

Client Agreement

MarketOnUs Ltd.

This Client Agreement together with all integral parts published on the Company's Website or otherwise notified to the Client constitutes a binding agreement between the Company and the Client (the "Agreement").

I. INTRODUCTION

1. This Agreement is entered by and between MarketOnUs Ltd. - a company incorporated and registered in the Republic of the Marshall Islands under registration No. 81547 (the "Company") - on the one part and a natural person/legal entity who has completed and sent the registration form and has been accepted by the Company (the "Client") on the other part.
2. An integral part of this Client Agreement are the following documents: Order Execution Policy, Conflict of Interest Policy, Privacy Policy, Risk Disclosure and additional rules, policies disclaimers and communications - as amended from time to time - available at all times on the Company's Website at www.fxonus.com (the "Company's Website").
3. This Agreement sets out the terms upon which the Company offers services to the Client and governs all relations between the Company and the Client with respect to the execution of transactions in financial instruments through the Company's trading platform and the provision of other services by the Company to the Client. The Company reserves the right to refuse the service to the Client at any time, without giving a reasons.
4. This Agreement supersedes any previous agreements and other arrangements between the Company and the Client, both in writing and orally. The provisions of this Agreement shall be considered accepted unconditionally by the Client after clicking on the "I Agree" button during the registration process and sending the registration form – in this way, the Client entering into a legally binding agreement. Acceptance of this Agreement by the Client means that the Client read, understood and agreed with all the terms specified in this Agreement. The Client has no right to cancel and/or terminate this Agreement on the basis that it is a distance contract.
5. In case of conflict between the provisions of the Client Agreement and its integral part, the provisions of the Client Agreement shall prevail. In cases not regulated by this Agreement, the Company will solve the matter on the basis of market practices. The Client agrees that such Company's decision is final. The rule indicated in the preceding sentences is also applied to the terms not defined in this Agreement.
6. The official language of the Company is English. All the Company's documents and other information are available in English. Translations into other languages are available only for information purposes and the English version is prevail.
7. The Client agrees to the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies, and records of transactions initialed or completed through the Company's Website and/or trading platform. The Client waives any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.
8. The terms have meaning clearly indicated in the further provisions of this Agreement and below:
 - *ask* – the higher price in a quote at which the price the Client may buy;
 - *balance* – the total financial result on the Client's trading account after the last completed transaction and depositing/withdrawal operation at any period of time;

- *base currency* – the first currency in the currency pair against which the Client buys or sells the quote currency;
- *bid* – the lower price in a quote at which the Client may sell;
- *closed position* – the opposite in relation to an open position;
- *contract for differences (CFD)* – the contract for differences by reference to variations in the price of an underlying asset which is financial instrument;
- *completed transaction* – two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa;
- *floating profit/loss* – the current profit/loss on open position calculated at the current quotes (added any fees/commissions if applicable);
- *free margin* – the amount of funds available on the Client’s trading account which may be used to open a position or maintain the open position;
- *hedged margin* – the necessary margin required by the Company so as to open and maintain matched position;
- *initial margin* – the necessary margin required by the Company so as to open and a position;
- *leverage* – the ratio in respect of transaction size and initial margin;
- *long position* – the buy position that appreciates in value of underlying market prices increase;
- *lot* – the unit measuring the transaction amount specified for each underlying asset of a CFD;
- *lot size* – the number underlying assets in one lot in a CFD;
- *margin* – the necessary guarantee funds so as to open an maintain open position;
- *open position* – any transaction or contract which resulted from an executed order, and which is still in effect, unsettled, non-concluded by assuming varying profit or loss in accordance with the price movements of financial instruments (open position is not a completed transaction);
- *order* – the instruction from the Client and/or person acting on the Client’s behalf to trade in financial instruments;
- *quote* – the information of the current price for a specific underlying asset, in the form of the bid and ask prices;
- *quote currency* – the second currency in the currency pair which can be bought or sold by the Client for the base currency;
- *short position* – the sell position that appreciates in value if underlying market prices fall (is the opposite of a long position);
- *transaction size* – the lot size multiplied by number of lots;
- *swap* – the overnight interest rate credited or debited on the open position;
- *spread* – the difference between the bid and ask prices quoted on the Company’s trading platform;
- *swap and rollover* – the interest added or deducted for holding a position open overnight;
- *underlying asset* – the object or underlying asset in a CFD which may be currency pairs, futures, metals, equity indices, stocks and commodities; the list is subject to change and Clients must refer each time on the Company’s trading platform;
- *underlying market* – the relevant market where the underlying asset of a CFD is traded.

II. GENERAL RISK DISCLOSURE – NO ADVICE

1. The Client acknowledges that trading in financial instruments is associated with high risk and may result in loss of all invested funds. The Company’s services can never be considered a safe investment rather only an investment with a high risk of loss inherently associated with it.

Therefore, trading may not be suitable for everyone and the Client should ensure that he understands the nature of financial instruments and risks. When the Client makes decision to trade in financial instruments, the Client should consider all risks and costs. The Client is solely and totally responsible for all transactions and investment decisions. If necessary, the Client should seek independent advice.

2. The Company only executes the Client's transactions and does not provide any recommendations and does not advise. All Information and any other similar materials published on the Company's Website or otherwise provided to the Client does not constitute a recommendation and/or advice. Any general views expressed to the Client (whether orally or in writing) on economic climate, markets, investment strategies, trading suggestions, research or other such information cannot be viewed as a recommendation and/or advice.
3. The information, including but not limited to a market information and information received by the Company from the third party, available on the Company's Website and/or trading platform are not a recommendation and/or advice. The Company does not guarantee the reliability, accuracy, timeliness, completeness and/or correctness of mentioned information. The Company does not guarantee any result of Client's decisions taken on the basis of information provided by the Company. The Client accepts that the information may quickly become unreliable and unbelievable for various reasons and the Company is not responsible for it. In any case of error in transmitting the information, the Company is entitled to amend the prices and Client's positions.
4. The Company is not obligated to provide to the Client any legal, tax and other advice related to any transaction. The Client is solely liable for all tax obligations, including tax liabilities arising from the transactions in financial instruments and trading activity covered by this Agreement. The Client knows, understands and agrees that the Company is not responsible for taxes mentioned above and the Company does not collect tax for any authority in any form and manner. The Client is obligated to calculate and pay all taxes applicable to its activities in the Client's country of residence.
5. The Client acknowledges and accepts that there may be risks other than those mentioned in paragraph II and in the Risk Disclosure.

III. SERVICES

1. The Company within a operation provides the investment and ancillary services to the Client indicated on the Company's Website. The Company offers its services in relation to various financial instruments. The Client may be allowed to trade only in one or some of those financial instruments.
2. The Company reserves the right to modify, suspend or discontinue, temporarily or permanently, all or any part of services, without giving a reasons and without notice. The Client agrees that the Company is not liable for any modification, suspensions and discontinuance of all or part of services.

IV. TRADING ACCOUNT

1. In order to open trading account in the Company, the Client shall take registration process on the Company's Website – fill out registration form, accept this Agreement and confirm the registration data. The Company reserves the right to refuse the Client to open the trading account, without giving a reasons.
2. The Client confirms that provided true, accurate, current and complete information during the registration process. The Company does not assume any responsibilities for the information provided by the Client during registration process. To verify the Client, the Company reserves the right to request at any time satisfactory proof of identity (including but not limited to copy of a valid passport / identity card and/or any used payment card) and proof of address (including but not limited to utility bill and/or bank statement for the last three months). The Client is obligated to immediately inform the Company of any change of information provided during the registration process and later changed. The information mentioned above are kept confidential for the Company's purposes.
3. In order to allow the Client to use the trading account, the Company has the right to request minimum initial deposit. The trading account will be activated by the Company after receiving the first deposit from the Client.
4. Opening of trading account and its management is performed in one of the currencies offered by the Company and selected by the Client.
5. The Client accepts that the Company is unable to identify person other than the Client who is logging in to the trading account without the Client's expressed consent.
6. The Client's number of trading account, username and password (the "Personal Code") cannot be disclosed to any unauthorized third party. The Client is solely responsible for the security of Personal Code. The Client agrees to keep the Personal Code secret and confidential and not to allow anyone else to use it. Each person who use the correct Client's Personal Code is considered by the Company as the Client and the rightful holder of trading account. The Client accepts that is responsible for all transactions, orders and/or instructions given through and under the Client's Personal Code by anybody. In this situation, the Company shall bear no responsibility for any loss, including but not limited to financial loss, as a result of the actions on the Client's trading account.
7. The Client undertakes to notify the Company about the use of Client's Personal Code by unauthorized third party. If the Company is informed from a reliable source that the Client's Personal Code has been received by unauthorized third party, the Company may, at its discretion and without having the obligation to the Client, freeze the trading account.
8. The Client may in writing authorize a third party to manage the trading account on Client's behalf (the "Account Manager"). The Client authorizes the Company to accept and execute all transactions, orders and/or instructions given by the Account Manager in whatever form and to disclose to the Account Manager all information associated with it and with the trading account. The Client accepts full responsibility for all transactions, orders and/or instructions given by the Account Manager and executed by the Company.
9. Any funds received in a currency for which the Client does not hold the trading account may be converted by the Company into the Client's base currency.

10. If the Client does not conduct activities on the trading account for 1 (one) months or more from the day of opening or closing of the last transaction, the Company may charge the Client a fee of 10% of funds accumulated on the trading account. If the Client does not conduct activities on the trading account for 6 (six) months or more from the day of opening or closing of the last transaction, the Company has also the right to close the trading account. After closing of Client's trading account all amounts payable by the Client to the Company will become immediately due. The funds from the closed trading account minus any outstanding amount that is due to the Company by the Client will be returned at the Client's request submitted within 1 (one) month from the date of closing of Client's trading account. After this deadline the funds from the closed trading account are remuneration of the Company for the services and maintaining account. In the cases specified in this point, the Company bears no responsibility for any Client's loss, including but not limited to the financial loss and the Client has no right to claim a compensation, demand a performance of the Agreement in a particular way and anything else from the Company.
11. In particular, in the case of suspicion of fraud, forgery, abuse and/or any breach of law or this Agreement by the Client, the Company may, at its discretion and without notice, freeze or close the Client's trading account. After closing of Client's trading account all amounts payable by the Client to the Company will become immediately due. The funds from the closed trading account minus any outstanding amount that is due to the Company by the Client will be returned at the Client's request submitted within 1 (one) month from the date of closing of Client's trading account. After this deadline the funds from the closed trading account are remuneration of the Company for the services and maintaining account. In the cases specified in this point, the Company bears no responsibility for any Client's loss, including but not limited to the financial loss and the Client has no right to claim a compensation, demand a performance of the Agreement in a particular way and anything else from the Company.
12. The Client does not intend to use the trading account for payment to third parties.

IV. TRADING PLATFORM

1. The Client may download and install the trading platform software (the "Software") which is available on the Company's Website.
2. The Client is solely responsible for providing and maintaining the compatible equipment (includes at least a personal computer and the Internet access) necessary to access and use of the trading platform. The Company does not guarantee that the Software is free from any viruses and other harmful mechanisms. The Client accepts that the Company is not responsible for the destruction, damage or malfunction of Client's equipment due to any cause, in particular caused by the Software.
3. The Client accepts that the Company reserves the right to temporarily or permanently limit or terminate the Client's access to the trading platform, without giving the reasons and without notice. In the cases specified in this point, the Company bears no responsibility for any Client's loss, including but not limited to the financial loss and the Client has no right to claim a compensation, demand a performance of the Agreement in a particular way and anything else from the Company.

4. The Client accepts that the Company bears no responsibility for any loss, including but not limited to financial loss, caused by the lack of access to the trading platform for any reason. If the Client is unable to access to the trading platform, the Client may contact with the Company by email at support@fxonus.com.
5. The Company will not be liable for any disruptions, delays or problems in communication experienced by the Client when using the trading platform.
6. The Client will not, whether by act or omission, do anything what may violate the integrity, functionality and operation of the trading platform, the Company's Website and other Company's systems, and what may cause damage and/or malfunction.
7. The Client acknowledges that the Company bears no responsibility if unauthorized third party has access to information, including but not limited to electronic address, personal data, the Personal Code, in particular when the mentioned above are sent using the Internet, email, telephone or any other electronic means.
8. The Client is permitted to store, display, analyze and print the information made available through the trading platform. The Client is not permitted to publish, transmit or otherwise reproduce that information, in whole or in part, in any format to third party without the Company's consent in writing. The Client may not alter, obscure or remove any copyright, trademark or any other notices that are provided on the trading platform.

V. FUNDS – DEPOSITS, TRANSFERS, WITHDRAWALS

1. The Client may transfer funds to/from the Company at any time during the course of this Agreement and such funds will be added/removed by the Company to/from the trading platform and the Client's trading account.
2. Deposits, transfers and withdrawals will be made via the methods and in the currencies accepted by the Company - as amended from time to time- which are available on the Company's Website.
3. The Client acknowledges and agrees that the Company is not obligated to pay the Client any interest for funds deposited on the Client's trading account and the Client waives any rights to receive any interest earned on Client's funds held on the Company's bank accounts. The Client agrees that the Company may use this earned interest, in particular to cover fees, charges and other expenses related to the administration and maintenance of Company's bank accounts.
4. The Client's funds are treated by the Company as its own for the purpose of securing and covering the Client's present, future, actual, contingent and prospective obligations to the Company. The amount of outstanding liabilities is automatically deducted from the trading account without further authorization.
5. The Client declares that all funds transfer to the Company are not for criminal and illegal activity and do not violate the anti-money laundering law anywhere in the world.
6. The Company does not accept deposits on the Client's trading account from a third party.

7. The withdrawal/transfer of funds from the trading account is performed using the same method as was used for making deposit, and to the same bank account or electronic payment system from which the deposit was made. When the deposit was made by the method that cannot be used for withdrawal/transfer then funds may be withdrawn/transferred through the bank transfer to the bank account opened on the Client's name.
8. The Company reserves the right to make withdrawal/transfer of Client's funds only in the currency in which the funds were deposited.
9. The Company executes withdrawal/transfer of Client's funds after receiving a relevant request from the Client. The withdrawal/transfer request should be submitted through the trading platform. The Company does not obligate to process with withdrawal/transfer requested by any other means. The Company may reject the withdrawal/transfer request received from the Client, without giving a reasons and without notice, in particular when: (i) the request does not include all required information; (ii) the funds after the withdrawal are not sufficient to secure open position on the trading account; (iii) the funds are transferred by third party; (iv) the Company suspects that the profits obtained by the Client are the result of fraud, forgery, abuse and/or breach of law and this Agreement. At the time when the Client's Trading Account is frozen, the Client's funds are also frozen and the Company does not execute from this account transfer/withdrawal. In the cases specified in this point, the Company bears no responsibility for any Client's loss, including but not limited to the financial loss and the Client has no right to claim a compensation, demand a performance of the Agreement in a particular way and anything else from the Company.
10. The Company is not responsible, in particular for any delays and/or differences caused by the third parties (especially by financial institutes), rates, commissions and other expenses. All charges, fees and other costs associated with deposits, withdrawals and transfers are borne by the Client and the Company may debit the Client's trading account.
11. The Client may send the request for internal transfer of funds to another Client's trading account within the Company. The Company reserves the right to limit or prohibit the internal transfers between the Client's trading accounts, at its sole discretion and without giving a reasons.
12. The Company is not liable for mistakes committed during the taking deposits from the Client and at the time of making withdrawals/transfers to the Client. It is understood that if the Client provided wrong data/instructions for a deposit and withdrawal/transfer, the Company may be unable to correct the mistake and the Client may have to bear the loss.
13. The Company may hold Client's funds and the funds of other Clients on the same bank account and/or on the other account (omnibus account).
14. The Company may deposit the Client's funds in overnight deposits and is allowed to keep any interest.
15. By accepting this Agreement the Client gives consent and authorizes the Company to make deposits and withdrawal/transfer the Client's funds on the Client's behalf to a third party, including but not limited to settlement of transactions performed by or on Client's behalf. The Company is not liable for the solvency, acts or omissions of any third party and for resulting

losses. The third party may hold Client's funds on the omnibus account and it may not be possible to separate it from the funds of other Clients and the third party's funds.

16. It is agreed that the Company has the right to transfer the Client's funds to successors, assignees, transferees or buyers.

VI. TRADING TERMS

1. The Client may open/close a positions and place, modify and delete pending orders through the Company's Trading Platform. The Client accepts that the Company acts only as an agent of the Client. The Company will transmit the Client's orders in the external market (other liquidity providers) for execution. The execution of the Client's orders will depends on the pricing and available liquidity of the providers.
2. The Client's orders are executed at the bid/ask prices which are offered by the Company and at the Client's requested prices. The Client's requested prices and the current market prices may change. In this event, the Company has the right to decline the Client's requested price and offer a new quote which the Client can accept or reject.
3. If any underlying asset of the financial instrument becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to restrict short selling or even withdraw the specific financial instrument from the Company's Trading Platform.
4. The Company has the right, but not the obligation, to set limits and/or certain parameters in relation to the Client's Trading Account and orders, at its absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed or added by the Company. The limits and/or parameters are conclusive and binding upon the Client.
5. Especially, during periods of volatile market conditions, news announcements, opening gaps (trading session starts) or other possible gaps when the underlying asset of financial instrument has been suspended or restricted on a particular market, Buy/Sell Stop and Stop Loss orders may not be filled at requested price but instead at the next best available price. The same rules are applied when the trading strategy is deemed as abusive, aiming towards potential riskless profit.
6. Considering the volume of the Client's orders and the current market conditions, the Company has the right to proceed with partial execution.
7. The Company has the right, at its discretion to increase or decrease spreads of financial instruments depending on the current market conditions as well as the size of the Client's orders.

- 8.** The swap rate is mainly dependants on the level of interest rates as well as the Company's fees for having an open position overnight. The Company has the right to change the level of the swap rate on each financial instrument at any time. The Company reserves the right to change the swap values of Client in case of any suspect of abuse and/or breach of this Agreement.
- 9.** The Company reserves the right to disable and/or enable a swap free trading on the Client's Trading Account at any time. This may occur, in particular when: (i) the Client abuse the Company's trading conditions and/or system; (ii) the Client's trading strategy imposes a threat to the Company's trading operation; (iii) the Company deems necessary in order to protect the smooth trading operation.
- 10.** All orders are placed in lot sizes. A lot is a unit measuring of transaction amount and is different per each financial instrument. The minimum volume size for all financial instruments is 0.01 lot. The specifications of contracts are posted on the Company's Website.
- 11.** The Client has the right to request a change the Client's Trading Account leverage at any time. The Client acknowledges that the Company has the right to change the Client's Trading Account leverage at any time without the Client's consent, either on a permanent basis or for a limited period of time.
- 12.** The Company has the right to start closing the Client's positions, starting from the most unprofitable at the market price when the margin level is equal to or less than 30%.
- 13.** The Client is solely responsible for any orders sent to the Company through the Trading Platform under the Client's Personal Code. The Company may execute all received orders, even if such transaction is not suitable for the Client. The Company can rely and act according to any orders provided by the Client and/or any person authorized on the Client's behalf through the Trading Platform under the Client's Personal Code, without the need for further verification.
- 14.** The Client accepts that the Company is entitled, at any time and at its discretion, without providing any notice and giving a reason, to refuse to transmit/execute any order, cancel any pending order, close any opened position, modify the opening/closing price, remove Client's profits and refuse to transfer/withdrawal Client's profits, in particular in the case of suspicion of abuse and/or breach of this Agreement by the Client. The Company is entitled, on its own discretion, to cancel or correct any transaction that has been executed in connection with a system error, system malfunction, abuse, breach of the Agreement by Client, etc.
- 15.** The Client accepts that all orders executed by the Company shall be conclusive and binding.
- 16.** The Company does not provide physical evidence in relation to any transaction. Profits and/or losses will be considered as completed after the closing of transaction.

- 17.** The Company reserves the right to reverse any orders that are deemed to be contrary to the Company's interests.
- 18.** The Company, in particular, does not permit: (i) execution of opposite transactions simultaneously, (ii) execution of transactions based on market differences; (iii) execution of transactions during publications of information (macroeconomic notices); (iv) execution of transactions based on frozen prices; (v) execution of transactions during suspension of trading; (vi) execution of transactions based on price or time manipulation; (vii) execution of transactions based on arbitrage between different systems, as well as transactions found by the Company as an attempt to perform such forbidden transactions.
- 19.** The Company may, from time to time, provide bonuses or different grants to the Trading Account. Such bonuses/grants may be offered for limited periods of time. The Company is entitled to change, freeze or cancel the bonuses/grants terms from time to time. The Company has right to remove the bonuses/grants and the profits achieved by using the bonuses/grants from Trading Account, on its sole discretion at any time without giving a reason.
- 20.** The trading of financial instruments occurs during specific time frames. The Client shall be notified of the Company's holidays through the Company's Website.
- 21.** The Order Execution Policy (the integral part of this Agreement) sets out a general rules for the execution of orders as well as several other factors that can affect the execution of a financial instrument.

VII. ACCOUNT BALANCES

- 1.** Account balances and statements are displayed through the Trading Platform. The Client may review transactions and the state of funds at any time by accessing the Trading Account and review reports created by the Company. The Company does not send printed reports to the Client.
- 2.** The Client should follow its the Trading Account regularly. All trading certificates and reports shall be considered at true and accepted by the Client upon their receipt.

VIII. FEES AND CHARGES

- 1.** For any services provided to the Client, the Company is entitled to receive fees from the Client as well as compensations for the expenses incurred by the Company, in the amount/percentage rates specified by the Company. The company has the right to charge the Client any additional necessary fees and costs.

2. The Client acknowledges and agrees that the Company may change fees unilaterally without any prior consultation or prior consent from the Client.
3. After performance of service, the Company may deduct the fee/compensation from the Client's Trading Account. For this purpose the Company is entitled to combine or make transfers between all Client's Trading Accounts within the Company. If the Client does not have sufficient funds to cover its liabilities, the Client must deposit additional funds immediately upon demand by the Company, otherwise the Company may close the all opened positions of Client.
4. The Company may charge the Client interest on any amounts due, which are not paid, at such rate as it is reasonably determined by the Company. Interest will accrue on a daily basis. Furthermore, in case that the Client fails to make the required deposit within the given deadline, the Company may also proceed with the sale of financial instruments from Client's Trading Account without further notice.
5. The Client's liabilities arising from the fees, compensations and other charges may be paid by a third party on Client's behalf.
6. Before starting of trading, the Client should consider details of all fees, commissions, costs and other charges for which the Client will be liable.
7. The Company is not obligated to disclose or provide information to the Client about fees or other remuneration, and other expenses incurred by the Company.

IX. INTRODUCING BROKER

1. The Company may cooperate with a natural person and/or legal entity providing services consisting of recommending the Company to the potential Clients (the "Introducing Broker").
2. The Company may pay the commission/fee to the Introducing Broker for its services. The commission/fee of Introducing Broker is related to volume/frequency of transactions performed by the referred Client within the Company. The Company is not obligated to disclose to the Client further details regarding to the amount of commission/fee or any other remuneration paid by the Company to the Introducing Broker, or other third parties.
3. The Company is not liable for any agreement that may exist between the Client and the Introducing Broker and for any obligation related to this agreement.
4. The Client acknowledges that the Introducing Broker is not a representative of the Company and is not authorized to provide any guarantees or any promises with respect to the Company and its services.

X. DATA PROTECTION

- 1.** The Company holds some information regarding to the Client on the Company's data bases.
- 2.** The Company is permitted to use and/or disclose the Client's information for internal use, including with affiliated entities and/or service providers that are required for the provision services to the Client. The Company may use the Client's information in order to provide updates and/or information and/or promotion/marketing information, including through the Client's email.
- 3.** The Company has the right to disclose Client's information in cases specified by law.
- 4.** Telephone conversations between the Client and the Company may be recorded and kept by the Company. Recordings of conversations will be the sole property of the Company. All such recordings of conversations may be use by the Company, among other things, in the case of a dispute between the Company and the Client or for trading purposes. The Company is not obligated to share recordings of conversation with the Client.
- 5.** The Client accepts that the Company, including with affiliated entities and/or service providers, may make direct contact with the Client by telephone, fax, email or post for the purpose of marketing financial services and products. The Client will not consider such communication a breach of any the Client's rights under any relevant data protection and/or privacy regulations.
- 6.** Detailed rules for the protection of Client's information are set out in Privacy Policy (the integral part of this Agreement).

XI. CONFLICTS OF INTEREST

- 1.** When the Company deals with or for the Client, the Company and other person connected with the Company may have an interest, relationship or arrangement that is material in relation to the transaction concerned or that conflict with the Client interest.
- 2.** The Client consents to and authorises the Company to deal with or for the Client in any manner which the Company considers appropriate, notwithstanding any conflict of interest or the existence of any material interest in the transaction, without prior reference to the Client.
- 3.** Detailed rules for dealing with conflict of interest are determined in Conflict of Interest Policy (the integral part of this Agreement).

XII. TERMINATION OF THE AGREEMENT

- 1.** The Client has the right to terminate this Agreement, for any reason, by giving 7 (seven) days written notice to the Company which should be sent by email at compliance@fxonus.com, provided that the Client has not the open position and amounts due for payment to the Company.
- 2.** The Company may terminate this Agreement immediately, at any time without giving any reason, by sending notification at the last known Client's email, in particular in the case of suspicion of fraud, cheating, forgery, abuse and/or any breach of law or this Agreement by the Client. Termination of the Agreement accordance with this point means a closing of all Client's opened positions.
- 3.** After sending by the Client/Company termination notice to the Company/Client, all amounts payable by the Client to the Company will become immediately due. The Company has the right to deduct all the Client's due obligations from the Client's Trading Account.
- 4.** After termination of the Agreement the funds from Client's account minus any outstanding amount that is due to the Company by the Client will be returned at the Client's request submitted within 1 (one) month. After this deadline the funds from Client's account are remuneration of the Company for the services.

XIII. LIABILITY

- 1.** The Company's services are provided "AS IN" and "AS AVAILABLE" and the Company makes no warranties of any kind, express or implied. The Company does not warrant that the Company's Website, servers, phones, emails and other means shall always operate and/or be. The Company will not be liable for any damages of any kind arising from the use of the Company's Trading Platform or Website.
- 2.** Due to the fact that the Company's trading systems are based, inter alia, on computer networks and the Internet, trading or part of it may become ceased and/or interrupted without prior notice because of circumstances outside the control of the Company. In such events, the Company may, among others, close all the Client's opened positions, without prior notice, and as possible, in fair market prices at the time.
- 3.** The Company is not liable for any loss, expense, cost or obligation (including consequential loss) suffered or incurred by the Client as a result of given orders, or any other communication being made via the Internet or other electronic means. The Client is solely responsible for all orders and for the accuracy of information sent via electronic mean. The Company is not responsible for delays or inaccuracies in the transmission of any information or the execution of orders due to any cause beyond the reasonable control of the Company.

4. The Company is not be liable for any delays or other errors caused during the transmission of the Client's orders via the Company's Trading Platform, for any reason.
5. The services provided by the Company are intended for professional and non-professional traders. The service should not be seen as investment advice or recommendation. The Company is not registered as an investment advisor or brokerage firm.
6. The Client is obligated to compensate the Company, on its demand, all the obligations, liabilities, damages, losses and costs (including reasonable legal costs), duties, taxes, charges, commissions or other expenses incurred by the Company in relation to the provision of services to the Client and the enforcement of its rights under this Agreement, regardless of the reason why the above mentioned liabilities and expenses exist.
7. The Company and the Company's directors, shareholders, employees, agents and other third parties acting on the Company's behalf are not responsible for damages, including but not limited to financial losses, and/or other expenses caused to Client during the provision of services to the Client and taking actions under this Agreement.
8. The Company has the right to set off its obligations to the Client with the Client's obligations to the Company. The Client can set off its obligations to the Company with the Company's obligations to the Client only with the consent of the Company expressed in writing.
9. The Client may bring a claim against the Company within 3 (three) months from the date of the action or omission giving rise to the claim, after this deadline the claim expires.
10. In particular, in the situations specified in: (i) paragraph III point 7, 10 and 11; (ii) paragraph IV point 4; (iii) paragraph V point 9; (iv) paragraph VI point 14; (v) paragraph XII point 4, the Company bears no responsibility for any Client's loss, including but not limited to the financial loss. In this cases, the Client has not the right to claim compensation of damages, demand a performance of the Agreement in a particular way and anything else from the Company.

XIV. GENERAL PROVISIONS

1. The Client acknowledges that read, understood and accepts this Client Agreement and all its integral parts, and its provisions become legally binding and enforceable.
2. Without prejudice to any provision of this Agreement, the Company reserves the right to amend this Client Agreement and all its integral parts. Amendments will be published in the form of a uniform text on the Company's Website. The Client has the right to terminate this Agreement within 5 (five) days from the date of publication of uniform text on the Company's Website. No termination of this Agreement within the

period specified in previous sentence means that Client accepted the all published amendments.

3. The Company has the right to change information and terms posted on the Company's Website and/or the Trading Platform, from time to time. For the purpose of updating, The Client is responsible for checking the Company's Website and/or the Trading Platform regularly.
4. This Agreement supersedes any previous agreements or arrangements between the Company and the Client, including but not limited to any express or implied statements made by the Company to the Client and/or by the Client to the Company.
5. This Agreement and all relations between the Company and the Client are governed by the laws of the Republic of Marshall Islands. All disputes and claims associated with the performance of this Agreement shall be finally resolved by the competent courts of the Republic of Marshall Islands.
6. The Company shall not be in breach of this Agreement and shall not be liable or have responsibility of any kind for any loss or damage incurred by the Client as a result of any total or partial failure, interruption or delay in the performance of this Agreement occasioned by any act of God, fire, war, civil, commotion, labor dispute, act of government, state, governmental or supranational body or authority, or any investment exchange and/or clearing house, inability to communicate with market makers for whatever reason, failure of any computer dealing system, any other breakdown or failure of transmission in communication facilities of whatever nature, between the Company and the Client or any third-party whatsoever, or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control.
7. If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.
8. If the Trading Account is a joint account (on the name of more than one entity), then each of the entities shall be authorized to represent the other entities towards the Company, with no requirement of any prior notice or approval from the other entities. Each of the entities agrees that any notice or instruction given by the Company to any of the entities shall be considered as given to all the entities.
9. All communications between the Company and the Client will be in English, except oral communication which can be in any language, suitable to the Client and the Company. Any notice, request or other communications to be given to the Company by the Client shall be send to the Company by email.

- 10.** In order to communicate with the Client, the Company may use any of the following methods: email, the Company's Trading Platform, telephone, post, commercial courier service, air mail and/or the Company's Website. The Client shall be able to call the Company within its normal working hours. The Company may contact the Client outside its normal working hours.
- 11.** The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the Agreement. This may be done without limitation, in the event of merger or acquisition of the Company with a third party, reorganization of the Company, winding up of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party. It is agreed and understood that in the event of transfer, assignment or novation, the Company shall have the right to disclose and/or transfer all Client's information (including without limitation personal data, correspondence, due diligence and client identification documents, files and records, Client's trading history) transfer the Client's account and the Client's funds as required. The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement.
- 12.** In cases where the Client is introduced to the Company through a third person such as a business introducer or associate or affiliate (the "Introducer"), the Client acknowledges that the Company is not responsible or accountable for the conduct and/or representations of the Introducer and the Company is not bound by any separate agreements entered into between the Client and the Introducer. The Client acknowledges and confirms that his agreement or relationship with the Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Introducer.