

## **CLIENT AGREEMENT on investment services provision**

The foreign legal entity, ACB Incorporation Ltd. (registered in the Republic of Marshall Islands, registration number 98083, office address – Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960), on behalf of which the Director, Lynne Connell acts, hereinafter, the “Company” offers Clients wishing to use Investment Services provided by the Company to enter this Client Agreement, presented in the form of an offer, under the following conditions:

### **1. THE FOLLOWING TERMS SHALL HAVE THE MEANINGS DEFINED BELOW:**

- 1.1. Personal Account is an individual Client's space on the Company's website on the Internet, which can be accessed with a unique login and password. This protected area, referred to on the website of the Company “Personal Account”, is intended for the identification of the Client, support of his accounts, keeping a register of transactions and information support.
- 1.2. Transaction (Trading operation) - an agreement between the Client and the Company on the purchase / sale of currencies at an agreed exchange rate calculated for an agreed settlement date.
- 1.3. Quotation flow is a sequence of quotations (prices) from financial markets, separately for each trading instrument at the current moment. The quotation consists of the purchase rate and the selling rate.
- 1.4. Trading platform is provided by the Company as part of the Investment Service software (Trading Terminal), designed to remotely manage the Client's account, enter into transactions and obtain information on the current state of international financial markets
- 1.5. Margin trading - trading of currencies without actual delivery using collateral to cover potential losses. At the same time, the amount of the concluded deals can significantly exceed the amount of the deposit.
- 1.6. An instrument is a currency pair or other financial asset available for trading.
- 1.7. Margin Requirements - the amount that must be on the Trading Account to open a Position
- 1.8. The current margin level is the ratio of the balance on the collateral account to the total open position of the Client at the current moment, expressed as a percentage.
- 1.9. Leverage - the ratio between the volume of the Trade and the amount of the Initial Margin.
- 1.10. Open position - the amount and (or) amount of the purchased (or sold) Instrument not covered by the opposite sale (purchase) of the same Instrument in the same amount and (or) volume; the result of the execution of the first part of the Complete Transaction (Trade or Investment Operation on Opening a Position). Having opened the Position, the Client is liable to: a) perform the opposite Trading (Investment) Operation on the Closing of the Position of the same volume; b) maintain the Margin Level not less than the amount set by the Company.
- 1.11. The total open position is the sum of all open positions of the Client, expressed in the deposit currency.
- 1.12. Closed position is the result of the execution of the second part of the Complete Transaction (Trade or Investment Operation on Closing a Position).
- 1.13. The open currency position limit is the maximum allowable total open position of the Client.
- 1.14. The balance of the collateral account is expressed in the deposit currency, the current balance of funds on the Client's account, which would have been obtained after closing all positions and converting all balances into US dollars at current rates.
- 1.15. Available funds - part of the balance on the collateral account, not exploited to maintain the open positions of the Client.
- 1.16. Stop Limit, Stop Loss, Take Profit Orders - the Client's orders to make deals, subject to the achievement of a certain level of the course. Stop Loss order allows you to close the deal,

limiting possible losses. Take Profit order allows you to close a deal with a pre-planned level of profit. Stop and Limit orders allow you to open a new position, subject to reaching a certain level of the course.

- 1.17. Stop Out - an order to forcibly close the positions of all or part of the open positions of the Client at the nearest market quotation generated by the server.
- 1.18. Round Trip - a set of two opposite Trading (Investment) Transactions with the same volume (Open Positions and Closed Positions): purchases with subsequent sale or sales with subsequent purchases in relation to the Position (Investments) with the same ID.
- 1.19. ID - a unique identification number, which the Company is entitled to assign in the Trading (Investment) Terminal each opening position (Investment) or to a pending Client Order.
- 1.20. Order (Pending Order) - the conditional order of the Client to make a Trading (Investment) Operation under the conditions determined by the Client in the Trading Terminal with the implication that such an order will be executed in accordance with the order execution procedure.
- 1.21. Working day - day of operation of commercial banks in the country of origin of payment.

## 2. TERMS AND CONDITIONS OF THE CLIENT AGREEMENT.

- 2.1. Acceptance of this Client Agreement is realized by clicking the appropriate “Accept” button in the interface of the Client's Personal Account, which confirms the full unconditional acceptance by the Client of all the conditions of this Client Agreement. The offer is considered accepted from the moment when the Client accepts the terms of this offer in the Client’s Personal Account.
- 2.2. This Client Agreement, concluded by the acceptance of this offer, does not require bilateral signing and is valid in electronic form.
- 2.3. From the moment of the conclusion of this Client Agreement, the acceptor becomes a Party to this Agreement, hereinafter referred to as the Client, and acquires rights and obligations in accordance with the terms of this Agreement.
- 2.4. This Client Agreement contains standard terms to which the Client joins and accepts them in full. By accepting the terms of this Client Agreement, the Client confirms that he has read the following regulatory documents, which are an integral part of this Client Agreement:
  - Personal data processing policy;
  - The AML (Anti Money Laundering) policy;
  - Refund policy;
  - as well as other documents posted on the Company's website.
- 2.5. Regulatory documents should be carefully read by the Client, as they determine all the conditions under which the Client performs trade and non-trade operations.
- 2.6. In connection with the provision by the Client of his personal data, the Client agrees to the processing of his personal data in accordance with the provisions of the Personal Data Processing Policy, which can be found in the public domain on the Company's official website [acbservice.com](http://acbservice.com).
- 2.7. By accepting the terms of this Client Agreement, the Client confirms that he has familiarized himself with the conditions of operation of payment systems, including the condition of depositing funds into his account exclusively as non-cash payment.

## 3. SUBJECT MATTER OF THE AGREEMENT

- 3.1. The subject matter of this Agreement is the provision of the Investment Service to the Client (hereinafter referred to as the “Service”), which includes the following:
  - providing the Client with the opportunity to create and use an individual Personal Account;

- opening a personal multicurrency subaccount to reflect transactions in foreign currencies, hereinafter referred to as the “Client Account”;
  - providing the Client with individual access to the trading platform to enable the Client to independently implement trading operations with financial instruments;
  - providing the Client with the opportunity to conduct trading operations through the trading platform.
  - providing the Client with technical support, providing access to analytical information services, providing the possibility of choosing a payment system from the list available in the Personal Account. The list is available by reference: [client.acbservice.com](http://client.acbservice.com).
- 3.2. The general conditions and procedures for concluding transactions on a marginal basis with currencies and currency pairs on the international currency market, as well as other financial instruments through the trading platform provided as part of the Investment Service, are fixed in Appendix No. 1 to the Client Agreement, which is an integral part of this Agreement.
- 3.3. All decisions on the operations are made by the Client independently, and the Company has the right not to advise the Client on his transactions.
- 3.4. In relation to the Client’s trading operations, the Company does not provide trust management and does not make independent decisions on the sale of the Clients’ property, does not provide recommendations on trading financial instruments, does not manage client accounts, and does not provide guarantees to Clients no risks when working with financial instruments.

#### 4. RIGHTS AND OBLIGATIONS OF THE PARTIES

##### 4.1. Rights and obligations of the Company:

- 4.1.1. In order to provide the Investment Service provided for in this Client Agreement, the Company provides the Client with individual access to the trading platform, allowing the Client to receive information about the current market condition, as well as exchange information necessary for concluding transactions.
- 4.1.2. The Company shall provide the Client with information and quotes of the international currency market, as well as to conclude transactions with the Client upon his request in accordance with this Agreement and the terms of trade.
- 4.1.3. The Company independently debits from the Client’s account the amounts due for the provision of the service in accordance with the terms of the Client Agreement.
- 4.1.4. The Company shall provide security of the Client’s funds and their timely return.
- 4.1.5. The transfer of funds is made in a non-cash order within 7 banking days after receiving the correct order and payment instructions from the Client through the available functionality of the Personal Account.
- 4.1.6. The Company guarantees confidentiality with regard to information on the methods and means of providing services by the Company, including technical information, including information on the operations of the Client, as well as any information relating to the methods and means of providing the Services under this Client Agreement. The company undertakes not to provide information to third parties, with the exception of official written requests from the authorities and the judicial system.

##### 4.2. Rights and obligations of the Client:

- 4.2.1. The Client undertakes to accept the service in the manner provided under this Client Agreement.
- 4.2.2. The client undertakes not to transfer the data of his personal account and trading account to

third parties.

- 4.2.3. In the event that the Client loses control over the trading platform, passwords or electronic signature, the Client is obliged to notify the company of this by sending an application by e-mail support@acbservice.com. The Company undertakes to immediately block access to the Client's account in the event that the Client receives a message about losing control over the trading platform, passwords or electronic signature.
- 4.2.4. The client undertakes to timely and regularly, with open positions, at least once a day, view the account statement using the Company's software. Upon receipt of information on transactions by the Client independently, through the Company's software, the Client is considered notified of the status of his account.
- 4.2.5. In the case of the use by the Client of additional technical means, services whose work involves opening positions on behalf of and at the expense of Client, such opening of positions equals the independent opening of positions by the Client, the responsibility for which the Client bears independently.
- 4.2.6. All payments charged by payment systems for money transfers are made at the expense of the Client.
- 4.2.7. The client has the right to reduce the balance in the collateral account by the amount of available funds or withdraw his funds completely in the absence of open positions.
- 4.2.8. The Client shall have the right to refuse the services of the Company by terminating the Client Agreement in accordance with clause 8.2. this Customer Agreement.
- 4.2.9. After sending a notice of termination of this Client Agreement, the Client undertakes to close all open positions within 14 days. After closing the positions by the Client, the Company undertakes to set forth in clause 4.1.5. term to transfer funds of the Client according to the specified details and to close the account of the Client.
- 4.2.10. The Client hereby declares and guarantees that all information provided by the Client in the process of registering an Account in accordance with the procedures established in the Company (as provided by the Company) is complete, correct, truthful, current and accurate. The Company is authorized to rely on this information until it receives notification from the Client about any changes in accordance with the established procedures for the interaction of the Company.
- 4.2.11. The Client undertakes to notify the Company within 3 calendar days about changes in their details, including e-mail addresses on the Internet, by sending an e-mail notification at support@acbservice.com.
- 4.2.12. The client also declares that he is a competent person of the legal age in any jurisdiction.
- 4.2.13. The Client guarantees confidentiality with regard to the documentation, information provided about the ways and means of providing services by the Company, including technical information, including "Internet", as well as any information relating to the ways and means of providing the Services that have become known to the Client.

## 5. LIABILITY OF THE PARTIES

- 5.1. For non-performance or improper performance of obligations under this Agreement, the Parties shall be liable in accordance with the laws of the Republic of Marshall Islands.
- 5.2. None of the Parties shall be liable to the other Party for non-fulfillment of obligations under this Client Agreement due to force majeure, and the Client accepts the conditions described in Term 6 of this Client Agreement.
- 5.3. The Company shall not be liable for direct or indirect damage caused to the Client by actions of third parties arising as a result of the Client's violation of the terms of this Agreement.
- 5.4. The Client confirms that the rights for trading positions arise directly from the Client, and

therefore the responsibility for them lies exclusively with the Client.

- 5.5. The Client confirms that he is aware of the main risks associated with the implementation of operations in financial markets, namely with the possibility of losses in the implementation of financial operations in connection with the possible adverse influence of various factors, in connection with which the Client guarantees the absence of non-property, property, financial claims against the Company, thereby confirming that the Company is not liable for obligations arising between the Client and third parties during the implementation of financial operations.

## 6. FORCE MAJEURE

- 6.1. The company, having sufficient grounds for this, is entitled to ascertain the occurrence of force majeure circumstances. The company will take appropriate steps to inform the Client about the occurrence of force majeure. Force majeure circumstances include (not limited to):
- 6.1.1. Any action or event (including, but not limited to, any strike, riots or civil unrest, terrorist acts, wars, natural disasters, accidents, fires, floods, storms, power outages, communication, software or electronic equipment, hacker attacks, thefts, wars (declared or unannounced)), which, according to the informed opinion of the Company, led to the destabilization of the market or markets of one or several instruments;
  - 6.1.2. Suspension of work, liquidation or closure of a market, or the absence of any event on which the Company bases quotes, or the imposition of restrictions on either special or non-standard terms of trade in any market, or in relation to any such event.
  - 6.1.3. If the Company has established the occurrence of force majeure, the Company has the right (without prejudice to the other rights of the Company's Clients) without prior written notice to the Client, at any time to take any of the following steps:
    - 6.1.4. Increase margin requirements;
    - 6.1.5. Close any or all open positions of the Client at the best available price;
    - 6.1.6. Suspend or change the application of one or all provisions of the relevant regulatory document, as long as the presence of force majeure makes it impossible for the Company to comply with these provisions;
- 6.2. The company is not responsible for the failure (improper performance) of obligations, if the execution was hampered by force majeure.

## 7. RISK DISCLOSURE

- 7.1. Marginal trading in foreign currencies contains a high degree of risk (currency risk).
- 7.2. The use of leverage leads to the fact that small market fluctuations have a significant impact on the customer's account balance.
- 7.3. When the market moves against the Client's position, the Client may deposit additional funds in a short time, otherwise the Client's position may be liquidated with losses. The client can completely lose the initial investment and any additional amounts contributed to maintain the position.
- 7.4. As a result of a third party making transactions on behalf of a client (as a result of random or deliberate unauthorized access to the Clients' transactions and performing operations not consistent with Client's intentions), for reasons related to insufficient experience A client with software and hardware and (or) performing random actions by him, as well as a result of the impact of external events, the Client may bear the risks and moral responsibility for which lies with the Client.
- 7.5. Quotes in financial markets are set on the basis of supply and demand, therefore, under certain market conditions, the Client may not be able to make a deal at an acceptable rate.

- 7.6. In situations of increased market volatility from the time the Client makes a decision until the moment the transaction is made, the Client can get a significant loss or significant profit.
- 7.7. Using Stop orders does not guarantee limiting losses to a predetermined level, since market conditions may make it impossible to execute such orders at a specified rate.
- 7.8. The client understands and accepts all the risks inherent in margin trading currencies, some of which are disclosed in this “Risk Disclosure”.

## 8. FINAL PROVISIONS:

- 8.1. This Client Agreement is concluded for an indefinite period, comes into force from the moment of its acceptance by the Client and is valid until the moment of its termination by one of the parties.
- 8.2. The Customer Agreement may be terminated at the initiative of any of the parties, by sending to the other party’s e-mail address a written Application 14 calendar days before the intended termination date of the Customer Agreement. Termination of the Agreement can only be accomplished if there are no open positions in the Client’s Account. If there are open positions, the cancellation period can be extended until the open positions are closed.
- 8.3. If the initiative to terminate the Agreement comes from the Client, then the Client undertakes to send the official written application to the following e-mail address: support@acbservice.com.
- 8.4. The Parties acknowledge the legal force and compulsory execution of requests, statements, contracts, agreements, additional agreements concluded and/or sent through the Personal Account of the Client through the Company's website. These documents and agreements are recognized valid electronic documents.
- 8.5. The Client unconditionally acknowledges that this Agreement is governed exclusively by the Republic of Marshall Islands law and acts containing international law, and also recognizes the right to the exclusive jurisdiction of the court, which determines any procedural actions in relation to this Client Agreement. The client waives any protest against the trial in any such court. The Client agrees to never complain that such a place of court proceedings is inconvenient or that it is not legally binding against the Client.
- 8.6. The client finally and to the maximum extent permitted by the legislation of Republic of the Marshall Islands, refuses both in relation to himself and in relation to his income and assets (regardless of their use or intended use) from immunity (on the basis of sovereignty or any other similar basis ) from (1) bringing to court, (2) jurisdiction of the court, (3) court order, order to discharge an obligation in kind or returning property, (4) seizing an asset (before or after a court decision) and (5) exp. Enforcement or enforcement of any court decision rendered in respect of the Client, or his income, or his assets in court of any jurisdiction.
- 8.7. The client finally and to the maximum extent permitted by legislation of the Republic of the Marshall Islands, agrees that he will not require such immunity in any claims. The Client agrees to the satisfaction of the requirements and regulations of the court, including, but not limited to, in relation to any assets of the Client.
- 8.8. All the disputes and controversies which may arise with the execution of this Agreement or in connection with same are to be resolved by the Parties through negotiations, including using the mediation procedure. The client sends appeals to the Company by e-mail to the e-mail address: support@acbservice.com. Standard time period for consideration of all the applications received by the Company is 14 consecutive days

## Annex № 1 to the Client Agreement

### On provision of investment services

#### **General conditions and procedure for making transactions on a marginal basis with currencies and currency pairs on the international currency market, as well as other financial instruments through a trading platform.**

1. This Annex contains the general conditions and procedure for concluding transactions between the Company and the Client on a marginal basis with currencies and currency pairs in the international foreign exchange market, as well as other financial instruments.
2. All operations carried out by the Client through the provided trading platform do not include the actual supply of currencies being traded. Gains or losses on trading operations are charged / debited from the balance of the Client's trading account immediately after the position is closed.
3. The client has the right, in accordance with the terms of trade, to make transactions for an amount not exceeding the limit of the open currency position established for him by the Company.
4. In order to ensure the solvency of the Client, in the event of a significant loss, the Company has the right to unilaterally close all or part of the Client's positions at current rates if the current Margin Level on the Client's account reaches Stop Out determined by the Company. If the client has several open positions, the closing occurs in the following order:
  5. When the value of the current balance on the Client's account reaches the Stop Out level, the most unprofitable position is closed.
  6. When the current balance on the Client's account reaches the Stop Out level, after the first loss position is closed, the second most loss-making position is closed, etc.
7. In order to secure operations in accordance with this Agreement, the Client places a deposit in his account with the Company, which is used as collateral to cover potential losses. Electronic access to account management is opened after registering an account by sending a unique login and password to the Client's e-mail to access the trading platform.
8. The operations of debiting and crediting funds to / from the Client's account are carried out in accordance with Anti Money Laundry (AML) policy.
9. The client is solely responsible for the accuracy of payments made by him. In case of change of bank details of the Company, the new details are published on the Company's website. From the moment the new bank details of the Company are published on the Company's website, the Client is solely responsible for payments made with outdated bank details.
10. The minimum size of the balance on the Client's account, allowing to open the minimum possible position (0.01 lot) is 15 (fifteen) US dollars. If the amount of the balance on the security account becomes less than 15 US dollars, the Client is obliged to replenish his account or close it within 30 days.
11. If the Client is obliged to pay the Company an amount in excess of the amount of the Equity of his account, such amount must be paid by him within 5 (five) business days from the moment the Client incurs this obligation.
12. In accordance with the applicable rules and regulations, the Company is obliged to take all possible measures to obtain the best possible result ("best execution") on behalf of its Clients or when fulfilling the Client's order or receiving and transmitting orders for execution.
13. The company reserves the right to decide which types of financial instruments may be available and publish the prices at which they can be bought or sold. The company, through trading platforms, provides the Client with a quotation flow along with a breakdown of liquidity by price levels ("market depth") received from its third parties, liquidity providers.
14. Types of orders:

- Buy Market / Sell Market: this is a buy / sell order at the current market price, which is available;
- Buy Limit: This is a buy order at a "Ask" price equal to or less than that specified in the order. At the same time, the current price level is greater than the value set in the order. Usually, orders of this type are placed with the expectation that the price of an instrument, dropping to a certain level, will begin to grow;
- Buy Stop: This is a trade order to buy at a "Ask" price equal to or greater than that specified in the order. At the same time, the current price level is less than the value set in the order. Usually, orders of this type are placed with the expectation that the price of the instrument will overcome a certain level and continue to grow;
- Sell Limit: This is a trade order for a sale at a Bid price equal or greater than that specified in the order. At the same time, the current price level is less than the value set in the order. Usually, orders of this type are placed with the expectation that the price of an instrument, having risen to a certain level, will begin to decline;
- Sell Stop: This is a trade order for a sale at the Bid price equal or less than that indicated in the order. At the same time, the current price level is greater than the value of the established order. Usually, orders of this type are placed with the expectation that the price of the instrument will reach a certain level and will continue to decline;
- Stop Loss: this is an order that can be attached to an opened position to close a position at a specified price. Stop Loss can be used to minimize losses;
- Take Profit: this is an order that can be attached to an opened position to close a position at a specified price. Take Profit can be used to protect profits.

#### 15. Order Execution Procedure:

- 15.1. The company receives a price stream from the world's leading liquidity providers. Having multiple liquidity providers is especially important during the period increased market volatility. Even in case some of liquidity providers expand the spread or stop price quoting, the Company is still able to provide Clients with access to liquidity with competitive prices.
- 15.2. Partial execution: this is the practice of order execution when there is not enough liquidity in the market to execute the order in full at a specific price. Partial execution can be performed at different prices.

#### 16. Types of order execution:

- 16.1. Market orders: these are orders to buy or sell at the current market price, which is available. The system automatically aggregates volumes received from third parties, liquidity providers, and executes a market order at the volume weighted average price (VWAP – Volume Weighted Average Price), which is the average and best available price at the time of execution.

#### 16.2. Pending Orders:

- Stop order: this is a buy or sell order when the market reaches the specified price. As soon as the market reaches a certain price, the “Stop Order” is triggered and executed as a market order. If the “Stop Order” did not work, it means that the order will remain in the system under the conditions described in the “GTC” section. "Stop orders" can be placed as close as possible to the current market price, without restriction.
- Stop loss: this is an order used to minimize losses. As soon as the market reaches the specified price, the order is triggered and treated as a market order. If Stop Loss did not work, it means that the order will remain in the system under the conditions described in section "GTC". Stop loss can be placed as close as possible to the current market price, without any restrictions.
- JTC (Good Till Cancel): this is a pending order, which is valid until the Client cancels it.
- GTD (Good Till Day): this is a pending order that is valid until the set date (the expiration date of the order).
- Limit order: this is an order to buy or sell when the market reaches a certain price. As soon as the market reaches a certain price, the order is launched and executed at the specified price or better.



If the “Limit Order” is not performed, it will remain in the system until a later date under the conditions described in “Good Till Cancel”. Limit orders can be placed as close as possible to the current market price, without restrictions.

- **Take Profit:** this is an order used to protect profits. As soon as the market reaches the “Take Profit” price, the order is triggered and is considered as a limit order. If “Take Profit” is not performed, it will remain in the system until a later date. Take Profit can be placed as close as possible to the current market price, without any restrictions.
- **Modification / cancellation of orders:** The client can change / cancel a pending order.

17. Execution:

17.1. The Company takes all reasonable measures to obtain the best result for its Clients, taking into account the factors in fulfilling Clients' orders in relation to the quoted prices of the Company. Prices, expenses and currency conversions are of paramount importance when making deals for our Clients.

17.2. Prices:

17.3. **Bid Ask Spread:** For any financial instrument of the Company, two prices are quoted: a higher price (Ask) at which the Client can buy (enter a long position) a financial instrument, and a lower price (Bid) at which The Client may sell (open a short position) the financial Instrument, referred to as Company prices. The difference between the higher and lower prices of a financial instrument is called spread.

17.4. **Pending Orders:** Orders such as Buy Limit, Buy Stop and Stop Loss / Take Profit for an open short position are executed at the Ask price. Orders such as Sell Limit, Sell Stop and Stop Loss / Take Profit for an open long position are executed at the Bid price.

17.5. The Company's price for the financial instrument is calculated with reference to the prices of the relevant financial instrument that the Company receives from third parties, liquidity providers. The company updates its prices to the extent possible within limitations of technologies and communication lines. The Company will not quote prices outside of the Company's operating time (see “Execution Methods” below), therefore, no orders can be placed by the Client during this time.

17.6. In the trading platform, all trading operations are sent directly to liquidity providers through the electronic execution system. This system automatically requests a quote from a selection of liquidity providers. Combined with the price, the Company quotes the available liquidity (or “market depth”) received from liquidity providers. The Company's software will automatically combine all available liquidity at the best prices and form the volume weighted average price (VWAP).

17.7. **Costs:** to open a position on any of financial instrument, the Client is obliged to pay a commission or other fees, if applicable; these amounts are presented in the contract specifications and are available on the Company's website.

18. The broker charges a fee for each lot placed in the market (1 lot - 100,000 units of the base currency). Commission is charged twice: when opening and closing positions. Detailed information is available on the Company's website at: [acbservice.com](http://acbservice.com).

19. **Financial costs:** the value of open positions in some types of financial instruments increases or decreases by the amount of the daily “swap” fee throughout the term of the Agreement. Swaps are charged based on prevailing market interest rates, which are subject to change. Detailed information on daily fees is available on the Company's website in the specification section of financial instruments.

20. For all types of financial instruments offered by the Company, commissions and swaps are not included in the indicated Commission of the Company and are charged from the Client’s account additionally.

21. Currency conversion: a company can convert currencies from the base currency of the Customer's account into the currency of the corresponding financial instrument. Such conversion does not imply the actual conversion of the currency of the Client's account; it only allows to monitor accounts in the base currency.
22. Execution speed: as explained in the "Execution methods" section of this Agreement, the Company acts as the main entity, and not as an agent on behalf of the Client, therefore the Company is the only subject of the Client's instructions on financial instruments provided by the Company. The company pays great attention to the effectiveness of the execution of clients' orders and seeks to offer a high execution rate, limited only by the technological framework.
23. Using a wireless connection, or a remote access connection, or any other form of unstable connection on the part of the Client, may result in a deterioration or interruption of the connection, or lack of a signal, causing delays in data transmission between the Client and the Company via an electronic trading platform.
24. Probability of performance: as described in the "Methods of execution" section of this Agreement, the Company acts as the main entity, and not as an agent on behalf of the Client, therefore the Company is the only entity performing Client's orders on financial instruments provided by the Company. However, the Company relies on third-party liquidity providers involved in pricing and access to volumes and transfers orders to these counterparties, therefore, the execution of Client's orders will depend on the prices and available liquidity of the suppliers. Although the Company executes all orders placed by Clients, it reserves the right to reject any type of order.
25. Orders: Buy Limit, Sell Limit, Sell Stop, Buy Stop, Stop Loss, and Take Profit market orders for a financial instrument are executed in the order as described in the Order Execution Procedure section.
26. It should be noted that the price at which the transaction is made may differ significantly from the originally stated price in unstable market conditions. This can happen, for example, in the following cases:
  - During the opening of the market;
  - During the publication of news;
  - During increased market volatility;
  - When prices change significantly during one trading session to such an extent that, according to the rules of the relevant exchange, trading is suspended or restricted;
  - In the event of a lack of liquidity to execute an order to open a transaction of a specific volume at the stated price.
  - The company strives to provide the best price for its customers and makes every effort and the necessary mechanisms for this.
27. Order size: the minimum order size is 1,000 units of the base currency, and there is no maximum order size that the Customer can place. The Company reserves the right to refuse to place an order, in the manner described in the Client Agreement concluded with the Client.
28. The company does its best to fulfill the Client's order, regardless of the sales volume. The Client's order will be executed at the best available price if there is enough liquidity during the execution.
29. The company has the right to reject the request or the order of the Client if any condition of the relevant Regulatory Document was not met at the time of the processing of such order by the Company. However, the Company, in its sole discretion, despite the non-compliance with the provisions of the relevant regulatory document, may accept and execute such an order from the Client.
30. If the Company fulfilled the request or order of the Client, and then discovered that some provision of the relevant Regulatory Document was violated, then the Company shall act in accordance with the relevant Regulatory Document.
31. Methods of execution:
  - 31.1. Having received the order from the Client, the Company transfers the order for execution. In relation to the Client's orders the Company acts as the principal for execution, and not as an

agent on behalf of the Client. Despite the fact that the Company can transfer the Client's orders for execution to third parties, liquidity providers, according to the contract, the Company is the sole counterparty for the execution of Client's orders, and any execution of orders is carried out by the Company.

- 31.2. The client acknowledges that transactions concluded on financial instruments provided by the Company are not carried out on a generally recognized currency exchange. Transactions are opened through a trading platform, which is no guarantee that there will be no financial risks than with the performance of regulated exchange transactions. Thus, the Company may not execute the order, or it may change the opening or closing price in some cases, including but not limited to cases of technical failure of the trading platform. The terms and conditions of trading are established exclusively by the counterparty, which in this case is the Company.
32. The client has tested the trading platform for functioning and considers it suitable for taking actions for the execution of the Client Agreement.
33. The Client understands and accepts the terms of trade, which are an integral part of the Client Agreement.