



CLIENT AGREEMENT

PVP Markets Ltd.

Legal Registration Number 24994 IBC 2018

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1 INTRODUCTION

1.1 PVP Markets Ltd (hereinafter the “**Company**”) is incorporated under the laws of Saint Vincent and the Grenadines with Registration 24994 having its registered office at First Floor, First St Vincent Bank LTD Building, James Street, Kingstown, Saint Vincent and the Grenadines. The Company is authorised as an International Business Company under the International Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and Grenadines, 2009 (herein the “**Law**”).

2 DEFINITIONS OF TERMS

2.1 The following terms shall have the following meanings:

“**Account**” shall mean the trading account opened by the Client with the Company.

“**Agreement**” between the Client and the Company, shall mean the Business Terms and any additional documents expressed to be part of the Business Terms accepted by the Client.

“**Authorised Person**” shall mean a person authorised by the Client to give instructions for execution on the Client’s Account to the Company.

“**Base Currency**” shall mean the main currency of the Client’s Account.

“**CFD**” shall mean a Financial Contract for Difference on Forex, stocks, equity indexes, precious metals, virtual currency or any other commodities available for trading.

“**Client**” shall mean any natural or legal person to whom the Company provides investment and/or ancillary services.

“**Client Bank Account**” shall mean any segregated bank account maintained by the Company for the only purpose of concentrating and holding the Client’s Money. Clients’ deposits and withdrawals should be only directed to be processed from the Client Bank Account.

“**Client Money**” shall mean money that is paid into Company pursuant to the Law and is held in a fiduciary capacity on behalf of the Client. It is calculated as money deposited by the Client in his Account, plus or minus any unrealised or realised profit or loss, plus or minus any amount that is payable by the Company to the Client and vice versa.

“**Contract**” shall mean a trade, purchase or sale of currencies or Financial Instruments in the market.

“**Counterparties**” shall mean banks and/or brokers through whom the Company may cover its transactions with Clients.

“**Cryptocurrency**” is a medium of exchange currencies that uses cryptography to secure the exchange of digital information and control the creation of new units i.e. digital money. Cryptocurrencies provide a viable method of issuing tracking ownership of unique digital representations of value, such as money. Cryptocurrency is a form of digital currency created and held electronically. Cryptocurrency is decentralised, so no single institution or country controls it, and it is not subject to transaction fees or external regulation.

“**Dormant**” shall mean a trader’s Account which had no Client-initiated activity for the past six (6) months.

“**Equity**” shall mean the value of Financial Instruments in the trading Account plus the unrealized profits or minus the unrealized losses.

“**Financial Instrument**” shall mean any derivative contract dealing in an underlying asset, including Foreign Exchange and Contract for Difference.

“**FX**” or “**Forex**” shall mean Foreign Exchange, sale and purchase of currencies against each other.

“**Affiliate**” shall mean any financial institution or advisor or legal or natural person obtaining remuneration from the Company and/or Clients for referred Clients/interested parties to the Company.

“**Leverage**” shall mean the ratio in respect of Transaction size and initial Margin. 1:100 ratio means that in order to open a position, the initial Margin is one hundred (100) times less than the Transactions size.

“**Margin**” shall mean the necessary guaranteed funds required to open a position. This is calculated as follows:

Forex

Required Margin (in USD) = Contract Size x Leverage, where leverage 1:x is represented as 1/x

Example:

1 lot EURUSD at leverage 1:200, required margin is: 100 000 x 1/200= 500 USD

Non-Forex

Required Margin (in USD) = Contract size x market price x margin, where margin can be different for each instrument and can be found on the instruments pages.

Example:

1 lot XAUUSD, market price is 1230, margin is 0.4%, the required margin=100 x 1230 x 0.4/100= 492 USD

The result is denominated in United States Dollars.

“Margin Call” shall mean the forced closing, at current prices, by the Company of Client’s open positions when Equity falls below the minimum required Margin.

“Power of Attorney” shall mean the power to authorise a third party to act on behalf of the Client in all the business relationships with the Company.

“Spread” shall mean the difference between the bid and the ask price of a Financial Instrument at the same moment.

“Stop Out” shall mean the situation when the Company executes the right to close all Client’s open positions at current market price or the last available price and Client’s equity divided by balance falls below the stop out level specified for Client’s account type.

“Trading Platform” shall mean any information software and hardware complex used by the Company for the purpose of providing services to the Client in accordance with this Agreement.

“Trading Platform” shall mean the Client Online Trading Facility, enabling the Client to communicate with the Company and/or Transmit orders to the Company.

“Transaction” shall mean any type of transaction performed in the Client’s Account including but not limited to purchase and sale transactions involving Financial Instruments, deposits and withdrawals.

3 ACKNOWLEDGMENT

3.1 The Company shall not be contractually committed with any legal or/and natural person wishing to become Client of the Company until such time that the Company has confirmed to such person that it has opened an Account on his behalf and the Client has successfully initially funded such an Account.

The terms of this Client Agreement (the “Agreement”), as amended from time to time and as published on the website of the Company, override any previous, current or

future representation, expressed or implied, made or to be made by the Company and/or any of its representatives, and shall be the only legally enforceable mean that defines the relationship between the Client and the Company.

- 3.2 The Client acknowledges that he has read, fully understood and accepted the contents of this Agreement and solely based on these contents he has willingly entered into a legally binding agreement with the Company. For all the information about the Company and its activities, including any other documentation referenced in this Agreement, the Client should always refer to the legal documentation posted on the website of the Company.
- 3.3 The Client accepts and understands that the official language of the Company is the English language.

4 ELECTRONIC SIGNATURE

- 4.1 The Client hereby expressly acknowledges and agrees that:
- A. by downloading, completing and/or submitting to the Company the account documentation and forms posted on its website (hereinafter referred to as the “Account Application Form”) and/or clicking in the appropriate space, or on the “I Accept” button, or similar buttons or links as may be designated by the Company to show Client’s approval and acceptance of this Agreement; and/or
 - B. by accessing or using, and/or by continuing to access or use, the Company’s website, Client is entering into a legally binding contract by and between both parties, and he fully agrees to abide by and to be bound by all the Terms and Conditions set out in this Agreement, as they may apply.
- 4.2 Client hereby agrees to communications being made, and to the delivery of this Agreement, or changes in these Terms and Conditions, via electronic media (including, without limitation, Electronic Messaging, website postings e-mail, or other electronic means) to the extent permitted by Applicable Laws, Rules and/or Regulations. Communications being made via electronic media in order to enter into contracts, place Orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through Company’s website or platform and/or in relation thereto, shall, to the extent permitted by Applicable Laws, Rules and/or Regulations, be treated as satisfying any legal requirement that a communication

should be 'signed' and 'in writing'. Accordingly, any such documents that are delivered to a Client electronically are deemed to be "in writing".

- 4.3 If Client's signature or acknowledgement is required or requested with respect to any such document and Client "clicks" in the appropriate space, or on the "I Accept" button, "Submit" button, or on similar buttons or links as may be designated by the Company to show Client's approval and acceptance thereof, or take such other action as may be indicated on Company's website, the Client will be deemed to have 'signed' and/or acknowledged the document to the same extent and with the same effect as if he had signed the document manually.
- 4.4 The Client hereby expressly acknowledges his understanding that he has the right to withdraw his consent to the electronic delivery and signature of documents at any time by providing prior written notice to the Company. However, if the Client revokes his consent, he accesses to an/or use of the Company's website or platform may be restricted or terminated, at Company's sole discretion and without any obligation on its end to provide Client with any explanation and/or justification thereof.

5 PROVISION OF SERVICES

- 5.1 The objects of the Company are all subject matters not forbidden by International Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and the Grenadines, 2009, in particular but not exclusively all commercial, financial, lending, borrowing, trading, service activities and the participation in other enterprises as well as to provide brokerage, training and managed account services in currencies, commodities, indexes, CFDs and leveraged financial instruments.
- 5.2 The Company reserves the right, at its discretion, at any time to withdraw the whole or any part of the Services on a temporary or permanent basis and the Client agrees that the Company will have no obligation to inform the Client of the reason.
- 5.3 The Agreement is non-negotiable and overrides any other agreements, arrangements, expressed or implied statements made by the Company unless the Company, in its sole discretion, determines that the context requires otherwise.
- 5.4 Under the provisions of the International Business Companies (Amendment and Consolidation) Act of 2007, the Electronic Evidence Act of 2004 and the Electronic Transactions Act of 2007, a distance contract is legally binding upon the contractors without the requirement of a signature. The Client hereby acknowledges that this

Agreement and all of the terms and conditions thereof are legally binding upon him and breach of any of the terms and conditions of this Agreement shall give rise to possible legal actions, should out-of-court settlement does not prove of a sufficient settlement method of any matter arising out of or in connection with any term or condition of this Agreement.

- 5.5 Client acknowledges that Company's services do not include the provision of Investment Advice.
- 5.6 Furthermore, any investment information or materials displayed on the website of the Company does not constitute investment advice and has no regard to specific investment objectives, financial situations or particular needs of the Client. The Client acknowledges that this information is provided to assist him in his investment decision and the Company does not bear any responsibility for the Transactions carried out by the Client.
- 5.7 The Client is solely responsible for any investment strategy, Transaction or investment he enters into.
- 5.8 The Company is obliged under applicable regulations to obtain information about Client's knowledge and experience in the investment field so that it can assess whether the service or product envisaged is appropriate for him. The Company shall assume that information about Client's knowledge and experience is accurate and shall bear no responsibility if such information is inaccurate or there were changes without informing the Company and as a result it will not be able to follow the regulatory requirements of examining the appropriateness of its products for the Client. If a Client fails to provide sufficient information in this regard (or fail to provide any information), the Company will not be able to assess whether he has the necessary knowledge and experience to understand the risk involved. Consequently, the Company strongly advises Clients to provide it with any requested information which it believes to be necessary for the purpose of enabling assessment of the appropriateness of its products for a Client.

6 AUTHORIZATION AND CLIENTS ACCEPTANCE

- 6.1 The Company's services are available to, and may only be used by individuals, which can form legally binding contracts under the law applicable to their country of residence. Without limiting the foregoing, the Company's services are NOT available to Persons who are under the age of 18, or otherwise under legal age in their country of

residence (hereinafter referred to as "Minors"), or who, otherwise, cannot form legally binding contracts under the law(s) applicable in their country of residence.

- 6.2 For avoidance of doubt, the Company shall not be responsible for any unauthorized access and/or use by Minors of the Company's services in any way or manner and the Company is not responsible for determining whether any Transactions and/or Contracts Client may enter into via Company's trading Platform are suitable, appropriate or advisable to the Client.
- 6.3 In accordance with the foregoing, the Client hereby represents and warrants, without prejudice to any other representations, warranties and/or covenants made under this Agreement:
- A. that a Client is an individual who can form legally binding contracts under the laws applicable in his country of residence;
 - B. that a Client is above the age of 18 or otherwise above the legal age in his country of residence;
 - C. that all of the information provided by a Client to the Company for the purposes of, or in the context of, opening an account and/or accessing and/or using Company's services (in particular, but not limited to, in Client Account Application Form(s)) is correct and current;
 - D. that a Client has all necessary rights, power, and authority to enter into this Agreement and to perform the acts required of him hereunder;
 - E. that a Client is not a politically exposed person and he does not have any relationship (e.g., relative, associate, etc.) with a person who holds or held during the last twelve (12) months any public position.
- 6.4 The Prospective Client acknowledges and understands that the Company is not obliged and/or required under any applicable laws or regulations to accept any Prospective Client as its Client. The Company has the right to decline and/or refuse to accept a Prospective Client as its Client, if it reasonably believes that the Prospective Client might pose a risk to the Company and/or if accepting such a Prospective Client shall be against the Company's Client Acceptance Policy. It should be noted that the Company is under no obligation to provide any reason for not accepting a Prospective Client as its Client.
- 6.5 The Prospective Client must fill in and submit the online Account Application Form found on the Company's website and provide to the Company all the required identification documentation. The Company shall then send a notice of acceptance to the Prospective Client confirming that he has been successfully accepted as a Client of the Company.

- 6.6 The Client acknowledges and understands that the Company has the right to refuse to activate an account and/or shall not accept any money from any Prospective Client until all documentation requested has been provided to the Company, which has been properly and fully completed by the Prospective Client. The Prospective Client shall not yet be considered as a Client of the Company if all internal Company checks, including without limitation to anti-money laundering checks and the appropriateness tests have not been duly satisfied. The Client acknowledges and understands that the Company may request additional due diligence documents for further clarification.
- 6.7 The Company has the right to request for additional documentation and/or information from the Client at any time throughout the term of this Agreement and/or the business relationship with the Client. Should the Client not provide such additional documentation and/or information the Company may at its own discretion terminate its business relationship with the Client.
- 6.8 The Company has the right to close any Account opened by a Prospective Client which has not been approved by the Company and which has been pending for approval for a set period of 3 (three) months.

7 RISK WARNING

- 7.1 CFDs are derivatives financial products are traded on margin (“Leveraged Products”). Trading on margin carries a significant level of risk since leverage can magnify Client’s profits as well as his losses. Thus, Leveraged Products may not be suitable for all Clients as they may lose all their invested capital. Client should not risk more than he is prepared to lose.
- 7.2 It is emphasized that for many members of the public, dealings in Contracts for Differences (CFDs) will not be appropriate. The Client should not engage in any dealings directly or indirectly in CFDs unless he knows and understands the features risks involved in them and that he may lose entirely all of his money and also be imposed extra charges.
- 7.3 If a Client is unsure about trading, he might wish to seek independent advice first. Client should read carefully Company’s full Risk Disclosure Notice for further details on risks associated with trading Leveraged Products.

8 CLIENT'S ACCOUNT

- 8.1 The Client shall open an Account with the Company to be able to trade in CFDs offered by the Company.
- 8.2 The Client does not intend to use his Account for payment of transactions to third parties.
- 8.3 The Client understands that no physical delivery of a CFD's underlying asset that he has traded through his Account shall occur. All CFD contracts can only be settled in cash. The prices of these instruments are derived from the underlying assets or currency pairs related to these CFDs, but in no way Client is acquiring any right for delivery of the underlying asset/currency. Moreover, engaging in trading CFDs with underlying asset a virtual currency pair, and due to high volatile nature of these pairs, a Client might be exposed to higher risks than trading the assets themselves or trading other CFDs with other underlying assets.
- 8.4 In order to open an Account, a Client needs to fill out the Company's online Account Application Form, which can be found on the Company's website. At the end of this form, the following documents must be uploaded (Verification documents may include but are not limited to):

9.4.1 For natural persons

- A. Identification document (Passport or ID card or driving license). For an identification document to be considered valid it needs to clearly indicate photograph, signature, personal details, issue and expiry date, place and date of issue, and serial number; and
- B. Proof of address (utility bill, bank statement, current local authority tax bill, etc.). For a proof of address to be considered valid, it needs to be dated within the last 6 months.
- C. Proof of payment (copy of credit card, etc.)

9.4.2 For legal persons

- A. Certificate of Incorporation/company registration;
- B. Certificate of incumbency;
- C. Certificate of Directors and secretary;
- D. Certificate of Shareholders;
- E. Memorandum and articles of association;
- F. Certificate of Registered Address;
- G. Proof of identity (Passport or ID card or driving license) and proof of address [utility bill, bank statement, current local authority tax bill, etc. (For a proof of address to be considered valid, it needs to be dated within the last 6 months.)] of all shareholders with a stake equal or higher than 10%;

- H. Proof of identity (Passport or ID card or driving license) and proof of address [utility bill, bank statement, current local authority tax bill, etc. (For a proof of address to be considered valid, it needs to be dated within the last 6 months.)] of the directors;
 - I. Proof of identity (Passport or ID card or driving license) and proof of address [utility bill, bank statement, current local authority tax bill, etc. (For a proof of address to be considered valid, it needs to be dated within the last 6 months.)] of the authorized person;
 - J. a resolution of the board of directors of the legal person for the opening of the account and granting authority to those who will operate it;
 - K. And/or in the cases where the registered shareholders act as nominees of the beneficial owners, a copy of the trust deed/agreement concluded between the nominee shareholder and the beneficial owner, by virtue of which the registration of the shares on the nominee shareholder's name on behalf of the beneficial owner has been agreed.
- 8.5 If the Client is unable to upload these documents, the documents can be sent via email following the submission of the online application form. In the event that the Client cannot send the necessary documents by email, the Company will accept them by fax or post, however, email still remains the preferred method.
- 8.6 In certain circumstances the Company can accept a deposit in a total amount not exceeding 10.000 USD/EUR and set as pending while the Account is not approved yet, however the Client's deposit will not be available for trading unless due diligence procedure has been completed. The Client has 21 calendar days to provide the required documents. In the event that the above documentation is not provided in the said period the funds will be refunded back to the source of funding. The Client will not be able to enter into any transaction of trading nature and his trading account will be placed in a read-only mode until his KYC documentation is provided to the Company and his trading account is approved.
- 8.7 The Company permits each Client to open only 1 (one) Client Account, within which Client can open up to 5 (five) trading accounts to accommodate the Client's needs for the below possible scenarios:
- A. segregate different trading strategies;
 - B. use/benefit from different Account types offered by the Company; and
 - C. maintain Accounts in different Base Currencies.
- 8.8 Should a Client wish to have more than five (5) trading Accounts with the Company, it is at the Company's discretion to allow for this, provided a valid and clear reason as to why more Accounts are needed is provided by the Client.
- 8.9 Any funds received in a currency for which the Client does not hold an Account shall be converted by the Company into the Client's Account Base Currency. The conversion will

be made at the exchange rate prevailing on the day and at the time when the relevant funds are at the disposal of the back-office department of the Company.

9 CLIENT CATEGORISATION

- 9.1 The Company recognizes different levels of Client's knowledge, skill and expertise, therefore their level of protection applied by the Company reflects on Clients within each category. Retail Clients are afforded the most regulatory protection; Professional Clients and Eligible Counterparties are considered to be more experienced and knowledgeable, therefore able to assess their own risk and are thus afforded fewer regulatory protections.
- 9.2 Clients are automatically categorized as retail clients, with reference to the applicable legislation, at the time of on boarding, unless otherwise communicated to the Client by the Company. Clients have the right to request treatment as elective professional in which case, if approved or permitted by the Company, these clients will be treated as professional, and not as retail in any regard whatsoever. The terms and conditions of this Agreement are applicable, on the basis of client categorization, only to clients categorized as retail and do not apply to professional clients or eligible counterparties (incl. elective professional).
- 9.3 The Client is bound by the Client Categorisation Policy document available on the website of the Company.

10 THIRD PARTY CAPACITY

- 10.1 In case a Client identifies a legal or natural person ('The third party') who is responsible for acting on the Client's behalf, through a power of attorney, the Company does not accept the third party as a Client, unless specifically agreed otherwise. As a result, no information shall be disclosed to the third party in relation to the Client and/ or the Clients trading activity. However, the third party can give instructions to the company on the Client's behalf.
- 10.2 The Company may offer the Client a free or paid subscription for receiving trading signals and/or copy trading services from various third parties, such as vendors, in which case the Client's contact details shall be automatically forwarded to these third parties unless otherwise instructed by the Client. Vendors shall only be forwarded the Client's

telephone number for receiving trading alerts by phone and/or automatic signals or copy trades on the trading platform shall be enabled, therefore any signals received cannot constitute personal recommendations. Signals issued by the vendors shall be deemed to be market research only; not taking into account the suitability for each individual Client. By accepting to receive the vendors' services, the Client agrees and consents to the terms and conditions of the vendor as can be found on their respective website. It is understood and accepted that the Company shall bear absolutely no responsibility regardless of the circumstances for any such vendors' failings thereof and/or any losses that took place or might take place in the future as a result of using the mentioned services. By continuing to receive the services of these vendors Client continues to agree to their terms and conditions. In case a Client wants to opt-out of these services, the Company must be informed in writing.

11 TERMS OF SERVICES

- 11.1 Under the terms of this Agreement, the Client may enter into transactions with the Execution Venue in the financial instruments, such as CFD on currencies, equities, financial indices, future contracts and any other trading tools. The full list of instruments available for trading can be found on Company's website.
- 11.2 The Company does not provide investment, financial, tax or regulatory advice nor any other form of recommendation. Client shall understand that he shall make his own assessment of transaction prior entering into a trade, and shall not rely on any opinion, material or analysis provided by the Company or any of Affiliates, employees, or other related parties as being advice or recommendation. If a Client is unsure whether he should proceed with the acceptance of this agreement, he may wish to seek independent advice.
- 11.3 Any Company's material containing market analysis is considered a marketing communication only, and should not be construed as advice, recommendation or research.
- 11.4 Orders may be placed as market Orders to buy or sell as soon as possible at the price obtainable in the market, or on selected products as limit and stop Orders to trade when the price reaches a predefined level. Limit Orders to buy and stop orders to sell must be placed below the current market price, and limit Orders to sell and stop Orders to buy must be placed above the current market price. If the bid price for sell Orders or ask price for buy Orders is reached, the Order will be filled as soon as possible at the price obtainable in the market. Limit and stop Orders are executed consistently with

the Company's Execution Policy and are not guaranteed executable at the specified price or amount, unless explicitly stated by the Company for the specific Order.

- 11.5 The Prospective Client hereby acknowledges and agrees that any of the following actions show his approval of the Agreement:
- A. Completing and submitting the online Account Opening Agreement and clicking on the "I Accept" button or similar buttons or links as may be designated by the Company on the Company's Main Website(s); and/or
 - B. Continuing to access or use the Company's Main Website(s).

12 FEES, COSTS AND CHARGES

- 12.1 The Client undertakes to pay the Company the commissions and fees stated on the website of the Company under the Trading Conditions. The commissions and fees might be different for the Client introduced by an Affiliate.
- 12.2 The Company is entitled to debit the Client's Account with any value added tax, or any other tax, contribution or charge which may be payable as a result of any Transaction which concerns the Client. These charges include, but are not limited to, settlement and exchange fees or legal fees.
- 12.3 The Company is not responsible for paying Client's tax obligations in relation to possible income tax or similar taxes imposed on him by his jurisdiction on profits and/or for trading in Financial Instruments.
- 12.4 The Company is also entitled to debit the Client's Account for extraordinary expenses resulting from the Agreement between the Client and the Company. Examples of extraordinary expenses include but are not limited to Transaction confirmations, Account statements in hardcopy in situations where the information provided electronically is not sufficient, courier and postal charges, dispatch of reminders in the case of non-execution by the Client, charges in relation to requests from the authorities.
- 12.5 Although the Company does not apply any direct charges for the withdrawals of the Client's funds, some third party (payment providers) fees might be applicable for the withdrawal amount which the Company is not responsible for.
- 12.6 The Company may change its commissions, spreads and financing fees from time to time without providing prior notice to the Client. In addition, in cases that the Company suspects that its deposit and withdrawal fees policy is abused (in a way in which the funding of the account is not intended for trading purposes or the Client is trading below

the trading norm which is periodically determined by the Company) by Clients, the Company has the right at its discretion, to claim retrospectively any fees not passed to the Client as of the time.

- 12.7 By accepting the terms of this Agreement, the Client has read, understood and accepted the information under the Spreads Schedule available on the Company's Website, in which all related spreads, charges, margin, interest and other rates are provided. The Company reserves the right to amend at discretion all such spreads, charges, margin, swaps and other rates and proper information on such amendments will be available on the Company's Website which the Client must review during the period the Client is dealing with the Company and especially before and after placing any orders to the Company.
- 12.8 Whenever the Company conducts currency conversions, the Execution Venue will do so at such reasonable rate of exchange as the Execution Venue selects. The Company shall be entitled to add a mark-up to the exchange rates. The prevailing mark-up is defined in the Spreads Schedule.
- 12.9 In addition, the Client shall be obliged to pay all applicable VAT and other taxes and all other fees incurred by the Company in connection with any Contract and/ or in connection with maintaining the Client relationship.

13 INSTRUCTIONS AND ORDERS

- 13.1 Unless expressly agreed upon otherwise, all dealing Instructions must be given to the Company electronically via its Online Trading Platform, although the Company may at its sole discretion accept instructions from Clients by telephone through the dealing department at the designated phone number specified on Company's website or via email through the Client's registered email address, unless the Company provides that Instructions can only be given in a particular way. All Instructions given through the Company's Online Trading Platform, by telephone or other electronic means, will be recorded. The Company shall be authorized to follow Instructions provided through its Online Trading Platform notwithstanding Client's failure to confirm them in writing. A dealing Instruction or order given by the Client shall not take effect until it is received and confirmed by the Company.
- 13.2 When Client is placing an Order via Company's Online Trading Platform, or in such other manner specified above:

- A. Client is offering to enter into a Transaction and/or Contract with the Company at the price it quotes when Client completes all obligatory fields and click the relevant button; and
- B. Client and the Company will be bound by a Transaction and/or Contract only when details of the Transaction and/or Contract are reported as executed on Company's Online Trading Platform. If a Client for any reason is not able to see details of the executed Transaction and/or Contract on Company's Online Trading Platform, he should contact the Company immediately to confirm the status of the Transaction and/or Contract.

13.3 When a Client places an Order by telephone:

- A. the oral instruction to Transaction and/or Contract will constitute an offer to enter into a Transaction and/or Contract at the price the Company quotes. Trades placed by telephone will only be accepted at Company's current Price;
- B. Client can place an Order by telephone only by talking directly to an authorized person. The Company shall not accept an Order left with other employees, on an answering machine or on a voice mail facility;
- C. Client and the Company will be bound by a Transaction and/or Contract only when its authorized person confirms that the offer has been accepted.

13.4 A Client may place an electronic Order on Company's Online Trading Platform at any time or via telephone with an authorized dealer during Company's trading hours. However, the Company will execute a Transaction and/or Contract only during times which are both Company's trading hours and the market hours for the relevant market. Market hours are as stated in the market information on Company's website and may change from time to time.

13.5 For the orders placed in writing, the Company will verify the Client's registered email address and may at its sole discretion request the additional identity verification. The Company shall not be liable for any fraud and/or lack of identification that it has not been discovered.

13.6 Prior to any transfer order, the Company may request an original written confirmation duly signed by the Client.

13.7 For orders placed by via email, the Company will verify the Client's identity and then transmit the order. The Company has the right not to transmit the order if the actions of the Client are not clear and do not include all the required data.

- 13.8 The Company may (but shall not in any circumstances be obliged to) accept Instructions to enter into a Transaction and/or Contract. The Company may at its absolute discretion refuse to accept any dealing Instruction given by the Client or on his behalf, in whole or in part, and refuse to act on it, without giving any reason or being liable for any loss occasioned thereby. In addition, a dealing instruction which, for any reason, is not received by the Company in a manner in which it can be processed, including a failure of the Online Trading Platform to accept or process such Instruction, shall be deemed not to have been received by the Company.
- 13.9 The Company reserves the right to refuse to enter into any Transaction and/or Contract. Such situations include but are not limited to, when:
- A. trades are placed outside of the market hours;
 - B. trades are individually or in the aggregate larger than the maximum quantity or smaller than the minimum quantity is set for the market;
 - C. Client's margin is insufficient to fund the proposed Transaction and/or Contract;
 - D. Company's Price or the Transaction and/or Contract derives from a Manifest Error;
 - E. Company believes the Transaction and/or Contract would be in breach of this Agreement or any legal or regulatory requirement applicable.
- 13.10 All notices and communications supplied by the Company in conformity with this Agreement, including Account statements and Transaction confirmations, may, at the Company's discretion, be sent to the Client by e-mail or made available in the Client's Account on the Trading Platform.
- 13.11 All notices/information provided by the Company or received from the Clients should be in English. Translation or information provided in languages other than English on Company's website is for informational purposes only and do not bind it or have any legal effect whatsoever; the Company has no responsibility or liability regarding the correctness of the information therein.
- 13.12 Such notices/communications shall be deemed to have been received by the Client and transmitted in the proper manner once the Company has placed them on the Platform or sent them by e-mail. The Company shall not be liable for any delay, modification, re-routing or any other modification that the message might undergo after being sent by the Company.
- 13.13 The Client confirms that he is aware of the risks associated with using these communication methods, in particular the risks that could result from a fault or a misunderstanding at the time instructions are transmitted. The Client declares that he assumes responsibility for all consequences that could result there from.

- 13.14 The Company shall not incur any liability by refusing to carry out orders given by a person whose identity has not in its opinion been sufficiently verified.
- 13.15 The Company can only cancel Client's Instructions if it has not acted upon those instructions. Once an instruction has been given by the Client or on his behalf, it cannot be rescinded, withdrawn or amended without Company's express prior written consent.

14 SAFEGUARDING OF CLIENT'S MONEY

- 14.1 Unless otherwise agreed with a Client in writing, the Company will deal with any funds that the Company holds on Client's Account in accordance with the relevant provisions of the law. All amounts handed over by the Client to the Company or which the Company holds on behalf of the Client, for the provision of Investment Services, shall be held in the name of the Client and/or in the name of the Company on behalf of the Client in a Client Bank Account. This means that Client's funds will be segregated from Company's own money and cannot be used in the course of our business.
- 14.2 The Company may hold Client's money and the money of other Clients in the same Client Bank Account (omnibus account). In this case the Company is able to identify Client's money through its back office and accounting system.
- 14.3 For the provision of Investment Services, all amounts handed over by the Client to the Execution Venue, shall be held in an omnibus account named as Client Account together with money of other Clients, but not with company money, and/or in the name of the Execution Venue on behalf of the Client in an account with an authorised credit institution or a bank or any electronic payment providers/processors which the Company shall specify from time to time ("the 'Bank Account'") and separately from any accounts used to hold funds belonging to the Execution Venue.
- 14.4 The Company will not be liable for any failure or insolvency of any bank or third party; however, applicable investor compensation or deposit protection schemes may protect a proportion of Client Funds with any bank or third party.
- 14.5 The Company does not hold Clients' funds in unregulated financial institutions. It may, however, pass on Clients' Money to any regulated third party (e.g. a bank, a market maker or liquidity provider, merchant, e-wallet, intermediate broker, OTC counterparty or clearing house) to hold or control in order to affect a Transaction through or with that person or to satisfy Client's obligation to provide collateral (e.g. initial Margin requirement) in respect of a Transaction. The Company carries out annual risk

assessments of all regulated third parties it works with but have no responsibility for any acts or omissions of any regulated third party to whom the Company passes money received from the Client.

- 14.6 As long as the Margin required on the Client's Account for maintaining his open Transactions with the Company, the Client agrees that the Company has the right to transfer ownership of this Margin from the Client to the Company, to be maintained by the latter as security and be returned by the Company to the Client on closing of the Client's Transactions. In this case, the Margin will be considered as a debt due by the Company to the Client and not as Client Money, therefore it could be used by the Company subject to the repayment obligation.
- 14.7 Client Money are kept off balance sheet and cannot be used to pay back the Company's creditors in the unlikely event of the Company's default.
- 14.8 The Client has the right to withdraw the funds which are not used for margin covering, free from any obligations (Free Margin) from his/ her Account without closing the said Account.
- 14.9 Money transfer request (withdrawal from Trading Account) is processed within the same business day after receiving from the Client transfer request instructions. The Execution Venue and the Company reserves the right to decline a withdrawal request if the request is not in accordance with Company's withdrawal policy or delay the processing of the request if not satisfied on full documentation of the Client. ¹
- 14.10 The Client agrees to pay any incurred bank transfer fees when withdrawing funds from the Client's Account to his/ her designated bank account. The Client is fully responsible for payments details, given to the Execution Venue and the Company and the Company accepts no responsibility for the Client's funds, if the details given by the Client are incorrect or incomplete.
- 14.11 The Client agrees that any amounts sent by the Client or on the Client's behalf in the bank account of the Company will be deposited to the Client's Account at the value date of the payment received and net of any charges/ fees charged by the bank account

¹ Provided that you have submitted all relevant documentation requested by PVP Markets Ltd (if any) by that same business day, the funds will be posted to your bank account within 3-5 business days of being processed by us. Withdrawals requested during weekends and/or international public holidays will be processed on the first business day following receipt of the withdrawal request.

providers or any other intermediary involved in such transaction process. The Company must be satisfied that the sender is the Client or an authorised representative of the Client before making any amount available to the Client's Account, otherwise the Company reserves the right to refund the net amount received to the remitter by the same method as received.

14.12 Withdrawals should be made using the same method used by the Client to fund his Account and to the same remitter. The Company reserves the right to decline a withdrawal with specific payment method and suggest another payment method where the Client needs to proceed with a new withdrawal request or request further documentation while processing the withdrawal request. If the Company is not satisfied with any documentation provided by the Client will reverse the withdrawal transaction and deposit the amount back to the Client's Account.

14.13 The Client agrees to waive any of his rights to receive any interest earned in the money held in the Bank Accounts and consents that the Company will benefit for such an interest earned to cover registration/ general expenses/ charges/ fees and interest related to the administration and maintenance of the bank accounts. Such expenses will not be passed over to the Clients what so ever.

15 DORMANT AND ARCHIVING POLICY

15.1 The Company shall consider Client's Account as a Dormant Account, if there is no financial or trading activity in the Account for a fixed period of 6 (six) months.

15.2 Dormant Accounts will be charged a monthly Dormant Fee of 30 USD (Thirty US Dollars) on the remaining balance of the Account until the balance is 0 (zero). The Dormant Fee is charged for the maintenance, administration and compliance management of such Dormant Accounts.

15.3 If the balance of the Dormant Account is less than 30 USD (Thirty US Dollars) the full remaining amount shall be charged, and the Company has the right to terminate the Account, upon a notice of termination to the Client.

15.4 Accounts that remain Dormant for a period of more than six consecutive months will be closed and their balance will be archived. The Company reserves the right to unilaterally amend at its discretion the dormancy Account administrative fee for closed Accounts. To reactivate such Accounts, the Client shall contact Company's Back-Office Department.

15.5 A trading account shall be considered as falling within the meaning of an Archived Account, providing that:

- A. No trading activity for a set period of six (6) months performed by the Client; or
- B. The Client has not made any deposit or withdrawal during set period of six (6) months.

15.6 The trading account can be classified as an Archived Account, regardless of the remaining balance of the trading account.

15.7 A Client can request to restore an Archived Account by contacting Support Department.

16 MAINTENANCE FEE

Maintenance Fee will be charged each month, regardless if there are transactions (deposits, withdrawals or trading activity) on your Trading Account or not.

You agree that you are liable to and will pay the applicable fee as notified to you from time to time and that we may deduct such fee from any funds held by us on your behalf. The exact fee will be calculated according to the currency denomination of your Trading Account and is set out as follows or as changed by the Company from time to time and notified to the Client: Monthly Maintenance Fee 10 USD.

17 REFERRAL OF CLIENTS BY AFFILIATES

17.1 The Client may have been referred to the Company by an Affiliate. The Company shall not be liable for any type of agreement that may exist between the Client and the Affiliate or for any additional costs that might result as an outcome of this agreement. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commissions or any other remuneration paid to the Business Introducer, or other third parties.

17.2 The Client acknowledges and understands that in circumstances of a Client being referred to the Company through an Affiliate higher spreads may be applied as mark-up, as indicated in Company's website. Note that fees/commissions to the Affiliate may be paid by the Company even if mark-ups are not existent. If the Client does not consent to this, the Company shall not apply the mark-up or mark-down to any of the applicable accounts and the Affiliate will be remunerated based on the terms of the standard Affiliate Agreement offered by the Company.

- 17.3 Based on a separate agreement between the Company and the Affiliate, the Company may pay a fee or a retrocession to the Affiliate as defined in Section “Inducements (payments to/ from third parties)” of this Agreement.
- 17.4 The Client acknowledges the fact that the Affiliate is not a representative of the Company nor he is authorised to provide any guarantees or any promises with respect to the Company or its services. Any acts, claims and representations made by an Affiliate do not bound in any way the Company.
- 17.5 The Client acknowledges and confirms that:
- A. the Company does not bear responsibility for whatever agreements are reached between the Client and the Affiliate.
 - B. Client’s agreement with the Affiliate may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Affiliate
 - C. the Affiliate is authorised to have "View Only" access to one or more terminals, including terminal access through internet browser, to electronically monitor the activities of Clients' Accounts referred by the Affiliate to the Company.

18 INDUCEMENTS (PAYMENTS TO/ FROM THIRD PARTIES)

- 18.1 The Company, further to the fees and charges paid/provided to/by the Client or other person on behalf of the Client, as stated within this Agreement, may pay and/or receive fees/commission to/from third-parties, provided that these benefits are designed to enhance the quality of the offered service to the Client and not impair compliance with the Company’s duty to act in the best interests of the Client.
- 18.2 The Company may pay fee/commission to Affiliates, referring agents, or other third parties based on a written agreement. This fee/commission is related to the frequency/volume of Transactions performed by the referred Client through the Company and/or other parameters.
- 18.3 The Company may also receive fees/commission as well as other remuneration from third parties based on a written agreement. The Company receives fees/commission from the counterparties through which it executes Transactions. This fee/commission is related to the frequency/volume of Transactions executed through the counterparty and/or other parameters. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commission or any other remuneration received by the Company from third parties.

19 CONFLICTS OF INTEREST

19.1 The Company, its associates or other persons or companies connected with the Company may have an interest, relationship or arrangement that is material in relation to any transaction or Contract affected or advice provided by the Company, under this Agreement. By accepting the terms of this Agreement and the Company's Conflict of Interest Policy (which distinctly describes the general character and/ or background of any conflict of interest) the Client agrees that the Company may transact such business without prior reference to any potential specific conflict of interest.

20 RECORDING OF TELEPHONE CONVERSATIONS, ELECTRONIC COMMUNICATIONS AND INTERNET

20.1 The Company records all telephone conversations and electronic communications it has with the Client relating to, at least, to those that result or are intended to result in the placing and/or conclusion of a Trade or an Order (i.e., relating to the provision of client order services regarding the reception, transmission and execution of client orders). A copy of such telephone recording or electronic communications will be available to the Client upon the request.

20.2 Without prejudice to section above, all Company's telephone conversations, Electronic Messaging, e-mails, internet conversations (chat), meetings and other communications with the Company will be recorded/maintained. The Client agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority, including without limitation, in disputes which may arise between both parties.

20.3 However, technical reasons may prevent us from recording a conversation, and recordings or transcripts made by us will be destroyed in accordance with our normal practice. Consequently, Client should not rely on such recordings to be available.

20.4 A Client has the right to withdraw his consent in relation to the recording of telephone conversations and electronic communications by informing the Company in writing. However, in case Client revokes his consent, the Company may be unable to provide its

services; thus, his access to Company's Platform may be restricted or terminated.

21 PROHIBITED TRADING

- 21.1 The Company reserves the right, to close, suspend or recoup any closed profit and loss from an Account it deems is engaging in unethical or questionable trading techniques commonly known as "arbitrage trading" or other trading styles including, but not limited to, the act of "flooding" of company's servers with an excessive amount of pending orders, excessive logins, "picking" and "sniping", overleveraging or the use of certain automated trading systems or Expert Advisors, and/or follow an abusive trading strategy i.e. any trading activity which is aiming towards potential riskless profit by opening opposite orders, during periods of volatile market conditions, during news announcements, on opening gaps (trading sessions starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, between same or different trading accounts.
- 21.2 The Company will usually (but is not obligated) attempt to initially express its concern to the Client or the associated parties via email or telephone in the form of a formal warning. If the Client or the associated party does not modify its trading style within a reasonable time period following the warning, the Company reserves the right to liquidate all or some open positions, close, suspend or recoup any closed profit or loss from the Client's Account, and return any remaining proceeds to the Client in accordance with the Company's Account Closing Procedures.

22 CLIENT'S CONSENTS

- 22.1 The Client confirms that is familiar with the way financial markets work and with the Transactions he wishes to undertake. Any decision to buy or sell should be taken by the Client alone and should be based on his own assessment of his financial situation and his investment objectives.
- 22.2 The Client is responsible to familiarize himself with the Trading Platform, its features and the orders that are capable of being carried out. The Client will himself monitor his position on his Account and he is solely responsible for the current specifications in force relevant to his Account, including but not limited to leverage, margin, base currency, etc.

- 22.3 In the case of CFDs with underlying assets virtual currencies, due to leverage and volatility, Client's positions and account status can change rapidly. It is Client's responsibility that at all times he monitors his account, margin level and profit/loss, and act as needed to protect his equity.
- 22.4 It is Client's responsibility to remain up-to-date with any changes the Company makes to this Agreement. The applicable version at any time shall be the latest version available on the Website. In the event of a dispute, the latest version available at the time of the dispute shall prevail.

23 DISCLOSURE OF INFORMATION

- 23.1 The Company shall maintain all information received by the Client confidential. The Client acknowledges that such information shall be disclosed to the Company's employees, affiliates, consultants and advisors who are required to know such information for the purpose of this Agreement and/or to any parties necessary to facilitate the transfer of funds from the Client's credit card and who shall maintain that the confidentiality of such information.
- 23.2 The Client acknowledges and agrees that the Company may disclose such information relating to the Client as may be required by any law, rule or regulatory authority, including any applicable Market Rules, without prior notice to the Client.
- 23.3 The Company shall have the right, without the need to inform the Client beforehand, to disclose any details of the Client's Transactions or any other information, that may be necessary for the purposes of complying with any requirements of any authority entitled to require such a disclosure by law or with any Company obligation, to proceed with the said disclosure to any authority.

24 FORCE MAJEURE EVENTS

- 24.1 Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to:

- A. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity or political crisis;
 - B. Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster;
 - C. Labour disputes not including disputes involving our workforce;
 - D. Suspension of trading on a market, or the fixing of minimum or maximum prices for trading on a market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
 - E. A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
 - F. Breakdown, failure or malfunction of any electronic equipment, network and communication lines (not due to the bad faith or default of the Company), hacker attacks and other illegal actions against Company's server and Trading Platform;
 - G. Any event, act or circumstances not reasonably within Company's control and the effect of that event(s) is such that it is not in a position to take any reasonable action to cure the default.
- 24.2 In the event of force majeure, the affected Party must notify the other Party of the circumstances and of the events beyond its reasonable control within 3 business days.
- 24.3 In the events of force majeure, the Company reserves the right to suspend, freeze or close Client's positions.

25 INDEMNITY

- 25.1 Client shall indemnify the Company on demand against all liabilities, costs, expenses, damages (including reputational) and losses (including, but not limited to any direct, indirect or consequential losses), and all interest, penalties and professional costs and expenses (calculated on a full indemnity basis) incurred by the Company as a result of:

- A. Client's breach or default in the discharge of his obligations pursuant to the Agreement;
- B. the provision by a Client of any false or misleading information to the Company; and/or
- C. the enforcement of the Agreement as a result of any action described in A. or B. above.

25.2 In general, indemnity means a sum of money paid as compensation for losses suffered.

26 LIMIT OF LIABILITY

26.1 The Company shall not be liable for:

- A. any loss, expense, cost or liability of any kind or nature suffered or incurred by the Client unless such loss, expense, cost or liability of any kind or nature is suffered or incurred as a result of the Company's gross negligence and/or fraud on behalf of the Company and/or the intended failure of the Company's obligations under this Agreement; and/or
- B. any acts or omissions of an authorised representative or a person which appears to the Company to be an authorised representative of the Client which provides the Company with false and/or misleading information of the Client's instructions unless such acts or omissions were the result of the Company's gross negligence and/or fraud on behalf of the Company; and/or
- C. any loss of opportunity that results in reduction in the values of the Client's transactions, regardless of the cause of such reduction, except to the extent that the reduction occurred as a direct consequence of the Company's deliberate actions or omissions.
- D. any loss caused by actions of the Company, within the limits of realisation of its rights, stipulated in these Terms;
- E. any loss or expense incurred by the Client in connection with any error and/or failure and/or delay in the operation of the Trading Platform.

27 TERMINATION OF THE AGREEMENT

- 27.1 Either party has the right to terminate cooperation immediately by giving written notice to the other. Termination will not affect any accrued rights. The Company will provide the notice to the Client either by phone or email (or both).
- 27.2 The Company may terminate this Agreement with immediate effect without notice in an event of Default of the Client.
- 27.3 The Company reserves the right to reverse all previous transactions which place the Company's interest and/ or any of its Clients interest at risk before terminating cooperation with the respective Client, in case the Client involves the Company directly or indirectly in any type of fraud.
- 27.4 Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (without limitation): all outstanding Costs and any other amounts payable to the Company; any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm; any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf; any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement; any damages which arose during the arrangement or settlement of pending obligations.
- 27.5 When the Company proceeds with notice of termination of this Agreement, the following will apply:
- A. the Client shall close all his open positions. In case Client refuses to do so, the closure of the positions may be processed by the Company at current Quotes.
 - B. Client's access to the Trading Platform shall be ceased or limited to the functionalities the Client is allowed to use on the Platform;
 - C. the Company will be entitled to refuse to open new positions for the Client;
 - D. in case Client refuses to close his open positions, the Company will be entitled to refuse to the Client to withdraw the remaining money and to keep Client's funds as necessary to close positions which have already been opened and/ or pay any pending obligations of the Client under the Agreement.

27.6 The Company shall terminate the Agreement with immediate effect, notwithstanding any other action, in the event of:

- A. a breach of any part of the Agreement by the Client;
- B. if the Company has reasonable grounds to believe that the Client has not acted in good faith, including, but not limited to where the Company determines that the Client has, willingly or not, abused Company's Order Execution Policy or any other of Company's policies or procedures. This includes, but it is not limited to Client hedging the exposure using multiple trading Accounts, whether under the same Client accounts or in connection with another Client.
- C. death or incapacity of the Client.
- D. a breach of any applicable law, including, but not limited to any applicable anti-money laundering laws and regulations.
- E. all Client's accounts being inactive for a period of six (6) months.

27.7 Termination of the Agreement shall not imply that any responsibilities of any party cease to exist. Upon termination:

- A. any amount due;
- B. any expenses incurred by the Company as a result of the termination of the Agreement;
- C. any damage arisen after an arrangement or settlement should be settled immediately. Unless both parties agree in writing otherwise, any amount due or outstanding will be deducted and/or credited to the Clients' Account.

28 AMENDMENTS TO THE AGREEMENT

28.1 The Company reserves the right to amend, from time to time, any part of the Agreement, especially in, but not limited to, circumstances where it deems that such changes are necessary in order to comply with any obligation under the law. In these circumstances, unless unable to do so, the Company shall notify Clients either in writing or via its Website.

28.2 Where the Company deems that any amendments are material and/or would change the balance in Company's favour, such amendments will take effect on the date specified in prior notice, in order to provide a Client, the right to cancel the Agreement without any penalty.

- 28.3 The Client has the right to cancel the Agreement where he does not agree with any amendments made by Company. In the same way, the Company may terminate the Agreement if the Client does not agree with any amendments the Company may make.
- 28.4 Any error or omission in any information, or document issued by the Company shall be subject to correction provided that the correction does not materially affect the Agreement.

29 GOVERNING LAW

This Agreement shall be interpreted and construed according to laws of Saint Vincent. Any disputes arising out of or in connection with the present Agreement which are not solved by mutual agreement, shall be settled in the Courts of Saint Vincent.

30 GOVERNING LANGUAGE

- 30.1 This Agreement as well as any additional agreement hereto (both present and future) is made in English language. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, original versions of English shall prevail.

THIS IS A LEGALLY BINDING CONTRACT. YOU HAVE TO CAREFULLY READ ALL OF THE FOREGOING COMPLETELY AND COMPLETE THE CUSTOMER APPLICATION TO OPEN AN INDIVIDUAL/ CORPORATE TRADING ACCOUNT.

By 'checking the box' during the Live Account Opening procedure, you consent to these terms and acknowledge that you have carefully read, in its entirety, and understood the PVP Client Agreement, Risk Disclosure Statement, Terms and Conditions, and that you agree to all of the provisions contained therein. Your consent further represents, warrants and certifies that the information provided by you in the Live Account Opening is correct and complete.

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