

# **Service Agreement. Part 1**

Effective as of 01 February 2017 Updated on 02 April 2020

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## **1. General Provisions and Subject of the Agreement**

1.1. The individual who completed the registration form on the Company's website or on the trading platform and accepted the terms of this Service Agreement and its appendices at the time of registration (hereinafter referred to as the "Client"). The Company and the Client are collectively referred to as the "Parties".

Company 1 and Company 2 provide content and perform operational management of the business.

1.2. The following documents constitute an integral part of this Service Agreement (Appendices to this Service Agreement):

- a. the Trading Transactions Policy,

b. the Non-Trading Transactions Policy and the KYC/AML Policy, c. risk disclosure, and

d. other documents in the "Legal Information" section of the Company's website, including, but not limited to, the subdomains of the Company's website available to the Client and/or in the Trading Terminal.

The Company has the unilateral right to amend the list, name, and content of appendices to the Agreement. The Company has the right to add new appendices to the Agreement or remove existing appendices without making corresponding changes to this clause of the Agreement.

The text of this Service Agreement and its appendices are collectively referred to as the "Agreement".

1.3. The Agreement which is posted on the Company's website constitutes an invitation to make offers that shall be considered as a proposal to conclude this Agreement on its established terms.

The posted invitation is not public. The Company reserves the right, at its discretion, to refuse to conclude the Agreement with anyone explaining or without explaining its reasons for refusal, or, if registration was completed, to terminate its contractual relationship and block access to the Trading Terminal. The Client's registration on the Company's website or in the Trading Terminal is considered as the full and unconditional acceptance of the terms of the Agreement. As soon as the Company receives a payment to add funds to the Client's trading account, each Client's transaction made using the Trading Terminal or personal area becomes the subject of the Agreement.

1.4. The Client must carefully review the terms of the Agreement. By accepting the terms of the Agreement, the Client agrees to the terms of all appendices listed above, including the terms on the subdomains of the Company's website that are available to the Client. The Client also confirms that he/she is a legally capable adult and is not a resident of a country where trading in Fixed Time Trade may be deemed to be illegal. The Client also represents and warrants the following items to the Company.

1.4.1. All information provided during the Client's registration, as well as during the fulfillment of the Agreement, is true, accurate, reliable, and complete in every aspect. The Client independently completed the registration form.

1.4.2. The Client has the legal right to conclude the Agreement, make requests and orders, and to exercise his/her rights and fulfill his/her obligations in accordance with the terms of the Agreement.

1.4.3. The Client will execute trading and non-trading transactions personally, in his/her own name, and at his/her own expense, and will not execute such transactions using borrowed funds received from the other Company's Clients or third parties. The Client will be guided by the principles of integrity, honesty, and rationality. The Client will not conduct any actions agreed with the other

Clients of the Company to cause damage to the Company. The Client will not use the technical features of the quote-feed updating system in the Trading Terminal, and will not use any software errors, defects, and/or vulnerabilities discovered in the Trading Terminal to extract income, or distribute information on such vulnerabilities to third parties. The Client will not use unfair and dishonest methods or ways of making trades (transactions) with the Company. The Client will not use insider, confidential, or any other information that could result in advantage for the Client when trading with the Company, and/or could cause damage to the Company.

1.4.4. The Client will comply with legal standards, including international standards, intended to combat illegal trading, financial fraud, money laundering, and legalization of funds obtained illegally.

1.4.5. The Client will not use the Trading Terminal or the Company's website with the intention of abetting illegal financial activities or any other illegal transactions.

1.4.6. The funds transferred by the Client to the Company's accounts has legal origin, and the Client legally owns the funds and has the right to use and manage them. No funds will be added to the Client's account with third party's payment instruments. The Client will not deposit funds in the accounts of the third party's Clients, or transfer funds from the Client's account to the payment instruments of third parties.

1.4.7. No actions of the Client pursuant to the Agreement will violate any law, regulation, right, bylaw, or statutory rule and regulations applicable to the Client or in the jurisdiction where the

Client resides, or the provisions of any other agreement the Client is bound to, or which affects any of the Client's assets.

1.4.8. To execute transactions, the Client will use his/her account data from the Trading Terminal. The Client will not transfer his/her account data to third parties and will not use the account data of the other Clients of the Company for executing trading and/or non-trading transactions.

1.4.9. The Client is not a state or municipal public servant, employee of a state or municipal institution, employee of a state or municipal organization, employee of an organization with predominant state participation in its capital, a politically exposed person (PEP), a family member or a relative of a PEP. The Client is not a person who is closely associated with a PEP or a person who is associated with the USA or any other country in which the Company does not operate. Herewith, the definitions used in this clause will be interpreted and applied by the Company at its discretion and in accordance with the norms of international law and/or the laws of any other country, generally accepted terms, definitions, and good business practices.

1.5. The Subject of the Agreement is the definition of the general conditions regarding execution of transactions (making trades) by the Company, the content and procedures for which are established in the Agreement. The Company establishes the conditions of transactions (trades) and may amend the essential terms at its own discretion, may introduce restrictions on the number of transactions simultaneously made and introduce restrictions on the number of trades the Client can make within a time frame established by the Company, and other restrictions on trading at its discretion.

1.6. The Company reserves the right to engage third parties to fulfill the Agreement. Meanwhile, the Company is not responsible for services provided by such third parties.

## **2. Terms and Definitions**

2.1. Asset (Underlying asset): the underlying financial instrument of an Fixed Time Trade. . An asset may be a share in a company, market index, currency pair (the exchange rate of one currency to another), a commodity listed on a market, an Option on a commodity, etc.

2.2. Client's Account Balance: the amount of money on the Client's account.

2.3. Fixed Time Trade: a derivative financial instrument (trade) consisting of two operations: Making a trade and Closing a trade. The Company does not provide the Client with the opportunity to assume obligations exceeding the trade amount (the Company does not provide the Client with leverage).

2.4. Bonus: virtual funds credited by the Company to the Client's Account when the Client meets the conditions established by the Company. When the Client makes trades, the funds deposited by the Client are used first, and only after such funds are completely exhausted, the Client has the right to use the Bonus for further trading. As a general rule, the Client may not withdraw the Bonus to a Client's External Account. In the event the Client withdraws previously deposited funds to the Client's External Account, the Company has the right to deduct the full sum of the previously accrued Bonuses from the Client's Account. The Company has the right to set a minimum trade volume, as well as other conditions under which the Bonus is not deducted from the Client's Account and may be withdrawn and deposited in the Client's External Account. The rules for depositing, deducting, and using Bonuses, converting Bonuses into real funds, executing other transactions with Bonuses and the Client's funds (taking into account that the Bonus was accrued

to the Client's account simultaneously with the mentioned Client's funds), may be published by the Company on its Website.

In addition to Bonuses, the Company reserves the right to provide Clients with risk-free trades, and use other ways of rewarding and retaining the Client. In this case, a risk-free trade is defined as a trade, at the close of which the Client either receives the Income (if the Client fulfills the payout conditions established in the Clause 2.3 of the Agreement), or receives a refund of the Trade Amount (if the Client does not fulfill the payout conditions established in the Clause 2.3. of this Agreement). When the Client uses a risk-free trade that resulted in the return of the Trade Amount to the Client (because the target and asset price were equal when the Fixed Time Trade expired), the risk free trade offer is considered to be used by the Client.

2.5. Company's Website: an internet site at the address (domain name) tradecorp.com, other internet sites to which the Company refers in the Agreement or on the Company's website, and mobile applications of the Company.

2.6. Client's External Account: a Client's current account in a credit institution, or an account (wallet) in an electronic payment system.

2.7. Fixed Time Trade Expiration Time: the expiration time of classic derivative financial instruments included in the portfolio at the time of Making of a Trade.

2.8. Trading Time: the period of time when it is possible to perform trading operations regarding the relevant Underlying asset.

2.9. Funds Withdrawal: the deduction of money from the Client's Account to the Client's External Account.

2.10. Income: the amount of money that is determined and added to the Client's Account at the time of Closing of a Trade. The amount of Income is determined by the essential conditions of the trade and the Asset Rate. Income is deposited to the Client's account from the Company's guaranteed (compensatory, special) fund (reserves), which is formed in the manner determined by the Company at its own expense.

2.11. Making of a Trade: a transaction as a result of which the essential conditions of a trade creating the portfolio from two classic financial instruments are agreed between the Client and the Company. After the Trade is made and the trade settlement is transferred to the liquidity provider, a digital trade is considered to be opened.

2.12. Closing of a Trade: a transaction in which an open trade is closed upon the Fixed Time Trade Expiration Time agreed on by the Parties when a trade is made. Prematurely Closing of a Trade: a transaction as a result of which the Client and the Company agree on the essential conditions for a sale by the Client of the portfolio consisting of two Company's classic derivative financial instruments formed at the time of Making of a Trade before the trade is closed at the Fixed Time Trade expiration time. It is only possible to prematurely close a trade if the Company and the liquidity provider have the technical capability to do so. The Company may unilaterally and at its discretion provide or refuse to grant the Client the right to the Prematurely Closing of a Trade.

2.13. Exceptional situations: abnormal market condition and other exceptional conditions described in the Trading Policy.

2.14. Payout Ratio: the percentage that determines the Income amount set by the Company depending on the Fixed Time Trade asset and other Fixed Time Trade conditions.

2.15. Asset Rate: the price for the Underlying asset unilaterally determined by the Company on the basis of, included, but not limited to, information from liquidity providers, state central banks, and independent trading platforms, displayed in the Trading Terminal.

2.16. Log Entry: an entry in the database made by the Company's server that, with accuracy to the millisecond or, in the absence of such technical capabilities, with accuracy to the second, records all Client's requests and orders and their processing results. Every Client's request in the Trading Terminal and personal area is recorded in a log entry. This server data is the primary source of information used by the Parties as evidence if disputes related to the Agreement fulfillment arise. Moreover, data from Log entries on the Company's server has unconditional priority over all other arguments during the settlement of a dispute, including data from the Client's Trading Terminal log file. The Company reserves the right not to keep Log entries.

2.17. Direction of the rate change: an essential condition of a trade that determines the Fixed Time Trade payout and a type of classic derivative financial instruments included in the portfolio at the time of Making of a Trade. The Direction of the rate change may be "Up" or "Down".

2.18. Non-Trading Transaction: any Client's transaction to deposit or withdraw funds into or from the Client's Account.

2.19. Transactions: the Client's Trading and Non-Trading Transactions.



2.20. Open Trade: the Fixed Time Trade after it is made and before it is closed, for which it is not yet determined whether a payout is made or not.

2.22. Quote-Feed: a sequence of quotes displayed in the Trading Terminal.

2.23. In the Black: the state of an open trade if Income on the trade can be paid out on the basis of the current asset rate of the trade.

2.24. Payment Service Provider: a company that provides services for transferring funds.

2.25. Recurring Payment: a periodically repeating transaction to replenish the Balance of the Client's Account without reentering of the banking details by the Client.

2.26. Trade: an agreement between the Client and the Company under which the Client pays the Trade Amount and the Company agrees to pay a fixed Income if the Fixed Time Trade conditions agreed on by the Parties are fulfilled.

2.27. Company's Server: the Company's software whereby: the data on Clients' requests for trading and non-trading transactions' execution are processed and stored, the Clients are provided with the real-time quote data, trading and non-trading transactions' accounting is undertaken, compliance with trade conditions and restrictions on trade transactions are monitored, and the financial results of trades are determined.

2.28. Withdrawal Method: one of the ways the Client may withdraw funds, which is posted in the Trading Terminal and on the Client's personal area.

2.29. Trade Amount: the amount paid by the Client to the Company when the trade is made. The Client's income on an Fixed Time Trade if the trade terms are met in the manner specified in the Clause 2.10 of the Agreement.

2.30. Company's Account: the Company's current account in a credit institution, an account (wallet) in an electronic payment system, and other accounts.

2.31. Essential Conditions of a Trade (Essential Conditions of a trading transaction): conditions for paying out a Trade's Income to the Client by the Company.

2.32. Client's Account (Trading Account): a unique account in the Company's accounting system that records the funds transferred by the Client to make trades, from which trade amounts are deducted when a trade is made, and into which an income is deposited when a trade is closed and the essential conditions of a trade are fulfilled. The Client is entitled to only one Client's Account. In violation of this rule, the Company has the right to deny the Client providing further services, to repudiate the Agreement, and to block the further possibility to execute transactions without explaining its reasons and without paying out the funds from the Client's account. It is not considered as a violation of this clause of the Agreement if the Company, if possible, unilaterally grants the Client the right to use several currencies within the Client's account, as well as the right to use the Client's account in relations between the Company and the Client governed simultaneously by the Agreement and other agreements concluded between the Company and the Client, under which the Company has the discretion to grant the Client the right to use the Client's account to conduct trading transactions not provided for in the Agreement.

2.33. Trading Transactions: procedures to make and close Fixed Time Trade between the Company and the Client. Trading transactions are carried out at the place of the Company's registration. No physical delivery of assets takes place within the scope of trading transactions. Trade amounts for trading

transactions are deducted from the Client's account balance after a trade is made. The Incomes on trading transactions are deposited into the Client's account after a trade is closed.

2.34. Trading Terminal: software whereby the Client can view real-time quote data, execute trading and non-trading transactions, and receive messages from the Company. Logging into the Trading Terminal is protected by a password the Client creates upon registration on the Company's website. All orders carried out via the Trading Terminal are deemed to be carried out personally by the Client. Use of the Trading Terminal is prohibited for the following individuals: Clients from

countries where trading in the Fixed Time Trade or in other over-the-counter derivatives is illegal, as well as the employees, affiliates, agents, and other representatives of the Company and relatives of the aforementioned individuals. The section of the Trading Terminal whereby the Clients can execute non-trading transactions in the Agreement may be referred to as their Personal area.

2.35. In the Red: the state of an open trade if the Income on the trade cannot be paid out on the basis of the current Underlying asset rate of the trade.

2.36. 1-Click Service: the service to make a deposit into the Client's Account Balance via the Client's bank (payment) cards without entering banking (payment) details of the cardholder.

2.37. Target: the level of an Underlying asset's prices with respect to which trade results are calculated.

2.38. Cookie: a small data set that includes an anonymous unique identifier that is sent to the web browser of the Client's computer or mobile telephone (hereinafter referred to as "Device") from

the Company's server (website) and is stored on the Client's device. The Clients may configure their web browser to block cookie's access to their device. When the Client visits the Company's website, the viewed pages and cookies are downloaded onto the Client's device. Cookies stored on the device may be used for anonymous identification if the Client revisits the Company's website, and to determine the website pages that are most popular among Clients. Cookies stored on the Client's device help the Company create the most user-friendly and efficient website for Clients by providing the opportunity to identify Clients' preferences.

2.39. Trading Signals: information about the state of the market gathered by the Company based on analytical conclusions the Company is entitled to provide at its discretion to some or all Clients with respect to certain market indicators. Trading signals are neither an offer nor the Company's explicit recommendation to Clients to engage in trading transactions or to make trades. The Company is not liable for the accuracy of Trading signals and for the Client's trading transactions and trades based on Trading signals. The Clients may, at their discretion, consider or ignore Trading signals when making trading transactions and trades.

2.40. Quote: the current asset rate displayed in the Trading Terminal. The terms used in the Agreement with definitions not included in this clause are to be interpreted in accordance with the generally accepted business practices for transactions with derivative financial instruments.

2.41. Fixed Time Trade with over-the-counter (OTC) Asset is a derivative financial instrument (trade) consisting of two operations: Making a trade and Closing a trade. The trade is executed considering features stated herein. Herewith, the Clients agree that OTC Assets are quoted by the Company with the use of over-the-counter sources of information. The Clients also accept that when making Fixed Time Trades with OTC Assets the Company does not transmit such trades for execution to liquidity providers and executes them

on its own account. Thus, no trade transmission to liquidity provider is required to Make a trade and no liquidity provider consent is required for Prematurely Closing of a Trade.

### **3. Communication and Provision of Information**

3.1. To communicate with the Client, the Company may use: - an email,  
- a fax,  
- a phone,

- text messages,
- postal mails,
- various types of messages sent to the Client in the Trading Terminal, personal area, browser

window, etc. (push notifications, reminders, service messages, etc.), and - announcements on the Company's website.

3.2. To promptly communicate with the Client to resolve issues related to the Client's transactions, the Company will use the Client's contact information supplied during registration or what was amended thereafter pursuant to Cl. 4.5. of the Agreement. The Client agrees to accept message from the Company at any time.

3.3. Any correspondence (documents, notifications, confirmations, announcements, reports, etc.)

is considered to be received by the Client:

- 1) one (1) hour after emailing;
- 2) immediately after faxing;
- 3) immediately after phoning;
- 4) immediately after text messaging;
- 5) seven (7) calendar days after mailing via post;
- 6) immediately after posting on the Company's website.

3.4. The Client may also contact the Company via email at [help@tradecorp.com](mailto:help@tradecorp.com) and other email addresses, and call the numbers listed in the Agreement and on the Company's website.

3.5. The Client understands and agrees that, if the Client behaves inappropriately during conversations with a Company's representative, the Company reserves the right to repudiate the Agreement unilaterally.

3.6. The Company may use the contact information provided by the Client to send informational, marketing, and advertising materials and service messages, and to resolve other tasks. The Company determines the frequency with which it sends messages to the Client at its discretion. If the Client wishes to opt out from the Company's informational (and other) messages, he/she must unsubscribe from it by clicking the "Unsubscribe" link (if the message's format provides this possibility) or by contacting Customer Support.

#### **4. Terms of Use for the Company's Services**

4.1. Upon registration, the Client undertakes to provide correct and reliable identification information in accordance with the requirements of the Client's registration form.

4.2. After successful registration, the Client will be granted access to the Trading Terminal, the possibility to deposit funds to the Client's Account (make a security deposit into the Client's Account in order to conduct Fixed Time Trades) and to execute other transactions.

4.3. The Client must promptly inform the Company about the changes in his/her identification and contact information (within seven (7) days after such change) by making the appropriate changes in the Trading Terminal or in any other way offered by the Company. To identify the Client and verify the origin of the Client's funds at any time after registration, the Company has the right to request, and the Client is obligated to provide within seven (7) days after the request is received, any identification documents (including ID, proof of residence, proof of financial standing, and other documents at the Company's discretion). The Company reserves the right to suspend trading and/or non-trading transactions on the Client's Account if it is discovered that the Client's identification details are incorrect or inaccurate. In addition, if the Client does not provide the requested documents, the Company has the right to block the Client's access to the Trading Terminal until the identification process has been completed. The Company also has the right to demand that the Client complete the identification process by visiting a Company's authorized agent in-person and/or providing documents, the list of which is determined by the Company at its discretion.

4.4. Logging into the Trading Terminal is password protected.

4.4.1. The Client confirms and agrees that access to the Trading Terminal will be protected with a password created independently by the Client during registration. The Client cannot transfer his/her Trading Terminal password to third parties.

4.4.2. The Client assumes full responsibility for password protection and prevention of unauthorized third-party access to it.

4.4.3. All orders made in the Trading Terminal using the Client's password will be considered to be made by the Client unless otherwise specified by the Company.

4.4.4. Any person who obtains access to the Trading Terminal by entering the Client's password will be identified as the Client unless otherwise specified by the Company.

4.4.5. The Company is not responsible for any losses the Client may incur in the event of the theft, loss, or disclosure of his/her password to third parties, or the unauthorized use of registration details by third parties.

4.5. The Client can change the password to the Trading Terminal on his/her own or use the procedure for password recovery set by the Company.

## **5. Claims Procedure and Dispute Resolution**

5.1. The Parties have agreed that they will make every effort to settle, by means of negotiation, all disputes between the Company and the Client related to transactions, payouts, and other actions provided for by the Agreement.

5.2. If a dispute arises, the Client may submit a claim/complaint to the Company and send an application/appeal to the Company. All the



claims/complaints/application/appeals related to transactions executed by the Client shall be submitted by the Client in compliance with the following requirements:

5.2.1. the claim/ complaint/ application/ appeal shall be submitted in writing;

5.2.2. the claim/ complaint/ application/ appeal shall contain the following information: the Client's last name, first name, patronymic (if any), email address, the Client's Account number, date and time of occurrence of a disputable situation, a brief description of the disputable situation,

the Client's demands, the amount of the claim and its reasonable calculation (if the claim is subject to monetary evaluation), circumstances on which the Client bases his/her claims and evidence supporting them, including a reference to the violated provisions of this Agreement (and appendices hereto) in the Client's opinion, a list of documents and other evidence attached to the claim/complaint certified by the Client, and other information necessary to settle the dispute;

5.2.3. the claim/ complaint/ application/ appeal shall be sent by the Client no later than 5 (five) working days from the date of the event on which the relevant claim (complaint) is based. The Client agrees that the delay in filing a claim (complaint) is the basis for its rejection;

5.2.4. the claim/ complaint/ application/ appeal can be sent by e-mail to [claim@tradecorp.com](mailto:claim@tradecorp.com), or sent by registered/certified mail. Claims/complaints/applications/appeals issued and sent in another form are not accepted.

5.3. Claims/complaints/applications/appeals cannot contain: a) emotional evaluation of the disputable situation;  
b) offensive statements about the Company, and/or  
c) profanity.

5.4. To respond to the claim/complaint/application/appeal, the Company reserves the right to request additional documents and/or information from the Client. The claim/complaint/application/appeal will be reviewed on the basis of the information provided by the Client and log entries from the Company's server. Log entries from the Company's server has the absolute priority over other evidence and proof. The Company is not responsible for incomplete trades and does not reimburse for any financial or non-pecuniary damage incurred by the Client with respect to what the Client considers to be the lost profit. When considering disputes, the

Company does not consider the Client's references to the information from other companies and websites.

5.5. The Company may reject the claim/complaint/application/appeal if the terms and conditions of the Section 5 are violated.

5.6. The Company shall consider the claim/complaint/application/appeal within no more than 10 working days after its submission. This term does not include the time for the provision of the additional documents by the Client upon the Company's request.

5.7. If the Client's claim/complaint/application/appeal was not settled by the Company using the above dispute settlement procedure, the Client may submit a claim to the Financial Commission ([www.financialcommission.org](http://www.financialcommission.org)).

5.8. In addition to the dispute resolution procedure established in Cl. 5.2.-5.7., the Client may file a court claim subject to the obligatory compliance with the aforesaid dispute resolution procedure. The dispute resolution procedure is deemed to be complied with if:

- a) the form and content of the claim meet the requirements of Cl. 5.2.1., 5.2.2., and 5.2.3;
- b) the claim is sent to the Company's registered address by registered/certified mail;
- c) the Client has receipt confirmation of the claim by the Company;

d) the deadline for responding to the claim has passed. The deadline for the response to the claim is 60 (sixty) calendar days after the Company receives the claim.

5.9. In the event of any disputes, the Company reserves the right to fully or partially block transactions in the Client's Account until the dispute is settled or the Parties reach an interim agreement.

## **6. Applicable Laws**

6.1. This Agreement is governed by the laws of the Republic of Cyprus. The Services under the Agreement are provided in the Country of the Company's Registration.

6.2. The Client unconditionally:

a) agrees that the courts of the Country of the Company's Registration have exclusive jurisdiction to execute any legal proceedings in relation to the Agreement;

b) submits to the jurisdiction of the courts of the Country of the Company's Registration;

c) waives any appeals with respect to the court proceedings in any of such courts;

d) agrees to make no claims regarding inconvenience of the trial's location, and not to declare that the trial's location has no legal jurisdiction over the Client.

6.2. The Client unconditionally:

a) agrees that the courts of the Country of the Company's Registration have exclusive jurisdiction to execute any legal proceedings in relation to the Agreement;

b) submits to the jurisdiction of the courts of the Country of the Company's Registration; c) waives any appeals with respect to the court proceedings in any of such courts;

d) agrees to make no claims regarding inconvenience of the trial's location, and not to declare that the trial's location has no legal jurisdiction over the Client.

## **7. Force Majeure**

7.1. The Company reserves the right to claim force majeure circumstances if it has sufficient grounds to do so. Force majeure circumstances include, but are not limited to:

a) any action, event, or occurrence including, but not limited to, strikes, riots, civil strife, terrorist acts, wars, natural disasters, accidents, fires, floods, storms, power outages, interruptions in communication, software, or electronic equipment, incorrect operation of any type of equipment or software, quote-feed instability, interruptions in the operation of or the instability of liquidity providers, etc., which, in the Company's reasonable opinion, led to the destabilization of the market(s) for one or more assets (instruments);

b) the suspension of operation, liquidation, or closure of any market, or the absence of any event on which the Company bases quotes, or the introduction of restrictions or unique/non-standard trade conditions in any market, or in relation to any such event.

7.2. If the Company has established the occurrence of force majeure circumstances, the Company has the right (without prejudice to the Company's other rights) to take any of the following steps at any time without prior written notification :

a) to cancel any or all trades of the Client, the result of which is directly or indirectly caused by force majeure;

b) to suspend or to amend the application of one or all provisions of the Agreement as long as the force majeure event renders it impossible for the Company to comply with these provisions;

c) to take, or conversely, not to take any action with respect to the Company, the Client or other clients, if the Company, basing on sufficient grounds, deems it appropriate under the current circumstances.

7.3. The Company is not responsible for breach (improper fulfillment) of obligations if force majeure events interfered with such fulfillment.

## **8. Responsibility of the Parties**

8.1. The responsibilities of the Parties to the Agreement is determined by the terms of the Agreement and its appendices.

8.2. The Company is responsible only for real loss caused to the Client as a result of the Company's deliberate failure to fulfill its obligations specified in the Agreement. The Company is responsible for the actions of its representatives, departments.

8.3. The Client is responsible to the Company for damages incurred by the Company due to a fault of the Client, including:

a) damages caused as a result of the Client's failure to provide (or late provision) of any documents that must be provided to the Company under the Agreement and its appendices, and for damages caused to the Company because of any misstatement contained in the documents provided by the Client;

b) damages caused to the Company because of the abuse of the Company's services provided to the Client, including damage (damages) caused to the Company by using the robotized and automated transaction algorithms and/or special software tools and other tools, devices, methods,

and techniques that facilitate or contribute to the violation of the principle of integrity, honesty and fairness in the execution of transactions;

c) damages caused by the Client as a result of actions, coordinated with the other Company's Clients and/or affiliates of the Client, aimed at causing losses to the Company; for other damages caused to the Company by the Client by using the other unfair and dishonest methods and techniques for making trades (executing transactions) with the Company, including the usage of bonuses. In any event, "the Client's affiliates" refers to any of the following persons with regard to their relationship with the Client: those in a

kinship relationship of any degree, family members, partners, or other relations, those residing at the same address, those using the same devices, those engaged as the Company's Clients by the same partner or the Client of the Company, and those engaged in any collective activity with or without the formation of a legal entity. The Company reserves the right to expand the list of situations and attributes based upon which the Client and third parties may be recognized as affiliates.

d) if there is sufficient evidence to suggest that the Client attempted to illegally use the software provided by the Company and the funds transferred to the Company's account;

e) damages caused to the Company as a result of deriving income from the use of the technical features of the quote-feed updating system in the Trading Terminal, and deriving income from the use of the software errors and vulnerabilities in the Trading Terminal;

f) damages caused to the Company by the Client's use of insider, confidential, or other information whereby the Client was provided with any kind of advantages in making trades with the Company.

The Company has the right to deduct the aforesaid damages from the Client's account and/or the accounts of other persons (if it is established that these accounts belong to the Client (or the Client's accomplices) by means of the Company's technical and other equipment and tools). The Company also has the right to block further transactions in the Trading Terminal and the personal area to the Clients with respect to whom the Company has sufficient grounds and suspicions to classify their actions (including collective actions with other Clients) as aimed at causing damages to the Company, and to transfer funds from the Client's account to the Company's one.

8.4. If the Client violates the Agreement, the Company reserves the right, at its own discretion, to:

8.4.1. revise the amount of the Company's financial obligations to the Client and amend the data (balance) of the Client's Account;

8.4.2. suspend the provision of the services to the Client and block access to the Trading Terminal. If the Company blocks the Client's access to the Trading Terminal, the Client is obliged to take all necessary and reasonable steps to remedy the reasons for blocking access to the Trading Terminal. If the Client does not take any measures or actions to remedy the mentioned reasons within thirty (30) days, the Company reserves the right to deduct all the funds from the trading account. The Company reserves the right but is not obligated to recover all the deducted funds back into the Client's trading account if the Client satisfies all the requirements needed to lift the block on their trading account.

8.5. If the Client violates any terms of the Agreement and its integral parts listed in Cl. 1.2., including the refusal to undergo the necessary checks and provide the necessary information, the Company has the right to repudiate the Agreement, to void any Client's transaction, to close one, several, or all the Client's trades at any time at its discretion, and stop rendering the services to the Client, returning or without returning the funds to the Client at its own discretion. Any violation

of the terms listed in this clause deprives the Client of the right to demand a payment or a refund from the Company.



8.5.1. If the Company has repudiated the Agreement with the Client for the violation of the terms of the Agreement, the Client has no right to open a new account, including by entering third party's data during registration. If the Company reveals the Client's violation specified in this clause, the consequences stipulated in Cl. 8.5. of the Agreement follow.

8.6. The Company is not responsible to the Client for any damages, losses, lost profit, missed opportunities (including, but not limited to, due to possible market fluctuations), expenses, or detriment incurred by the Client as a result of making trades pursuant to the terms of the Agreement.

8.7. The Company is not responsible in the event of a discrepancy between the information displayed in the Client's Trading Terminal and the information on the Company's server in the process of defining the financial result of the Client's trades. To resolve such discrepancy, the Company will adjust the data in the Trading Terminal in accordance with the information available on the Company's server.

8.8. The Company is not responsible for the Client's damages if such damages resulted from hacker attacks, accidents in (malfunctions of) computer networks, communication networks, power lines, and/or telecommunication systems, etc. directly used to agree on the essential conditions of the Client's transactions or ensure other Company's operating procedures that occurred through no fault of the Company.

8.9. The Company is not responsible for technical failures and/or interruptions in the Trading Terminal's operation that occurred as a result of hacker attacks, accidents in (malfunctions of) computer networks, communication networks, power lines, and/or telecommunication systems, etc., and for the Client's damages resulting from such malfunctions and/or interruptions.

8.10. The Company is not responsible for the results of transactions that the Client decided to make on the basis of analytical materials provided by the Company and/or third parties. The Client has been informed that transactions made in accordance with the Agreement bear the risk of not receiving the expected income and the risk of loss of some or all of the money deposited in his/her Client's Account. The Client acknowledges that unless there is fraud, a deliberate breach of obligations, or gross negligence on the part of the Company, the Company is not responsible for any losses, expenses, costs and damages of the Client resulting from the inaccuracy of information provided to the Client, including, but not limited to, information about the Client's trading transactions. The Company reserves the right to cancel or close any Client's transaction under the conditions established in the Agreement. However, all transactions executed by the Client as a result of inaccurate information or error remain valid and must be fulfilled by both the Client and the Company.

8.11. The Company is not responsible for any losses the Client may incur in the event of a theft, loss, or disclosure of their Trading Terminal password to third parties. The Client assumes full responsibility for protecting his/her password and safeguarding it against unauthorized third-party access.

8.12. The Company is not responsible for breach (improper fulfillment) of its obligations specified in the Agreement if such breach was caused by force majeure events or other exceptional situations stated in the Agreement or its appendices.

8.13. The Company is not responsible for any indirect, special, arbitrary, or punitive damages incurred by the Client, including, but not limited to, lost profit, loss of expected savings, or loss of income, even if the Client was

informed by the Company about the possibility of such damages. Non-pecuniary damage is not compensated.

8.14. The Company reserves the right to consider the Client's breaches at any time, regardless of when the breach took place, and if the breaches are discovered by the Company, to take measures in accordance with the Agreement.

## **9. Duration and Process of Repudiation of the Agreement**

9.1. The Agreement enters into force from the moment of its conclusion (at the time of the Client's registration on the website or in the Company's Trading Terminal) and is valid for an indefinite period.

9.2. Any of the Parties may repudiate the Agreement unilaterally.

9.2.1. The Agreement is considered to be repudiated upon the initiative of the Company as of the date specified in the notice sent by the Company to the Client.

9.2.2. The Agreement is considered to be repudiated upon the initiative of the Client five (5) business days after the Company receives the Client's written notice containing a statement of repudiation of the Agreement, provided that the Client has no unfulfilled obligations specified in the Agreement. The Client must send the repudiation notification to the Company's address specified in Cl. 1.1. of the Agreement, or to the email address [help@tradecorp.com](mailto:help@tradecorp.com).

9.3. The Agreement is considered to be repudiated with respect to the Parties when the mutual obligations of the Client and the Company regarding previously made transactions have been executed and all the debts of each Party have been paid.

## **10. Final Provisions**

10.1. Amendments and addenda to the Agreement and to its appendices are made by the Company unilaterally. All amendments and addenda made by the Company and not related to the circumstances specified in the Agreement enter into force on the date specified by the Company.

10.2. Amendments and addenda made by the Company to the Agreement and to its appendices because of the amendments to legislation and regulations governing the subject hereof and the rules and contracts of trading systems used by the Company to fulfill its obligations specified in the Agreement enter into force simultaneously with amendments to the aforementioned documents.

10.3. When amendments and addenda made by the Company enter into force, they will apply equally to all the Clients, including those who entered into the Agreement before the effective date of such amendment and addenda.

10.4. To ensure that the Client who entered into the Agreement is aware of all the amendments and addenda to the Agreement, the Client shall visit the Company's website or trading platform by himself/herself or with the help of the authorized persons at least once a week to find information about the amendments and/or addenda.

10.5. When providing his/her personal data to the Company in any form and in any way (when performing any actions on the Company's website, through the Company's counterparties, etc.), the Client (natural person) thereby gives the Company and its partners his/her consent to the processing by automated means and to the processing in a non-automated manner of his/her personal

data for the purposes of the execution of the Agreement, the implementation of advertising campaigns, the provision of advertising, informational, and marketing materials, and information about campaigns and events held by the Company, and for the other purposes determined by the Company, including: collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, cross-border processing. The consent is provided for a period of 75 years (or until the expiration of the retention periods for the relevant data or documents containing such data determined in accordance

with the current legislation of the Company's principal place of business). The consent is to be withdrawn in accordance with the law by contacting the Company following the procedure set forth in the Privacy Policy. The Company guarantees the confidentiality of the personal data provided by the Client, excluding the circumstances established by any applicable legislation and force majeure circumstances.

10.6. The Client has the right to use information that was provided to the Client either orally or in writing, posted by the Company or by third parties, and access to which was granted to him/her as a part of the services specified in the Agreement only for the transactions specified in the Agreement. The Client does not have the right to disseminate, alter, or supplement the aforementioned information, or store it in separate archives. In any event, the scope of authority granted to the Client with respect to the information posted by third parties cannot exceed the scope of authority obtained by the Company from the third party. The Company does not guarantee that the information posted by third parties is reliable, accurate, relevant, or will be provided on an ongoing basis without any interruptions.

The Company is not responsible for the results of transactions (losses, lost profit, lost income, reputation damages, etc.) that the Client executed on the basis of information that was communicated to the Client either orally or in writing by the Company or third parties.

10.7. The Company may fully or partially transfer their rights and obligations specified in the Agreement and its appendices to a third party if such party undertakes to fulfill the terms of the Agreement. This transfer of rights and obligations does not require prior notification to the Client by the Company and is considered to be made at the time the information is published on the Company's website.

10.8. The Client is not entitled to assign his/her own rights, transfer his/her own obligations or dispose of the rights or obligations specified in the Agreement in any other way without the prior written consent of the Company. If this condition is breached, any such assignment, disposal, or transfer will be deemed to be invalid.

10.9. The Company, its partners, or any other affiliates may have material gain, legal relation, or arrangement with respect to any transaction on the trading platform or in the personal area, or a material gain, legal relation, or arrangement that is in conflict with the Client's interests. For example, the Company may:

- a) act as a counterparty concerning any asset;
- b) suggest another partner of the Company as a counterparty for a trading transaction;
- c) give recommendations and render services to its partners or other clients of the Company with respect to the assets in which they have a stake, despite the fact that this is in conflict with the Client's interests,

10.10. The Client agrees and authorizes the Company to act with respect to the Client and for the Client as the Company finds appropriate, despite the potential conflicts of interest or the existence of some material interest in relation to any transaction in the Trading Terminal or in the personal area without prior notification of the Client. The existence of a conflict of interest or material gain with respect to any transaction in the Trading Terminal or in the personal area must not affect the provision of services to the Client by the Company's employees. The Company has the right to occasionally act on behalf of the Client with parties with whom the Company or any of its related parties have an agreement to receive goods or services. The Company guarantees that these

agreements are made as far as possible for the benefit of the Client, for example, such agreements make it possible to access information and other services that would otherwise be inaccessible.

10.11. If a court of proper jurisdiction declares any provision of the Agreement (or any part of any provision) null and void, such provision will be treated as a separate part of the Agreement, and the remainder of this Agreement will continue in full force and effect.

10.12. The Company has the right to suspend the services' provision to the Client at any time (prior notice to the Client is not required).

10.13. In situations not described in the Agreement, the Company will act according to the accepted business practices based on principles of honesty and fairness.

10.14. The Company reserves the right to prepare and use the text of the Agreement and its appendices in languages other than English. If there are contradictions between the text of the Agreement and its appendices in English with the corresponding texts in other languages, the text in English will prevail. The text of the Agreement published on the Company's website prevails over the text of the Agreement published elsewhere.

10.15. The Client is granted a limited and non-exclusive right to use the Trading Terminal only for the purposes specified in the Agreement. In this case, if the Agreement is terminated/repudiated for any reason, the Client's rights to use the Trading Terminal specified in this Clause will be terminated upon the termination/repudiation of the Agreement.

10.16. The Client agrees that the Company cannot guarantee continuous, uninterrupted, and technically sound operation of the Trading Terminal, and therefore the Client accepts this software as is. The Company is not responsible to the Client for malfunctions in the Trading Terminal.

10.17. All the definitions used in the Agreement and its integral parts have the same meaning irrespective of whether they are in upper case or lower case, unless otherwise follows from the nature of the obligation.

## **11. List of the Countries (territories) in which the Company Does Not Operate**

11.1. The Company does not operate in or provide services to persons associated with the following countries and (or) their dependent, associated or affiliated territories: Gibraltar, the Isle of Man, Guernsey, Jersey, Australia, Canada, the United States of America, Japan, Austria, Belgium, Bulgaria, Croatia, Cyprus, Liechtenstein, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Iceland, Italy, Israel, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, New Zealand, Poland, Portugal, Romania, Slovakia, Slovenia,



Spain, Switzerland, Sweden, the Islamic Republic of Iran, or the United Kingdom of Great Britain and Northern Ireland, Lebanese Republic, Republic of Zimbabwe, Republic of Mauritius, Republic of Côte d'Ivoire, Republic of Iraq, Commonwealth of Puerto Rico, Republic of Yemen, Federal Republic of Somalia, Republic of Congo, State of Libya, Republic of Sudan, Federal Democratic Republic of Ethiopia, Republic of Liberia, Syrian Arab Republic, Republic of the Union of Myanmar, Central African Republic, State of Eritrea, Democratic People's Republic of Korea, Republic of Mali, Republic of Vanuatu, Saint Vincent and the Grenadines, Russian Federation, Republic of the Philippines, as well as dependent, related and (or) associated territories of the above mentioned states.

11.2. Moreover, persons associated with the aforementioned countries (territories) are defined as persons who:

11.2.1. have citizenship/a permanent residence permit/other similar document from a country in which the Company does not operate;

11.2.2. reside/are residents/have a mailing or residence address in a country in which the Company does not operate;

11.2.3. were born in a country in which the Company does not operate;

11.2.4. have an IP address or phone number (area code) associated with a country in which the Company does not operate;

11.2.5. have other connections with a country in which the Company does not operate that are defined by the Company at its discretion.

11.3. If it is discovered that the Company provides the services to the persons associated with the countries in which the Company does not operate, the Company may apply the consequences listed in Cl. 8.5. of the Agreement.