption of power supply, electronic, communication equipment failure, civil unrest, act of government, labour dispute, inability to communicate with quotes providers for whatever reason, the suspension or liquidation of any third-party whatsoever or any other reason beyond the Company's reasonable control.

18.2. The Company shall not be liable for any kind of loss or damage incurred by the Client due to a Force Majeure Event.

18.3. The Client acknowledges that the Company shall in its reasonable opinion determine that a Force Majeure Event occurred or is about to occur; under such circumstances the Company shall take reasonable steps to inform the Client.

18.4. If the Company determines that a Force Majeure Event occurred, at Company's sole discretion and without prejudice to the Client's rights under this Agreement, the Company may:

- close any open positions at a price that the Company considers reasonable
- implement amendments to any closed positions
- amend the content of this Agreement by reason of impossibility for the Company to comply with it
- decline or postpone Client's funds withdrawal in a certain payment system

18.5. The Company shall not be considered in breach of this Contract to the extent that performance of its respective obligations (excluding payment obligations) is prevented by a Force Majeure Event that arises.

18.6. If a Force Majeure Event occurs, The Company shall, at all times take all reasonable steps within its respective powers and consistent with good faith and international industry practices (but without incurring unreasonable additional costs and at Company's sole discretion) to resolve every situation as it deems appropriate.

18.7. In cases where users connected to traditional terminals request for disconnection and closure of account, due to security measures within our risk management protocols, users connected to trading terminals will have their accounts set to inactive status and withdrawals will be disabled. To reactivate your account, you will need to deposit an amount equivalent to 50% of your total portfolio balance (the total sum deposited during



the period in question). This deposit is necessary for reactivation after your account has been disconnected from the associated terminal