

# GENERAL TERMS AND CONDITIONS ALLIANCE EQUITIES AS

Valid from 03.04.2021

## 1. GENERAL PROVISIONS

### 1.1. Definitions

**"AE"** is Alliance Equities, company registered in St Vincent and Hong Kong with the registry code 26160BC2021.

**"AE's representative"** means the employee of AE or other person appointed by AE, authorised to represent AE in performing specific operations with the Client.

**"AE's bank account"** means the bank account opened with the credit institution acting as an Administrator where AE keeps the Client's funds for and on account of the Client including the funds of other clients of AE pursuant to the procedure described in the General Terms (cash nominee account).

**"AE's securities account"** means the nominee account opened by the Administrator in the name of AE or any other securities account where AE keeps the Client's Securities for and on account of the Client including the Securities of other clients of AE pursuant to the procedure described in the General Terms.

**"Rules"** mean the documents listed in the Agreement and disclosed on the Website on the information subject to disclosure on the basis of the operating principles and instructions established by AE and law, e.g. in the questions related to conflicts of interests, settlement of Complaints, client classification etc. The Rules constitute an integral part of the Agreement. The Rules are applied to all Client relations that are and have been valid during the enforcement of the relevant Rules.

**"Administrator"** means the credit institution providing the service of keeping the funds and/or Securities for AE and management, registration and/or settlement service of the securities, brokerage company possessing the relevant activity licence for that purpose, depository, securities register, accounting system etc.

**"Payment Terms and Conditions"** means the list of the fees applicable in provision of the Services established by AE which is available on the Website and which constitutes an integral part of the Agreement.

**"Imperative Standards"** mean legal standards applicable to AE and Services which cannot be deviated from for the benefit of AE upon agreement.

**"Inactivity fee"** sum charged from clients who have not made any transaction for the previous 24 months and have a positive balance on the trading account.

**"Instrument"** means any Security or other Instrument appointed by AE and made available for the Client through Trading Platform.

**"Ancillary investment service"** means the Service considered the ancillary investment service in the meaning of the Securities Market Act and the activity licence for the provision of which has been issued to AE.

**"Investment service"** means the Service considered the investment service in the meaning of the Securities Market Act and for the provision of which the activity licence has been issued to AE.

**"Complaint"** means the Client's inquiry, request or expression of discontent forwarded to AE according to the procedure for processing the Client's complaints.

**"Trader's Room"** means the environment for Account administration available on the Website and through which the Client can open and administer accounts, make contributions and disbursements, load down trading software and carry out other operations.

**"Trading Platform"** means the software solution to be downloaded from the Website or elsewhere, referred and stipulated by AE which is the technological basis for the provision of the Service and enables on-line, i.e. electronic trading.

**"Client's representative"** means the person who has the right of representation of the Client arising from the law or transaction, whose certification of the right of representation has been accepted by AE pursuant to the procedure stipulated in the General Terms.

**"Client"** means any physical or legal person who has concluded the Agreement with AE.

**"Client data processing principles"** means the Rules, according to which AE processes the Client's data.

**"Client's bank account"** means the Client's bank account, payment system account or other account acceptable by AE through which the cash contributions and disbursements related to the Account can be made.

**"Client's classification principles"** mean the Rules where AE has described the client classification as the retail client, professional client or equal counterparty.

**"Procedure for keeping and protecting the Client's assets"** means the Rules where AE has described the principles for safekeeping and protecting the Client's funds and Securities.

**"Client relations"** mean the legal relationship resulting from the Agreement between AE and the Client.

**"Third Person"** means any physical or legal person who is not a Party.

**"Account"** means the trading account opened in the name of the Client by AE through which AE registers the Transactions, Orders, Instruments belonging to the Client and account balance, transfers from other accounts related to the Client and other operations.

**"Account currency"** means the currency which the Client has fixed in the Agreement or in Trader's Room and as convertible to which AE keeps the accounting on the Client's funds.

**"Corporate event"** means the event resulting from the decision of the managing body of the issuer of the Security which might have an impact on the rights and obligations of the owner of the Security and the value of the underlying assets of the Transaction.

**"Order"** means the Transaction Order given by the Client to AE in compliance with the Agreement, General and Service Terms and Rules or any other instruction for disposal of the Account, including the execution of cash contribution or disbursement or any other operation for the purpose of using the Service.

**"Agreement"** means the agreement concluded between AE and the Client for the provision of the Service entering into force with its signing by the Client and with opening an Account to the Client by AE. The Agreement is valid for indefinite term, unless the Parties have otherwise agreed in writing. The General Terms, Service Terms, Rules and Payment Terms and Conditions constitute an integral part of the Agreement.

**"Best execution rules"** mean the Rules by which AE establishes the rules and procedure for best execution of the Client's Transaction Orders.

**"Party"** means the Party of the Agreement, both AE and the Client.

**"Service"** means the Investment service rendered to the Client by AE, including enabling the leveraged trading with Instruments and ancillary investment service, enabling the use of relevant technical solutions and any additional or other services according to the discretion of AE. The Service is not involving the tax, legal or investment related advisory, unless explicitly agreed in writing.

**"Service Terms"** mean the terms of provision of the Service established by AE and disclosed on the Website, also the terms of the technical solutions enabling the use of the Service, including terms for using the Trading Platform, constituting an integral part of the Agreement.

**"Transaction"** means the open or closed position infunds and/or Instruments taken in accordance to Transaction Order in the name of the Client or AE and on the account of the Client.

**"Transaction Order"** means the instruction given to AE by the Client for executing the Transaction.

**"Security elements"** mean the unique username and password given to the Client pursuant to the procedure established by AE, password of phone service fixed in the Agreement by the Client, password of the Trader's Room set by the Client or other similar passwords which enable to verify the forwarding of the Transaction Orders by the Client in the Trading Platform or by phone and with the help of which AE identifies the Client, if needed.

**"Website"** means the website of AE [equitiesglobal.com](http://equitiesglobal.com) and its subpages.

**"Security"** means the proprietary right, obligation or contract defined as security in the Securities Market Act, including stock or other equity, bonds, contract for difference, i.e. CFD, rolling spot forex contract etc, which can be kept by the mediation of AE and with which Transactions could be performed with the mediation of AE.

**"General Terms"** mean this document establishing the basic framework of the Client relations and constituting an integral part of the Agreement.

## **1.2. Applicability of General Terms**

1.2.1. The General Terms are applied to all Client relations valid on the date of enforcement of the General Terms.

1.2.2. In addition to the General Terms the following is applied to the Client relations:

1.2.2.1. The terms of the Agreement, including Service Terms, Rules and other terms established by AE;

1.2.2.2. Payment Terms and Conditions;

1.2.2.3. Legal acts of St Vincent;

1.2.2.4. If the transaction with Securities is executed in the foreign country, then the legal acts of the foreign country, rules of securities exchanges or registries, requirements or other rules of other competent body.

1.2.3. In case of contradiction of the General Terms and Service Terms, the latter are applied.

1.2.4. In case of contradiction of the General Terms and Service Terms with the Rules the latter are applied.

1.2.5. In case of contradiction of the General Terms, Service Terms, or Payment Terms and Conditions with the terms of the Agreement, the latter are applied.

1.2.6. Illegality, non-applicability or invalidity of any provision of the Agreement, General Terms, Service Terms or Rules has no impact on the legality, applicability or validity of any other provision of the Agreement, General Terms, Service Terms or Rules.

### **1.3. Changing of the General Terms, Service Terms, Rules and Payment Terms and Conditions**

1.3.1. AE has the right to unilaterally change the General Terms, Service Terms, Rules and Payment Terms and Conditions. AE notifies the Client of the changes of the General Terms, Service Terms, Rules and Payment Terms and Conditions, and discloses the changes on the Website or based on some other way chosen by AE at least 15 (fifteen) calendar days prior to the enforcement of the changes.

1.3.2. If the Client does not agree with the changes, it has the right to cancel the Agreement, by notifying AE of it within the term referred to in clause 1.3.1. of the General Terms and by fulfilling the preconditions listed in clause 8.5.1 for closing the Account.

1.3.3. In the justified cases AE has the right to change the General Terms, Service Terms, Rules and Payment Terms and Conditions, e.g. for the elimination of found error or contradiction, also if the provision established in the General Terms, Service Terms, Rules or Payment Terms and Conditions has become non-applicable due to the development influencing the terms of the offer of the Service in the economic or legal system or if the change has no material impact on the rights and obligations of the Parties. In such cases AE discloses the changed General Terms, Service Terms, Rules or Payment Terms and Conditions immediately on its Website.

1.3.4. In case of disagreement with the changes made pursuant to the procedure referred to in clause 1.3.3. the Client has the right to immediately cancel the Agreement by notifying AE of it not later than within 5 (five) workdays after the disclosure of the changed Service Terms, Rules and Payment Terms and Conditions and by fulfilling the preconditions for closing the Account listed in clause 8.5.1.

1.3.5. If the Client is not using the right to cancel the Agreement within the term stipulated in clauses 1.3.2. or 1.3.4. of the General Terms to cancel the Agreement, it is considered that it has agreed with the changes made and it has no Complaints resulting from the changes in the General Terms, Service Terms, Rules or Payment Terms and Conditions.

### **1.4. Requirements for the documents to be submitted to AE**

1.4.1. AE has the right to require the original copy or notarized or similarly certified copy of the submitted document. AE has the right to require that the document issued in the foreign country would be legalized or certified with apostille, unless the contract between St Vincent and the relevant foreign country stipulates otherwise.

1.4.2. In case of document written in foreign language AE has the right to require the translation of the document into English or to some other language accepted by AE. Upon the request of AE the relevant translation should be prepared by the sworn translator or be notarized.

1.4.3. AE has the right to presume that the document submitted by the Client is genuine, valid and correct.

1.4.4. AE has the right to make a copy of the document submitted by the Client or keep the original of the document, if possible.

1.4.5. If the Client has submitted the document not compliant with the requirements of AE or in the correctness of which AE doubts in, AE has the right to require the submission of additional documents and withhold from the activities related to the document until the submission of the additional documents.

1.4.6. The expenses of complying the documents with the requirements of AE are covered by the Client.

### **1.5. Requirements for signing**

1.5.1. AE accepts a handwritten signature of the Client or the Client's representative and, for the operations to be performed after the conclusion of the Agreement, the digital signature related to the Client's identity card or other electronic signature compliant with the similar requirements to be accepted by AE.

1.5.2. AE has the right to require the signature to be given in the office of AE or at the presence of the representative of AE. If the signing is not possible in the office of AE or at the presence of the representative of AE, AE has the right to require the notarization or similar certification of the signature.

1.5.3. AE reserves the right to always require the signature to be given in person by the Client or the Client's representative instead of the digital signature or other electronic signature compliant with the similar requirements accepted by AE.

## **2. RIGHTS OF AE IN PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING**

2.1. AE has the right at any time, above all, to prevent the money laundering and terrorist financing, but also for other important reasons in the opinion of AE:

2.1.1. to identify the Client and the Client's representative and establish the representation right of the Client's representative;

2.1.2. to verify the data being the basis for identification of the Client and the Client's representative(s), update these and, if needed, require the additional information or documents from the Client;

2.1.3. to establish the actual beneficiary in the meaning of the Money Laundering and Terrorist Financing Prevention Act and the source and origin of the Client's means used in the Transaction;

2.1.4. to require the documents, confirmations and data from the Client for the purpose of the Client relationship and purpose and nature of the Transaction, Client's activities, representative(s), actual beneficiary, contract partners, sales, source and origin of the assets used for making the Transaction, person related to the Transaction etc;

2.1.5. to establish temporary or permanent restrictions for the use of the Services and Account, including not to provide the Service at one's own discretion and, if needed, close the Transactions opened on the Account, if AE has the doubt in correctness, accuracy, completeness and updatedness of the data submitted by the Client or in its name;

2.1.6. to perform supervision over the Client relationship and Transactions pursuant to the procedure stipulated in the legal acts;

2.1.7. not to execute the Order until the Client has fulfilled the requirements stipulated in

the General Terms, Service Terms and Rules or other legal requirements of AE and, if needed, to close the Transactions opened on the Account;

2.1.8. In making the contributions and disbursements to the Account, unless provided otherwise in the Imperative Standards, AE has the right to:

2.1.8.1. to verify the origin of the funds received to the AE's bank account prior as well as pursuant to their recording on the Account;

2.1.8.2. to require additional information and/or documents, the purpose of which AE is not obliged to justify to the Client;

2.1.8.3. not to accept the transfer of funds made to the AE's bank account for making the contribution to the Account by the Third Person. AE does not provide the possibility to transfer securities to AE's securities account;

2.1.8.4. to decide upon the returning of the funds received to bank account of the Third Person or the Client, from which the Third Person or the Client made the last transfer of the funds to the bank account of AE;

2.1.8.5. to accept the payments related to the Transaction only through such bank account opened in the name of the Client in the credit institution which is registered or the place of business of which is situated in any state where the requirements similar to the Money Laundering and Terrorist Financing Prevention Act are valid;

2.1.8.6. to verify the circumstances of the disbursement of the Account prior to the execution of the Order and

2.1.8.7 to refuse at its own discretion from the execution of the Orders for making the disbursement of the funds or Securities from the Account to the bank or securities account of the Client or Third Person;

2.1.8.8. not to allow the transfers between the Account and other trading accounts of another client of AE;

2.1.8.9 not to allow settlements in cash;

2.1.9. to require the submission of other data and making of operations from the Client considered necessary by AE for the fulfilment of measures of the Money Laundering and Terrorist Financing Prevention of AE or for other significant reasons in the opinion of AE.

2.2. The delay occurred in execution of the Orders or provision of the Service as a result of the operations described in clause 2.1, the refusal from the provision of the Services and execution of the Order or closing of the Client's Transactions related to the above are not considered the violation of the obligations resulting from the Agreement by AE and AE is not responsible for the damage or expenses incurred by the Client related to the latter. Thereby AE is not obliged to notify the obligated Client of the execution of the above provided rights. AE has the right, but not the obligation, to justify the abovementioned operations to the Client.

### **3. IDENTIFICATION, REPRESENTATION AND SECURITY ELEMENTS OF THE CLIENT**

#### **3.1. Identification of the Client**

3.1.1. In creating the Client relationship, concluding the Agreement and providing the Service AE is obliged to identify the Client and/or Client's representative and the Client and the representative of the Client is obliged to submit the data and documents required by AE.

3.1.2. The identification of the physical persons is performed on the basis of the identity documents of the relevant persons (e.g. passport, identity card, driving licence) and/or other documents accepted by AE.

3.1.3. The person or the foreign branch is identified on the basis of the valid excerpt of the data of the relevant registry and/or other documents accepted by AE.

3.1.4. The foreign legal person is identified on the basis of the excerpt of the relevant registry of the foreign country or registration certificate and/or other documents accepted by AE.

3.1.5. AE has the right to identify the Client or Client's representative by the mediation of technical communication channels accepted by AE, including with the help of Security elements or other certificates, enabling the digital establishing, compliant with the requirements of AE and protected with security code.

### **3.2. Representation of the Client**

3.2.1. The document certifying the right of representation of the Client's representative should be drawn up according to the requirements of the legal acts and AE. AE is not obliged to accept the document certifying the right of representation where the right of representation has not been expressed unambiguously and understandably.

3.2.2. AE has the right to require that the document certifying the right of representation would be notarized or equally certified.

3.2.3. AE has the right to consider the document certifying the Client's right of representation valid until AE has not received information or documents which confirm the changing or termination of the Client's right of representation.

3.2.4. AE has the right, but not obligation, to require the submission of the documents certifying the right of representation of the Client's representative at any time. Upon the request of AE the Client as the physical person is obliged to make the transaction personally and the Client as the legal person through its legal representative.

3.2.5. The Client is obliged to notify AE of any changes, changes of the right of representation of the Client's legal or contractual representative, including cancellation or invalidation of the notarized or confirmed power of attorney this also provided the relevant information is publicly available, e.g. published in an official publication etc.

### **3.3. Security elements**

3.3.1. Pursuant to the identification of the Client and conclusion of the Agreement, AE forwards the Security elements (except the password of the phone service) to the e-mail address referred to in clause 6.1.1.

3.3.2. The Client takes notice that AE could not know whether the Client has forwarded or forwards the Orders personally by using the Security elements. Unless otherwise set or agreed by AE, the Client is not allowed to enable the access of the Third Persons to the Account or Trader's Room.

3.3.3. The Client confirms that it keeps the Security elements in the secure place and is not disclosing these to the Third Persons to avoid the non-purposeful and unauthorized use of the Trader's Room, Account and Trading Platform and giving of Transaction Orders by phone by the persons unauthorized for that purpose.

3.3.4. The Client is responsible for all Orders given by using its Security elements. All Transaction Orders forwarded to AE are handled as the Client's Transaction Orders by using the Security elements. The Client is also responsible for such orders forwarded by using the Security elements of the Client's representative.

3.3.5. The Client is obliged to notify AE immediately, if it occurs that the Security elements of the Client or the Client's representative are being used or have become known to a person without the relevant authorization.

## **4. CLASSIFICATION OF THE CLIENTS**

### **4.1. Classification of the Clients**

4.1.1. AE proceeds from the requirements stipulated in the legal acts and Principles for classification of the Client while classifying the Clients. If AE has not notified otherwise, the Client is treated as the retail client in providing the Service.

4.1.2. The professional Client is obliged to immediately notify AE of any change, which might influence its handling as the professional client.

### **4.2. Assessment of appropriateness**

4.2.1. AE assesses the appropriateness of the Security and/or Investment service for the Client, offered or required by the Client prior to the provision of the Investment service, considering the knowledge and experience of the Client in the investment sector, including the ability of the Client to understand the risks related to the specific Security and/or Investment service. AE does not have to assess the appropriateness of the Security and/or Investment service and the Client's interests might thus be less protected, provided all terms referred to in this clause are met:

4.2.1.1. The service of receipt, forwarding and/or execution of the Transaction Order with or without ancillary investment service is provided upon the initiative of the Client and

4.2.1.2. The provision of the service referred to in clause 4.2.1.1. is related to the debt securities not including the derivative instruments or other securities similar to these debt securities, shares or units of the undertaking for collective investment in transferable securities complying with the shares taken to trading to the regulated market of all states or to the similar market of the third country or other less complicated Securities.

4.2.1.3. AE has clearly warned the Client that under the conditions provided in clauses 4.2.1.1 and 4.2.1.2. AE does not assess the appropriateness of the Security and/or Investment service offered and that, therefore, the interests of the Client may be less protected.

4.2.2. AE warns the Client, if AE finds based on the data submitted by the Client that the Investment service and/or Security might not be appropriate for the Client. If the Client still requires to continue with the Investment service and/or Security, it has to consider that it might not assess the risks related to the Investment service and/or Security accurately.

4.2.3. In creating the Client relations and upon request, the Client is obliged to submit all data and documents required by AE, so that AE could fulfil the obligations referred to in clause 4.2.1. in accordance to the Agreement concluded with the Client and legal 4.2.3.acts.

4.2.4. AE warns the Client that in case of non-submission or inadequate submission of the required information AE finds it hard or impossible to specify whether the planned Investment service and/or Security is appropriate for the Client.

## **5. SAFEKEEPING AND ACCOUNTING OF THE CLIENT'S ASSETS**

### **5.1. Account opening**

5.1.1. Pursuant to data verification AE opens one or several Accounts for the Client upon the application of the Client. AE has the right to refuse to open the Account, and at any time to restrict the number of Accounts opened and to be opened in the future both by aggregation and based on the types of Account. The Client is obliged to decrease the number of opened Accounts upon the request of AE.

5.1.2. AE records the Instruments belonging to the Client on the Account, including the Securities kept in the name of AE on the securities account of AE and on the account of the Client and funds kept in the name of AE on the segregated trust account of AE and on the account of the Client based on the method described in this clause and in the procedure for safekeeping and protection of the Client's assets

### **5.2. Safekeeping of the Client's funds**

5.2.1. The Client's funds are kept on the segregated trust account of AE referred to on the Website.

5.2.2. To pay the funds to the Account the Client makes the money transfer to the segregated trust account of AE. For that purpose the Client has to enter the Trader's Room and choose the suitable method of payment. The more specific instructions for making the contribution have been disclosed on the Website.

5.2.3. The Client consents by concluding the Agreement that AE can keep the funds on the segregated trust account of AE including the funds of other Clients and/or AE.

5.2.4. AE keeps the Client's funds by the Administrators in accordance with the legal acts of the country of location of the Administrator, practice of the relevant market, requirements of the Administrator and the contract(s) concluded with the Administrator. Because of the legal acts of the country of location of the Administrator the Client's rights related to funds could be different of the provisions in the legal acts of St Vincent.

5.2.5. The funds can be kept on the Account in all types of currency and cryptocurrency of the Account listed on the Website by AE.

5.2.6. As regards the transactions and operations of foreign currency performed by the Client AE has the right to apply all terms and restrictions of the country of origin of the mentioned currency, including restrictions which are connected with correspondent banks and other partners and which influence AE in making the transactions and investing to the mentioned currency.

5.2.7. If not agreed otherwise, the obligations taken in any currency are executed in the same currency.

5.2.8. If the contribution is received to the Account in other currency than the currency of the Account, AE converts the contribution in the terms specified in the Payment Terms and Conditions. AE has no obligation to notify the Client of converting.

5.2.9. To pay the funds from the Client's account to the Client's bank account the Client submits the Order to AE by following the instructions disclosed on the website.

5.2.10. AE is not obliged to pay the interest on the funds kept in the name of AE and on

the account of the Client to the Client.

### **5.3. Safekeeping and accounting of the Client's Securities**

5.3.1. AE receives the Securities for safekeeping to the AE's securities account of which can be kept on the AE's securities account and settled through this. AE has the right to decide at its own discretion as to which Securities and within which scope AE provides the Services. AE can refuse at any time from the receipt for keeping of Securities of specific type and/or issued by the specific issuer and/or tradable Securities at the specific securities exchanges and making of Transactions with these. The Client receives information about the Securities accepted by AE primarily through the Trading Platform or Website.

5.3.2. AE segregates the Client's Securities from the Securities belonging to its other Clients and AE, by keeping records on the Client's Securities on the Account for that purpose. The Client's Securities kept on the Securities Account of AE belong to the Client according to the St Vincent legislation and do not belong to the bankruptcy estate of AE and no claims of the creditors of AE can be satisfied on this account.

5.3.3. By concluding the Agreement the Client consents that AE can keep the Client's Securities on the nominee account, including on the nominee account opened in the name of the Administrator, including the Securities of other Clients and these of AE.

5.3.4. AE can keep the Client's Securities by the Administrators and re-authorize the Administrators to keep the Client's Securities at other Administrators'. AE chooses the Administrators according to the criteria stipulated internally with the professional diligence to ensure the reliability of the chosen Administrator. The use of the services of the Administrator by AE is not the outsourcing of the activity neither in the meaning of the clause 14 of the General Terms nor Securities Market Act.

5.3.5. AE is not liable for any act or omission of the Administrator, including loss of Securities, non- execution or inappropriate execution of the Orders, loss or expenses resulting from the bankruptcy of the Administrator etc, except if the loss or expenses are caused by the violation of due diligence obligation by AE in choosing or control of the Administrator or for other bases stipulated in the legal acts.

5.3.6. AE keeps the Securities at the Administrators' in accordance with the legal acts of the country of location of the Administrator, relevant market practice, requirements of the Administrator and contract(s) concluded with the Administrator. Proceeding from the legal acts of the country of location of the Administrator the Client's rights related to the Securities could be different from the ones stipulated in the St Vincent legal acts.

5.3.7. The Client's Securities are kept at the Administrators on the securities account opened for joint keeping of the Securities of the Clients of AE in the name of AE (client account, nominee account etc). If such possibility is non-existent in the legal acts of the country of location of the Administrator for keeping the Securities, AE keeps the Client's Securities at such Administrator only provided that the nature of Investment services related to the Security or the related Investment services require the keeping of the Securities in the particular country of location of the Administrator or if the professional Client gives a written consent for that purpose, in case of which the Client's Securities can be kept according to the choice of AE either:

5.3.7.1. on the securities account opened in the name of AE together with the Securities belonging to AE or other clients of AE (AE's securities account);

5.3.7.2. segregated from the Securities belonging to AE or other Clients on the securities account opened in the name of AE (AE's securities account); or

5.3.7.3. on the securities account opened in the name of the Client, if AE obligates the Client to open a separate securities account in the name of the Client.

5.3.7.4. On one AE's securities account along with securities belonging to other clients of AE, to the Administrator and/or to the clients of the Administrator.

5.3.8. AE displays on the Website a list of the countries where, according to the law applicable to the keeping of Securities, the Client's securities kept at the Administrator can not be segregated from the Securities belonging to the Administrator or AE, and of other risks related to the keeping of the Client's Securities at the Administrator.

5.3.9. The Client gives AE the consent to pledge or otherwise encumber in the name of AE the Client's Securities and, if required, funds to secure the claims arising from the Agreement which have become due and also if AE has the relevant obligation to guarantee the fulfilment of obligations arising from the Order as applicable in accordance to the contract between AE and Administrators located in the foreign countries

5.3.10. If AE is obliged to encumber or otherwise restrict the Client's assets arising from the Imperative Standards, including Securities and/or funds, AE has the right to establish the relevant restrictions to the Account. AE is not responsible for the damage or expenses incurred in fulfilment of the obligation of applying the restriction(s) arising from the Imperative Standards.

5.3.11. The Administrator may be entitled to require the establishing of encumbrances and/or disposal restrictions as to the Client's Securities kept by the relevant Administrator in accordance to the legal acts applicable to it or the contract concluded between AE and the relevant Administrator. AE is obliged to compensate the damages incurred from it to the Client, unless the relevant right of the Administrator proceeds from the legal acts or if the damage has been incurred as a result of the Client's own activities or circumstances, for which the Client is responsible.

5.3.12. The Client consents to AE to use the Client's Securities (including the Securities kept on the nominee account or on other similar account) in its interests and on the account, including provided the Client's Account has no sufficient funds for the payment of service fee, compensation, fines for delay or other debts. In this case AE has the right to sell the Client's Securities without the Order at the market conditions in the quantity enabling to pay the owed sum.

5.3.13. If at the disposal of the Securities kept on the Client's account in the foreign country the hindrances and restrictions resulting from the contracts concluded with the relevant Administrator, decisions, prescriptions, regulations etc of the court or other competent institutions (regardless of whether the decisions of such competent institutions could be fulfilled in St Vincent or whether the Client has committed the violations with its activities), AE has no obligation to enable the Client any disposal of the assets kept on its account and AE is not considered in this case having been violated the Agreement. In this case, the Client has the right to cancel the Agreement, but AE will have the obligation to return the Securities only after the elimination of the disposal restrictions.

5.3.14. AE submits the report on the Securities kept by AE within the scope stipulated in the legal acts to the Client at least once a year.

#### **5.4. Rights and obligations arising from the Securities**

5.4.1. The Client is obliged to independently obtain information on the rights and obligations arising from the Securities and Corporate events and fulfil all obligations arising from the Securities (including obligations of notification and application for the permit of acquisition of material share). AE is not obliged to notify the Client of such rights and obligations or Corporate events. In the cases stipulated in the legal acts or Service Terms and as to the Securities kept on the Securities Account of AE the Client executes such rights and obligations through AE, by submitting the relevant written Orders to AE.

5.4.2. If AE has information on the Corporate events and rights and obligations resulting from other Securities and AE considers the notification at its own discretion necessary, AE

notifies the Client of it through the mediation of the Website or in other way chosen by AE. AE is not liable for the correctness of such information before the Client, also for the loss or expenses incurred or to be incurred as a result of the unawareness of such information, rights and obligations.

- 5.4.3. AE collects, receives and requires any income and disbursements (dividends, Securities received as a result of fund issue etc) receivable from the Securities from the issuer or the Third Person mediating the payment at its own discretion and transfers these to the Account. If the mentioned income or payment amount is not sufficient for payment of the service fee of the transfer, the funds remain within the disposal of AE up to the receipt of the relevant Order from the Client. AE is not obliged to notify the Client in advance of these operations. If the issuer or the Third Person mediating the payment submits the claim to return the disbursement made to the Client to AE, AE has the right to repay the disbursements made to the Client without the additional Order of the Client from the Client's Account to such issuer or the Third Person having mediated the payment.
- 5.4.4. The execution of the obligations arising from or related to the Instruments kept on the Account is the responsibility of the Client. If the relevant liability of the Client will be collected on account of the assets of AE or other clients of AE, AE has the right to debit the relevant liabilities or their monetary equivalent immediately from the Account.
- 5.4.5. If AE, issuer making the payment or the Third Person mediating the payment is obliged to withhold or pay the state and/or local taxes, duties and other fees on any disbursements or Transactions to be made to the Securities owners on the basis of the applicable legal acts or if AE adjusts the Transactions related to the Corporate event regarding the Security being the underlying assets of the Transaction, AE transfers the sum less abovementioned taxes, duties and other fees to the Client where the adjustment result of the Transaction has been taken into consideration. If the mentioned sum is not sufficient for payment of the service fee of transfer, the funds remain at the disposal of AE up to the receipt of the relevant Order from the Client. If the obligation of payment of taxes, duties and other fees or the need for adjustment arising from the Corporate event regarding the underlying assets of the Transaction occurs after AE has already transferred the sum, AE has the right to make adjustment entries. AE is not responsible for the loss or expenses incurred to the Client as a result of the abovementioned operations.
- 5.4.6. If the issuer or the Third Person mediating the payment provides an option to choose whether the income receivable from the Securities will be paid out in Securities or cash, AE can make the relevant choice at its own discretion.
- 5.4.7. If the issuer transfers the Securities and/or funds received because of the Corporate event to AE after the Client has terminated the Agreement and the Client's account is closed, AE is obliged to notify the Client of it. If this is not possible or the Client is not giving an Order to transfer the funds and Securities for selling in 30 (thirty) calendar days. AE proceeds in accordance to the principles described in clauses 8.6.2 – 8.6.4.
- 5.4.8. The Client has the right to give Orders to AE for the execution of the voting right related to the Client's Securities in the name of AE and on account of the Client. The Orders stipulated in this clause including the additional information or documents required by AE are given in the form accepted by AE and the Client is obliged to compensate all expenses related to the execution of the Order to AE.
- 5.4.9. AE is entitled to sign all documents and carry out all operations in the name of the Client required to execute the rights resulting from the Securities and which do not

require the Client's Order.

## **6. FORWARDING OF NOTICES, INFORMATION ON THE ACCOUNT AND TRANSACTIONS**

### **6.1. Forwarding of notices**

6.1.1. At the conclusion of the Agreement the Client notifies AE of its e-mail address. Information exchange and forwarding of notices between the Client and AE is generally carried out on the Website or with the help of other electronic communication means, incl in Trader's Room, Trading Platform and by e-mail. AE sends the personal information addressed to the Client by e-mail, unless agreed otherwise.

6.1.2. The personal notices sent by AE by mail or e-mail are considered as received by the Client, if AE has sent the notice to the contact address informed by the Client or to the contact address of the person authorized to receive the notice in its name and the time period which is usually necessary to forward the notice by the relevant communication means has passed from sending the notice.

6.1.3. If the relevant notice is not stipulating otherwise, the information forwarded to the Client by AE is not intended as an offer or recommendation for making any operation or Transaction.

6.1.4. The Client is obliged to examine the correctness of information included in the notice received from AE and notify AE of the found mistakes immediately pursuant to the receipt of the notice.

6.1.5. If the Client has not received the notice from AE, the receipt of which could be presumed or the receipt of which has been agreed in the Agreement, the Client has to immediately notify AE of it, but not later than within reasonable period from the day when the notice could have been expected or would have been received according to the Agreement. It is presumed that the reasonable period within the meaning of this clause is 10 (ten) days.

6.1.6. The Client submits information to AE in the Trader's Room, by e-mail, mail or in other way accepted by AE.

6.1.7. The Client can receive documents and information from AE and communicate with AE primarily in the English language. AE has the right, but not obligation to provide Services and information in other languages.

### **6.2. Information on the Accounts and Transactions**

6.2.1. The Client has the right to obtain information on the balance of its account from AE, on the information related to the Transactions and Account upon request or via Account statements forwarded periodically according to the terms agreed between AE and the Client and at any time in the Trading Platform on the Account statement.

6.2.2. By displaying the Transaction on the Account's statement AE performs the reconciliation of the portfolio of Transaction opened by the Client at each time with the Client's data. If the Client has not notified AE of the mistakes occurring on the account statement of AE within the term of dispute of the transaction confirmation, data of AE and the Client on the portfolio of the Transactions opened by the Client is deemed to be in compliance.

6.2.3. AE documents all Transactions made on the account of Client and preserves these data according to the provisions of the legal acts.

## **7. SUBMISSION AND EXECUTION OF ORDERS**

## **7.1. Submission of Orders**

7.1.1. The Client submits the Orders to AE through Trading Platform by using the Security elements or in other way agreed between AE and the Client and in the form accepted by AE (e.g. with the help of the phone service).

7.1.2. The Client undertakes that the Order is correct, accurate, complete, in compliance with the Client's will, terms of the Agreement, General and Service Terms, other requirements of AE, applicable legal acts and relevant customs and practice.

7.1.3. AE has the right to verify the Orders submitted through the Trading Platform or other communication means by the Client in the way chosen by AE and at the expense of the Client, including request for the submission of the additional information and documents in the way and in the form acceptable for AE.

7.1.4. The Client undertakes that the Account will have the means required for the execution of the Order submitted to AE, considering the margin requirements established in the Service Terms and the service fees referred to in the Payment Terms and Conditions. If the margin requirements have been established for the Transaction, AE has the right to close all open Transactions, if the free balance of the means on the Account reaches the minimum rate of the margin claim applicable to the open Transactions. The minimum rates of generally applicable margin requirements are disclosed on the Website and the rate applicable to the Account in Trader's Room.

## **7.2. Rejection of the Orders or refusal from the execution of the Orders**

7.2.1. AE has the right to reject the Order and not to provide the Service or discontinue the provision of the Service and execution of the Order, if:

7.2.1.1. The Order submitted by the Client is incorrect, inaccurate, deficient or is not compliant with AE requirements referred to in clause 7.1.2 or other such requirements;

7.2.1.2. In the opinion of AE the Order or Transaction is in contradiction with the rules established by the legal acts, supervision authorities, securities exchanges or registries or relevant customs and practice;

7.2.1.3. AE has the doubt that the person who submits the Transaction Order and requires to use the Service is not authorized for that purpose;

7.2.1.4. In the opinion of AE the Client behaves inadequately when giving the Order or there is a basis to believe that it operates under the impact of alcoholic, psychotropic, narcotic or other substances influencing the regular and reasonable behavior or if AE has the doubt in the Client's legal capacity to act and/or make decisions or in its free will in submission of the Order;

7.2.1.5. AE is unable to verify the Order or if the Client does not confirm the Order being verified and/or data included therein;

7.2.1.6. The Client has not submitted additional information and/or documents upon AE's request;

7.2.1.7. AE has the basis to believe that the Client is not able to fulfil or if the Client has not fulfilled the obligations resulting from the Transaction or Agreement;

7.2.1.8. The Order cannot be executed resulting from the market situation or other circumstances which do not depend on AE;

7.2.1.9. AE has doubts that the Transaction Order has been submitted on the basis of the inside information or for the purpose of market manipulation;

7.2.1.10. There are no sufficient means on the Account for the execution of the Transaction Order or fulfilment of the margin requirements established in the Service Terms by AE;

7.2.1.11. Other justified basis occurs in the opinion of AE, of which AE notifies the Client pursuant to the procedure established in clause 6.1.1.

7.2.2. Unless provided otherwise by the Imperative Standards, AE is not responsible for the loss or expenses incurred in relation to:

7.2.2.1. mistakes, vagueness, deficient data and mistakes and forwarding mistakes occurring in the Order, including as a result of the mistaken repetition of the Transaction Orders;

7.2.2.2. rejection of the Order or rejection of the provision of the Services on the bases provided in clause 7.2.1;

7.2.2.3. not complying with the deadlines set on the Order by the Client and regulations (including deadlines) established by the Third Person.

### **7.3. Execution of the Transaction Orders**

7.3.1. AE or the Administrator has the right to enter to the Transaction with itself for the execution of the Client's Transaction Order and AE is not obliged to notify the Client of the fact that AE or the Administrator is the party of the Transaction performed on the basis of the Client's Transaction Order.

7.3.2. The more specific terms for the execution of the Transaction Orders have been described in the Service Terms and may, inter alia, depend on the type of the Account opened for the Client.

7.3.3. The Transaction Orders accepted for execution are executed by AE in time priority without unreasonable delay and in the terms most favourable for the Client, in accordance with the Service Terms and Best Execution rules of the Client's Transaction Orders published on the Webpage, provided the Best Execution rules are applied in the specific case.

7.3.4. If the Client has given the specific instruction for the execution of the Transaction Order, AE follows only the Client's instruction in execution of the Transaction Order, which may prevent AE from applying the Rules of the Best Execution of the Transaction Orders for the achievement of the best possible result.

7.3.5. AE can fulfil Transaction Orders with stocks or other securities (which are not derivative instruments/securities) in parts or aggregate them with other Clients' and/or AE's own Transaction Orders, if it is improbable that the aggregation of such Transaction Orders is unfavourable all in total for any Client whose order is aggregated. In aggregating the Transaction Orders the impact of aggregation as to specific Transaction Order could be separately unfavourable for the Client. The aggregated Transaction Orders are divided according to the principles established by AE.

7.3.6. The Transaction Orders given as to the Securities kept by the mediation of the Administrators of the foreign country are executed by AE additionally in accordance with the rules applied to the Securities by the relevant Administrator, securities exchange or securities registry and in accordance to the relevant market practice.

7.3.7. Upon the request of the Client AE provides the status report of execution of the Transaction Order to the Client.

7.3.8. AE notifies the Client classified as retail client of any material difficulties related to the due execution of the Transaction Order.

7.3.9. The Securities and/or funds acquired or disposed of in the name of the Client or AE and on the account of the Client as a result of the execution of the Transaction Order are recorded by AE on the Account as of workday when the Administrator has executed the transfer of the funds and/or Securities being the object of the Transaction or other operation or has recorded the change in rights and obligations arising from the Securities on the bank account of AE and/or Securities account of AE (value date).

7.3.10. The Transaction Order forwarded to AE is valid until the execution of the Transaction order or until revoking the Transaction Order by AE according to the clause 7.3.12.

7.3.11. The Client understands that the modification or cancellation of the Transaction Order already accepted for execution by AE may not be possible. If AE nevertheless cancels the Transaction Order accepted for execution upon Client's relevant application, the Client is obliged to compensate the loss and expenses related to the starting of the execution and/or cancellation of the Transaction Order to AE. AE has the right to refuse at its own discretion from the cancellation of the Transaction Order accepted for the execution.

7.3.12. AE has the right to cancel the submitted Transaction Order based on the Administrator's set rules for the execution or in occasions when the Transaction Order can not be executed within 30 (thirty) calendar days.

7.3.13. If AE has given the Client the term for the elimination of the hindrance to the execution of the Transaction Order and the Client has not eliminated the abovementioned hindrance in reasonable time, the Transaction Order is considered invalid. AE has the right to immediately cancel the Transaction Order, if in the opinion of AE the Client could not reasonably eliminate the hindrance as a result of which the execution of the Transaction Order was discontinued.

7.3.14. AE notifies the Client of the cancellation of the Transaction Order. Transaction order will not be deemed as cancelled before AE has notified the Client of it.

#### **7.4. Transaction confirmations**

7.4.1. Following the execution of the Transaction Order AE submits the transaction confirmation to the Client on the Account statement in the Trading Platform and by e-mail regarding the terms the Transaction was executed on. The Client has the right to waive the sending of the transaction confirmation by e-mail.

7.4.2. The correctness of the data of the Transaction confirmation is presumed. Provided the Client has not been notified of the error or contradiction in the terms of the Transaction within 24 hours from the receipt of the transaction confirmation, it is presumed that the Client has agreed with the Transaction confirmation.

7.4.3. At the notification of the error AE verifies the compliance of the Transaction confirmation with the Transaction Order and at the existence of the error changes the Transaction or does everything possible to correct the error.

#### **7.5. Failures in processing of Transaction Orders**

The Client confirms that it is aware of the following:

7.5.1. that AE cannot fully warrant the unhindered functioning of information systems being used by AE and/or Third Persons for the execution of the Transaction orders, also AE is not responsible for the failures of the electrical systems, as a result of which it is not possible to use the Trading Platform or in case of failures of Internet connection or electrical systems for the fulfilment of the obligations arising from the Agreement. Provided such failure exists in the electrical system, forwarding the information exchange, Internet connection etc, the Client may submit the Transaction Order via phone **+phone**

no to the Client Service, by notifying the Account number and the phone service password, which the Client has fixed in the Agreement. AE reserves the right to reject the oral Transaction Order and request for the forwarding of the information required for the Transaction Order by the Client in some other way, e.g. if failures occur in the functioning of device used for recording of phone calls or if AE is unable to establish the identity of the caller (the Client) to the appropriate extent or if the Transaction Order submitted by the Client is complicated, resulting a delay in receipt or execution of the Transaction Orders submitted by phone;

7.5.2. that AE cannot fully exclude the possibility of the Third Persons disturbing the inquiries of forwarding of the Transaction Orders, execution or monitoring of the Transactions and Transaction Orders or otherwise influencing the Client's Transactions and Transaction Orders against its will and the Client agrees that the Client bears the abovementioned risk.

## **8. RESTRICTIONS OF DISPOSAL OF ACCOUNT AND ACCOUNT CLOSING**

### **8.1. Blocking**

8.1.1. By blocking of the Account, AE suspends either at its own discretion or at Client's initiative the Client's right to carry out all or some specific Transactions or other operations on the Account. If needed, AE is entitled to close the Client's open Transactions at the blocking of the Account.

8.1.2. AE has the right to block the Account, if:

8.1.2.1. This is necessary to secure the execution of the Order, e.g. for the execution of the rights arising from the Securities or in such other justified case in the opinion of AE, and AE has the right to require additional information and documents from the Client;

8.1.2.2. There are no funds or Instruments on the Clients' account to satisfy the claims of AE against the Client;

8.1.2.3. The Client violates the obligation arising from the Agreement, General Terms, Service Terms, Rules, legal acts or other applicable requirements, including if the Client has not submitted the information, confirmations or documents required by AE which AE has the right to require on the basis of the General Terms, Service Terms or Rules or in other justified case related to the provision of the Service;

8.1.2.4. In the opinion of AE this is necessary for the execution or protection of the rights of AE or fulfilment of the obligations of AE arising from the Agreement, General Terms, Service Terms, Rules and/or applicable legal acts;

8.1.2.5. AE has notified of the termination of the provision of the Service related to the specific Instrument, but the Client has not given the Order for closing the Transactions opened earlier related to such Instrument or for transferring of the relevant assets from the Account within the term notified by AE;

8.1.2.6. AE becomes aware of the circumstances as a result of which it is necessary to specify the legal origin of the Client's funds or assets, circumstances of the contribution or disbursement, mistakenly made entry, identification of the Client or Client's representative, right of representation etc;

8.1.2.7. in the opinion of AE blocking is necessary to avoid the damage to AE, the Client or Third Person;

8.1.2.8. the Account balance has been fully or partly seized;

8.1.2.9. AE has been notified that the Client is deceased;

8.1.2.10. the data of the communication means (phone, e-mail etc), address of residence/location, data regarding its (business) activities etc notified by the Client turn out to be incorrect and the Client cannot be contacted by any communication means recently notified of to AE;

8.1.2.11. other circumstances occur which could serve as a basis for blocking the Account and/or Instruments according to the General Terms, Service Terms, Rules, applicable legal acts, rules of securities exchanges or securities registries etc.

8.1.3. AE revokes the blocking of the Account or Service upon the initiative of AE, provided the circumstances serving as basis for blocking has been eliminated or the pre-condition or obligation imposed on the Party by AE, Administrator or other person authorized for that purpose has been fulfilled.

8.1.4. Except if otherwise provided by the Imperative Standards, AE is not responsible for the damage or expenses resulting from the blocking of the Account or Instruments on the grounds provided in clause 8.1.2.

## **8.2. Restricting the disposal of an Account**

8.2.1. AE does not enable transfer of instruments upon the request to the Client's or to a Third Party's securities account upon the request of the Client. Client may only request AE to make a monetary withdrawal to Client's bank account according to the General Terms, Service Terms and other contractual agreements between AE and the Client.

8.2.2. Client may not pledge or in other ways encumber the instruments, Account or other claims against AE. If the client has breached the beforementioned obligation by encumbering the instruments, Account or other claims against AE, AE is not obligated to follow the orders given from the respective Third Party, except for instances where the Client and AE have mutually agreed to do so.

8.2.3. In other cases which were not described in clause 8.2.2, AE will restrict the disposal of Account upon a Third Party's request only in applicable cases brought out in legal acts/legislation, the given General Terms or in Service Terms.

8.2.4. AE releases the Account from the restrictions on disposal based on the relevant decision, regulation or injunction of the body having made the request, enforced court decision or in other cases stipulated in legal acts.

## **8.3. Succession**

AE allows the disbursements from the deceased Client's Account based on the certificate of the right of succession and/or ownership right, court decision or other documents resulting from law.

## **8.4. Maintenance and development works of the information system**

8.4.1. AE has the right to perform scheduled maintenance and development works of the information system, during which the access to the Account, Website, incl. Trader's Room, Trading Platform and therefore consumption of the services may be limited or even non-existent. AE notifies of the occurrence of the scheduled maintenance and development works pursuant to the procedure described in clause 6.1.1. If possible, AE performs scheduled maintenance and development works at nighttime.

8.4.2. At the occurrence of extraordinary circumstances AE has the right to perform maintenance and development works described in clause 8.4.1 at any time without

notifying the Client of it, above all, if this could avoid the incurrence of the major damage in the opinion of AE.

8.4.3. AE is not responsible for the damage or expenses incurred by the Client due to the maintenance and development works, except if provided otherwise by the Imperative Standards.

## **8.5. Account closing**

8.5.1. AE is entitled to close the Account at its own discretion or upon the request of the Client, including in cancellation of the Agreement or if the Client has not made any transactions of the Account within 180 (one hundred and eighty) sequential calendar days, provided that, the Client owes no obligations before AE, the balance of the available means of the Account is not negative, there are no Instruments or open transactions on the Account.

8.5.2. AE is entitled to re-open (but not obligated) the archived Account upon the request of the Client or if deemed reasonably necessary by AE if the Account was closed due to the reasoning that the Client has not made any Transactions within 180 (one hundred and eighty) sequential calendar days.

8.5.3. Upon closing the Account due to the grounds described in clause 8.5.1, AE will transfer the funds based on the Transaction made to the Client bank account. In case AE notifies the Client of closing the Account or if the Client submits respective request to close the Account, the Client must give an order to AE to close open Transactions and/or to sell instruments on Account within 30 (thirty) calendar days. If the Client has not made such a request in the mentioned time period, AE has the right to close the open Transactions and sell instruments within the next 10 (ten) calendar days with the market price chosen by AE.

8.5.4. In case the positive balance on Account does not cover the amount of charged fees to make a withdrawal from Account and the Client confirms the request to close the Account or if the Client has not made any Transactions within 180 (one hundred and eighty) sequential calendar days nor has not made any requests to withdraw the funds from Account, the funds will stay at AE's disposal until receiving a corresponding withdrawal request where applicable fees have been paid.

8.5.5. In the process of archiving the Account, the information of the Account will be transferred from trading platform to a separate archiving file without closing the Account. AE archives and deactivates Accounts to prevent technical issues within the trading platform.

8.5.6. AE has the right (but is not obligated) to archive the Account, if:

8.5.6.1 The Client has been inactive for a certain period of time and has not opened any new Transactions.

8.5.6.2 The Client has no instruments on the Account.

8.5.7. AE has the right to apply a deadline for archiving the Account starting from any day where the Client has been inactive for the past 90 (ninety) days.

8.5.8. There is no possibility to trade with an archived Account. To re-activate the archived Account, the Client can send a request to the following re-mail address: [email](#)

8.5.9. AE has the right to create a new Account for the Client who is eligible for the criterias brought out in clause 8.5.6 and transfer all available Client funds (and obligations) to the new created Account of which AE must notify the Client via e-mail notification.

8.5.10. AE is entitled (but not obligated) to archive the Account as its own discretion when

the Account has had no trading activity within previous 24 months and has reached a balance of zero.

## **8.6. Account closing in extraordinary cancellation of the Agreement**

8.6.1. At the extraordinary cancellation of the Agreement, the Client is obligated to close all opened Transactions on the Account (and sell all instruments on Account) within 10 (ten) calendar days and give the Order for payment of the funds from the Account to the Client's bank. If the Client has not given order to close open Transactions and/or to sell instruments on the Account within the beforementioned time period, AE has the right to close the open Transactions and sell the instruments within the next 10 (ten) calendar days with the market price chosen by AE.

8.6.2. If the Client gives no Orders for transferring the funds in the time period specified in clause 8.6.1 and/or the Client could not be contacted for the receipt of instructions, AE has the right to transfer the funds to Client's bank account from which the Client made the previous deposit. If the agreement has been cancelled extraordinarily based on the grounds for breaching the agreement brought out in clause 16.3., AE will transfer Client funds only to bank account, which has been opened in any credit institution that has been registered in St Vincent or to a foreign credit institution or its branch, who is registered or who's principal place of business is in a country where there are requirements equivalent to the Money Laundering and Terrorist Financing Prevention Act (except for anti-money laundering and terrorism financing (**except in exceptional cases provided for by law**)). If, in the opinion of AE, the sale of the Securities and/or making of disbursement/withdrawal without the Client's instruction could materially damage the Client's interests and/or if the disbursement/withdrawal cannot be made, the Client's Securities and/or funds in closing the Account will remain at the disposal of AE up to the receipt of the Order.

8.6.3. AE is not responsible for the damage or expenses incurred by the Client because of the above described operations.

## **9. INACCURATE ENTRIES**

9.1. If the funds, Instruments or other assets have been groundlessly transferred to the Account or other account related to the Client, the Client is obliged to notify AE of it immediately after the discovery of the inaccurate entry and to return the relevant funds, Instruments or other assets to the account indicated by AE, at the latest within 3 (three) workdays from the receipt of the relevant notice from AE.

9.2. In case of the inaccurate entry made due to the circumstances depending on the Client, including based on the inaccurate Order, the Client undertakes to compensate all expenses and damage incurred by AE with inaccurate entry and the resulting operations. AE does everything reasonably possible upon the request of the Client to cancel the inaccurate entry.

9.3. AE has the right to block and/or debit the groundlessly transferred funds, Instruments or other assets from the Account without Client's consent. If AE has in execution of the Client's Order, made errors related to the sum, explanation, reference number or other requisites of the payment or asset transfer Order, AE has the right to debit the Account for making the adjustment entry without the Client's consent and make a transfer in the exact compliance with the data of the Order.

9.4. The Client has no right to give orders as to the funds, Instruments or other assets mistakenly transferred to the Account. AE has the right to immediately cancel all Client's orders or close the Transactions made as to the funds, Instruments or other assets

mistakenly transferred to the Account.

9.5. As to the funds, Instruments or other assets groundlessly transferred to the Client which were not voluntarily returned to AE within 3 (three) workdays from the receipt of the relevant notice from AE and which AE is not able to block and/or debit from the Account, the direct damage compensation claim against the Client incurs for AE. The Client is obliged to compensate the damage and expenses incurred by AE and the expenses related to their collection.

9.6. If AE debits the Client's Account groundlessly (among other things deviates as unjustified from the Clients' Transaction Order), AE has to credit the Account within the scope of debiting. The liability of AE is in this case limited to the usual value at the moment of debitation of the groundlessly debited funds, Instruments or other assets.

## **10. CONFIRMATIONS AND OBLIGATIONS OF THE CLIENT**

10.1. The Client confirms by submitting his/her client application and therefore by concluding the Agreement as well as in submission of each Order that it:

10.1.1. has reviewed the terms of the Agreement and General Terms, Rules, Service Terms and Payment Terms and Conditions disclosed on the Website, agrees with them and undertakes to comply with them;

10.1.2. has reviewed the overview of risks disclosed on the Website and is aware of the risks involved in investments to Securities;

10.1.3. agrees with the submission of the information related to the provision of the Services with the mediation of the Website and that it is in accordance with the business activities between AE and the Client and provision of the Services;

10.1.4. has submitted the accurate and valid data to AE, inter alia on the Client's knowledge, experience, proficiency and investment purposes;

10.1.5. is aware that in case of failure to submit or submission of incomplete information required by AE it is difficult or impossible for AE to determine whether a proposed Investment service and/or Security is appropriate for the Client;

10.1.6. is aware and accepts that in case AE warns them that the Investment service and/or Security might not be appropriate for the Client, but the Client still wishes to continue with the Investment service and/or Security, it might not correctly assess the risks involved with Investment service and/or Security;

10.1.7. is aware that AE is not obliged to assess the appropriateness of the Investment service or Security in providing the Investment service for making the Transaction related to the money market instruments, debt securities not embedding derivative instrument or other securities similar to such debt securities and shares. Shares admitted for trading on a regulated market in all states of an equivalent third country, and other non-complex securities and the Client's interests could thus be less protected;

10.1.8. undertakes not to use AE or Services for the achievement of the illegal objectives and not to execute its rights in bad faith or for the purpose of causing damage to AE;

10.1.9. is aware that the making of Transactions with the purpose of market manipulation, also the acting on the basis of inside information or making other transactions in contradiction with the legal acts is prohibited and punishable pursuant to criminal or misdemeanor procedure;

10.1.10. has full active legal capacity, its legal capacity has not been limited and it has all rights for the concluding of the Agreement;

10.1.11. enters into the Transaction in its own name and account and it has all rights to dispose of the assets needed for the execution of the Order, inter alia, the funds and Instruments deposited on the Account and on other accounts related to the Client (e.g. consent of the co-owner or spouse);

10.1.12. is aware of the fact that submitting of the Transaction Order to AE could be deemed as making the purchase or sales offer to AE or Third Person and on the basis of such Transaction Order AE can make an offer of the Transaction to the Third Person which might result in the binding purchase or sale obligation;

10.1.13. agrees that AE has the right to perform all Transactions and operations necessary for the execution of the Transaction with all persons, including oneself and AE is not obliged to notify the Client of the situation where AE is the counterparty to the Transaction made or to be made on the basis of the Transaction Order;

10.1.14. is obliged to indemnify AE from the obligations taken before the Third Persons by AE in making the Transactions and in provision of Investment service and fulfil such obligations by itself;

10.1.15. has reviewed the Best Execution rules of the Transaction Orders disclosed on the Website and agrees that any specific instructions as to the execution of the Transaction Order received from the Client may prevent AE from applying measures created by AE in the best execution rules of Transaction Orders;

10.1.16. is aware and agrees that AE has the right to aggregate the Transaction Orders and the impact of aggregation might be unfavorable to the Client as taken separately as to the specific Transaction Order, but all in total the damaging of the interests of the Client is improbable;

10.1.17. bears all risks related to the Transaction, including if, in giving the Transaction Order, it proceeded from the information included in the market overviews, estimates, opinions and other similar documents disclosed on the Website by AE or Third Person;

10.1.18. is aware that its funds and Securities may be kept by the Administrator in the name of AE and the risks, consequences and liability of AE related to it;

10.1.19. agrees that the Securities can be kept on the nominee account (incl. nominee account opened in the name of the Administrator) together with the Securities belonging to AE, other clients of AE, Administrator or other clients of the Administrator. The Client has been notified of and it has considered the risks related to the keeping of the Securities on the nominee account or on other similar account;

10.1.20. is aware that the foreign law is applied to the safekeeping of the funds and Securities at the Administrator's operating in the foreign country, as a result of which the rights related to the Clients' funds or Securities could be different of the provisions of the St Vincent legal acts;

10.1.21. is aware that according to the legal acts applicable to the keeping of the Securities at the Administrator the Securities kept by the Administrator might not be possible to distinguish of the securities belonging to the Administrator or AE and it is aware of the related risks;

10.1.22. agrees with the use of the Securities belonging to it, kept by AE, (including the Securities kept on the nominee account of the Administrator or on other similar account) in the interests or on account of oneself or some other Client or pledging or encumbrance of such Securities (including set-off on account of the Securities) in the name of AE pursuant to the procedure stipulated in General Terms, also it is aware that the Administrators may possess relevant rights as to its Securities;

10.1.23. each time by submitting the Order authorizes AE to dispose of the Account for the execution of the Order according to the terms regulating the provision of Services, including Payment Terms and Conditions;

10.1.24. is aware and agrees that AE has the right to apply the temporary or permanent restrictions for the use of the Account, Securities and Service and, if needed, to close the Transactions opened on the Account related to the above in the cases described in the legal acts, Agreement, General Terms, Service Terms, Rules and other relevant sources;

10.1.25. agrees with the rights of AE for the processing of Client data arising from the General Terms and Procedure for processing the Client data and the Client's consent for the processing of its data is deemed to be reconfirmed by the Client by each submission of any expression of will or information to AE and is valid for indefinite time, unless provided otherwise in the Imperative Standards;

10.2. The Client is obliged to notify AE of all data and circumstances of importance in the communication between the Client and AE and which influence or may influence the Client relations, including:

10.2.1. Changes of the Client's name, address, e-mail address, number of communication means or other contact information;

10.2.2. Changes in the data of the identification document of the Client and/or Client's representative;

10.2.3. Loss, theft or otherwise against the Client's will leaving the Client's possession of the identity card or other identification document (e.g. Security elements);

10.2.4. Changes in the rights of the Client's representative;

10.2.5. Reorganization, merger, division, declaration of bankruptcy, liquidation or cancellation from the registry;

10.2.6. Other information that the Client should notify AE of, pursuant to the Agreement.

10.3 The notification obligation referred to in clause 10.2 is valid also when the relevant information is available in the public registry or through disclosed mass media channels or in some other way.

10.4 AE has the right to presume the correctness and completeness of the data available on the Client to AE, until the Client has not notified AE of the changing of the data submitted earlier. AE is not responsible for the loss or expenses borne by the Client which incurred as a result of the proceeding based on the abovementioned information by AE.

10.5 The Client is obliged to immediately notify AE of the changes in the data submitted in conclusion of the Agreement. AE recommends the Client to update the data referred to in clause 10.2 at least once a year. The contact information of the client service of AE has been disclosed on the Website.

## **11. CONFLICT OF INTERESTS**

Upon providing the Investment services to a Client a material conflict of interest may arise for AE and its partners with regard to the Client's interests or between interests of the different clients of AE. For as extensive a reduction of the conflict of interests as possible, occurring in the provision of the Services, AE has created and applies the relevant measures to reduce the risk of conflict of interests and for operating in the situation of conflict of interests.

## **12. OUTSOURCING OF AE'S OBLIGATIONS**

AE may use Third Persons for the better performance of the obligations of AE arising from the Agreement, by giving the relevant authorization to the Third Persons to carry out Transactions in the name of AE or fulfil any other obligations or execute the rights of AE. For that purpose, AE has the right to forward necessary information on the Client relationship to the Third Person and the Third Person has the right to process the Client's data in the terms stipulated pursuant to AE's Client data processing principles. AE is responsible for all of its obligations arising from legal acts and Agreement also in case such obligations are fulfilled by the Third Persons in the name of AE.

## **13. LIABILITY OF THE PARTIES**

13.1. AE and the Client fulfil its obligations arising from the Agreement as required, reasonably, in good faith, by exercising the due care and considering the customs and practices.

13.2. The Parties are not liable for the violation of its obligation, if the Party proves that this was caused by the fact, which could not be influenced by the Party having violated the obligation and the exclusion or overcoming of the fact of avoiding or hindering it or its consequence could not be reasonably presumed from it (force majeure).

13.3. Unless provided otherwise in the Imperative Standards:

13.3.1. AE is responsible only for the wrongful violation of AE's obligation arising from the Agreement, unless provided otherwise in the General Terms, Service Terms or Rules.

13.3.2. AE is not liable for the act or omission of the Third Person, including the Administrator, providing the service by the mediation of AE, including for any loss or expenses incurred as a result of the violation of obligation or bankruptcy or insolvency, unless provided otherwise in the General Terms;

13.3.3. AE is not liable for the indirect loss incurred to the Client (e.g. loss of profit);

13.3.4. AE is not liable for the fulfilment of the tax obligation applicable to the Client or notification of the client of such obligation, also for the potential loss or expenses which may be incurred from the non-fulfilment of the tax obligation for the Client;

13.3.5. AE is not liable for the loss or expenses directly or indirectly caused to the Client or the Third Person by the violation of the notification obligation of the Client referred to in clause 4.2.4;

13.3.6. AE is not liable for the loss or expenses caused by the change in the quotation of a currency or a Security or other investment risks, also for the loss or expenses borne by the Client, if the price of the Instrument or other market terms change in the period between the receipt and execution of the Transaction Order;

13.3.7. AE is not liable for the loss or expenses, if the Client has not followed the Rules or other relevant requirements established by AE, relevant securities

exchange or securities registry in submitting the Orders or executing the Transactions;

13.3.8. AE is not liable for the loss or expenses caused by AE being unaware of the lack of or changes in the legal capacity of the Client as the legal person or in the natural person Client's or the Client's representative's legal capacity to act and make decisions;

13.3.9. AE is not liable for the loss or expenses, if AE has the right to discontinue, postpone or refuse from carrying out the Transaction or execution of the Transaction Order or close the open Transactions of the Client according to the Agreement, General Terms, Service Terms, Rules or legal acts;

13.3.10. AE is not obliged to compensate the loss or expense to the Client which has incurred from use of the Account or Securities or other restrictions of provision of the Service and closing of the Transactions opened on the Account related to it, provided that AE had justified doubts in establishing the restrictions that the Client is violating the obligation arising from the legal acts, rules of the Administrator, rules of securities exchanges or securities registries, decisions of competent bodies, General Terms, Agreement or any applicable Rules.

13.4. The Client is obliged to compensate any loss, expenses incurred, paid fines or income paid for the Third Persons to AE resulting from the violation of the claims of the decision of other relevant competent body of rules of securities exchanges or securities registries or incomplete, misleading or wrong confirmations or information given to AE by the Client.

#### **14. SETTLEMENT OF DISPUTES AND JURISDICTION**

14.1. The disputes arising between the Parties are settled by negotiations. The Parties shall make reasonable efforts to achieve an agreement within the reasonable period.

14.2. The Client is obliged to avoid the use of insulting vocabulary and threats as to the representative of AE during the negotiations, spread of groundless or unproven information and accusations and damaging of the reputation of AE in any way.

14.3. The Client has the right to submit the Complaint to AE on the provided Service or for any other reason, in accordance to AE's procedure for processing the Client's complaints.

14.4. The court dispute arising from the Agreement is settled in the court of the location of AE, provided the Parties have not agreed otherwise or the Imperative Standards do not stipulate otherwise.

#### **15. APPLICABLE LAW**

The Agreement, General Terms, Service Terms, Rules and other documents constituting a basis for the Client relations have been prepared according to the St Vincent legislation and the latter is applied to the abovementioned documents and Client relations.

## **16. PERSONAL TERMS OF AGREEMENT**

1. I have read and understood all the terms and conditions below:
  - a. I agree that the lock-in period for my MT5 account will be 26 months starting from The Effective Date.
    - i. The Effective Date shall be defined as the Monday on the following week after signing up.
2. The Introducing Broker will be payable on the first signing up. Rebates will be reimbursed on the first sign up week before The Effective Date.
3. The client participating in the Investment Instrument shall be entitled to rebates and each MT5 account is an asset to the client under his/her sole name.
4. I have agreed to bear all the risks of this investment.
5. I have agreed that all the information revealed and given are correct and relevant information about myself.
6. I have agreed not to reveal any trading passwords and login ID to anyone.
7. I shall keep my personal assets at my own risk.
8. I agree that The Company and The Introducing Broker reserve the rights to amend their terms and conditions without prior notice.

The Client authorises Decode Academy as the agent and attorney-in-fact (“Trading Agent”), and revokes all prior powers of attorney relating to the client’s above specified foreign exchange currency trading account at Alliance Equities including the full power of authority to purchase, sell or trade in over the counter foreign currency transactions, including non-deliverable transactions, on margin or otherwise, in one or more accounts (collectively, the “Accounts”) opened by and maintained with Alliance Equities. The Trading Agent is authorised to act on behalf of the client in the same manner and with the same force and effect as the client might or could act in respect to such transactions, as well as with respect to all other things necessary or incidental to the furtherance and/ or conduct of the Account.

Alliance Equities is hereby authorised to follow the instructions of the Trading Agent in all such foreign currency transactions communicated through entry on Alliance Equities’ trading system (“Alliance Equities Online Facility”) or such other written or given instructions that Alliance Equities may accept as well as management decisions relating to the Account. Alliance Equities will not be liable for following the instructions of the Trading Agent, including but not limited to any instruction to aggregate orders, with orders for or on behalf of the Trading Agent’s other clients, and the client will not attempt to hold Alliance Equities liable for the Trading Agent’s actions or inactions.

#### **EXCLUSIONS, LIMITATIONS AND INDEMNITY**

The Client understands that Alliance Equities does not, by implication or otherwise, endorse the operating methods of the Trading Agent. The Client hereby releases Alliance Equities from any and all liability to the client or to anyone claiming through Counterparty with respect to any damages, losses sustained or alleged to have been sustained as a result of Alliance Equities following the Trading Agent’s instructions or for any matter arising out of the relationship between the Trading Agent and Counterparty and will, in addition to any other indemnity provided to Alliance Equities by the client, indemnify Alliance Equities from any losses, damages, liabilities and expenses, of any kind or nature whatsoever, arising therefrom. The client also agrees to hold Alliance Equities as harmless and to indemnify it as to any expense, damage or liability (including legal fees) sustained by it with respect to any and all acts and practices of the Trading Agent regarding this Account, including all losses arising therefrom and debit balance(s) due thereof.

The client acknowledges that the Counterparty and Trading Agent have agreed on the method by which the Trading Agent will be compensated for services rendered to the client. The client hereby agrees to indemnify and hold harmless Alliance Equities and its affiliates and employees from any loss, damage or dispute arising out of or relating to the calculation and payment of such fees to the Trading Agent. All statements, notices, correspondence and the like generated in this Account will be sent or given to the Trading Agent at the address shown for this Account and to the client at the address indicated in the client’s Account documents, and to such other person or address as the client has granted trading authority to for the Account. The client has an obligation to contact Alliance Equities if the client has any questions concerning the statements.

**RISK WARNING**

The client understands that there are many strategies that can be used in trading foreign exchange, some of which have unlimited risk of loss and could result in the client sustaining a total loss of all funds in the Account and, further, that the client is liable for any deficit in the Account resulting therefrom. The client acknowledges that the client has had the opportunity to discuss with the Trading Agent, and understands the nature and risks of the strategy to be used in connection with foreign currency transactions effected for the client's Account.

**TERMINATION AND WITHDRAWALS**

The authorisation is a continuing one and will remain in full force and effect until revoked by the client, or by an authorised person on the client's behalf, by written notice given to Alliance Equities. Such revocation will become effective upon the actual receipt thereof by Alliance Equities within Alliance Equities' office hours; this will not affect any liability in any way resulting from transactions initiated prior to the acknowledgement of receipt from Alliance Equities. Upon receipt of the revocation, Alliance Equities will have the right to close positions in the client's account at the prevailing market prices as determined by Alliance Equities by its sole discretion and to return the funds to the client. This authorisation will inure to the benefit of Alliance Equities, its successors and affiliates. The provisions hereof will be in addition to, and will in no way limit or restrict the rights that Alliance Equities may have under any agreement with the client.

The client acknowledges that any withdrawal or revocation requests may cause further loss to the client's Account and that Alliance Equities is not accountable for any such losses. If the client requests a withdrawal from his/her account and there are insufficient funds available to pay the Trading Agent as a result of such request or other action taken by the client, the client hereby agrees and understands that all fees are debited from his/her trading account prior to requested withdrawal.

The client acknowledges that at the discretion of the Trading Agent, redemption restrictions may apply.

**TRADING AGENT**

The Trading Agent acknowledges that it has been designated as the agent and attorney-in-fact pursuant to the attached Limited Power of Attorney, with full power and authority to purchase, sell or trade in over the counter foreign currency transactions, including non-deliverable transactions, on margin or otherwise, in one or more accounts ("Accounts") maintained by client. The Trading Agent hereby represents and warrants to Alliance Equities that the Trading Agent has provided and will continue to provide the client with:

- an explanation of the nature and risks of the strategies to be used in connection with all transactions to be executed for the client's Account; and
- the Trading Agent's performance history; and

- any other disclosure of information as required by applicable law.

The Trading Agent agrees to comply with all applicable laws, rules and regulations. In this regard, the Trading Agent represents and warrants that the Trading Agent has and will maintain during the term of this Agreement all licenses or registrations that may be required under applicable law.

Alliance Equities may rely on all orders received by the Trading Agent from such individuals with respect to any of the transactions referred to above without further inquiry until it receives written notice of a change from the Trading Agent or the client. The Trading Agent hereby agrees to indemnify and hold Alliance Equities as harmless from and to pay Alliance Equities promptly on demand any and all losses, damages, costs, injuries and expenses arising out of or in relation to any action taken or not taken by Alliance Equities in reliance on any instruction, notice or communication given by the Trading Agent or any agent of the Trading Agent prior to receipt by Alliance Equities of written notice from the Trading Agent that such agent is no longer so authorised.

#### **JURISDICTION**

This Limited Power of Attorney is governed by and construed in accordance with the laws of St Vincent.

#### **PRIVACY**

As a condition of agreeing to this LPOA, The Client acknowledges that their personal details may be made visible to the Trading Agent subject to Alliance Equities' general duty of confidentiality.