

## **Service Agreement. Part 2**

Effective as of 01 November 2017

Updated on 02 April, 2020

### **Contents:**

- [1. General Provisions and Subject of the Agreement](#)
- [2. Terms and Definitions](#)
- [3. Communication and Provision of Information](#)
- [4. Terms of Use for the Company's Services](#)
- [5. Claims Procedure and Dispute Resolution](#)
- [6. Applicable Laws](#)
- [7. Force Majeure](#)
- [8. Liability of the Parties](#)
- [9. Duration and Process of Repudiation of the Agreement](#)
- [10. Final Provisions](#)
- [11. List of the Countries in which the Company Does Not Operate](#)

### **1. General Provisions and Subject of the Agreement**

1.1. This Service Agreement is concluded between Saledo Global LLC, registered at First Floor, First St. Vincent Bank Ltd Building, P. O Box 1574, James Street, Kingstown, St. Vincent & the Grenadines, registration number 227 LLC 2019 (hereinafter referred to as the "Company"), and the individual who completed the registration form on the Company's website or on the trading platform and accepted the terms of this Service Agreement and its appendices at the time of registration (hereinafter referred to as the "Client"). A Party (Parties) to the Agreement is (are) also a Payment Agent(s) engaged by the Company to conduct non-trading transactions under the Agreement. The credentials of the Payment Agent(s) are stated in the Agreement. The Company, Payment Agent(s), and the Client are collectively referred to as the "Parties".

1.2. The following documents constitute an integral part of this Service Agreement (Appendices to this Service Agreement):

- a. the Trading Transaction Policy,
- b. the Non-trading Transaction Policy and the KYC/AML Policy,
- c. risk disclosure, and
- d. other documents in the "Legal information" section of the Company's website and/or on the trading terminal.

The Company has the unilateral right to amend the list, name, and content of appendices to the Agreement. The Company has the right to add new appendices as part of the Agreement or remove existing appendices without making corresponding changes to this clause of the Agreement.

The text of this Service Agreement and its appendices are collectively referred to as the "Agreement".

1.3. The Agreement which is posted on the Company's website constitutes an invitation to make offers that shall be considered as a proposal to conclude the Agreement on its established terms. The posted invitation is not public. The Company reserves the right, at its discretion, to refuse to conclude the Agreement with anyone explaining or without explaining its reasons for refusal, or, if registration was completed, to terminate its contractual relationship and block access to the Trading Terminal. The Client's registration on the Company's website or in the Trading Terminal is considered as the full and unconditional acceptance of the terms of the Agreement. As soon as the Company receives a payment to add funds to the Client's trading account, each Client transaction made using the Trading Terminal or personal area becomes the subject of the Agreement.

1.4. The Client must carefully review the terms of the Agreement. By accepting the terms of the Agreement, the Client agrees to the terms of all appendices listed above, including the terms on the subdomains of the Company's website that are available to the Client. The Client also confirms that he/she is a legally capable adult and is not a resident of a country where trading with the Company's Instruments may be deemed to be illegal. The Client also represents and warrants the following items to the Company.

1.4.1. All information provided during the Client's registration, as well as during the fulfillment of the Agreement, is true, accurate, reliable, and complete in every aspect. The Client independently completed the registration form.

1.4.2. The Client has the legal right to conclude the Agreement, make requests and orders, and to exercise his/her rights and fulfill his/her obligations in accordance with the terms of the Agreement.

1.4.3. The Client will execute trading and non-trading transactions personally, in his/her own name, and at his/her own expense, and will not execute such transactions using borrowed funds received from the other Company's Clients or third parties. The Client will be guided by the principles of integrity, honesty, and rationality. The Client will not conduct any actions agreed with the other Clients of the Company to cause damage to the Company. The Client will not use the technical features of the quote-feed updating system in the Trading Terminal, and will not use any software errors, defects, and/or vulnerabilities discovered in the Trading Terminal to extract income, or distribute information on such vulnerabilities to third parties. The Client will not use unfair and dishonest methods or ways of making trades (transactions) with the Company. The Client will not use insider, confidential, or any other information that could result in advantage for the Client when trading with the Company, and/or could cause damage to the Company.

1.4.4. The Client will comply with legal standards, including international standards, intended to combat illegal trading, financial fraud, money laundering, and legalization of funds obtained illegally.

1.4.5. The Client will not use the Trading Terminal or the Company's website with the intention of abetting illegal financial activities or any other illegal transactions.

1.4.6. The funds transferred by the Client to the Company's accounts has a legal origin, and the Client legally owns the funds and has the right to use and manage them. No deposits will be made into the Client's account from the bank accounts or electronic wallets of third parties. The Client will not deposit funds in the accounts of the third party's Clients, or transfer funds from the Client's account to the bank accounts or electronic wallets of the third parties.

1.4.7. No actions of the Client pursuant to the Agreement will violate any law, regulation, right, bylaw, or statutory rule and regulations applicable to the Client or in the jurisdiction where the Client resides, or the provisions of any other agreement the Client is bound to, or which affects any of the Client's assets.

1.4.8. To execute transactions, the Client will use his/her account data from the Trading Terminal. The Client will not transfer his/her account data to third parties and will not use the account data of the other Clients of the Company for executing trading and/or non-trading transactions.

1.4.9. The Client is not a state or municipal public servant, employee of a state or municipal institution, employee of a state or municipal organization, employee of an organization with predominant state participation in its capital, a politically exposed person (PEP), family member or a relative of a PEP. The Client is not a person who is closely associated with a politically significant figure, or associated with the USA or any other country in which the Company does not operate. Herewith, the definitions used in this clause will be interpreted and applied by the Company at its discretion and in accordance with the norms of international law and/or the laws of any other country, generally accepted terms, definitions, and good business practices.

1.5. The Subject of the Agreement is the definition of the general conditions regarding execution of transactions (making trades) by the Company, the contents and procedures for which are established in the Agreement. The Company, at its discretion, establishes and has the right to amend the essential conditions of transactions (trades), including but not limited to the term of the trades, may introduce restrictions on the number of simultaneously made transactions, introduce restrictions on the number of trades the Client can make within a time frame established by the Company, and may introduce restrictions on transactions with certain underlying assets within a certain time period.

1.6. The Company reserves the right to engage third parties to fulfill the Agreement. Meanwhile, the Company is not responsible for services provided by such third parties.

## **2. Terms and Definitions**

2.1. The following terms are used in the Agreement with the following meanings:

2.2. Trade (contract for difference): a derivative financial instrument which is based on the difference in the price of the underlying asset (currency pairs, commodities, futures, forwards, stocks, bonds, etc.). Information about available Trades and trading terms is provided in the Trading Terminal.

2.3. Base Currency: the first currency in a currency pair, which is the underlying asset of any Trade.

2.4. Underlying Asset: the asset on which the Trade is based, namely currency pairs, metal, commodities, futures, forwards, bonds, etc.

2.5. Balance: the total amount on the Client's account after the most recently completed Trade and transactions to deposit or to withdraw funds.

2.6. Quote Currency: the second currency in the currency pair.

2.7. Account Currency: the currency selected by the Client at the moment of, or after opening an account in the Company.

2.8. Currency Pair: a type of an underlying asset consisting of the two currencies (the base currency and quote currency).

2.9. Current Laws, Rules, and Regulations: all applicable laws, rules, and regulations that are in full force and effect when the Trades are made, executed, and canceled in the relevant jurisdiction.

2.10. Closed Position: the result of the Trade's termination regarding the relevant Open Position.

2.11. Locked Position: the sum total of buy and sell Trades of the same volume opened on the same account in one trade.

2.12. Instrument (derivative financial instrument, DFI): the Trade consisting of the two transactions (making and closing a trade), resulting in the following: the Client either receives the trade amount and its profit or loses all or part of the trade amount. Meanwhile, the Company does not provide the Clients with the opportunity to assume obligations exceeding the trade amount, but the Company does give the Client the opportunity to use a Multiplier. The current information on Trades and his/her terms and conditions is displayed in the Trading Terminal.

2.13. Commission: the fee charged by the Company for the carryover of the Client's position at 21:00 GMT and/or for the opening of the position by the Client.

2.14. Quote: the current underlying asset's rate displayed in the Trading Terminal.

2.15. Log Entry: an entry in the database made by the Company's server that, with accuracy to the millisecond or, in the absence of such technical capabilities, with accuracy to the second, records all the Client's requests and orders and his/her processing results. Every Client's request in the Trading Terminal and the personal area is recorded in a log entry. This server data is the primary source of information used by the Parties as evidence if disputes related to Agreement fulfillment arise. Data from log entries on the Company's server has unconditional priority over all other arguments during the settlement of a dispute, including data from the Client's Trading Terminal log file. The Company reserves the right not to keep log entries.

2.16. Margin: the amount of money on the Client's Account Balance required to open a position and maintain the open position according to the Instrument Specification for each underlying asset of the Trade.

2.17. Multiplier: the ratio of the Trade amount's change in the Trading Terminal to the change in the quote of the underlying asset.

2.18. Initial Margin: the margin required to open a position.

2.19. Required Margin: the margin required to maintain open positions.

2.20. Illegal trade: any unlawful action with respect to trading transactions, including, but not limited to: sniping (making trades in an auspicious moment of time with the use of special software, placing "buy stop" or "sell stop" orders shortly before the release of financial data and news with respect to the relevant underlying asset/market; making arbitration trades; manipulations; the simultaneous use of faster and slower quote-feeds; illegal use of the Trades' cancellation function in the Trading Terminal; use of software bots, "spiders", and other automated software tools in the Trading Terminal; intentional or unintentional making of the Trade or group of Trades involving the simultaneous opening of buy and sell positions on the same or correlated underlying assets at the same time by the Client personally or in coordination with other persons

and/or on the interrelated accounts, including accounts opened in different legal entities within the scope of the Company, which separately or collectively are aimed at illegally using the Trading Terminal.

2.21. Force Majeure: any of the circumstances listed in Section 7 of the Agreement.

2.22. Investment Amount: the amount of money in the Account Currency invested by the Client in a trade.

2.23. Trade Volume: the volume of investments multiplied by the Multiplier.

2.24. Order: a request made by the Client and sent to the Company in accordance with the terms of the Agreement.

2.25. Open Position: a buy or sell trade that has not been closed/completed.

2.26. Deferred Order: an order to buy or sell at a price that differs from the current market price.

2.27. Written Notice: a notice sent by the Company to the Client shall be deemed to be a notice sent by email, via the internal messaging system in the Trading Terminal, by commercial courier service, by air mail, or posted on the Company's website. A written notice sent by the Client to the Company shall be deemed to be a notice sent by email, fax, postal mail, or commercial courier service.

2.28. Trade Confirmation: a message from the Company confirming an order has been executed.

2.29. Rules: the laws, rules, regulations, procedures, and standards that are currently in full force and effect.

2.30. Rules as Regards the Clients' Funds: regulations governing actions with respect to the Clients' funds.

2.31. Slippage: the difference between the expected Trade execution price and actual price of the Trade. Slippage may occur during the periods of high market volatility (for example, due to breaking news), which can make execution of the Trade impossible at the desired price; when using market orders and when trading with high-volume orders when it is impossible to execute the order at the desired price because of a lack of sufficient liquidity.

2.32. Business Day: any day except Saturday, Sunday, January 1, and any other public holiday of the country of the Company's incorporation, and any international public holiday.

2.33. Registration Form: the form that the Client completes to receive services under the Agreement and with which the Company, among other things, receives the necessary data to identify the Client and verify his/her information.

2.34. Market Order: an order executed immediately at the best available market price.

2.35. Carryover Commission: the amount charged to carry over the position to the next day. Information about the carryover commission for a trade is displayed in the Trading Terminal.

2.36. Buy Trade: a trade where the Client earns a profit if the quote for the underlying asset goes up.

2.37. Sell Trade: a trade where the Client earns a profit if the quote for the underlying asset goes down.

2.38. Sniping: a trading strategy aimed at using incorrect quotes or resulting from the appearance thereof.

2.39. Instrument Specifications: the sum total of the essential conditions of Instruments including, but not limited to, the underlying asset, the opening and carryover commission, margin requirements, etc. displayed in the Trading Terminal.

2.40. Stop Out: a situation where the Company has the right to close one or more of the Client's open positions at the current or last known market price if the Client's trade loss equals or exceeds the investment amount of the trade.

2.41. Essential Conditions of the Trade: the information necessary for the Client to place an order and make a trade, including, but not limited to, the information regarding the underlying asset, direction (buy/sell), trade opening quote, trade closing quote, order type and amount, multiplier, and commissions.

2.42. Account (Client's account, Trading account): any personal trading account the Company opens for the Client to trade, in which the funds transferred by the Client to make trades are held, from which the trade amount is deducted when a trade is made, and into which an income is deposited when a trade is closed and the essential conditions of a trade are met. The Client is entitled to only one Client's account. In violation of this rule, the Company has the right to deny the Client providing further services, to repudiate the Agreement, and to block the further possibility to execute transactions without explaining its reasons and without paying out the funds from the Client's account. It is not considered as a violation of this clause of the Agreement if the Company, if possible, unilaterally grants the Client the right to use several currencies within the Client's account, as well as the right to use the Client's account in relations between the Company and the Client governed simultaneously by the Agreement and other agreements concluded between the Company and the Client, under which the Company has the discretion to grant the Client the right to use the Client's account to conduct trading transactions not provided for in the Agreement.

2.43. Trading Terminal: software whereby the Client can view real-time quote data to execute trading and non-trading transactions, and receive messages from the Company. Logging into the Trading Terminal is protected by a password the Client creates upon registration on the Company's website. All orders carried out via the Trading Terminal are deemed to be carried out personally by the Client. Use of the Trading Terminal is prohibited for the following individuals: the Clients from countries where over-the-counter derivatives are illegal, as well as the employees, affiliates, agents and other representatives of the Company and relatives of the aforementioned individuals. The section of the Trading Terminal whereby the Client can execute non-trading transactions in the Agreement may be referred to as his/her Personal area.

2.44. Additional Margin Security Call: a notification sent to the Client because the margin that is required to open or maintain positions in the Client's account is insufficient.

2.45. Required Security to Open and Maintain Positions: the margin that is required to open and maintain locked positions.

2.46. Authorized Person: any legal entity to which the Company may transfer authority as a part of the Agreement.

2.47. Services: the services provided by the Company under the Agreement.

### **3. Communication and Provision of Information**

3.1. To communicate with the Client, the Company may use:

- an email,
- a fax,
- a phone (voice communication and text messages),
- postal mails,
- various types of messages sent to the Client in the Trading Terminal, Personal area, browser window, etc. (push notifications, reminders, service messages, etc.), and
- official groups of the Company on social media,
- announcements on the Company's website,
- any other ways and channels of communication known in the present as well as those that might appear in the future.

3.2. To promptly communicate with the Client to resolve issues related to the Client's transactions, the Company will use the Client's contact information supplied during registration or what was amended thereafter pursuant to Cl. 4.4. of the Agreement. The Client agrees to accept message from the Company at any time.

3.3. Any correspondence (documents, notifications, confirmations, announcements, reports, etc.) is considered to be received by the Client:

- 1) one (1) hour after emailing;
- 2) immediately after faxing;
- 3) immediately after phoning;
- 4) immediately after text messaging;
- 5) seven (7) calendar days after mailing via post;
- 6) immediately after posting on the Company's website.

3.4. The Client may also contact the Company via email at [help@olymptrade.com](mailto:help@olymptrade.com) and other email addresses, and call the numbers listed in the Agreement and on the Company's website.

3.5. The Client understands and agrees that, if the Client behaves inappropriately during conversations with a Company's representative, the Company reserves the right to repudiate the Agreement unilaterally.

3.6. The Company may use the contact information provided by the Client to send informational, marketing, and advertising materials and service messages, and to resolve other tasks. The Company determines the frequency with which it sends messages to the Client at its discretion. If the Client wishes to opt out from the Company's informational (and other) messages, he/she must unsubscribe from it by clicking the "Unsubscribe" link (if the message format provides this possibility) or by contacting Customer Support.

3.7. All the content provided for onboarding of clients is presented solely for demonstration purposes. Mechanics of the Company's software products may alter from the mechanics presented during onboarding process.

#### **4. Terms of Use for the Company's Services**

4.1. Upon registration, the Client undertakes to provide correct and reliable identification information in accordance with the requirements of the Client's registration form.

4.2. After successful registration, the Client will be granted access to the Trading Terminal, the possibility to deposit funds to the Client's Account (make a deposit into the Client's Account in order to conduct trades with instruments) and to execute other transactions.

4.3. The Client must promptly inform the Company about the changes in his/her identification and contact information (within seven (7) days after such change) by making the appropriate changes in the Trading Terminal or in any other way offered by the Company. To identify the Client and verify the origin of the Client's funds at any time after registration, the Company has the right to request any identification documents (including ID, proof of residence, proof of financial standing, and other documents at the Company's discretion). The Company reserves the right to suspend trading and/or non-trading transactions on the Client's Account if it is discovered that the Client's identification details are incorrect or inaccurate. In addition, if the Client does not provide the requested documents, the Company has the right to block the Client's access to the Trading Terminal until the identification process has been completed.

The Company also has the right to demand that the Client complete the identification process by visiting a Company's authorized agent in-person and/or providing documents, the list of which is determined by the Company at its discretion.

4.4. Logging into the Trading Terminal is password protected.

4.4.1. The Client confirms and agrees that access to the Trading Terminal will be protected with a password created independently by the Client during registration. The Client cannot transfer his/her Trading Terminal password to third parties.

4.4.2. The Client assumes full responsibility for password protection and prevention of unauthorized third-party access to it.

4.4.3. All orders made in the Trading Terminal using the Client's password will be considered made by the Client unless otherwise specified by the Company.

4.4.4. Any person who obtains access to the Trading Terminal by entering the Client's password will be identified as the Client unless otherwise specified by the Company.

4.4.5. The Company is not responsible for any losses the Client may incur in the event of the theft, loss, or disclosure of his/her password to third parties, or the unauthorized use of registration details by third parties.

4.5. The Client can change the password to the Trading Terminal on his/her own or use the procedure for password recovery set by the Company.

#### **5. Claims Procedure and Dispute Resolution**



5.1. The Parties have agreed that they will make every effort to settle, by means of negotiation, all disputes between the Company and the Client related to transactions, payouts, and other actions provided for by the Agreement.

5.2. If a dispute arises, the Client may submit a claim/complaint to the Company and send an application/appeal to the Company. All claims/complaints/ applications/appeals related to transactions executed by the Client must be submitted by the Client in compliance with the following requirements:

5.2.1. the claim/ complaint/ application/ appeal shall be submitted in writing;

5.2.2. the claim/ complaint/ application/ appeal shall contain the following information: the Client's last name, first name, patronymic (if any), Client's email address, the Client's Account number, date and time of occurrence of a disputable situation, a brief description of the disputable situation, the Client's demands, the amount of the claim and its reasonable calculation (if the claim is subject to monetary evaluation), circumstances on which the Client bases his/her claims and evidence supporting them, including a reference to the violated provisions of this Agreement (and appendices hereto) in the Client's opinion, a list of documents and other evidence attached to the claim/complaint certified by the Client, and other information necessary to settle the dispute;

5.2.3. the claim/ complaint/ application/ appeal shall be sent by the Client no later than 5 (five) working days from the date of the event on which the relevant claim (complaint) is based. The Client agrees that the delay in filing a claim (complaint) is the basis for its rejection;

5.2.4. the claim/ complaint/ application/ appeal can be sent by e-mail to [claim@olymptrade.com](mailto:claim@olymptrade.com), or sent by registered/certified mail, or by other means of communication that provide proof of sending (including fax) or require a signature. Claims/complaints/applications/appeals issued and sent in another form are not accepted.

5.3. Claims/complaints/applications/appeals cannot contain:

- a) an emotional evaluation of the disputable situation,
- b) offensive statements about the Company, and/or
- c) profanity.

5.4. To respond to the claim/complaint/application/appeal, the Company reserves the right to request additional documents and/or information from the Client. The claim/complaint/application/appeal will be reviewed on the basis of the information provided by the Client and log entries from the Company's server. Log entries from the Company's has the absolute priority over other evidence and proof. The Company is not responsible for incomplete trades and does not reimburse for any financial or non-pecuniary damages incurred by the Client with respect to what the Client considers to be the lost profit. When considering a dispute, the Company does not consider the Client's references to the data from other companies and sites.

5.5. The Company may reject the claim/complaint/application/appeal if the terms and conditions of the Section 5 are violated.

5.6. The Company shall consider the claim/complaint/statement/appeal within no more than 10 working days after its submission.

5.7. If the Client's claim/complaint/application/appeal was not settled by the Company using the above dispute settlement procedure, the Client may submit a claim to the Financial Commission ([www.financialcommission.org](http://www.financialcommission.org)).

5.8. In addition to the dispute resolution procedure established in Cl. 5.2.-5.7., the Client may file a court claim subject to the obligatory compliance with the aforesaid dispute resolution procedure. The dispute resolution procedure is deemed to be complied with if:

- a) the form and content of the claim meet the requirements of Cl. 5.2.1., 5.2.2., and 5.2.3;
- b) the claim is sent to the Company's registered address;
- c) the Client has receipt confirmation of the claim by the Company;
- d) the deadline for responding to the claim has passed. The deadline for the response to the claim is 60 (sixty) calendar days after the Company receives the claim.

5.9. In the event of any disputes, the Company reserves the right to fully or partially block transactions in the Client's Account until the dispute is settled or the Parties reach an interim agreement.

## **6. Applicable Laws**

6.1. This Agreement is concluded in Saint Vincent and the Grenadines (hereinafter referred to as "Country of the Company's Registration") and is governed by the laws of the Country of the Company's Registration. The Services under the Agreement are provided in the Country of the Company's Registration.

6.2. The Client unconditionally:

- a) agrees that the courts of the Country of the Company's Registration have exclusive jurisdiction to execute any legal proceedings in relation to the Agreement;
- b) submits to the jurisdiction of the courts of the Country of the Company's Registration;
- c) waives any appeals with respect to the court proceedings in any of such courts;
- d) agrees to make no claims regarding inconvenience of the trial's location, and not to declare that the trial's location has no legal jurisdiction over the Client.

## **7. Force Majeure**

7.1. The Company reserves the right to claim force majeure circumstances if it has sufficient grounds to do so. Force majeure circumstances include, but are not limited to:

- a) any action, event, or occurrence including, but not limited to, strikes, riots, civil strife, terrorist acts, wars, natural disasters, accidents, fires, floods, storms, power outages, interruptions in communication, software, or electronic equipment, incorrect operation of any type of equipment or software, quote-feed instability, interruptions in the operation of or the instability of liquidity providers, etc., which, in the Company's reasonable opinion, led to the destabilization of the market(s) for one or more assets (instruments);

b) the suspension of operation, liquidation, or closure of any market, or the absence of any event on which the Company bases quotes, or the introduction of restrictions or unique/non-standard trade conditions in any market, or in relation to any such event.

7.2. If the Company has established the occurrence of force majeure circumstances, the Company has the right (without prejudice to the Company's other rights) to take any of the following steps at any time without prior written notification:

a) to cancel any or all trades of the Client, the result of which is directly or indirectly caused by force majeure;

b) to suspend or to amend the application of one or all provisions of the Agreement as long as the force majeure event renders it impossible for the Company to comply with these provisions;

c) to take, or conversely, not to take any action with respect to the Company, the Client or other clients, if the Company, basing on sufficient grounds, deems it appropriate under the current circumstances.

d) to increase the processing time for the Client's orders and requests in the Trading Terminal up to 30 seconds.

7.3. The Company is not responsible for breach (improper fulfillment) of obligations if force majeure events interfered with such fulfillment.

## **8. Responsibility of the Parties**

8.1. The responsibilities of the Parties to the Agreement is determined by the terms of the Agreement and its appendices.

8.2. The Company is responsible only for real loss caused to the Client as a result of the Company's deliberate failure to fulfill its obligations specified in the Agreement. The Company is responsible for the actions of its employees, departments, and payment agents as for its own.

8.3. The Client is responsible to the Company for damages incurred by the Company due to a fault of the Client, including:

a) damages caused as a result of the Client's failure to provide (or late provision) of any documents that must be provided to the Company under the Agreement and its appendices, and for damages caused to the Company because of any misstatement contained in the documents provided by the Client;

b) damages caused to the Company because of the abuse of the Company's services provided to the Client, including damage (damages) caused to the Company by using the robotized and automated transaction algorithms and/or special software tools and other tools, devices, methods, and techniques that facilitate or contribute to the violation of the principle of integrity, honesty and fairness in the execution of transactions;

c) damages caused by the Client as a result of actions coordinated with the other Company's Clients and/or affiliates of the Client aimed at causing losses to the Company; for other damages caused to the Company by the Client by using the other unfair and dishonest methods and techniques for making trades (executing transactions) with the Company, including the usage of bonuses; (In any event, the "Client's affiliates" refers to any of the following persons with regard to their relationship with the Client: those in a kinship relationship of any degree, family members,

partners, or other relations, those residing at the same address, those using the same devices, those engaged as the Company's Clients by the same partner or the Client of the Company, and those engaged in any collective activity with or without the formation of a legal entity. The Company reserves the right to expand the list of situations and attributes based upon which the Client and third parties may be recognized as affiliates.

d) if there is sufficient evidence to suggest that the Client attempted to illegally use the software provided by the Company and the funds transferred to the Company's account;

e) damages caused to the Company as a result of deriving income from the use of the technical features of the quote-feed updating system in the Trading Terminal, and deriving income from the use of the software errors and vulnerabilities in the Trading Terminal;

f) damages caused to the Company by the Client's use of insider, confidential, or other information whereby the Client was provided with any kind of advantages in making trades with the Company.

The Company has the right to deduct the aforesaid damages from the Client's account and/or the accounts of other persons (if it is established that these accounts belong to the Client (or the Client's accomplices) by means of the Company's technical and other equipment and tools). The Company also has the right to block further transactions in the Trading Terminal and the personal area to the Clients with respect to whom the Company has sufficient grounds and suspicions to classify his/her actions (including collective actions with other Clients) as aimed at causing damages to the Company, and to transfer funds from the Client's account to the Company's one.

8.4. If the Client violates the Agreement, the Company reserves the right, at its own discretion, to:

8.4.1. revise the amount of the Company's financial obligations to the Client and amend the data (balance) of the Client's Account;

8.4.2. suspend the provision of the services to the Client and block access to the Trading Terminal. If the Company blocks the Client's access to the Trading Terminal, the Client is obliged to take all necessary and reasonable steps to remedy the reasons for blocking access to the Trading Terminal. If the Client does not take any measures or actions to remedy the mentioned reasons within thirty (30) days, the Company reserves the right to deduct all the funds from the trading account. The Company is not obligated to recover all the deducted funds back into the Client's trading account if the Client satisfies all the requirements needed to lift the block on his/her trading account.

8.5. If the Client violates any terms of the Agreement and its integral parts listed in Cl. 1.2., including the refusal to undergo the necessary checks and provide the necessary information, the Company has the right to repudiate the Agreement, to void any Client's transaction, to close one, several, or all the Client's trades at any time at its discretion, and stop rendering the services to the Client, returning or without returning the funds to the Client at its own discretion. Any violation of the terms listed in this clause deprives the Client of the right to demand a payment or a refund from the Company.

8.5.1. If the Company has repudiated the Agreement with the Client for a violation of the terms of the Agreement, the Client has no right to open a new account, including by entering third party's data during registration. If the Company reveals the Client's violation specified in this clause, the consequences stipulated in Cl. 8.5. of the Agreement follow.

8.6. The Company is not responsible to the Client for any damages, losses, lost profit, missed opportunities (including, but not limited to, due to possible market fluctuations), expenses, or detriment incurred by the Client as a result of making trades pursuant to the terms of the Agreement.

8.7. The Company is not responsible in the event of a discrepancy between the information displayed in the Client's Trading Terminal and the information on the Company's server in the process of defining the financial result of the Client's trades. To resolve such discrepancy, the Company will adjust the data in the Trading Terminal in accordance with the information available on the Company's server.

8.8. The Company is not responsible for the Client's damages if such damages resulted from hacker attacks, accidents in (malfunctions of) computer networks, communication networks, power lines, and/or telecommunication systems, etc. directly used to agree on the essential conditions of the Client's transactions or ensure other Company's operating procedures that occurred through no fault of the Company.

8.9. The Company is not responsible for technical failures and/or interruptions in the Trading Terminal's operation that occurred as a result of hacker attacks, accidents in (malfunctions of) computer networks, communication networks, power lines, and/or telecommunication systems, etc., and for the Client's damages resulting from such malfunctions and/or interruptions.

8.10. The Company is not responsible for the results of transactions that the Client decided to make on the basis of analytical materials provided by the Company and/or third parties. The Client has been informed that transactions made in accordance with the Agreement bear the risk of not receiving the expected income and the risk of loss of some or all of the money deposited in his/her Client's Account. The Client acknowledges that unless there is fraud, a deliberate breach of obligations, or gross negligence on the part of the Company, the Company is not responsible for any losses, expenses, costs and damages of the Client resulting from the inaccuracy of information provided to the Client, including, but not limited to, information about the Client's trading transactions. The Company reserves the right to cancel or close any Client transaction under the conditions established in the Agreement. However, all transactions executed by the Client as a result of inaccurate information or error remain valid and must be fulfilled by both the Client and the Company.

8.11. The Company is not responsible for any losses the Client may incur in the event of a theft, loss, or disclosure of his/her Trading Terminal password to third parties. The Client assumes full responsibility for protecting his/her password and safeguarding it against unauthorized third-party access.

8.12. The Company assumes no liability for the failure to perform (to properly perform) obligations under the Agreement, if such performance was hindered by force majeure events.

8.13. The Company is not responsible for any indirect, special, arbitrary, or punitive damages incurred by the Client, including, but not limited to, lost profit, loss of expected savings, or loss of income, even if the Client was informed by the Company about the possibility of such damages. Non-pecuniary damage is not compensated.

8.14. The Company reserves the right to consider the Client's breaches at any time, regardless of when the breach took place, and if the breaches are discovered by the Company, to take measures in accordance with the Agreement.

## **9. Duration and Process of Repudiation of the Agreement**

9.1. The Agreement enters into force from the moment of its conclusion (at the time of the Client's registration on the website or in the Company's Trading Terminal) and is valid for an indefinite period.

9.2. Any of the Parties may repudiate the Agreement unilaterally.

9.2.1. The Agreement is considered to be repudiated upon the initiative of the Company as of the date specified in the notice sent by the Company to the Client.

9.2.2. The Agreement is considered to be repudiated upon the initiative of the Client five (5) business days after the Company receives the Client's written notice containing a statement of repudiation of the Agreement, provided that the Client has no unfulfilled obligations specified in the Agreement. The Client must send the repudiation notification to the Company's address specified in Cl. 1.1. of the Agreement, or to the email address [help@olymptrade.com](mailto:help@olymptrade.com).

9.3. The Agreement is considered terminated with respect to the Parties when the mutual obligations of the Client and the Company regarding previously made transactions have been executed and all the debts of each Party have been paid.

## **10. Final Provisions**

10.1. Amendments and addenda to the Agreement and to its appendices are made by the Company unilaterally. All amendments and addenda made by the Company and not related to the circumstances specified in the Agreement enter into force on the date specified by the Company.

10.2. Amendments and addenda made by the Company to the Agreement and to its appendices because of the amendments to legislation and regulations governing the subject hereof and the rules and contracts of trading systems used by the Company to fulfill its obligations specified in the Agreement enter into force simultaneously with amendments to the aforementioned documents.

10.3. When amendments and addenda made by the Company enter into force, they will apply equally to all the Clients, including those who entered into the Agreement before the effective date of such amendment and addenda.

10.4. To ensure that the Client who entered into the Agreement is aware of all the amendments and addenda to the Agreement, the Client shall visit the Company's website or trading platform by himself/herself or with the help of the authorized persons at least once a week to find information about the amendments and/or addenda.

10.5. When providing his/her personal data to the Company in any form and in any way (when performing any actions on the Company's website, through the Company's counterparties, etc.), The Client (natural person) thereby gives the Company and its partners his/her consent to the processing by automated means and to the processing in a non-automated manner of his/her personal data for the purposes of the execution of the Agreement, the implementation of advertising campaigns, the provision of advertising, informational, and marketing materials, and information about campaigns and events held by the Company, and for the other purposes determined by the Company, including: collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, cross-

border processing. The consent is provided for a period of 75 years (or until the expiration of the retention periods for the relevant data or documents containing such data determined in accordance with the current legislation of the Company's principal place of business). The consent is to be withdrawn in accordance with the legislation by contacting the Company at its registered address. Contact information is available on the Company's website. The Company guarantees the confidentiality of the personal data provided by the Client, excluding the circumstances established by any applicable legislation and force majeure circumstances.

10.6. The Client has the right to use information that was provided to the Client either orally or in writing by the Company or by third parties and access to which was granted to him/her as a part of the services specified in the Agreement only for the transactions specified in the Agreement. The Client does not have the right to disseminate, alter, or supplement the aforementioned information, or store it in separate archives. In any event, the scope of powers granted to the Client with respect to the information posted by third parties cannot exceed the scope of authority obtained by the Company from the third party. The Company does not guarantee that the information posted by third parties is reliable, accurate, relevant, or will be provided on an ongoing basis without any interruptions. The Company is not responsible for the results of transactions (losses, lost profit, lost income, reputation damages, etc.) that the Client executed on the basis of information that was communicated to the Client either orally or in writing by the Company or third parties.

10.7. The Company may fully or partially transfer his/her rights and obligations specified in the Agreement and its appendices to a third party if such party undertakes to fulfill the terms of the Agreement. This transfer of rights and obligations does not require prior notification to the Client by the Company and is considered to be made at the time the information is published on the Company's website.

10.8. The Client is not entitled to assign his/her own rights, transfer his/her own obligations or dispose of the rights or obligations specified in the Agreement in any other way without the prior written consent of the Company. If this condition is breached, any such assignment, disposal, or transfer will be deemed to be invalid.

10.9. The Company, its partners, or any other affiliates may have material gain, legal relation, or arrangement with respect to any transaction on the trading platform or in the Personal area, or a material gain, legal relation, or arrangement that is in conflict with the Client's interests. For example, the Company may:

- a) act as a counterparty in any trading transaction concerning any asset;
- b) suggest another partner of the Company as a counterparty for a trading transaction;
- c) give recommendations and render services to its partners or other clients of the Company with respect to trading transactions in which they have a stake, despite the fact that this is in conflict with the Client's interests.

10.10. The Client agrees and authorizes the Company to act with respect to the Client and for the Client as the Company finds appropriate, despite the potential conflicts of interest or the existence of some material interest in relation to any transaction in the Trading Terminal or in the personal area without prior notification of the Client. The existence of a conflict of interest or material gain with respect to any transaction in the Trading Terminal or in the personal area must not affect the provision of services to the Client by Company employees. The Company has the right to

occasionally act on behalf of the Client with parties with whom the Company or any of its related parties have an agreement to receive goods or services.

The Company guarantees that these agreements are made as far as possible for the benefit of the Client, for example, such agreements make it possible to access information and other services that would otherwise be inaccessible.

10.11. If a court of proper jurisdiction declares any provision of the Agreement (or any part of any provision) null and void, such provision will be treated as a separate part of the Agreement and the remainder of this Agreement will continue in full force and effect.

10.12. The Company has the right to suspend the services' provision to the Client at any time (prior notice to the Client is not required).

10.13. In situations not described in the Agreement, the Company will act according to the accepted business practices based on principles of honesty and fairness.

10.14. The Company reserves the right to prepare and use the text of the Agreement and its appendices in languages other than English. If there are contradictions between the text of the Agreement and its appendices in English with the corresponding texts in other languages, the text in English will prevail. The text of the Agreement published on the Company's website prevails over the text of the Agreement published elsewhere.

## **11. List of the Countries in which the Company Does Not Operate**

11.1. The Company does not operate in or provide services to persons associated with the following countries and (or) their dependent, associated or affiliated territories: Gibraltar, the Isle of Man, Guernsey, Jersey, Australia, Canada, the United States of America, Japan, Austria, Belgium, Bulgaria, Croatia, Cyprus, Liechtenstein, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Iceland, Italy, Israel, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, New Zealand, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Switzerland, Sweden, the Islamic Republic of Iran, or the United Kingdom of Great Britain and Northern Ireland, Lebanese Republic, Republic of Zimbabwe, Republic of Mauritius, Republic of Côte d'Ivoire, Republic of Iraq, Commonwealth of Puerto Rico, Republic of Yemen, Federal Republic of Somalia, Republic of Congo, State of Libya, Republic of Sudan, Federal Democratic Republic of Ethiopia, Republic of Liberia, Syrian Arab Republic, Republic of the Union of Myanmar, Central African Republic, State of Eritrea, Democratic People's Republic of Korea, Republic of Mali, Republic of Vanuatu, Saint Vincent and the Grenadines, Russian Federation, Republic of Turkey, Republic of Belarus, as well as dependent, related and (or) associated territories of the above-mentioned States;

11.2. Moreover, persons associated with the aforementioned countries (territories) are defined as persons who:

11.2.1. have citizenship/a permanent residence permit/other similar document from a country in which the Company does not operate;

11.2.2. reside/are residents/have a mailing or residence address in a country in which the Company does not operate;

11.2.3. were born in a country in which the Company does not operate;



11.2.4. have an IP address or phone number (area code) associated with a country in which the Company does not operate;

11.2.5. have other connections with a country in which the Company does not operate that are defined by the Company at its discretion.

11.3. If it is discovered that the Company provides services to the persons associated with the countries in which the Company does not operate, the Company may apply the consequences listed in Cl. 8.5. Agreement.