

# Legal Documents

## Terms and conditions

PLEASE READ CAREFULLY

THESE TERMS AND CONDITIONS APPLY TO THE BITCOIN (CRYPTOCURRENCY (VIRTUAL CURRENCY) BASED TRADING PLATFORM ('TRADING PLATFORM') ON THE WEBSITE (Speargpt.com) ('www.speargpt.com') AND THE TRADING SERVICES ('SERVICES') OFFERED THROUGH THE TRADING PLATFORM ON THE WEBSITE. IF YOU DO NOT AGREE TO ANY OF THE PROVISIONS OF THE TERMS AND CONDITIONS, YOU SHOULD STOP USING THE TRADING PLATFORM, WEBSITE, AND SERVICES IMMEDIATELY.

Trading in leveraged cryptocurrencies and use of the Trading Platform (which allows high leverage investments) carries a high level of risk. Make sure you fully understand the risks involved before downloading the software and accessing the Trading Platform and take investment, financial, tax or other advice if necessary. Leveraged crypto trading may not be suitable for every customer. A detailed explanation of the risks associated with trading on the Trading Platform is set out in these terms of use and our Risk

Disclosure Notice. You should ensure you fully understand such risks before entering into the Client Agreement and using the Trading Platform.

Please Note: Leveraged cryptocurrency trading products are complex instruments and come with a risk of losing money rapidly due to unmonitored leverage. 63% of retail investor accounts lose money when trading with this provider. You should consider whether you understand how cryptocurrencies or any of our other products work and whether you can afford to take the risk of losing your funds.

### TERMS OF USE

1.1 Speargpt (Speargpt.com) is a Bitcoin (CryptoCurrency) (Virtual Currency)-based trading platform operated by Speargpt a Company incorporated in Switzerland Speargpt shall be referred to as 'Speargpt', 'Speargpt', 'Company', 'us' 'our' or 'we'. The users of the Site shall be referred to as "you," "your" or "yourself". These Terms and Conditions (these 'Terms') are a binding agreement between the Company and you, the person who uses the services described herein and/or the Website (the 'Client', 'you'). You should read the entire Terms of Use carefully before you use the Site or any of The Services. If you do not agree to any term of these Terms of Use, you are forbidden to use the Site and the Services.

1.2 By your use of the Trading Platform on our Website and/or opening an account to use our Services (the 'Account'), you agree to comply with the terms and conditions governing your use of the Trading Platform on our Website.

1.3 By accessing, viewing or downloading information from the Trading Platform and using the Services provided by the Company, you acknowledge that you have read and considered, and you understand and unconditionally agree to be bound, by these Terms. The Company may, at any time, without notice, amend the Terms. You agree to continue to be bound by any such amended Terms and that the Company has no obligation to notify you of such amendments. You acknowledge that it is your responsibility to check these Terms periodically for changes and that your continued use of the Trading Platform and Services offered by the Company following the posting of any changes to the Terms indicates your acceptance of any such changes.

1.4 The Trading Platform and the copyright in all text, graphics, images, software and any other materials on the Trading Platform are owned by the Company, including all trademarks and other Intellectual Property Rights in respect of materials and Services

on the Trading Platform as indicated below. Materials on the Trading Platform may only be used for personal use and non-commercial purposes.

1.5 You acknowledge that 'Speargpt' is a registered TradeMark of the Company. You may reproduce such TradeMark without alteration on material downloaded from the Website to the extent authorized above, but you may not otherwise use, copy, adapt or erase such Trade Mark.

1.6 You shall not in any circumstance obtain any rights over or in respect of the Website and Services (other than rights to use the Website and Services pursuant to these Terms and any other terms and conditions governing a particular service or section of the Website, including the Trading Platform) or hold yourself out as having any such rights in respect of the Trading Platform, Website or Services.

1.7 You acknowledge that you are responsible for your trading decisions. We do not and will not provide any advice in relation to a Transaction, your portfolio or trading strategy. This means that we will not make personal recommendations or advise on the merits of purchasing, selling, or otherwise dealing in particular investments or executing particular Transactions, any tax consequences or the composition of any Account or any other rights or obligations attaching to such investments or Transactions. Therefore, you must rely on your own judgment in deciding to enter into or close a Transaction.

1.8 We are committed to protecting your privacy. you should also carefully read our Privacy Policy at our Website (the 'Privacy Policy'). The Privacy Policy is a part of our Terms and Conditions policy and is incorporated therein by references. The Privacy Policy of this platform outlines the practices and covers topics such as collecting, using, and disclosing your information when the users avail Company's services. you agree to comply with the terms and conditions of the Privacy Policy. You acknowledge that the privacy policy (made available on the Site) (the "Privacy Policy"), is an integral part of

these Terms of Use, and by using the Services, you also agree that you have read, understood, and accepted the terms of the Privacy Policy.

1.9 No Investment Advice. Any Financial Data, prices, leverage, margin or other information available to you on the Website or the Trading Platform or offered by us in any other form or by any other means whatsoever ("Content"), is provided as general market commentary on a best endeavors basis and does not constitute investment advice. Furthermore, such Content is subject to change at any time without notice. Whilst we do take reasonable measures to ensure the accuracy of such information, we will not accept liability for any loss or damage, including without limitation, any loss of profit, which may arise directly or indirectly from use of or reliance on such information.

1.10 The Company does not in any of its publications take into account any particular User's investment objectives, special investment goals, financial situation, and specific needs and demands. Therefore, all publications or marketing material, intended for informational and/or marketing purposes only and should not be construed as:

- business, financial, investment, hedging, legal, regulatory, tax or accounting advice,
- a recommendation or trading idea, or
- any other type of encouragement to act, invest or divest in a particular manner.

1.11 We will not be responsible for any loss arising from any investment based on such general information.

1.12 Past Performance Is No Indication. The Company may make reference to past performance. Past performance is not a reliable indicator of future performance. Indications of past performance displayed on this website will not necessarily be repeated in the future. No representation is being made that any investment will or is likely to achieve profits or losses similar to those achieved in the past or that significant losses will be avoided.

#### ACCESS CONDITIONS

2.1. In order to use our Services and initiate any Transaction, you must open an Account through our Website and undergo our registration process, including without limitation, our Know-Your-Client process ('KYC'), which may include, without limitation, your name,

identification number, birthdate, e-mail address, postal address, telephone number, as applicable ('Registration Details'). You will use your Log-In to access your Account and Registration Details, as well as to access any other information that may be posted to your Account from time to time, such as transactional activity once you have been approved to use our Services.

2.2. You understand and accept that we may require you to provide certain information and documentation as part of our KYC procedure to verify your Registration Details and confirm your identity and eligibility to use our Services. During this verification process, we may require and request certain documents from you, which may include, without limitation, proof of address, such as a utility bill, proof of blockchain, and a copy of a government issued identity document. We reserve the right to require certified or notarized copies at your expense. You understand and accept that we shall be under no obligation to accept any documents as valid. In addition to documentation, we may also choose to verify your identity through a video and/or audio call conference.

2.3. Along with the KYC process, we have implemented certain anti-money laundering and counter-terrorism financing policies (the 'AML policy'). Money laundering means the disguising of the source of proceeds derived from criminal activity so that it appears as though such proceeds came from legitimate sources of income. In order to prevent any criminals from laundering or attempting to launder criminal proceeds through our Website or Services, the Company has set forth the AML policy, available at the Website. The AML policy comprises of procedures that will help us identify and mitigate the risks of financial crimes, including money laundering and financing of terrorism.

2.4. You acknowledge that in order to conduct such verification process and/or background checks, in accordance with our KYC procedure and AML policy, we may perform inquiries, directly or indirectly through third party service providers to prevent fraud, suspicious activity, misidentification, money laundering or any other prohibited activity. You agree and consent to the Company's transfer of your information as required for its legitimate business purposes, including but not limited to for the completion of any KYC or AML processes. The Company will retain your relevant

KYC/AML information for the period necessary to perform the KYC/AML reviews, and as required to comply with the Company's legal obligations.

2.5. We reserve the right to take any action we deem necessary with respect to the outcome of our KYC/AML processes. In the event that you fail our reviews for any reason, you may be prevented from or limited in using our Services or accessing the Website, and we may report any indications we may find, together with your personal information, to the competent authorities. You understand that the outcome of such KYC/AML reviews, including a decision not to approve you to use our Services or report to the authorities, is within the Company's sole and absolute discretion, and we are under no obligation to provide feedback on the exact nature of our findings.

2.6. We may request you to provide additional KYC information and/or documentation, in our sole discretion. Such requests may be made at any time during our business

relationship with you, and we may suspend or restrict you from using any or all of the Services until your provision of required information and/or documentation, to our full Satisfaction.

2.7. You consent to the Company providing certain information and/or documentation about you to third party service providers, including payment processors, as shall be required to provide you with the Services, including for the purpose of conducting any KYC/AML procedures, completing a Transaction with you, or delivering any payments to You.

2.8. You warrant and represent that all Registration Details that you provide to us are true, accurate and complete, and that you shall promptly update your Registration Details upon any changes to this information. You further represent and warrant that any Bitcoin Cryptocurrency (Virtual Currency) transfer and Virtual wallet which you use to fund your account belongs to you and is in your name.

2.9. You further acknowledge and represent to us the following:

a) You are at least 18 years of age and of legal age to enter into a binding agreement in your location;

b) You are of sound mind and capable of taking responsibility for your own actions with the full legal capacity to accept these Terms; and have the full legal capacity to accept these Terms of Use and enter into a transaction involving Bitcoin (CryptoCurrency) (Virtual Currency).

c) The purpose of your Account is for your own personal use;

d) Any Bitcoin (CryptoCurrency) (Virtual Currency) withdrawal address or wallet you provide is your own and that you have full control over this address;

e) It is your responsibility entirely to provide us with correct details including your withdrawal address. We accept no liability resulting in you not receiving the Bitcoin (CryptoCurrency) (Virtual Currency) withdrawn due to you providing incorrect or out-of-date details. It is also your responsibility to ensure that instructions, orders or transactions sent to us are well-formatted, clear and denominated in the correct currency. The Company excludes all liability for any incorrect transactions, including, but not limited to, Litecoin sent to Bitcoin (CryptoCurrency) (Virtual Currency) addresses and vice-versa:

f) You shall be fully responsible for any activities undertaken by you on or through the Website;

g) You are the legal owner (or an appropriately authorized representative of the legal owner) of the funds you add to your Account with the Company and the same funds derive from a legitimate source;

h) Your use of the Services does not constitute a breach of any applicable law;

i) You are aware of the risks in using the Services provided by the Company and have the necessary experience and knowledge to understand the risks involved in relation to each Service provided by the Company. These risks include the high volatility risk of the Transactions, and that you may lose all of the funds in your Account if the market moves against you:

j) You acknowledge and agree that the Services should only be used by you if you:

i) You have knowledge and experience in highly volatile markets;

ii) Are trading Bitcoin (CryptoCurrency) (Virtual Currency)s and Transactions where you can afford to lose; and

iii) You have a high-risk tolerance;

k) You will not be involved or initiate any form of market manipulation, including spoofing orders or otherwise;

l) The information or documents you provide as part of any ID verification or KYC/AML process are correct, genuine and up to date;

m) You are not allowed to access or use the Website or the Services if you are located in, incorporated or otherwise established in, or a citizen or resident of any Restricted Jurisdiction,

n) You have not;

(i) violated;

(ii) been fined, debarred, sanctioned, the subject of economic sanctions-related restrictions, or otherwise penalized under;

(iii) received any oral or written notice from any government concerning actual or possible violation by you under; or

(iv) received any other report that you are the subject or target of sanctions, restrictions, penalties, or enforcement action or investigation under, any applicable law (including but not limited to anti-money laundering laws, counterterrorism financing laws, anti-corruption laws or economic sanctions laws)

2.10. You understand that you are solely responsible for maintaining the confidentiality of your Log-In, Account and Registration Details, and the safeguarding of your Information.

2.11. You are responsible for the security of your Account information on your own personal computer and internet access location. You understand that if your Log-In is 'hacked' from your computer or other device from which you access the Website, due to any viruses or malware, the Company shall have no liability and you shall maintain responsibility. You should report any possible hacks, hacking attempts or security breaches from your computer terminal, or other device, immediately to the Company. You understand that any compromise of your Log-In, Registration Details, and/or other Account information may expose your personal and confidential information to unauthorized access by third parties, which may also result in loss or theft of your funds.

2.12. In the event you have any knowledge of any unauthorized access to your account you should notify us immediately at the contacts provided below, including all relevant Details.

2.13. In the event you create a Log-In, open an Account, and gain access to the Services without our permission, we reserve the right to immediately suspend or terminate your use of the Website as we deem appropriate, as well as suspend or terminate any pending Orders or Transactions. We also reserve the right to seek any other remedy to which the Company may be entitled for such violation, and may take further actions against you.

2.14. You hereby represent and warrant that your use of our Website and Services, including your opening of an Account and any use thereof, are all in compliance with all applicable laws and regulations. Any criminal activity or fraudulent acts committed by you or under your supervision and/or control through your use of the Website and/or our Services are absolutely forbidden. You affirm, warrant, and declare that you shall not perform or attempt to perform any such activity, including but not limited to, fraud, money laundering, illegal gambling operations, terrorist financing, or malicious hacking. You also agree not to hide or alter your IP location and you shall always disclose your accurate and true location.

#### RESTRICTED JURISDICTIONS

3.1. You are not allowed to access or use the Services or the Website if you are located, incorporated or otherwise established in, or a citizen or resident of:

(i) Cambodia, Canada, Cuba, Ghana, Iran, India, Israel, Mongolia, Nigeria, North Korea, Panama, Pakistan, Philippines, Syria, Yemen, the United States, and any other jurisdiction where the provision of our services or cryptocurrency trading would be unauthorized or in contrast of applicable laws; Please also note that we do not provide our services to residents of St. Vincent and the Grenadines

(ii) any state, country or other jurisdiction that is embargoed by the United States of America;

(iii) a jurisdiction where it would be illegal according to any applicable law for you (by reason of your nationality, domicile, citizenship, residence or otherwise) to access or use the Services or the Website; or

(iv) where the publication or availability of the Services or the Website is prohibited or contrary to local law or regulation, or could subject any member of the Company to any local registration or licensing requirements (together, the 'Restricted Jurisdictions'). The Company may, in its sole discretion, implement controls to restrict access to the Services or the Website in any of the Restricted Jurisdictions. If the Company determines that you are accessing the Services or the Website from any Restricted Jurisdiction, or you have given false representations as to your location of incorporation, establishment, citizenship or place of residence, the Company reserves the right to close any of your accounts immediately and liquidate any open positions in your Account.

#### THE TRADING SERVICES

4.1. Our Services allow you to enter into transactions with the Company for leveraged Digital Currency Bitcoin (CryptoCurrency) (Virtual Currency) based trading which give you an opportunity to get exposure to price movement of various underlying assets (the 'Underlying Assets'), against the Bitcoin (CryptoCurrency) (Virtual Currency).

4.2. You can enter into a leveraged Bitcoin (CryptoCurrency) (Virtual Currency) transaction with us (the 'Transaction') by placing an order on the Trading Platform

using Bitcoin (CryptoCurrency) (Virtual Currency) only (the 'Order'). The Order shall state your 'position' - 'buy' (long) or 'sell' (short), the size of the Transaction, the leverage rate, and the Rate (as defined below). By submitting an Order you represent that you have reviewed all the terms of the Order and verify they match your intention. You acknowledge that once an Order is submitted, it may not be canceled by you.

4.3. We provide quotes for our Rates on a best efforts basis. If a Market Disruption Event or an Event Outside of Our Control occurs we may not be able to provide a quote for our Rate or execute Transactions during the Market Hours set out on our Website.

4.4. We may accept Orders by telephone. In the event you place an Order by telephone:

(i) your oral instruction will constitute an Order to enter into a Transaction at the Rates we quote;

(ii) Orders placed by telephone will only be accepted at the current Rate;

(iii) you can place an Order by telephone only by talking directly to an authorized person. We will not accept an Order left with other employees, on an answering machine or on a voice mail facility; and

(iv) an Order will only be valid when our authorized person confirms that the Order has been accepted. After we execute the Transaction, we will update your Account accordingly.

4.5. You may place an electronic Order on the Trading Platform at any time or you may place a telephone Order with an authorized dealer during our Trading Hours, as set out on the Website. However, we will execute Transactions only during times which are both our Trading Hours and the Market Hours for the relevant Market. Market Hours are as stated in the Market Information on the Website, which may change from time to time.

4.6. By placing an Order, you represent that you have fully understood:

(i) the risks involved in the Transactions (including but not limited to those detailed in our Risk Disclosure Policy);

(ii) that by entering into a Transaction you are not gaining any access or right to the Underlying Assets; and

(iii) you are exposed to the Bitcoin (CryptoCurrency) (Virtual Currency) volatility as the Platform is Bitcoin (CryptoCurrency) (Virtual Currency) based.

(iv) that all Transactions are entered into and closed in accordance with the rate as displayed on the Website (the 'Rate'), which we determine at our sole discretion. You acknowledge and agree that such Rate does not reflect any 'market price' or rates quoted by any third party. The Rate is determined by us in such a way as to include a certain margin between the 'Buy' and 'Sale' Rates, which constitutes our profit from each

Transaction.

4.7. You acknowledge that you may not cancel your Transactions. Once an Order is Executed (and becomes a Transaction), your only way to terminate the Order is by

closing it at the closing Rate available at such time. The Company reserves the right to deny processing any Order, or cancel any pending Transaction for any reason whatsoever including, without limiting the generality of the foregoing, as follows:

(i) if required to do so by law, regulation, competent court order, or other competent authority;

(ii) the Company considers any such Order or Transaction as violating any provision of these Terms or applicable law or regulation; or

(iii) any such Transaction places the Company's operation, good name, or reputation at risk. In addition, the Company may take any additional actions available to it under these Terms or other applicable laws and regulations with respect to such Transactions.

#### DEPOSITS AND WITHDRAWALS

5.1. Deposits. In order to enter into a Transaction, you must first deposit Bitcoin (CryptoCurrency) (Virtual Currency)s into your Account. Funds are considered as Bitcoin

(CryptoCurrency) (Virtual Currency)s only. All deposits and withdrawals shall be performed using Bitcoin (CryptoCurrency) (Virtual Currency)s only.

Any Bitcoin deposits will be converted into USD according to the Company's Exchange Rate and such conversion may entail fees imposed by the Company affecting the conversion, which will be available and displayed at the time of the deposit on the Platform. Thereafter, you will be able to use your USD balance displayed on the Platform for your trading activities. You represent to us that you are the sole beneficial owner of the digital wallet or account from which funds are transferred into your Account. When making a Digital Currency deposit, please make sure you send funds to the correct digital wallet address we provide to you. You shall be solely responsible for any mistake in the e-wallet address, and you acknowledge that should you send funds to a wrong e-wallet address such funds may be irrevocably lost, and we will not be held responsible or incur any liability whatsoever for such loss of funds.

5.2. Withdrawals. If you have available Bitcoin (CryptoCurrency) (Virtual Currency) funds in your Account (presented as USD on the Platform), you may make a withdrawal request by following the steps detailed in Annex A. We will process your request and, subject to the funds being available in your Account and your fulfillment with all terms herein, we will transfer the funds to your digital wallet address as instructed by you. A withdrawal request may take up to 5 business days to be processed.

Exchange Rate - is the exchange rate from fiat to Bitcoin and visa versa as determined by us, as shall appear on the Website from time to time (the "Exchange Rate"). You acknowledge and agree that the Exchange Rates do not accurately reflect any rate or price quoted by any third party, but rather represent the exchange rates which we decide to offer, at our sole discretion. The Exchange Rate is only accurate for each moment of display; therefore, the Exchange Rate that appears on the Website upon your initiation of the deposit may not reflect the final rate applied to your conversion.

5.3. By making a withdrawal request, you represent to us that you are the sole beneficial owner of the digital wallet address you provide.

5.4. You shall be solely responsible for providing us with the accurate instructions as to where your withdrawn funds shall be delivered. You acknowledge that if you provide inaccurate addresses, your Bitcoin (CryptoCurrency) (Virtual Currency)s may be irrevocably lost, and we will not be held responsible for such loss.

5.5. Processing Costs. Every transfer of funds may incur certain fees and costs imposed by third parties (e.g. blockchain, etc.), which shall be incurred entirely by you, and the Company shall not incur any such transfer fees on your behalf.

5.6. Processing Times. Every transfer of funds may take time to process or complete. We will do our best to complete any deposit or withdrawal in a timely manner, and you acknowledge and agree that the completion of such actions may take time, either caused by external reasons (such as the completion of a transaction on the blockchain) or due to our internal procedures meant to keep funds secured (e.g. moving the funds

to/from a cold wallet).

5.7. No Custodial Relationship. Your Account balance represents the funds that you are entitled to receive from us or use for trading. The Company does not hold such funds in custody for you, and it may hold all funds received from you in accounts or e-wallets in Company's name or in any other name. Company shall have all rights to do with such funds as its own, including to use it for any other purpose, including for hedging and investment purposes. You acknowledge that you will not be entitled to receive any portion of Company's incomes derived from use of such funds, and you will not be entitled to receive any interest in relation to the funds in your Account.

#### CREDIT TERMS

6.1. We may offer you credits ('Credits') from time to time, at our sole discretion, and depending upon the type of Account which you open on our Website. You may use the Credits for an Order and upon successful execution of any Transaction you may withdraw available funds from your Account in accordance with our Credit Terms and

Deposit and Refund Terms set out on our Website. For the avoidance of doubt, Credits cannot be withdrawn from any Account and will not be considered 'available funds' for withdrawal in accordance with our Deposit and Refund Terms.

## FEES

7.1. You acknowledge and agree that, by using the Services, fees (such as deposit and withdrawal fee will apply).

7.2. Details of these fees are set forth on the Platform as part of the Transaction. a. Inactive Fee. If any funds are deposited in an Account and the Account is not used and/or remain inactive for a period of at least three (3) calendar months from the date of the last action performed in the Account, an Inactive Fee shall be payable to the Company on a monthly basis in the amount of 50 USD per month for the first 3 inactive months and 100 USD per month from the forth inactive month onwards, all as may be amended from time to time.

## Closing Transactions

8.1. If you have an Account with hedging enabled, you can close an open Transaction by selecting that specific trade and closing it. If you open an opposing Order in the same market for the same quantity, both the original and the opposing Transactions will be displayed as open and you will also see the legally binding net position where those Transactions offset each other.

8.2. If you have an Account without hedging enabled, you can close an open Transaction either by selecting that Transaction and closing it, or by opening a Transaction in the opposing direction.

8.3. For some Accounts, if you enter into a closing Transaction in the same Market with a greater quantity but in the same expiry as the open Transaction it offsets, then the original open Transaction will be closed and a new open Transaction will be created for the quantity by which the new Transaction exceeds the original open Transaction.

8.4. You will usually be able to close an open Transaction during Market Hours. However, We reserve the right to reject any Order in accordance with Section 4.9. As a consequence, you may not be able to close the open Transaction and your losses may be unlimited until such time as you are able to close the open Transaction. Where you inadvertently close an open Transaction and promptly notify us of this error, at your request we may (in certain, exceptional circumstances, acting at our sole discretion and as a gesture of goodwill) allow you to take a new open Transaction equivalent to the terms of the original open Transaction duly closed by you in error, with such new open Transaction being reported to the applicable regulatory authorities as such in the normal course of business.

8.5. Unless open Transactions are closed in accordance with this Section 6, rolled over in accordance with Section 7, or are terminated, voided or otherwise closed in accordance with these Terms, they will remain open.

8.6. Where we exercise our rights in accordance with these Terms to close any of your open Transactions, we will, subject to any obligations that we may have under applicable laws and regulations, do so at a time and date determined by us in our reasonable Discretion.

## Rollover

9.1. We may, in our sole and absolute discretion, set an Expiry Date and time for a specific Instrument.

9.2. In the event we set an Expiry Date for a specific Instrument, that date will be displayed on the Trading Platform. You agree that it is your responsibility to make yourself aware of the Expiry Date and time.

9.3. If you do not close an open Transaction with respect to an Instrument which has an Expiry Date, prior to such Expiry Date, the Transaction shall automatically close upon the Expiry Date. The Transaction shall close at a price which will be the last price quoted on the Trading Platform immediately prior to the applicable Expiry Date and time.

9.4. We may allow open Transactions to be rolled in accordance with your instructions.

9.5. If we agree to roll over an open Transaction, then the original open Transaction is closed and becomes due for settlement at the Rate at the time the open Transaction is closed and a new Order will be entered into to establish a new open Transaction in the



relevant Market. The times at which we will close open Transactions which are rolled over are stated in the Market Information on our Website.

#### Overnight Financing

10.1. When trading leveraged Digital Currency, your open Transactions are subject to Overnight Financing at the end of each trading day. This Overnight Financing may be subject to credit or debit, calculated on the basis of the relevant interest rates for the currencies in which the underlying instrument is traded, plus a mark-up. The mark-up for currency pairs is indicated in the Market Information page set out on the Website, excluding exotic currency pairs, which may necessitate higher mark-up levels that may differ between buy (long) and sell (short) positions.

10.2. If the calculated Overnight Financing Percentage is positive, it means that an applicable amount will be added (credited) to your Account balance. A negative Overnight Financing Percentage means that an applicable amount will be subtracted (debited) from your Account balance.

10.3. You can find the relevant Overnight Financing percentage, amounts and their related running times on the Order form, under Tools, within the Market Information tab. To calculate the Overnight Financing, which your Account will be debited or credited with, simply multiply the Overnight Financing percentage with the size of your Order. The calculated value and percentage of an instrument's Overnight Financing applies for one (1) day. Trades that are traded five (5) days a week will be credited or debited with a value 3 times the displayed value during the last day of its underlying asset trading week, as it covers the entire weekend period. The Overnight Financing amount will be converted into the Account's Digital Currency.

#### Margin Amount

If your Account balance is less than the Margin Amount required for the open Transaction you wish to create, we may (and will, where and to the extent this is required by applicable laws and regulations) reject your Transaction. The Margin Amount must be maintained at all times until the open Transaction is closed and may increase or decrease at any time until the open Transaction is closed.

11.2. The applicable Margin Amount for an open Transaction may vary depending on the Underlying Asset and your Account categorization. You will find details of the applicable Margin Amount on our Website.

11.3. Non-standard Margin Amounts may apply:

- (i) for certain Markets derived from options or options related financial instruments;
- (ii) when you are holding positions in two or more Markets in the same Underlying Assets; and
- (iii) when the quantity of a Transaction is greater than our maximum quantity. The details of how we calculate Non-standard Margin Amounts are set out on our Website.

11.4. We reserve the right to change the way in which we calculate Margin Amounts at any time.

11.5. We may notify you of an alteration to the Margin Amount by any of the following means: regular mail, telephone, fax, email, text message or by posting notice of the increase on our Website.

11.6. Your Total Margin will be the aggregate of all Margin Amounts in your Account. We may set a maximum figure for your Total Margin which will act as a limit on the amount of funds we hold as the Margin Amount. If we set a maximum Total Margin we will inform you.

#### Closing Margin Requirement

12.1. If the Total Margin for your Account reaches or falls below the Closing Margin Requirement, this will be classified as a Termination Event under Section 20.1. In such circumstances we may (and will, where and to the extent this is required by applicable laws and regulations) close all or any of your open Transactions immediately with or

without notice. In addition we may, among other things, refuse to execute new Transactions until your Total Margin exceeds the Closing Margin Requirement. It is your responsibility to monitor your Account at all times and to maintain your Total Margin above the Closing Margin Requirement. We will close your open Transactions at the Rate prevailing at the time when your open Transactions are closed.

12.2. We may but are not obliged to contact you before we take any action under Section 12.1.

12.3. You will be notified of the Closing Margin Requirement applicable to your Account on our Website. We may alter the Closing Margin Requirement applicable to your Account at any time, including where this is required to comply with applicable laws and Regulations.

12.4. We will be entitled to notify you of an alteration to your Closing Margin Requirement by any of the following means: regular mail, telephone, fax, email, text message or by posting notice of the alteration on our Website.

12.5. The Closing Margin Requirement is designed to help limit the extent of your trading losses. There might be circumstances (e.g. suspended markets) in which we will be unable to close out open Transactions and we do not guarantee that your open Transactions will be closed when the Total Margin for your Account reaches the Closing Margin Requirement or, save to the extent required by applicable laws and regulations, that your losses will be limited to the amount of funds you have transferred into your Account. In such circumstances we will monitor your open Transactions and take such other actions as we consider to be reasonable.

12.6. Unfair trading. Unfair trading Use of any automated data entry system with the Trading Platform is expressly prohibited and accordingly all Transactions must be completed manually by you. If you carry out any activity which is reasonably considered as obtaining an unfair trading advantage we reserve the rights to void or cancel part or all of your abusive Transactions, close all and any of your trading accounts and terminate our agreement with you.

12.7. Abusive Trading Techniques. By accessing the Platform you agree not to use the platforms in an abusive way by lag trading and/or usage of server latency, price manipulation, and similar practices which fall under the definition of market abuse. Such practices may include, but not limited to, insider trading, use of any high frequency trading, scalping trading, open and close transactions within a very short period of time in order to profit from the Bid/Ask difference. Accordingly, a significant number of trades within a short duration may be deemed as market abuse. All trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices, or taking advantage of internet delays, such as scalping or sniping, are prohibited. If any of the above-mentioned abusive trading techniques and/or other abusive trading techniques are identified within your trading account the Company reserves the right to: (i) cancel your trading orders; (ii) reclaim from the Client's account any historic trading profits that have been gained through such abuse at any time; and/or (iii) terminate the account immediately according to the Company's Terms and Conditions.

#### TAXES

13.1. You acknowledge that you are solely responsible for any applicable taxes with respect to your Transaction(s) on the Website and/or through the Services, including without limiting the generality of the foregoing, value added tax payable in any jurisdiction. The Company does not and shall not provide any tax advice concerning the Services, or otherwise. It is your responsibility to report, pay and remit the taxes, as applicable, to the appropriate tax authorities in your relevant jurisdiction(s).

13.2. Unless otherwise agreed, the terms of any amounts payable by you under these Terms are stated exclusive of any taxes or mandatory payments. You must pay any such taxes or mandatory payments to the relevant government agencies, in accordance with applicable laws, and you agree to fully indemnify us for any such payments we may be required to make on your behalf. You hereby agree and represent that we may debit your Account in the amount of any such payments we are required to make on your behalf.

#### INTELLECTUAL PROPERTY

14.1. The brand names relating to the Website and any other trademarks, service marks and/or trade names used by us either on our own behalf, or on behalf of our licensors, affiliates and partners (collectively, our 'Partners'), are owned by us, or our Partners (the 'Trade Marks'). In addition to the Intellectual Property Rights ('IPR') in the Trade Marks, We and/or our Partners own the IPR in all other content of the Website (the 'Content'). By using the Website and/or the Services, you shall not obtain any rights in the Trade Marks or the Content and you may only use the Trade Marks and Content in accordance with

These Terms.

14.2. For the purposes of these Terms, 'Intellectual Property Rights' or 'IPR' shall mean pending or granted patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyright (including, but not limited to, rights in software), and any applications for any of the aforesaid, database rights, design rights, know-how, trade secrets, rights in confidential information and any other intellectual property rights whatsoever irrespective of whether such intellectual property rights have been registered or not which may subsist in any part of the world.

14.3. You hereby undertake not to:

(a) copy, redistribute, publish, reverse engineer, decompile, disassemble, modify, translate or make any attempt to access the source code to create derivative works of the source code, or otherwise;

(b) sell, assign, sublicense, transfer, distribute or lease the Software;

(c) make the Software available to any third party through a computer network or otherwise; or

(d) use the Website or any related software in a manner prohibited by any laws or regulations which apply to the use of the Website (collectively, and individually, the 'Prohibited Actions').

14.4. You shall be held liable for any loss, including direct and indirect damages, costs or expenses, we may suffer as a result of your Prohibited Actions. You agree to immediately notify us if you commit any Prohibited Actions or if you have knowledge of any third party committing any Prohibited Actions. You agree to provide us with reasonable assistance with any inquiry or investigation we may conduct as a result of the information provided by you in regard to the Prohibited Actions set out above.

14.5. You hereby acknowledge and agree to bear the risk that any use of the internet may be subject to a virus attack and/or communication failure. You should use a reputable and available virus screening and prevention software at all times. The Company shall not bear any liability whatsoever for any damage or interruptions caused by computer viruses, spyware, Trojan horses, worms or other malware that may affect your systems, computer or other equipment, or any phishing, spoofing or other virus attacks. The Company cautions you to carefully review any electronic messages purporting to originate from the Company, and to be aware that electronic devices are vulnerable to phishing and spoofing scams and additional viruses. The Company advises you to always provide your Log In through the Website only and avoid using unauthentic communications advising you of other options to provide your Log In (or other Registration Details) to gain access to the Services offered through the Website.

#### EXTERNAL WEBSITES AND THIRD-PARTY SOFTWARE

15.1. The Company makes no representations and takes no responsibility whatsoever regarding any third party websites, services, or content which you may access through this Website. The Website may present links or other forms of reference to other websites (the 'External Websites') or resources over which the Company has no control. You acknowledge that the Company may present such links or references to you only as a convenience and that Company does not endorse any of the External Website services or offerings made to you or any content provided therein. The Company is not responsible for the availability of, and the content provided on, any External Websites. You are requested to review the policies posted by the External Websites regarding privacy and other topics before use. The Company is not responsible for third

party content accessible through the Website, including opinions, advice, statements, prices, activities, and advertisements, and you shall bear all risks associated with the

use of such content. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature. If you access any such External Websites you agree that you do so at your own risk and you agree that we will have no liability arising from your use of, or access to, any External Websites.

15.2. The Services may use or include third party software, files and components that are subject to open source and third-party license terms ('Third Party Software'). Your right to use such Third Party Software as part of, or in connection with, the Services is subject to any applicable acknowledgements and license terms accompanying such Third Party Software, contained therein or related thereto, which shall be provided to you in advance prior to using such Third Party Software. Subject to the foregoing, if there is a conflict between the licensing terms of such Third-Party Software and these Terms, the licensing terms of the Third Party Software shall prevail only in connection with the related Third Party Software. Client acknowledges and agrees that the Company is not the author, owner or licensor of any Third-Party Software, and that the Company makes no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of any Third Party Software.

#### SUSPENSION OR TERMINATION OF YOUR ACCOUNT

16.1. In the event the Company determines, in its sole discretion, that any activity you perform through our Website is suspicious or related to any prohibited activity, or that you have violated any provision of these Terms, the Company may cancel or suspend your Account and/or access to the Website, block any outstanding Transactions, deny any new Transactions, and/or freeze any funds that may be available to you through our Services. You understand that you shall be held liable for losses incurred by the Company or by any third party due to your non-compliance and/or violation of any of the terms herein or any applicable law. The Company shall be entitled to inform any relevant authorities or entities (including credit reference agencies) of any payment fraud or other criminal activity and may also engage collection services to recover payments. You further acknowledge and understand that the Company also has the right to suspend or terminate your Account for any other reason.

16.2. You may terminate your Account at any time by submitting your written request to terminate your Account in accordance with one of the contact options below. You will be responsible for fulfilling any outstanding payment obligations to the Company existing as of the effective date of termination and to settle any pending Transactions, and to pay any applicable fees or charges. The Company reserves the right to suspend or terminate any pending Transactions upon receipt of your termination request in writing.

#### NO WARRANTY

17.1. Client Hereby Acknowledges And Understands That To The Fullest Extent Permitted By Applicable Law And Except As Otherwise Expressly Specified In Writing By The Company:

(A) The Use Of The Services And The Website Is On An 'as Is' And 'as Available' Basis, Without Any Warranties Or Representations Of Any Kind, And The Company Expressly Disclaims All Implied Warranties As To The Services And Website, Including, Without Limitation, Implied Warranties Of Merchantability, Fitness For A Particular Purpose, Title And Non-infringement;

(B) The Company Does Not Represent Or Warrant That The Services Or The Website Are Reliable, Current Or Error-free, Or That They Meet Client's Requirements, Or That Defects In The Services Or Website Will Be Corrected; And

(C) The Company Cannot And Does Not Represent Or Warrant That The Website Is Free Of Viruses Or Other Harmful Components And The Client Acknowledges That The Use Of The Services And The Website Are At The Sole Risk Of The Client.

#### LIMITATION OF LIABILITY

18.1. Client Acknowledges And Agrees That To The Extent Permitted By Any Applicable Law In No Event Will The Company, Its Affiliates, Licensors and/or Service Providers, Or Any Of Their Respective Officers, Directors, Agents, Joint Venturers, Employees Or Representatives (Collectively, 'representatives'), Be Liable For Any And All Damages Or Injury Whatsoever Caused By, Or Related To, The Use Of The Services And The Website, Under Any Cause Or Action Whatsoever, Of Any Kind, In Any Jurisdiction, Including, Without Limitation, Actions For Breach Of Warranty, Breach Of Contract Or Tort

(Including Negligence), Or Breach Of Confidentiality, And That Company, And/Or Its Representatives Shall Not Be Liable For Any Indirect, Incidental, Special, Exemplary Or Consequential Damages, Or For Loss Of Profits, Goodwill, Revenue, Business Opportunity Or Data, In Any Way Whatsoever Arising Out Of The Use Of The Services Or The Website.

18.2. Without Derogating From Any Other Provision In The Terms, In No Event Shall Our Liability To You In Contract, Tort Or Otherwise Exceed, In The Aggregate, The Amount Of Fees Received By Us From You In Any Six (6) Month Period Immediately Preceding Any Incident Which May Give Rise To Any Claim By You.

#### INDEMNIFICATION

19.1. You agree to defend, indemnify and hold harmless the Company and its Representatives, immediately on demand from and against any claims, demands, liabilities, damages, or costs (including attorneys' fees, fines, or penalties) suffered or which may be suffered by the Company and arising out of or related to: (i) any breach or alleged breach by you of the Terms; (ii) your use of the Website or Services or use by any other person accessing the Services using your user identification whether or not with your authorization; or (iii) any violation by you of any law, rule, regulation, or the rights of

any third party.

#### RISK FACTORS

20.1. We do not provide any advice, and do not consider your individual needs and goals. You should carefully consider whether trading with us, trading on a Bitcoin

(CryptoCurrency) (Virtual Currency) leveraged basis is suitable for you. If you don't understand, or cannot afford to take, all the risks involved, you should not trade with us.

20.2. Below are some of the risks involved in your trading with us. You should carefully consider and evaluate each of the following risk factors and all other information contained in these Terms before using any of the Services:

20.3. Leverage Risk. Trading on a leveraged basis carries a high level of risk and may not be suitable for all investors. Trading in leveraged financial instruments can work in your favor, as well as against you, and may cause fast losses, of up to your entire investment amount, therefore you should not invest funds which you cannot afford to lose, such as, retirement savings, loans, mortgages, emergency funds, funds set aside for purposes such as education or home ownership, or fund required for currency income or present and future medical expenses.

20.4. Counterparty Risk. The Company operates as a counterparty for your transactions and therefore is the seller when you are buying, and the buyer when you sell and therefore the company may be in conflict of interest with you. When trading with us, you are trading with the Company as the counterparty to each Transaction. By using our Services, you are exposed to the risk of us not being able to repay our obligations. Any debt or obligation to you may not be secured in the event the Company becomes Insolvent.

20.5. Volatility Risk. Digital Currencies are very volatile in nature, and the potential loss in trading or holding Digital Currencies can be substantial. We do not guarantee that any Digital Currency will currently or in the future maintain a certain value or market liquidity, and you understand that the current value or price can drop as low as zero at any point. You acknowledge that we also do not guarantee that you will be able to sell the Digital Currency to the Company, or to any third party.

20.6. Technological Risk. Digital Currency is based on blockchain technologies, a digital, decentralized and partially anonymous system which relies on peer-to-peer networking and cryptography to maintain its integrity. Such a system, which has been the subject of scrutiny by various regulatory bodies around the world, may be at risk to collapse at any time. Due to the nature of Digital Currency, any technological difficulties could potentially prevent the access or use of your Digital Currency.

20.7. Regulatory Risk. Most countries do not currently regulate the market, and at any time, regulations may be implemented, and regulatory changes could have a negative and material impact that may result in the Digital Currency having little or no value whatsoever. Regulatory inquiries or actions, including, without limitation, the

licensing of or restrictions on the use, sale, or possession of Digital Currency, could impede, limit or end the Services or your ability to trade the Digital Currency at any point.

20.8. Encryption Risk. You maintain the responsibility to safeguard the private key unique to your digital wallet address to access your Digital Currency. The theft, loss or destruction of such a private key required to access your Digital Currency is irreversible, and because the Company does not have access to any private keys, such private keys cannot be restored by the Company. The Company will not be responsible for any loss of access to your digital wallet address.

20.9. Additional Risks. You are aware that additional risks of trading Digital Currency may exist that have not been set forth in these Terms, and you understand that it is your responsibility to carefully assess all the risks and determine whether your financial standing and tolerance for risk are suitable for buying, selling or trading Digital Currency. You understand that the Company does not provide any investment, legal, or tax advice and you must not consider the information contained in the Website as a substitute for professional advice. At no point will the Company consider your financial situation, investment or trading objectives or other personal circumstances, and it is your responsibility to seek independent, professional advice prior to using the Services and The Website.

20.10. Bitcoin (Cryptocurrency) (Virtual Currency) Trading Risk. Trading In Digital Currency Is Considered A Risky Transaction With Highly Speculative Outcomes. Markets For Digital Currency Have Varying Degrees Of Liquidity. Some Are Liquid While Others May Be Thinner Or Non-liquid. The Company Does Not Guarantee Any Profit From Trading Or Any Other Activity Associated With The Website. In Light Of The Above Risks, Which Are Not A Comprehensive List, You Should Carefully Consider If Holding Or Trading Digital Currency Is Suitable For You Depending On Your Financial Circumstances. You Agree That You Are Free To Choose Whether To Use The Services And Do So At Your Sole Option, Discretion, And Risk.

#### MISCELLANEOUS

21.1. Entire Agreement. These Terms comprise the entire understanding and agreements between you and the Company as to the subject matter hereof, and supersede any and all prior discussions, agreements and understandings of any kind (including without limitation any prior versions of these Terms), and every nature between you and the Company.

21.2. Status of Parties. Both you and the Company are independent parties, and nothing in these Terms shall be deemed to create between you and the Company any other form of relationship, and the parties shall not be deemed to be partners, joint ventures, employer/employee or agents. You are not authorized to make any obligations or representations of any nature whatsoever on behalf of the Company.

21.3. Assignment. You may not assign any rights and/or licenses granted under these Terms, including without limitation, the right to use the Account which is exclusively for your personal use. The Company reserves the right to assign its rights without restriction, including without limitation to any Company affiliates or subsidiaries, or to any successor in interest of any business associated with the Company Services. Any attempted transfer or assignment in violation hereof shall be null and void. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

21.4. Severability. If any provision of these Terms shall be determined to be invalid or unenforceable under any rule, law or regulation or any governmental agency, local, state, or federal, such provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under any applicable law and the validity or enforceability of any other provision of these Terms shall not be affected.

21.5. Survival. All provisions of these Terms which by their nature extend beyond the expiration or termination of these Terms, including, without limitation, sections pertaining to suspension or termination, Company Account cancellation, debts owed to the Company, general use of the Company Website, disputes with Company, and general provisions shall survive any expiration or termination of the Terms.

21.6. Force Majeure. Company shall not be liable for delays, failure in performance or interruption of service which results directly or indirectly from any cause or condition beyond its reasonable control, including, but not limited to, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond Company's reasonable control and shall not affect

the validity and enforceability of any remaining provisions.

21.7. English Language Controls. The English language shall control the performance, implementation and interpretation of this Agreement. Any translation of the Terms, if provided, is provided for your convenience alone. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

21.8. Waivers. Any failure or delay by the Company to enforce any of the Terms or exercise any right under the Terms will not be construed as a waiver to any extent of its rights. Any waiver in respect of any right in respect of any breach shall not be considered to be a waiver in respect of any other or subsequent breach.

21.9. Confidentiality. If in the course of using the Services you receive any confidential information, you are obligated to keep such confidential information in strict confidence and use it in connection with the Services only. You may not disclose such confidential information without the Company's prior written consent. Upon termination of the Terms, or upon request, you are obligated to immediately return to the Company or destroy, any such confidential information that you received from the Company. Confidential information shall include matters related to any arbitration or related judicial proceedings, if any, to the greatest extent practicable.

21.10. Governing Law. The Terms and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of the St. Vincent and the Grenadines.

Annex A

## Bitcoin (CryptoCurrency) (Virtual Currency) Deposit and Refund Terms

Introduction These Deposit and Refund Terms govern all deposits of Bitcoin (CryptoCurrency) (Virtual Currency) funds into your Account with the Company (in this Policy, 'us' or 'we'). These

Deposit and Refund Terms set out how you can deposit Bitcoin (CryptoCurrency) (Virtual Currency)s into your Account. We use «funds» as terminology for funds of «Bitcoin

(CryptoCurrency) (Virtual Currency)s».

We recommend that you deposit funds according to your trading needs and objectives and your financial capabilities and consider the risks involved in Bitcoin (CryptoCurrency) (Virtual Currency)-based trading.

These Deposit and Refund Terms constitute an integral part of the Terms and Conditions. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in our Terms and Conditions.

You accept that the funds shall be deposited in your trading account only if we are satisfied that the sender of the funds is actually you or your authorized representative (unless legally consented inter alia, Trustee, POA or guardian).

Bitcoin (CryptoCurrency) (Virtual Currency) digital currency Deposits

2.1. You can deposit Bitcoin (CryptoCurrency) (Virtual Currency) into your Account by delivery to the wallet address provided on the 'deposit' page on the Website.

2.2. When making a Digital Currency deposit, please make sure you send the Bitcoin (CryptoCurrency) (Virtual Currency) funds to the correct electronic wallet ('e-wallet') address we provide to you. You shall be solely responsible for any mistake in the e-wallet address, and you acknowledge that should you send funds to a wrong e-wallet address such funds may be irrevocably lost, and we will not be held responsible or incur any liability whatsoever for such loss of funds.

#### Deposit Limits

3.1. We may impose, from time to time and in our sole discretion, certain deposit limits (both minimal and maximal) on the funds you can deposit into your Account, cumulatively or in each transaction, with or without regard to your payment method. We may impose, change or remove such deposit limits at any time and without notice.

3.2. If our deposit limits prevent you from depositing the amounts you wish to deposit, please contact our Support Team at the email stated above and we will try and assist you in finding a suitable solution.

Your Representations By making any Bitcoin (CryptoCurrency) (Virtual Currency) deposit, you represent and

warrant to us that:

4.1. You have carefully followed the instructions provided on our 'deposit' page, and checked for any mistakes in the payment details you inserted;

4.2. You are the sole beneficial owner of the digital wallet from which Bitcoin (CryptoCurrency) (Virtual Currency)s are transferred into your Account;

4.3. You have read and understood these Deposit and Refund Terms and our Terms and Conditions, and agree to be bound by them;

4.4. You have read and understood our Risk Disclosure policy, you understand the risks involved in trading with us, and you are able to bear such risks;

4.5. Your use of our services is compliant with all applicable laws and regulations; and

4.6. All information you have provided, and will provide to us, is correct, complete and not misleading.

#### Cancellations

5.1. ALL DEPOSITS ARE FINAL, AND MAY NOT BE CANCELLED BY YOU. Transactions over the blockchain are irreversible.

#### Withdrawals

6.1. If you have available Bitcoin (CryptoCurrency) (Virtual Currency)s in your Account, you may make a withdrawal request by following the steps detailed in our 'withdrawal' page available at the platform. We will process your request and, subject to the funds being available in your Account and your fulfillment with all terms herein, we will transfer the funds to your digital wallet address as instructed by you.

6.2. By making a withdrawal request, you represent to us that you are the sole beneficial owner of the digital wallet address you provide. we reserve the right to request additional information and/or documentation to satisfy us that the request is legitimate. In addition, we reserve the right to reject such a request if it deems that this may not be legitimate. You accept that under such circumstances there may be a delay in processing the request.

6.3. You shall be solely responsible for providing us with the accurate instructions as to where your withdrawn funds shall be delivered. You acknowledge that if you provide inaccurate instructions, your funds may be irrevocably lost, and we will not be held responsible for such loss.

Processing Costs. Every transfer of funds may incur certain fees and costs imposed by third parties (e.g. blockchain, etc.), which shall be incurred entirely by you, and we



shall not incur any such transfer fees on your behalf, whether upon deposit or withdrawal of funds from your Account.

Processing Times. Every transfer of funds may take time to process or complete. We will do our best to complete any deposit or withdrawal in a timely manner, and you acknowledge and agree that the completion of such actions may take time, either caused by external reasons (transaction on the blockchain) or due to our internal procedures meant to keep funds secured (e.g. moving the funds to/from a cold

wallet). We will make all efforts to process the withdrawal within 3-5 business days.

No Custodial Relationship. Your Account balance represents the funds that you are entitled to receive from us or use for trading. We do not hold such funds in custody for you, and it may hold all funds received from you in e-wallets in our name or in any other name. We shall have all rights to do with such funds as our own, including to use it for any other purpose, including for hedging and investment purposes. You acknowledge that you will not be entitled to receive any portion of our incomes derived from use of such funds, and you will not be entitled to receive any interest in relation to the funds in your account.

#### EXTRA ADDED SERVICES

#### Bonus provisions

1.1 The Company grants Bonuses or trade-explicit credits (both hereinafter referred to as "Bonuses") to all clients. Bonuses are a promotional program offered by the Company. Bonuses are given at our Account Executives' choice. As Bonuses provide advantages, no Client is obligated to participate in them.

1.2 By choosing to accept Bonus, you are approving the Bonus-specific Terms and Conditions. Please be advised that Bonuses are final which are irrevocable after they have been approved by a client and applied to an account.

1.3 Bonus being a promotional offer are not assignable nor are they transferable.

1.4 Each shared IP address, person, household, and shared computer can receive one Bonus, except if it is noted otherwise in the offeror is altered by the Account Executive.

1.5 The Company has the authority to modify or terminate any said promotional offer whenever they desire with no additional notice, however, it should be only with an influence for future bonuses.

1.6 The Trading Amount Requirement for all bonuses is as described - clients are obligated to perform a comprehensive trading capacity of at best one hundred eighty times (x180) that of your collected bonus amount and your bonus qualified deposit unless clearly described otherwise in the applicable supplemental Terms & Conditions. This means that, if you accept a bonus worth \$100 on a deposit of \$1000, you will be obligated to amass a trading quantity of  $\$100 \times 180 = \$18,000$ . This is strictly for fully settled trades (i.e. trades ending in a win or loss) are counted against the Trading Amount Requirement.

1.7 Please be advised that only "Standard" Long-Term trades and online trading (i.e. trades that end in either a win or a loss) with at the minimum a duration of 5 minutes will qualify for the satisfaction of your trading capacity requirement. In order to reach your trading volume obligation, your funds will be traded before your Bonus amount.

1.8 A bonus shall be collected once the Trading Capacity Requirement has been achieved and fulfilled.

1.9 KEEP in MIND that your initial deposits are traded on first; when they have all been staked, you will start trading on the added bonus.

1.10 Customers who have a withdrawal request are not qualified to receive any bonuses.

1.11 PLEASE NOTE that when you accept a bonus, you approve that the funds which have been set as the bonus which this amount itself is subject to the Trading Capacity Requirements. Any effort to withdraw/transfer (plus transfers to different products) any

monies within your account; also any cash balance that is NOT connected to the bonus, before completing the full trading requirements, will be rejected.

1.12 If you still have not completed the mandatory trading amount of a bonus and are trying to claim an additional or a second bonus, it is essential that you satisfy the wagering obligations of the first bonus prior to receiving an added bonus/es to wager with. Kindly note that pending your collective total balance (bonus amount and assigned funds) amid your current bonus and other awaiting bonus/es reaches fewer than \$1, you will nonetheless be obligated by the wagering necessities for any accepted bonus/es towards your account.

1.13 Any hint of reward influence, arbitrage, fraud or other forms of devious or unlawful activity relating to the granting or facilitation of any Bonus will basically declare the client's account as unacceptable, as well as deferment of any gains amassed during the lifespan of the account. If and when there is an argument, the Company's decision will be absolute.

1.14 Furthermore, all additional Terms & Conditions apply.

1.15 The company has the choice to accept/drop a withdrawal request in cases of unique situations.

#### Marketing plans

2.1 The company provides a strategic marketing plan created and structured by our experienced market professionals upon the commencement of your trading account. At any point after commencement should you request to alter the marketing plan in any way to best suit your requirements, this will result in additional costs in order to defray the labour cost incurred to create a new marketing plan.