

Service Agreement

Effective Date November 1, 2017

Updated August 20, 2019

1. General Provisions and Subject of the Agreement

1.1. This Service Agreement is made by and between INLUSTRIS LTD., registered at First Floor, First St Vincent Bank Ltd Building, James Street, Kingstown, St. Vincent and the Grenadines, registration number 25161 IBC 2018 (hereinafter Company) and the individual who completed the registration form on the Company website or trading platform and accepted the terms of this Service Agreement and its Annexes at registration (hereinafter Client). The Payment Agent(s) hired by the Company to handle Nontrading Transactions under this Agreement is (are) also party to this agreement. The Payment Agent(s) is (are) set forth in this Agreement. The Company, Payment Agent(s), and Client are jointly referred to as Parties.

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

- a. Policy of trading operations;
- b. Nontrading Transaction Policy and KYC/AML Policy;
- c. Risk Disclosure;
- d. Other documents posted in the Legal Information section on the Company website and/or trading terminal.

The Company may unilaterally modify the list, title, and content of annexes to this Agreement. The Company may add new annexes to the Agreement or delete existing ones without revising this clause of the Agreement.

The texts of the Service Agreement and of its annexes are jointly referred to as the Agreement.

1.3. The Agreement represents the offer posted on the Company website, which must be treated as an offer to enter into this Agreement on the terms set forth in it. The offer is not public. The Company may at its discretion refuse to enter into an Agreement with anyone without explanation or without explanation of the reasons for the refusal and, if registration was completed, terminate the contractual relationship and block access to the trading terminal. The Client's registration at the Company website or trading terminal is deemed the unconditional acceptance of the terms of this Agreement. As soon as the Company receives the payment of a deposit on the Client's trading account, each Client transaction using the trading terminal or dashboard becomes subject to this Agreement.

1.4. The Client must carefully review the terms of the Agreement. By accepting the terms of this Agreement, the Client agrees to the terms of all annexes to it listed above and affirms

that he/she is a competent adult and not a resident of the country where activities pertaining to transactions made with the Instruments offered by the Company may be deemed illegal. The Client also declares and guarantees to the Company that:

1.4.1. All information provided during Client registration and during the performance of the Agreement is truthful, accurate, reliable, and complete in all aspects; the Client has filled in the registration form independently;

1.4.2. The Client has the proper rights to enter into this Agreement, to give inquiries and orders, and to fulfill his obligations in accordance with the terms of the Agreement;

1.4.3. The Client will carry out trading and non-trading transactions personally, on his own behalf and at his own expense and will not use funds borrowed from other Company Clients or from third parties to carry out transactions. The Client will be guided by the principles of integrity, honesty, and rationality; the Client will not take actions agreed with other Company Clients aimed at causing the Company damage; the Client will not use technical features of the quote stream update on the trading terminal and will not use software errors, defects, and vulnerabilities he discovers in the trading terminal to extract income; will not distribute the information about vulnerabilities to the third parties, will not use unfair and dishonest methods and ways of making trades (transactions) with the Company; the Client will not use insider, confidential information, or any other information, as a result of the use of which the Client might receive any kind of benefit when trading with the Company and/or that might damage the Company;

1.4.4. The Client will comply with legal norms, including international, aimed at combating illegal trading, financial fraud, and money laundering;

1.4.5. The Client will not use the trading terminal or the Company's website to abet illegal financial activity or any other illegal transactions;

1.4.6. The funds transferred by the Client to the Company's accounts are of legal origin; the Client owns the funds legally and has the right to use them; the Client's account will not be replenished from bank accounts and e-wallets of third parties; the Client will not replenish the accounts of third parties' clients or withdraw funds from the Client's account to bank accounts or e-wallets of third parties;

1.4.7. No actions by the Client taken in accordance with the Agreement violate any law, regulation, right, or statutory rules and regulations applicable to the Client or in the jurisdiction of which the Client is a resident, or any other agreement, the terms of which the Client is bound to or which affects any assets of the Client;

1.4.8. To carry out transactions, the Client will use account data from Trading Terminal belonging to him and will not transfer account data to third parties and will not use account data of the Company's clients for trading and (or) non-trading operations; 1.4.9. The Client is not a federal or municipal employee, an employee of a federal or municipal institution, an employee of a federal or municipal organization, an organization in whose capital the state has a prevailing interest; the Client is not a politically significant person, a family member or a relative of a politically significant person; the Client is not a person closely connected with a politically significant person; the Client is not a person connected with the United States or with another country in which the Company does not operate. The

terms used in this paragraph are interpreted and applied by the Company at its own discretion in accordance with the norms of international legislation and/or legislation of a particular state, generally accepted terms and definitions, customary business practices.

1.5. The subject of the Agreement is the definition of the general conditions for the Parties to make transactions (trades), the content of and procedure for which are set out in this Agreement. The Company at its discretion establishes and may change the material terms of transactions (trades), including, but not limited to, the expiration date, impose restrictions on the number of concurrent trades, on the number of trades that the Client may make in the time period set by the Company, and on trades with certain underlying assets within a certain time period.

1.6. The Company may hire third parties to perform this Agreement. The company is not responsible for services provided by such third parties.

2. Terms and Definitions

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

2.2. Trade (contract for differences) - a derivative financial instrument which is based on the price difference of the Underlying Asset (currency pairs, commodities, futures, forwards, options, assets, bonds and etc.) Information about available trades and trading terms is provided on the Trading Terminal.

2.3. Base Currency - the first currency in the quote Currency pair which is the Underlying Asset of any individual trade.

2.4. Underlying Asset - the asset on which the Trade is based, namely: (currency pairs, commodities, futures, forwards, options, assets, bonds and etc.)

2.5. Balance - the total amount on Client's Account after the last trade at the time of a completed trade and transactions to deposit and withdraw funds.

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

2.7. Account Currency - the currency selected by the Client when he opens an account at the Company or after opening an account.

2.8. Currency Pair - a type of Underlying Asset consisting of two currencies (the Base Currency and the Quote Currency).

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

2.10. Closed position - the result of the termination of Trade with respect to an 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 or DFI) is a trade consisting of two transactions -making a trade and closing a trade, as a result of which the Client either receives the trade amount plus profit or loses all or part of the trade amount. The Company does not give the client the opportunity to assume obligations exceeding the trade amount, but the Company does give the Client the opportunity to use a multiplexer. Up-to-date information on the trades and their terms is displayed on the trading terminal.

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

2.14. Quote - the current Underlying Asset price displayed on the Trading Terminal.

2.15. Log entry - an entry in the database made by the Company server that, with accuracy to the millisecond or if this is technically impossible, with accuracy to the second, documents all Client inquiries, orders and instruction and the result of their processing. Each Client contact with the trading terminal and dashboard is documented in a log entry. These server data are a primary source of information and are used by the parties as evidence if disputes related to the performance of the Agreement arise. Information from a Company server Log entry has unconditional priority over all other arguments during the consideration of a dispute, including over information from the Client's trading terminal Log file. The Company reserves the right not to keep Log entries.

2.16. Margin - the amount funds on the account balance required to open positions and maintain open positions according to Instrument Specification for each Underlying Asset of a Trade.

2.17. Multiplier - the ratio between the change in the trade amount on the Trading Terminal and a change in a quote for 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 actions with respect to trading transactions, including but not limited to: sniping (making trades at a good time with the use of special software; placing orders "buy stop" or "sell stop" 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 streams; the illegal use of the trade cancellation function on the Trading Terminal; the use software robots, "spiders" and other automated software tools on the terminal; the intentional or unintentional closing of a 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 alone or in the cooperation with other persons and / or related accounts, including accounts held in different legal entities within the Company, which individually or separately have the purpose of illegal use of the Trading terminal.

2.21. Force majeure - any of the circumstances listed in section 7 of this Agreement.

2.22. Investment amount - the amount of money in the account currency invested by the Client into a Trade.

2.23. Trade volume - the volume of investments multiplied by the Multiplier.

2.24. Order - an instruction given by the Client to the Company in accordance with clauses of this Agreement.

2.25. Open position - a trade that is made to buy or sell and that has not been closed / completed.

2.26. Pending order - an order to buy or sell at a price which is different from the current market price.

2.27. Written notice - a written notice is considered a notice sent by the Company to the Client in the following ways: by e-mail via the internal messaging system on the trading terminal, by commercial courier service, by airmail, through the Company's Website. A written notice sent by the Client to the Company is deemed a notice if given in the following ways: by email, by fax, by mail, by a commercial courier service.

2.28. Trade confirmation - a message from the Company confirming that an order has been executed.

2.29. Rules - laws, rules, regulations, procedures and standards that are currently in effect.

2.30. Rules in respect to the client funds - regulations governing actions with respect to the Client's funds.

2.31. Slippage - the difference between the expected execution price and actual price of the Trade. Slippage may occur during periods of high market volatility (for example due to important news) which can make execution at the desired impossible, if Market Orders are used, and during trading with high-volume Orders when it is impossible to execute the Order at the desired price because of the lack of sufficient liquidity.

2.32. Working Day - any day except Saturdays, Sundays, 1 January and any other public holiday of the country of incorporation of the Company and any international public holiday.

2.33. Registration Form - the form that the Client fills out for the purpose of receiving Services under this Agreement and with which the Company, among other things, receives data necessary 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 which is held for carryover to the next day. Information about a carryover commission for a trade is displayed on the Trading Terminal.

2.36. Buy Trade - a trade when the Client makes profit if the quote for the Underlying Asset goes up.

2.37. Sell Trade - a trade when the Client makes 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 Specification - the sum total of material terms of Instruments, including but not limited to, the Underlying Asset, the opening and carryover commission, margin requirements etc. displayed on the Trading Terminal.

2.40. Stop out - a situation when the Company has the right to close one or more Open Positions of the Client at the current or the last market currently price if the Client's Trade losses equal or exceed the Investment Amount of the Trade.

2.41. Material terms of a trade - the information necessary for the Client to place an Order and make a Trade, including but not limited to: The Underlying Asset, direction (Buy/Sell), trade opening Quote, trade closing Quote, the type and size of the Order, Multiplier, Commissions.

2.42. Account (Client's account, Trading account) - any personal trading account which the Company opens for the Client to trade, in which funds transferred by the Client to make trades are posted; from which the trade amount is debited when a trade is made; and to which income is credited when a trade is closed and the material terms of a trade are met. The Client has the right to have only one Client's account. In case of violation of this rule, the Company has the right to refuse the Client in further service (rendering of services), to terminate this agreement, and to block further possibility to carry out operations without explanation and without payment of funds from the Client's account. It is not a violation of this clause of the Agreement when the Company, if possible and 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 between the Company and the Client, which are governed simultaneously by this Agreement and other agreements, agreed between the Company and the Client, for which the Company has the discretion to grant the Client the right to use the Client's account to engage in trading transactions which are not prescribed in this Agreement.

2.43. Trading Terminal - software that can provide real-time information to the Client about quotes to carry out trading and non-trading transactions and receive messages from the Company. Entry to the Trading Terminal is protected by a password, which the Client sets at registration on the Company's site. All instructions carried out through the Trading Terminal are deemed carried out personally by the Client. Clients from countries whose laws prohibit trading options or other over-the-counter derivatives and the employees, affiliates, agents and other representatives of the Company and their relatives are prohibited from using the trading terminal. The part of the Trading terminal with which a Client can carry out non-trading transactions in this Agreement may be called the Dashboard.

2.44. Requirement for additional margin security - a notification sent to the Client because Margin required to open or maintain positions in the Account is insufficient.

2.45. Required security to open and maintain positions - the margin required to open and maintain Locked Positions.

2.46. Authorized Person - any legal entity to which the Company may transfer authority within the framework of this Agreement.

2.47. Services - services provided by the Company under this Agreement.

3. Communications and Provision of Information

3.1. The Company may use the following channels and communication methods for communication with the Client:

-E-mail;

-Facsimile communication;

-Telephone (voice communication and sending of text messages);

-Postal mail;

-Various types of messages sent to the Client in the trading terminal, dashboard, browser window, etc., (push notifications, reminders, service messages, etc.);

-Official groups of the Company in social networks;

-Announcements on the Company's website;

-Any other ways and channels of communication, both known in the present, and those that will appear in the future.

3.2. For efficient communication with the Client to resolve issues related to the Client's transactions, the Company will use the Client's contact information given at the Client's registration or modified in accordance with clause 4.4 of the Agreement. The Client agrees to receive messages 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) after 1 (one) hour from the moment of its sending to the e-mail address(e-mail);

2) immediately after sending it by fax;

3) Immediately after the end of the telephone conversation;

4) immediately after sending a text message;

5) after 7 (seven) calendar days from the date of the postal mail;

6) immediately after placing the announcement on the Company's website.

3.4. The Client has the right to use the e-mail help@olymptrade.com, and other e-mail addresses and telephone numbers specified in this Agreement and on the Company's website for communication with the Company.

3.5. The Client understands and agrees that, if the Client behaves improperly in communicating with a Company employee, the Company reserves the right to unilaterally terminate this Agreement.

3.6. The Company has the right to use the contact information provided by the Client to send information, marketing and advertising materials, and service messages and to handle other tasks. The frequency of messages to the Client is set by the Company at its discretion. If the Client wishes to refuse to receive information (and other) messages from the Company, he/she must unsubscribe by clicking on the "Unsubscribe" link (if this method is provided by the message format) or by contacting the support department.

4. Rules for Use of the Company's Services

4.1. At registration, the Client must provide correct and accurate identification information in accordance with the requirements of the Client registration form.

4.2. After successful registration, the Client is given access to the trading terminal, the ability to deposit funds on the Client's account (deposit security assets on the Client's account to be able to make trades with instruments) and the ability to carry out other transactions.

4.3. The Client must promptly inform the Company about changes to identification and contact information (within 7 (seven) days after that change) by making the appropriate changes on the trading terminal or in any other way offered by the Company. To identify the Client and to inspect the origin of the Client's funds at any time after registration, the Company has the right to ask the Client for any identification document (these documents include identity documents; documents confirming the residential address; documents indicating the Client's financial standing, and other documents at the Company's discretion). The Company reserves the right to suspend non-trading and/or trading transactions on the Client's account if it finds that the Client's identification information is incorrect or inaccurate. If the Client has not provided the requested documents, the Company has the right to block the Client's access to the trading terminal until the client's identification procedure is completed. The Company also has the right to demand that the Client undergo the identification procedure by a personal visit to a Company-authorized agent provide documents, the list of which is determined by the Company at its discretion.

4.4. Access to the trading terminal is password protected.

4.4.1. The Client confirms and agrees that access to the trading terminal will be by a password which the Client set independently at Client's registration. The Client may not transfer the password to the trading terminal to third parties.

4.4.2. The Client fully accepts the responsibility for saving the password and ensuring its safety from unauthorized access by third parties.

4.4.3. All orders made through the trading terminal with the password are considered made by the Client personally unless the Company establishes otherwise.

4.4.4. Any person who has access to the trading terminal by entering a password is identified as the Client, unless the Company has established otherwise.

4.4.5. The Company is not responsible for any losses that the Client may incur in case of theft, loss, or disclosure of the password to third parties or unauthorized use of the registration information by third parties.

4.5. The Client has the right to change the access password to the trading terminal himself or to use the password recovery procedure established by the Company.

5. Procedure for Making Claims and Dispute Resolution

5.1. The Parties agreed that they will try to resolve all disputes between the Client and the Company regarding transactions, calculation of payments, and other actions provided for by the Agreement through negotiations.

5.2. In case of a dispute, the Client has the right to present the Company with a claim/complaint or send the Company a statement/appeal. All claims/complaints/applications/appeals concerning the Client's transactions must be submitted in compliance with the following requirements:

5.2.1. a claim/complaint/application/appeal must be submitted in writing;

5.2.2. a claim/complaint/application/appeal must contain the following information: Full name, Client e-mail, Client account number, date and time of the dispute, brief description of the situation in dispute, the Client's demands; the amount of the claim and its substantiated calculation (if the claim has a monetary value); the circumstances on which the claims and evidence confirming them are based, including a reference to the clause of this Agreement (Annexes) that, in the Client's opinion, was breached; the list of documents and other evidence, authenticated by the Client, attached to the claim (complaint); other information necessary to resolve the dispute;

5.2.3. a claim/complaint/application/appeal must be sent by the Client no later than 5 (five) business days after the occurrence of the event that is the basis for filing the relevant claim (complaint). The Client agrees that a delay in the filing of the claim (complaint) is grounds for refusal to consider it;

5.2.4. a claim/complaint/application/appeal may be emailed to claim@olymptrade.com, registered or certified letter, or by other means of communication that provide proof that it was sent (including use of facsimile) or is signature-required.

Claims/complaints/applications/appeals set forth and sent in another form are not accepted for consideration.

5.3. A claim/complaint/application/appeal should not contain:

- (a) Emotional assessment of the controversial situation;
- (b) Abusive statements made against the Company;
- (c) Profanity.

5.4. To respond to a claim/complaint/application/appeal, the Company has the right to request additional documents and information from the Client. Claims/complaints/applications/appeals are considered based on the information stated by the Client and the log records of the Company's server. Company server log records have an absolute priority over other evidence. The Company is not responsible for incomplete transactions and does not indemnify financial damage or emotional distress suffered by the Client in connection with the loss, in his opinion, of profit. When considering a dispute, the Company will not consider the Client's references to data from other companies and sites.

5.5. The Company has the right to deny a claim/complaint/application/appeal if the terms of this section are not met.

5.6. The Company must consider a claim/complaint/application/appeal within no more than 10 working days after the submission date.

5.7. If the Company does not resolve the Client's claim/complaint/application/appeal through the dispute resolution process described above, the Client has the right to submit an application for consideration of the claim to the Financial Commission (www.financialcommission.org).

5.8. In addition to dispute resolution procedure set forth in clauses 5.2.- 5.7., the Client has the right to resort to court, provided that the mandatory claims dispute resolution procedure is complied with. The claims dispute resolution procedure is deemed complied with if: a) the form and content of the claim meet the requirements of clauses 5.2.1., 5.2.2., and 5.2.3.; b) the claim is sent to the Company's registration address; c) the Client has confirmation of receipt of the claim by the Company; d) the deadline for response to the claim has expired. The deadline for response to the claim is 60 (sixty) calendar days after the Company receives the claim.

5.9. If disputes arise, the Company reserves the right to block all or some of the transactions on the Client's account until the disputes are resolved or the Parties reach an interim agreement.

6. Governing Law

6.1. This agreement is made in the country of Saint Vincent and the Grenadines (hereinafter the country of Company registration) and is regulated by the law of the country of Company registration. Services under this Agreement are provided in the country of Company registration.

6.2. The Client unconditionally:

(a) agrees that the courts of the country of the Company registration have the right of exclusive jurisdiction, which shall determine any procedural action in respect to this Agreement;

(b) subordinates to the jurisdiction of the courts of the country of the Company registration;

(c) refuses to protest any of the proceedings in any such court;

(d) agrees never to claim that such a place of litigation is uncomfortable or that it has no legal effect on the Client.

7. Force Majeure

7.1. If the Company has sufficient grounds, it may claim force majeure events. Force majeure circumstances include (without limitation):

(a) Any act, event, or phenomenon (including, but not limited to, any strike, riots, or civil strife, terrorist acts, wars, natural disasters, accidents, fires, floods, storms, power outages, Interruptions in the work of communication, software or electronic equipment, incorrect operation of any kind of equipment or software, instability of the flow of quotes, interruptions in operation or instability of the liquidity service providers, etc.), which, according to the Company's reasonable opinion, led to the destabilization of the market or the markets of one or more assets (instruments);

b) Suspension of work, liquidation or closure of any market, or absence of any event on which the Company bases quotes, or imposition of restrictions or special or non- standard terms of trade in any market, or in respect to any such event.

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

a) cancel any or all open trades of the Client directly or indirectly caused by force majeure;

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

c) take or, on the contrary, not take any action in respect to the Company, the Client and other Clients, if the Company reasonably deems it appropriate under the circumstances;

d) to increase time for processing of Client's orders and instructions up to 30 seconds.

7.3 The Company assumes no liability for failure to fulfill (improper fulfillment) of obligations, if that performance is hindered by force majeure events.

8. Liability of the Parties

8.1. The liability of the Parties to this Agreement is determined by the terms of the Agreement and its annexes.

8.2. The Company is liable only for the real damage caused to the Client as a result of the Company's intentional failure to perform its obligations under the Agreement. The Company is responsible for the actions of its employees, structural units, and payment agents, as for its own.

8.3. The Client assumes liability to the Company for losses incurred by the Company at the Client's fault, including:

a) for damage caused as a result of the Client's failure to provide (or late provision) of any documents, the provision of which to the Company is specified by this Agreement and its annexes and for damage caused to Company because of any misstatement of the information contained in the documents provided by the Client;

b) for damage caused to the Company due to abuse of services rendered by the Company to the Client, including damages (losses) caused to the Company by the use of robotic and automated transaction algorithms and/or special software tools as well as other tools, devices, methods, and techniques that ensure and contribute to the violation of the principle of integrity, honesty, and fairness in the execution of transactions;

c) for damage caused by the Client as a result of the actions agreed with other clients of the Company and/or affiliates of the Client aimed at causing the Company losses and for other damage caused to the Company by the Client using other unfair and dishonest methods and techniques for making trades (transactions) with the Company, including using bonuses. In any situation Client affiliates means persons in a kinship relationship of any degree; marital, partnership, or other relationships; residing at the same address as the person; persons using the same devices; persons engaged as a Company Client by the same partner or Client of the Company; and persons engaged in any joint activity with or without the formation of a legal entity. The Company reserves the right to expand the list of situations and attributes in which the Client and third parties may be recognized as affiliated;

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

e) for damage caused to the Company as a result of extracting income from the use of technical features of quote stream update on the trading terminal and of extracting income from the use of software errors and vulnerabilities in the trading terminal;

f) for damage caused to the Company by the Client's use of insider, confidential, or other information that has provided the Client with any kind of advantages in concluding trades with the Company.

The Company has the right to debit these losses from the Client's account and/or accounts of other persons (subject to the establishment that these accounts belong to the Client (or the Client's accomplices) using the Company's technical and other equipment and tools). The Company also has the right to block the further execution of transactions on the trading terminal and the dashboard for Clients in respect to whom the Company has sufficient grounds and suspicions to classify their actions (including joint actions with other Client's) as aimed at causing damage to the Company, to debit the funds from the Client's account in favor of the Company.

8.4. If the Client breaches this Agreement, the Company has the right to:

8.4.1. Review the extent of the Company's financial obligations to the Client and make changes to the Client's account information (balance);

8.4.2. Suspend the provision of services to the Client, 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 sufficient actions to eliminate the reasons for blocking access to the trading terminal. If the Client does not take any measures and actions within 30 (thirty) days to eliminate the reasons for the blocking, the Company has the right to debit all funds from the trading account. The Company must return previously debited funds to the trading account, if the Client fulfills all the requirements necessary to stop the blocking of the trading account.

8.5. If the Client breaches any terms of the Agreement and its integral parts listed in clauses 1.2, including refusal to undergo necessary checks and refusal to provide necessary information, the Company has the right to terminate the Agreement; to void any Client transaction; to close one, several, or all Client trades at any time, at its own discretion; and to stop rendering services to the Client and return funds to the Client or not at its discretion. Any breach of the terms listed in this section, deprives the Customer the right to demand payment or refund from the Company. 8.5.1. If the Company terminates the Agreement with the Client for breach, the Client has no right to open a new account, including by entering the third-party data during the registration. If the Company discovers that the Client has breached this clause, the consequences stipulated in the section 8.5 of this Agreement will apply.

8.6. The Company assumes no liability to the Client for any damages, losses, lost profits, missed opportunities (because of possible market movements) and expenses or damages incurred by the Client as a result of trades in accordance with terms of this Agreement.

8.7. The Company assumes no liability in case of discrepancy in the process of determining the financial result of the Client's trades - information displayed on the Client's trading terminal and information on the Company server. To resolve this discrepancy, the Company will adjust the data in the trading terminal in accordance with the information available on the Company server.

8.8. The Company is not responsible for the Client's losses, if those losses result from hacker attacks, accidents (malfunctions) on computer networks, communication networks, power grids or telecommunication systems, etc., directly used to approve the material terms of Client transactions or to support other Company procedures that were not the Company's fault.

8.9. The Company is not responsible for technical failures and/or interruptions in trading terminal operation because of hacker attacks, accidents (malfunctions) of computer networks, communication networks, power grids or telecommunication systems, etc., or losses caused by such a failure and/or interruption.

8.10. The Company is not responsible for the results of transactions that the Client decided to enter into on the basis of analytical materials provided by the Company and/or third

parties. The Client has been informed that transactions carried out in accordance with this Agreement involve the risk that expected income will not be received and that part or all of the funds credited to the Client's account will be lost. The Client acknowledges that, in the absence of fraud, willful default, or gross negligence, the Company assumes no liability for any losses, expenses, costs, or damage of the Client resulting from the inaccuracy of the information provided to the Client, including, but not limited to, information about the Client's trading operations. While the Company reserves the right to cancel or close any Client trade under certain conditions described in this Agreement, all transactions performed by the Client based on this inaccurate information or errors, nevertheless, remain in force and are binding on both the Client and the Company.

8.11. The Company assumes no liability for any losses that the Client may incur in case of theft, loss, or disclosure of the access password to the trading terminal to third parties. The Client assumes full responsibility for saving the password and ensure its safety from unauthorized access by third parties.

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

8.13. The Company assumes no liability for any consequential, special, incidental, or punitive damages incurred by the Client, including but not limited to loss of profit, loss of expected savings, or loss of income, even if the Company informed the Client about the possibility of such damages. Non-pecuniary damages are not indemnified. 8.14. The company reserves the right at any time to consider the Clients breaches, regardless how old they are and, if it discovers breaches, to take measures in accordance with this Agreement.

9. Term and Termination of the Agreement

9.1. This Agreement comes into force when it is made (the Client's registration on the website or in the Company's trading terminal) and is valid for an indefinite period of time.

9.2. Either Party may terminate this Agreement unilaterally:

9.2.1. The Agreement will be deemed terminated at the initiative of the Company as of the date indicated in the notification sent by the Company to the Client;

9.2.2. The Agreement will be deemed terminated at the Client's initiative 5 (five) business days after the Company receives the Client's written notification containing the declaration of termination of the Agreement, provided that the Client has no outstanding obligations under this Agreement. The Client must send notification of termination of the Agreement to the Company's address set forth in clause 1.1. of the Agreement or to the e-mail address help@olymptrade.com.

9.3. This Agreement will be deemed terminated in respect to the Parties when the Client and Company fulfill their mutual obligations on previous transactions and each Party has paid all debts.

10. Final Provisions

10.1. The Company unilaterally makes amendments and additions to this Agreement and annexes to it. All amendments and additions made by the Company that are not related to the circumstances specified in this Agreement become effective on the date specified by the Company.

10.2. Amendments and additions made by the Company to the Agreement and its annexes in connection with the change of laws and regulations governing the subject of this agreement and the rules and agreements of trading systems used by the Company to discharge its obligations under the Agreement come into force simultaneously with the entry into force of the changes in the said documents.

10.3. When amendments and additions made by the Company come into force, they will apply equally to all Clients, including those that entered into the agreement before the effective date of the amendments.

10.4. To ensure that the Client that entered into the Agreement is familiar with amendments and additions before they come into force, the Client must visit the Company website or trading platform at least once a week on its own or through authorized persons for information about any amendments and/or additions that have been made.

10.5. By providing the Company with his personal information in any form and in any way (in case of any actions on the Company's website, through the Company's contractors, etc.), the Client thereby gives the consent to the Company and its partners for automated and unautomated processing of the personal information provided by it for the purpose of performing this Agreement, running advertising campaigns, providing him with advertising, informational, and marketing materials, and information about the Company's offers and events, and for other purposes defined by the Company, including: to take actions to collect, record, systematize, accumulate, store, clarify (update, modify), extract, use, transfer (distribute, grant access to), depersonalize, block, delete, destroy, and transfer personal information across borders. Consent is given for the period of 75 years (or until the expiration of the retention period for the relevant information or documents that contain this information as defined in accordance with the current legislation of the Company's location). Consent is withdrawn in accordance with the legislation by contacting the Company at the location of the Company. Contact information is available on the Company's website. The Company guarantees the confidentiality of personal information provided by the Client, except in cases established by applicable law and force majeure events.

10.6. The Client has the right to use the information provided to the Client both orally and in writing by the Company or by third parties, access to which has been granted to him within the scope of the services under the Agreement only to carry out the transactions stipulated in this Agreement. The Client may not in any way distribute, modify, supplement, or store the specified information in independent archives. In any case the scope of authority granted to the Client in respect to information placed by third parties may not exceed the scope of authority received by the Company from a third party. The Company does not guarantee that the information placed by third parties is credible,

accurate, and up-to-date and will be provided on a permanent basis without interruptions. Nor is the Company responsible for the results of transactions (losses, loss of profit, loss of income, reputational damage, etc.) that the Client decided to enter into on the basis of information, both oral and written, placed and/or provided to the Client by the Company or by third parties.

10.7. The Company may fully or partially transfer the rights and obligations under this Agreement and the annexes hereto to a third party if such person undertakes to fulfill the terms hereof. This transfer of rights and obligations does not require prior notification of the Client by the Company and shall be made at the time the adequate information is published on the Company's website.

10.8. The Client may not assign his rights, impose his duties, or carry out any other act of transfer of rights or obligations under this Agreement without having the prior written consent of the Company. If this condition is breached, any such assignment, imposition, or transfer will be considered invalid.

10.9. The Company, its partners, and any other affiliates thereof may have material benefit, a legal relationship, or an agreement in respect to any transaction in the trading platform or in the dashboard, or material benefit, the legal relationship, or an agreement that conflicts with the interests of the Client. As an example, the Company may:

- (a) act as a counterparty in respect to any trading transaction in respect to any financial asset;
- (b) propose another partner of the Company as a counterparty in the trading transaction;
- c) make recommendations and provide services to its partners or other Clients of the Company in the trading transactions in which they have an interest, even though it conflicts with the interests of the Client.

10.10. The Client agrees and grants the Company the authority to act in respect to the Client and for the Client as the Company sees fit, notwithstanding possible conflict of interests or the existence of some financial interest in respect to any transaction on the trading terminal or in the dashboard without prior notice to the Client. The existence of a conflict of interest or financial benefit in respect to any transaction on the trading terminal or dashboard will not affect the Client service by Company employees. The Company may act on behalf of the Client from time to time with those with whom the Company or any other affiliated party has an agreement to receive goods or services. The Company guarantees that such agreements are concluded as far as possible in the best interests of the Client, for example, such agreements allow access to information or other services that would otherwise be inaccessible.

10.11. If any provision of the Agreement (or any part of any provision) is deemed unenforceable by a court of proper jurisdiction, that provision will be considered as a separate part of the Agreement and this will not affect the lawful force of the rest of this Agreement.

10.12. The Company has the right to suspend services to the Client at any time (prior notification of the Client is optional).

10.13. In the event of situations not described in the Agreement, the Company will act in accordance with accepted market practice based on the principles of honesty and fairness.

10.14. The Company has the right to prepare and use the texts of the Agreement and its annexes in languages other than English. If there is a contradiction between the text of this Agreement and its annexes in English and the relevant texts in other languages, the English text will prevail. The text of the agreement published on the Company's website will prevail over the text of the Agreement published elsewhere.

11. List of countries in which the Company does not operate

11.1. The Company does not operate in the following countries and does not provide services to individuals connected with those countries: Gibraltar, the Isle of man, Guernsey, Jersey, Australia, Canada, USA, Japan, Austria, Belgium, Bulgaria, Croatia, Cyprus, Liechtenstein, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Iceland, Italy, Israel, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, New Zealand, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Switzerland, Sweden, Great Britain, Russian Federation, Belarus, Islamic Republic of Iran, Turkey, DPRK;

11.2. Individuals associated with a country are defined as:

11.2.1. Those having citizenship, a residence permit, or other similar document of a country in which the Company does not do business;

11.2.2. Those residing in the state in which the Company does not operate or is a resident of a country in which the Company does not do business or whose mailing address or residential address is in a country in which the Company does not do business;

11.2.3. Those born in a country in which the Company does not do business;

11.2.4. Those having a phone number with the code of a country in which the Company does not do business; those having an IP address associated with a country in which the Company does not do business;

11.2.5. Those having another connection with a country in which the Company does not do business as determined by the Company at its discretion.

11.3. If it is found that the Company's services are being provided to persons connected with a country in which the Company does not do business, the Company has the right to apply the consequences listed in clause 8.5. of the Agreement.