

CUSTOMER AGREEMENT

This Customer Agreement (hereinafter – the Agreement) is concluded between Esplanade Market Solutions Ltd. (hereinafter – the Broker), having its registered office at: Govant Building, 1st Floor, PO BOX 1276, Port Vila, Vanuatu, Republic of Vanuatu, Registration Number 14708, according to ACT [CAP. 70], and an individual or a legal entity, excluding stateless persons and persons under 18 years old (hereinafter – the Customer). The Parties agree that the place of the Agreement is understood to be the Broker’s domicile.

1. General Provisions

1.1 This Agreement shall define the terms and conditions, on which the Broker shall provide to the Customer services on carrying out transactions on financial markets. The Agreement shall stipulate mutual obligations of the Parties that arise in the course of the said transactions in pursuance accordance with the Trading Rules.

1.2. The Broker shall provide the following services to the Customer:

- Brokerage account opening
- “Personal Account” service
- transactions opportunity envisaged by Personal Account, the trading terminal and regulatory documents

1.3 The following regulatory documents shall constitute an integral part of this Agreement:

- Trading Rules;
- Rules of Non-Trading Transactions;
- Notice of Risk;
- Privacy Policy;
- Know Your Customer Policy;
- all documents published on the Broker’s Web site.

The Customer shall read the regulatory documents carefully as they specify the conditions under which the Customer conducts trading and non-trading transactions. By accepting this Agreement, the Customer also accepts the terms of all regulatory documents listed above.

1.4 The terms and conditions of this Agreement shall be deemed as unconditionally accepted upon the first replenishment of the account by the Customer in pursuance hereof. The Customer hereby confirms that it shall transfer funds to the brokerage account opened with the Broker’s company solely for the purpose of carrying out trading transactions on the financial market.

1.5 Once the Broker receives the Customer’s payment, each transaction carried out by the Customer in the Personal Account or on the trading platform shall be subject to a corresponding agreement and appendixes constituting integral parts thereof.

1.6 The Customer acknowledges the Broker's right to unilaterally change (shorten, supplement, modify) the list of the services provided, as specified in Clause 1.2 hereof, and this Agreement including all appendixes hereto.

1.7 Each financial instrument traded by the Customer within the framework of this Agreement and in pursuance hereof shall be deemed as clearing. Performance of a contract with the use of a certain financial instrument does not imply physical delivery of currency or an asset underlying the contract (the underlying asset). Trading transactions do not imply physical delivery of assets.

Expenses on trading transactions shall be debited from the balance of the Customer's brokerage account once a month, at the end of each month in case of positive trading results. The revenue received from trading transactions shall be credited to the Customer's brokerage account immediately upon transaction closing.

2. The Customer's Brokerage Account

2.1 The account currency shall be US dollars; all transactions related to the account replenishment and withdrawal shall be carried out in US dollars.

2.2 To open an account, the Customer shall fill in a registration form on the Broker's Web site. The Customer accepts the terms and conditions of this Agreement and appendixes hereto.

2.3 The Customer may close transactions only after the Customer accepts the terms and conditions hereof, whereupon an individual login and password shall be assigned to the Customer for the Customer's authorization and for closing transactions hereunder.

2.4 The Customer hereby agrees that monetary funds transferred by the Customer to the Company in pursuance hereof shall be used by the Broker for the proper fulfillment of the Customer's obligations hereunder. The Customer hereby authorizes the Broker to allocate monetary funds transferred by the Customer to the Broker as advances for the discharge of the Customer's obligations to the Broker hereunder, without any additional instructions of the Customer.

2.5 Funds credited by the Customer to the account opened with the Broker are legally acquired.

3. Communications

3.1 The Customer shall give instructions and orders solely via the customer terminal. For certain types of accounts, it may be allowed to give instructions and orders by telephone via the Customer Support Centre.

3.2 The Customer represents that all information stated in the registration form is reliable, accurate and up-to-date.

3.3 Communication by the Customer of any false information at any time shall entail unilateral termination of the Agreement and/or brokerage account blocking.

3.4 The Broker shall bear no responsibility for the Customer's actions or omission. Information communicated by the Broker shall be provided for information only, shall be subjective and shall not be deemed as instructing the Customer to carry out any specific trading transactions.

3.5 Information may be communicated to the Customer to any address, telephone and/or fax number or e-mail indicated by the Customer in the registration form. The Customer shall guarantee that the Broker and/or its representatives are able to contact the Customer or its representative at any time by telephone, facsimile, e-mail and other communicated address details.

4. Brokerage Fee

4.1 The brokerage fee payable to the Broker shall be published on the Broker's Web site and shall depend on the instrument and its scope.

5. Risks

5.1 When trading on margin, a comparatively inconsiderable change of course can result in a significant profit or loss. If the market conditions are unfavorable for the Customer, the Customer may lose all of the funds in its account. The Customer is responsible for the use of its financial resources, the chosen trading strategy, and shall take into account all the risks associated with the leverage.

5.2. The Customer assumes cost exposures caused by the failure of information, communication, electronic and other systems.

5.3. When conducting transactions via the customer terminal the Customer assumes cost exposures which may arise as a consequence of:

- failures in hardware and software, and poor connection caused by the Customer;
- improper operation of the Customer's equipment;
- Customer's ignorance of the Trading Rules and other regulatory documents posted on the Broker's website.

6. Security

6.1 The Customer shall be responsible for the status of its brokerage account and security of passwords.

6.2 Should the Customer breach at least one of the provisions of this Agreement and appendixes hereto, the Broker has the right to deem any instruction as invalid or to close one or several positions of the Customer at any time at the current price.

6.3 The Broker may cancel an order or an instruction that has been processed due to an apparent error of the dealer or has been executed at a non-market quote. Upon detecting errors in quotation, the Broker may cancel the execution of the Customer's instructions. The Broker may recognize transactions on the trading server to be non-market ones if the Broker has objective reasons to do so.

6.4 The Broker may block an account that is not used by the Customer for the intended purpose (specifically, for currency conversion purposes).

6.5 The Broker may unilaterally discontinue at any time the Customer's trading activity if such activity affects: - the Broker's infrastructure; - IT -solutions/instruments/devices of the Broker used for the provision of the services; - provision of the services to other customers of the Broker.

7. Liabilities of the Parties

7.1 Activities performed by the Customer in pursuance hereof do not infringe laws, orders and other rules and regulations applicable to the Customer or to the Customer's jurisdiction.

7.2 The Broker shall bear no liability for the Customer's actions or omission.

7.3 The Broker shall bear no liability for default on obligations due to failure in communication channels, technical problems of the Internet service provider. The Broker shall bear no liability for losses incurred to the Customer due to the ignorance of the instructions outlined in the MetaTrader customer terminal user manual.

7.4 Claims for lost profits shall not be accepted for review. The Broker shall not be liable for compensating moral damages.

8. Force Majeure

8.1 The Broker shall bear no liability for losses incurred to the Customer due to force majeure (hostilities, terrorist attack, acts of God, suspended trading on financial markets, exchange market interventions, government decisions, instability on financial markets with a sharp reduction in liquidity, and other material changes in the operational environment of counterparties).

9. Final Provisions

9.1 The Broker shall have the right to amend this Agreement with a notice to the Customer's email, on the Broker's Web site and/or in the Customer's Personal Account.

9.2 The Customer hereby acknowledges that it accepts the terms and conditions of this Agreement and appendixes hereto as specified in Clause 1.3 hereof, by its free will, under no necessity or constraint, and with no commitments and agents represented by legal entities or individuals.

9.3 The Broker may unilaterally terminate at its discretion contractual relations with the Customer, by restricting, in full or in part, any further use of a particular service for the Customer. Such decision shall take effect immediately, with no prior notice to the Customer, if the Broker has objective and good reason to do the foregoing. In such case, the Broker shall be under no obligation to notify the Customer of the reason for its decision.

9.4 The Customer hereby acknowledges that it has received and is fully aware of the terms and conditions of this Agreement and appendixes hereto as specified in Clause 1.3 hereof.

9.5 All disputes and controversies hereunder shall be subject to consideration in accordance with the effective laws of Republic of Vanuatu. The proceedings between the parties shall be conducted by the judicial authorities of Republic of Vanuatu.

9.6. In the event of discrepancies, the English version of this Agreement and the relevant regulatory documents shall prevail over the versions of this Agreement and the relevant regulatory documents in other languages.