Contract for the Provision of Services in the International Financial Market

This document, prepared by JPM Analytics, an international trading company with its registered office at 192 Green Road, Penistone, Sheffield, South Yorkshire, England, defines the procedure for interaction between the Company and clients (hereinafter referred to as the "Client") intending to carry out trading operations in international financial markets using specialized software provided by the Company.

1. Reasons for concluding the Agreement

- 1.1. By acceding to this Agreement, the Client agrees to perform trading and non-trading operations in strict accordance with the terms and conditions set forth herein. Accession is carried out by registering (creating) a Personal Account on the official website of the Company.
- 1.2. Login to the Personal Account is made using the password set by the Client independently during registration. All actions performed using this password are considered to be performed personally by the Client.
- 1.3. This Agreement does not constitute a public offer. The Company reserves the exclusive right, at its sole discretion, to refuse to enter into the Agreement to any person without specifying the reasons for such refusal.
- 1.4. In addition to this Agreement, the relations between the parties are governed by the following documents posted on the Company's website: Regulations for Trading Operations, Regulations for Non-Trading Operations, Glossary of Terms and Definitions, Risk Warning.

2. Rights and Obligations of the Parties

- 2.1. Obligations of the Client:
- 2.1.1. Strict compliance with the requirements of the Regulations when carrying out operations;
- 2.1.2. Transfer of funds to the Company's current account in order to guarantee the fulfillment of contractual obligations;
- 2.1.3. Keeping the information received confidential;
- 2.1.4. Ensuring the accuracy and relevance of the data provided about oneself when registering on the Company's website, as well as immediately notifying of any changes in such data through the Personal Account or in any other way established by the Company;
- 2.1.5. Constant verification of notices and correspondence published by the Company on its website or sent to the Client's e-mail.
- 2.2. Rights of the Client:



- 2.2.1. Performance of various operations within the time limits established by the Regulations;
- 2.2.2. Launch of the procedure for withdrawing funds from the account within the available balance in compliance with the Regulations;
- 2.2.3. At any time, terminate the Agreement unilaterally without recourse to the court in accordance with the terms set forth in this Agreement;
- 2.2.4. Independently change the password for access to the Personal Account or restore it in accordance with the procedure established by the procedure.
- 2.3. Obligations of the Company:
- 2.3.1. To provide the Client with the services required to carry out transactions in accordance with the Regulations;
- 2.3.2. To maintain the confidentiality of information received in the course of the execution of the Agreement.
- 2.4. Rights of the Company:
- 2.4.1. Unilaterally terminate the Agreement without recourse to the court in case of violation of the provisions of the Regulations by the Customer or if there are suspicions of abuse of the provided software and funds;
- 2.4.2. Refuse the Client to perform certain operations if they contradict the Regulations;
- 2.4.3. At any time after registration, require the Client to provide identity documents (for individuals) or registration documents (for legal entities);
- 2.4.4. Suspend the execution of transactions in case of detection of inaccurate information about the client or refusal to submit the required documents;
- 2.4.5. Refuse to conclude the Agreement, open an account or create a Personal Account without specifying the reasons;
- 2.4.6. At its own discretion, make changes to the list of available Trading Terminals and the terms of their use;
- 2.4.7. Record and store conversations with the Client for the purpose of resolving potential disputes, as well as provide such records to banks or other parties to the dispute.

3. Term and Termination of the Agreement

3.1. This Agreement shall be deemed to have entered into force from the moment of acceptance of the terms and conditions set forth herein and shall be valid indefinitely.



- 3.2. This Agreement is valid until its official termination. The Client has the right to initiate termination no earlier than six months after the first payment has been made. The Client shall notify the Company of the intention to terminate the Agreement in writing (including by e-mail) three days before the expected date. Termination is possible if there are no open positions in the Forex and CFD markets, as well as if there are no obligations of the Client to the Company. The relevant notice comes into force from the moment it is received by the Company. The Company has the right to terminate the Agreement by sending a similar written notice to the Client. Termination does not release the parties from the fulfillment of obligations under previously concluded transactions, nor does it release the Client from obligations in the event of a shortage of funds on his account.
- 3.3. The Agreement is recognized as fully executed and terminates after the parties fulfill all obligations arising in connection with the previously performed transactions.

4. Liability of the parties

- 4.1. The rights and obligations of the Parties are determined by this Agreement and its annexes.
- 4.2. The Company is responsible solely for direct damage caused by deliberate failure to fulfill its obligations under the Agreement, except for lost profits.
- 4.3. The Client is responsible for the damage caused by his own negligence, late or incomplete submission of documents, provision of false information, as well as for the illegal use of the Company's services. The Company has the right to compensate for the damage incurred at the expense of the Client.
- 4.4. The Company is not responsible for inconsistencies between the information in the Trading Terminal and on the Company's Server and has the right to make adjustments to such data at its own discretion.
- 4.5. The Company is not responsible for losses resulting from hacker attacks or failures in the functioning of networks and communication channels that were not provoked by its actions.
- 4.6. The Company is not responsible for technical failures and malfunctions of the Trading Terminal, if they were not caused by its actions, as well as for losses incurred by the Client as a result of such failures.
- 4.7. The Client is solely responsible for his trading decisions, including cases when such decisions were made on the basis of analytical assessments, recommendations or signals. The Client is aware of the risks associated with trading.
- 4.8. The Company is not responsible for losses resulting from the loss, theft or transfer of the Client's password to third parties.



- 4.9. The Company is not responsible for non-fulfillment or improper fulfillment of obligations in the event of force majeure.
- 4.10. The Company is not responsible for the Client's indirect losses, including loss of profit or income, even if the Company was previously informed of the potential possibility of their occurrence.
- 4.11. The Client acknowledges the quotes provided by the Company as the only valid ones and undertakes not to make claims based on information from third-party sources.
- 4.12. The Company is not responsible for the Client's losses resulting from non-delivery of notifications due to the operation of spam filters. It is the customer's responsibility to check their email and monitor the operation of spam filters.
- 4.13. The Client is solely responsible for the payment of taxes and fees arising from his trading activities in accordance with the legislation of his country, and guarantees the Company the absence of any claims on this matter.

5. Procedure for Filing Claims and Resolving Disputes

- 5.1. All disputes between the Company and the Client arising out of or related to this Agreement shall first of all be settled through negotiations. In the event of failure to reach an agreement, the dispute is referred to the Financial Compliance Service of JPM Analytics or resolved in court. To comply with the claim procedure, it is required that:
- The complaint met the requirements of this section;
- The complaint was sent to the address specified in the Company's registration data;
- The company has acknowledged receipt of the claim;
- Upon the expiration of the 20-day period set by the Company to respond to the claim from the date of its receipt.
- 5.2. In order to make a claim, the following conditions must be met:
- The complaint is submitted in writing;
- The claim contains all the information necessary for its consideration: the amount and grounds of claims, evidence and related documents;
- The complaint must be submitted to the Company no later than within three business days from the date of occurrence of the circumstance that served as the basis for the complaint. Failure to comply with the specified period is the basis for refusal to consider the claim;
- The complaint is sent to the Company's e-mail or other means of communication that provide confirmation of receipt of the notification.



- 5.3. Requests regarding Non-Trading Operations are considered only when they are sent to the Company's official email address and when the prescribed form is duly completed.
- 5.4. The terms of consideration of claims and appeals are equal to:
- Non-commercial requests are considered within three working days;
- Other appeals and requests are considered within seven working days. In the absence of the necessary documents, the Company has the right to request them from the Client.
- 5.5. In case of disputes, the Company has the right to temporarily suspend transactions on the Client's accounts until the disagreements are resolved.
- 5.6. The Company has the right to refuse to consider a claim containing insults, unreasonable criticism or profanity.

6. Miscellaneous

- 6.1. The legal relations between the Parties and any disputes arising between them in connection with the execution of this Agreement are subject to the legislation of the state in which the Company is registered.
- 6.2. The Company has the right, at its discretion, to make additions or changes to the text of this Agreement and its annexes. The changes come into force within the time limits set by the Company.
- 6.3. Changes caused by amendments to regulatory legal acts or legislation affecting the terms of this Agreement shall enter into force simultaneously with the entry into force of the relevant changes in legislation.
- 6.4. The changes made by the Company apply to all Clients, including those who entered into the Agreement before the date of entry into force of these changes.
- 6.5. The Client is obliged to regularly (at least once a week) review the Company's website for changes and additions to the Agreement.
- 6.6. The Company has the right to send information messages to the Client to the contact details specified by him.
- 6.7. By transferring personal data, the Client agrees to their processing by the Company and its partners in accordance with the provisions of this Agreement, including the purposes of advertising and other similar activities.
- 6.8. The Client has the right to use the information received from the Company or third parties only for the purposes specified in this Agreement, without having the right to disclose or change it.



- 6.9. The Company is not a credit institution, does not accept deposits and does not carry out banking activities. The Client's funds are used exclusively for trading operations.
- 6.10. The Agreement may be concluded with any legally capable individuals or legal entities, except for residents of the country of registration of the Company or countries in which the provision of such services is restricted by law.
- 6.11. The Company has the right to transfer its rights and obligations under this Agreement to third parties, subject to their compliance with this Agreement.
- 6.12. This Agreement and its appendices may be drawn up in several languages. In the event of any discrepancies, the English version shall prevail.

Appendix No1: Terms and Concepts

- 1. The current price is the current quote set by the Company for trading operations at a particular time.
- 2. The base currency is the first currency of a currency pair in the FOREX market, which is bought or sold in exchange for the second currency (the quote currency). It is with its help that the rate of the currency pair is set.
- 3. An underlying asset is a key financial instrument or resource that serves as a foundation for transactions. This category of assets includes currencies, stocks, commodities, stock indices and derivative financial instruments.
- 4. Balance the current level of funds on the Client's account, showing the total result of all closed trades, accrued bonuses, non-trading operations and the total available balance on the account, except for the result of open positions.
- 5. The quote currency is the second currency in a currency pair used to express the price of one unit of the base currency.
- 6. A currency pair is a pair of currencies involved in transactions in the FOREX market, in which one currency is purchased or sold through another. A currency pair shows the price ratio of one currency relative to another.
- 7. Client's External Account is the Client's bank or electronic payment account used for financial transactions outside the Company's trading platform.
- 8. A gap is a sudden sharp change in the price of an asset, in which there are no intermediate quotes, usually arising as a result of significant news in the market.
- 9. Dealer is an employee of the Company who is authorized to set quotes, supervise the correctness of trading operations, as well as to consider requests and advise clients on trading operations.
- 10. A long position is a state in which a client buys an asset in anticipation of an increase in its price, in order to subsequently sell it at a higher price and make a profit from the price difference.
- 11. Available funds are funds placed on the Client's bonus account, intended for trading operations or transfer to the main trading account. These include various bonuses and incentives provided by the Company.



- 12. A closed position is the result of an operation to close a previously opened transaction, which secures the final financial result of this transaction.
- 13. Margin is the amount that is held in the client's account in order to maintain open positions. The amount of collateral is determined by the terms of trading a particular financial instrument.
- 14. An instrument is a trading object that covers various assets, including currencies, stocks, indices, commodities and other financial instruments.
- 15. A CFD instrument is a contract for difference that allows the client to profit from changes in the value of the underlying asset without actually purchasing it. Profit can be formed both when the price of an asset increases and decreases.
- 16. Spot instruments are a set of currency pairs and metals that are traded on the spot market. The current list of instruments available for trading is published on the official website of the company and on its server. In the event of discrepancies, the information posted on the company's server is considered to be a priority.
- 17. Client any individual or legal entity who has entered into a contractual relationship with the company to conduct trading operations in accordance with the signed agreement.
- 18. A counter currency is the second currency in a currency pair that indicates the price at which the base currency is valued.
- 19. A short position is an operation to sell an asset with the expectation of a decrease in its value in the future.
- 20. A quote is the offered price at which a trading operation with the selected instrument can be carried out.
- 21. Leverage is the ratio between the size of the transaction and the required collateral (initial margin), which allows the client to significantly increase trading volumes.
- 22. Limit order (Limit, Take Profit) is a client's instruction to automatically execute a transaction at a price that is more favorable than the current market price, that is, to buy at a lower price or sell at a higher price.
- 23. The Personal Area is a digital platform hosted on the company's website and designed for the administration of client accounts, protected by appropriate security tools.
- 24. A lot is a standard unit for measuring the volume of a trade in a financial instrument, the size of which may vary depending on the instruments and trading platforms used.
- 25. Initial margin is the minimum amount of funds that a client must hold in his account to open a trading position. The amount of margin is determined by a specific financial instrument.
- 26. Unrealized financial result is the current total of open positions, which can represent either a floating profit or a floating loss.
- 27. Non-trading operation is any operation on the client's account that is not directly related to trading activity (for example, replenishment or withdrawal of funds).
- 28. The volume of a trading operation is the amount of a financial instrument involved in the operation, expressed in lots, units or in monetary equivalent.



- 29. Operations are the entire range of trading and non-trading actions of the client.
- 30. Operational day is a period of working time during which the company carries out operations. The duration of the operational day may be adjusted when switching to summer or winter time during the seasonal period.
- 31. Order is a preliminary instruction of the client to open or close a transaction upon the occurrence of specific conditions set in the trading platform.
- 32. An open position is an active transaction that has not yet been closed by a counter transaction and requires the client to maintain an appropriate margin level.
- 33. Position rollover (SWAP) is the prolongation of open positions to the next trading day, during which swap points are credited or debited in accordance with the terms of the transaction.
- 34. A paying agent is an external organization with which the company cooperates to process clients' financial transactions, both for the receipt and transfer of funds.
- 35. Round Trip is a set of two interrelated operations (opening and closing) of the same volume for one position, that is, acquisition with subsequent alienation or alienation with subsequent acquisition.
- 36. The quote flow is a continuously incoming information about the prices of financial instruments displayed by the client in the trading terminal.
- 37. A pip is the smallest possible change in the price of an instrument, usually 0.0001 for most currency pairs or 0.01 for pairs with the Japanese yen.
- 38. A business day is any calendar day, except for weekends and holidays officially established by the Company. The Company's working hours may be adjusted when switching to summer or winter time.
- 39. Realized financial result is the final result of closed positions, which the client receives at the end of the transaction; It can be both profitable and unprofitable.
- 40. Quoting mode is a procedure for setting current prices when the client makes trading transactions, depending on the selected instrument and trading platform.
- 41. The official web resource of the company is the website available at https://jpmanalytics. This site contains all the necessary information and documents of the company.
- 42. The free cash balance is the balance of funds in the client's account, which is available for subsequent trading or withdrawal and is determined in accordance with the company's rules.
- 43. The company's server is the main technical component of the infrastructure, through which all clients' trading orders and up-to-date quote data pass.
- 44. Debit of funds is an operation of transferring funds from the client's account to a bank account or to an electronic wallet in accordance with the request made by the client.
- 45. Debit method is a certain withdrawal method chosen by the client, available in the personal account.
- 46. Spread is the difference between the buy and sell price of a trading instrument, expressed in pips. The size of the spread may vary depending on the market situation.



- 47. Equity is the total present value of assets on the client's account, covering the balance sheet and non-core financial result of open positions.
- 48. Status is an index of the client's trading activity and the amount of funds on his account, expressed in points.
- 49. Stop Loss is a type of order designed to limit possible losses, in which a position is closed when a set price level is reached, which is lower than the current price level for a long position or higher than the current one for a short position.
- 50. Stop-Out is a forced automatic closure of open positions at current market prices when a predetermined allowable level of losses is reached, depending on the platform used and specified in the company's documentation.
- 51. Organization account a bank account or an account in an electronic payment system, including accounts of payment agents, through which client transactions are performed.
- 52. Tick is the smallest permissible change in the price of a financial instrument; Its specific value is indicated on the company's website and on the server. In case of discrepancies between them, the information located on the company's server takes precedence.
- 53. Ticket (ID) is a unique number assigned to each executed trade operation or pending order placed by the client in the trading system.
- 54. Fixed Price execution type (on request) is a method of order execution in which the client is preliminarily quoted for an instrument, and then he confirms the execution of the transaction. In case of price changes by the time of confirmation, the client has the right to request an updated quote.
- 55. The Instant Execution type is the execution of a trading operation at the current price with the ability to offer the client a revised price if the market conditions have changed during the processing of the order.
- 56. Market Execution type transactions are carried out at the current market price without prior request for quotes from the client.
- 57. A trading transaction is a transaction made between a client and a company for the purpose of buying or selling a financial instrument without actually delivering it.
- 58. Trading Time is a period determined by the Company during which clients have the opportunity to execute transactions and place orders in Financial Instruments. This period is published on the company's website and server.
- 59. Trading account (client account) is an account designed to keep records of all the client's transactions, including completed trading transactions, open positions and placed orders, in accordance with the terms of the agreement with the company.
- 60. A trading terminal is a software and hardware complex that provides the client with interaction with the company via the Internet to perform trading operations: placing or canceling orders, as well as monitoring financial information online. The terminal provides data protection and confidentiality using encryption methods.
- 61. An authorized person is a natural or legal person who has the official authority to perform certain actions or make decisions on behalf of the client.



- 62. Margin level is a relative indicator of the financial stability of a trading account, calculated as a percentage ratio of the client's own funds to the amount of collateral held to maintain open positions.
- 63. Stop-Out level is a predetermined minimum margin amount, upon reaching which the company automatically liquidates one or more positions of the client in order to prevent further increase in losses.
- 64. Hedging (locking) is a strategy in which the same financial instrument is simultaneously held in positions directed in opposite directions in order to reduce risks.
- 65. The Ask price is the current quote at which the client is able to purchase a financial instrument in terminals that use a spread (the difference between buying and selling).
- 66. The Bid price is a quote at which the client has the opportunity to sell a financial instrument; It is used when selling in trading systems operating with the presence of a spread.
- 67. The Mid price is the average value between the Ask and Bid offered to the client for trading in systems that do not apply the spread.
- 68. Expiration is the date of the end of circulation of a CFD instrument, usually associated with futures contracts, after which trading of the current contract stops and trading of the subsequent contract begins. Expiration dates are set by the company and published on its website and server. In case of data discrepancies, the information posted on the company's server takes precedence.
- 69. Terms used in this Agreement and not defined in this section shall be construed in accordance with generally accepted international practices and standards adopted in the field of financial trading and derivatives transactions.

APPENDIX No2: Supervision of Non-Trading Operations

(Second Addendum to the Agreement on the Provision of Services in International Financial Markets)

1. Basic principles

- 1.1. These Regulations are intended to prevent illegal trading, financial fraud and money laundering by ensuring the safety of clients and controlling non-trading operations on client accounts.
- 1.2. The Client undertakes to fulfill the following obligations:
- 1.2.1. Strictly comply with the requirements of the law, including international regulations aimed at combating illegal activities, financial fraud and money laundering;
- 1.2.2. Not to use their account to ensure illegal economic activities and other prohibited actions;



- 1.2.3. Not to take part in financial fraud or other illegal activities that are contrary to international standards;
- 1.2.4. Not to perform actions that may adversely affect the fight against money laundering;
- 1.2.5. To guarantee the legality of origin, legality of possession and the right to dispose of funds transferred to the company's accounts.
- 1.3. The Company has the right to use the contact details provided by the client during registration or subsequently changed in accordance with the established procedure for prompt interaction with the client on issues not related to trading operations. The Client agrees to receive such notices from the Company at any time.
- 1.4. In case of doubts regarding non-trading operations, the company has the right to initiate an investigation and temporarily suspend these operations until all the circumstances are fully clarified.
- 1.5. As part of the verification, the company has the right to require the client to provide confirmation of the legality of the origin of funds, including documents proving the client's identity, as well as bank cards.
- 1.6. In case of detection of suspicious transactions, the company has the right to:
- 1.6.1. Refrain from performing these operations;
- 1.6.2. Independently limit the withdrawal of funds from the Client Account at its own discretion;
- 1.6.3. Transfer funds back to the original accounts;
- 1.6.4. Close the client's account and terminate its further servicing;
- 1.6.5. Charge an account maintenance fee in the absence of trading activity during the established period or until the account is closed, as well as in other cases of improper use of the account by the client;
- 1.6.6. Withhold any costs and commissions incurred as a result of a suspicious transaction;
- 1.6.7. Close the Client's open positions with the fixation of the financial result;
- 1.6.8. Suspend access to the trading platform until all the circumstances of the situation are clarified.
- 1.7. Refusal to carry out suspicious non-trading operations or termination of the contract with the client due to suspicion of his unfair behavior does not entail the company's legal responsibility for violation of the terms of the agreement.
- 1.8. The Company has the right to close the Client Account in the following cases:



- 1.8.1. In case of inactivity and funds on the account for six months;
- 1.8.2. In the absence of any transactions on the account for more than three years, regardless of the availability of funds on it, provided that the company has taken all reasonable steps to establish contact with the client or his successors, but without success. Such inactivity is considered as a refusal of the client to perform the contract and rights to the account;
- 1.8.3. In other cases provided for by the regulations and the contract.
- 1.9. In the event that the Client sends a withdrawal request before any trading operations are performed, the Company reserves the right to charge an additional commission for the execution of non-trading operations.
- 1.10. In the event that the Company refuses to provide the Client with service or prohibits the operation of a certain trading terminal, it has the right, at its discretion, to restrict the withdrawal of funds from his account.

2. Identification and signs of suspicious transactions not related to trading activities

- 2.1. The client's actions can be classified as suspicious on the following grounds:
- 2.1.1. Detection of abuses related to the receipt of funds to the Client's account or their debiting without performing trading operations;
- 2.1.2. The transaction is atypical and does not show obvious economic expediency or legal basis;
- 2.1.3. There are signs that the transaction may be related to the possible legalization of illegal proceeds or the financing of terrorism;
- 2.1.4. The Client fails to provide the necessary identification information within the period set by the Company or provides false information;
- 2.1.5. False or invalid documents have been presented;
- 2.1.6. Non-action of the permanent management body of a legal entity at the address of its official registration;
- 2.1.7. The Client does not provide the Company with information about the ultimate beneficiaries at its request;
- 2.1.8. Failure by the Client to provide information or documents at the request of the Company, including information about his financial position.
- 2.2. The specified signs and criteria of suspicious transactions are not exhaustive. The Company has the right, based on its own analysis, to recognize a transaction as suspicious, even in the absence of an obvious manifestation of the above signs.



2.3. In case of detection of suspicious transactions, the Company independently determines the subsequent measures in relation to the client and his transactions.

3. Crediting funds to the client account

- 3.1. Funds are credited to the client's account by transfer to the accounts of the Company or its authorized payment agents.
- 3.2. Transfers made by the client must comply with all requirements and restrictions provided for by law.
- 3.3. The Client is solely responsible for checking the Company's payment details in his personal account before each transfer.
- 3.4. The Client is responsible for the correctness of payments. Any changes in the deposit methods posted in the personal account oblige the Client to follow the new instructions when transferring funds.
- 3.5. Funds can be deposited to the account both by the Client himself and by persons authorized to perform such a transaction.
- 3.6. If the transfer of funds is made from a bank card that is not owned by the client, the Company has the right to request supporting documents, including the consent of the cardholder, an identity document, and a copy/image of the card. In the absence of these documents or if there are doubts about their authenticity, the Company may issue a refund.

To securely send a copy of the card, you need:

- 3.6.1. The front side of the card contains key information: the name of the bank, the expiration date of the card, the initials of the holder (if applicable), the first 6 and the last 4 digits of the card number;
- 3.6.2. On the back of the card, the CVV2/CVC2 code must be hidden.
- 3.7. The Client acknowledges that the Company is not responsible for delays in the execution of payments due to technical malfunctions.
- 3.8. The amount actually received by the Company is paid, while all transfer fees are paid by the client.
- 3.9. The Company accepts payments in the currency specified in the client's personal account.
- 3.10. Data on the current exchange rate and related costs are posted in the personal account and are subject to change without prior notice.
- 3.11. Funds are transferred to the client's account in the following cases, which do not imply reimbursement:



- 3.11.1. if the Company receives funds from the Client;
- 3.11.2. in case of a refund by the Company after unsuccessful attempts to contact the Client to resolve the issues that have arisen.
- 3.12. Deadline for receiving payments:
- 3.12.1. In case of bank transfer or transfer through payment agents, funds are credited to the account on the next business day after their receipt, provided that the payment includes all the required identification information. The Company is not responsible for delays caused by incorrect data.
- 3.13. If the funds are not credited to the account within five business days, the client has the right to request clarification by attaching supporting documents.
- 3.14. At the request of the client, the Company carries out an inspection, while the client bears possible commission costs.
- 3.15. Based on the results of the audit, the Company communicates its conclusions to the Client. The Client has the right to contact his bank for additional proceedings, while the Company is not responsible for the Client's interaction with the bank.

4. Client Withdrawals

- 4.1. The Client has the right to request the withdrawal of part or all of the amount from his account at any time by sending an appropriate order to the Company, including a request for withdrawal of funds or an internal transfer within the Company's system, subject to a number of conditions:
- 4.1.1. Withdrawal requests are accepted within the available balance on the client's account and must exceed the amount of the commission set by the Company. Requests for an amount equal to or lower than the commission are not subject to processing and may be rejected by the Company.
- 4.1.2. All withdrawal requests must comply with applicable laws and regulations.
- 4.1.3. Requests must comply with the requirements of the current Regulations and the terms of the contract with the client.
- 4.2. Withdrawals are made through a payment agent appointed by the Company.
- 4.3. Funds are transferred in the currency of the Client's account. If the withdrawal currency does not match the currency of the account, the amount is subject to conversion at the Company's exchange rate.
- 4.4. Withdrawal rules, including currency, applicable fees and established limits, are set by the Company and may vary depending on the chosen transfer method.



- 4.5. The Client is fully responsible for all costs associated with the withdrawal procedure.
- 4.6. Funds are transferred after the Company receives and processes the relevant request of the Client.
- 4.7. A withdrawal request is considered accepted if it was correctly placed in the personal account and recorded by the system.
- 4.8. Execution of a client's withdrawal request may take up to 7 business days.
- 4.9. The Client has the right to request a transfer to his personal bank account or bank card. Withdrawal requests to the details of third parties are not accepted.
- 4.10. The Client has the right to make transfers to other own accounts within the profile. Transfers to third party accounts are not allowed.
- 4.11. Transfer of funds to the accounts from which the Client account was previously replenished is allowed only through those payment systems through which the funds were received. When choosing a withdrawal method, the Client is obliged to comply with the Company's requirements regarding security and verification procedures.
- 4.11.4. Transfers to bank cards previously used by the Client to deposit funds to the account are made in accordance with the terms and conditions of the relevant payment systems.
- 4.12. The procedure for crediting funds to the Client's account is determined as follows:
- 4.12.1. Bank transfers are made on the next business day after the application has been processed, unless the Company sets a different deadline in the application procedure.
- 4.12.2. Transfers to bank cards are received on the day of processing the request.
- 4.12.3. Transfer of funds to previously used bank cards is carried out in accordance with the established rules and procedures.
- 4.13. If the funds are not received within the established timeframe, the Client has the right to start the investigation procedure by submitting the relevant documents confirming the fact of payment.
- 4.14. The Company provides the Client with supporting documents on the execution of transactions for the withdrawal of funds. The costs associated with the investigation of the transaction may be borne by the Client; The procedure for their reimbursement is determined on an individual basis.
- 4.15. In the event that the investigation results of the investigation establish that the Company made a mistake, the Company undertakes to compensate the Client for the commission costs incurred.



- 4.16. In case of non-crediting of funds due to the Client's error in payment details, the commission costs associated with the elimination of this situation shall be paid by the Client.
- 4.17. The Client has the right to cancel a previously sent withdrawal order before it is processed by the Company, clearly indicating which order is subject to cancellation.
- 4.18. The Client has the right to withdraw the funds specified in the withdrawal request before they are actually credited to his account. In this case, all costs and services already rendered are subject to payment by the Client.

5. Supervision of changes to the Trading Platforms offered

- 5.1. The Company has the right to make changes to the list of Trading Platforms available to the Client for use under this Agreement, with prior notice to the Client.
- 5.2. If the changes make the previous Trading Platform unusable, the Client is obliged to withdraw or transfer funds from the Trading Account within the period specified in the notification. Withdrawals can be made either by transferring funds to another account using a different Trading Platform or by submitting a regular withdrawal request.
- 5.3. In the event that the Client does not fulfill this requirement within the established period, the Company has the right to independently dispose of the funds as follows:
- 5.3.1. In the event that the Client has several active accounts on other Trading Platforms, the Company independently determines the specific account from which the funds will be transferred.
- 5.3.2. If there are no other accounts on the available Trading Platforms, the Company opens a new Trading Account for the Client and transfers funds to it.
- 5.4. The Company has the right to cancel and close any Trading Account opened for the Client if, after notification of the opening of the account and crediting of funds to it, the Client does not show any activity for three years, namely:
- 5.4.1. Does not conduct trading operations, which may indicate a decrease in interest in the Company's services.
- 5.4.2. Does not show interest in the funds on the account and does not take steps to use them.
- 5.4.3. The Company has exhausted all available means and methods to establish contact with the Client or his representative, but this has not been successful.

The Client's failure to act shall be regarded as a refusal to execute the Agreement and waive claims to his funds in accordance with this Agreement.



APPENDIX No3. Trading Procedures (Third Addendum to the Global Financial Services Agreement)

1. General Provisions

1.1. These Regulations are an integral part of the Agreement on the provision of services in the global financial market and determine the procedure and conditions for the client's trading operations.

2. Procedure for interaction between the Client and the Company

- 2.1. The key trading conditions between the Company and the Client are negotiated through the exchange of specialized requests, offers and confirmations from the Client, as well as responses, confirmations and reports from the Company. These documents and information are transmitted, recorded and generated using the Trading Platform.
- 2.2. Approval of the terms of trading operations is allowed only during the working hours of the Company and is carried out as follows:
- 2.2.1. By exchanging electronic messages on the Trading Platform that has an Internet connection;
- 2.2.2. By phone, in the manner and on the terms provided for by the Agreement and posted on the Company's website.
- 2.3. Approval of the terms and conditions by phone is allowed only after successful identification of the Client, for which he is obliged to provide a login and password from his account.
- 2.4. A trade transaction confirmed by phone is considered accepted if the following conditions are met:
- 2.4.1. The Dealer, following the Customer, announced the terms of the transaction;
- 2.4.2. After the dealer has repeated the conditions, the Customer has confirmed his consent by saying "yes", "confirm", "agree", "deal" or other unambiguous confirmation.
- 2.5. The terms of a trading operation are considered to be agreed upon from the moment they are confirmed by the Client in a telephone conversation. The data announced by the dealer is accepted as the basis for the terms of the transaction. In case the dealer announced the terms of the transaction incorrectly, the Customer is obliged to immediately stop the conversation and repeat the terms again.
- 2.6. The Company may record telephone conversations with the Client, including the identification stage, using its own technical means. The Client also has the right to record conversations at his own discretion. Recordings of telephone conversations made by the Company can be used as reliable evidence in the settlement of disputes at the pre-trial stag and within the framework of court proceedings.



- 2.7. All agreements and verbal instructions reached during the telephone conversation shall be formalized by the Operator in the Trading Platform system.
- 2.8. The Client has the right to request information about the status of his account by phone in case the transaction was unsuccessful, or if errors are found in the operation of the Trading Platform.
- 2.9. The Company has the right to immediately terminate the telephone conversation if the Client makes:
- 2.9.1. Expressing emotional claims or criticizing the Company;
- 2.9.2. Offensive or otherwise unacceptable statements about the Company or its employees;
- 2.9.3. Use of obscene language.
- 2.10. All orders addressed to the Company and confirmed by the Client's unique credentials are considered to be executed personally by the Client.
- 2.11. In the event that the Client does not receive confirmation of the execution of a trading transaction or the placement of an order through the Trading Platform, the Client is obliged to independently verify the execution of the specified operation or order by checking the statements in the Trading Platform or by contacting the Company by phone to clarify the details.

3. Procedure for Trading in Financial Instruments

- 3.1. Clients can perform transactions with various instruments on the terms specified on the Company's website or specified directly in individual agreements.
- 3.2. The Company reserves the right, at its sole discretion, to make changes to the rules for conducting trading operations before weekends, holidays or during periods of reduced market activity.
- 3.3. A trading operation is considered completed after the Client has confirmed the main terms of the transaction and the relevant information has been entered into the Company's system log. Each open position is assigned a unique identifier.
- 3.4. In order to conclude a trading transaction, the following conditions must be agreed:
- 3.4.1. selection of the appropriate trading instrument;
- 3.4.2. Selection of the type of transaction: acquisition, sale or liquidation of the existing position;
- 3.4.3. Indication of the volume of the transaction in lots or other units of measurement within the minimum parameters available for this instrument and specified on the Company's website and on the server;



- 3.4.4. Indication of the transaction price, if such an option is provided for by the trading platform used or the method of order execution.
- 3.5. In certain market conditions, for example, with high volatility or low liquidity, the Company has the right to place only one type of quote.
- 3.6. The Company reserves the right to liquidate the Client's open positions without his consent in the circumstances provided for in these Regulations.
- 3.7. If the Client has unclosed positions at the close of the trading day, the Company automatically transfers such positions to the next trading day. The terms and cost of the transfer are published on the Company's website and in its trading system.
- 3.8. Charging a commission for opening a position may depend on the type of selected trading instrument and the platform used. The amount of the commission and the list of instruments to which the commission is applied are posted on the Company's website and in its trading system.
- 3.9. Trading operations on an instrument are suspended if there is no current price for the specified instrument in the Company's system.
- 3.10. The Company has the right to make changes to the rules for conducting trading operations, including the minimum and maximum volumes of transactions and open positions, methods of execution of orders, choice of trading platform, level of forced closure of positions (Stop-Out), maximum allowed profit for each order, allowed holding period of positions, requirements for collateral and commission structure, as well as during trading hours. The Company also has the right to restrict the Client's access to a particular trading platform or refuse service to the Client. The list of available instruments may be adjusted taking into account the legislation of the Client's country of residence. The Client's trading positions in a restricted instrument may be closed by the Company at the last available price or without financial consequences, and other measures may be applied in accordance with the law.
- 3.11. The Client acknowledges and accepts that his orders may be partially executed or not executed at all due to insufficient liquidity for the selected instrument.
- 3.12. The Client acknowledges that if the ratio between the number of his requests and the actual transactions is excessively high, the Company has the right to reject his orders, orders or execute them on a residual basis.
- 3.13. The Client undertakes not to close trading positions with a loss exceeding 10% of his current balance. In case of closing such a position, the Client is obliged to compensate for the specified loss by replenishing the account or by making a profit from subsequent transactions.



- 3.13.1 The Client shall independently and fully pay all taxes, fees and other mandatory payments, as well as bank fees related to the account and transactions, in accordance with applicable law.
- 3.14. The Company has the right to forcibly liquidate the Client's open positions on the following grounds:
- 3.14.1. the onset of the level of forced closure of positions (Stop-Out) set by the Company;
- 3.14.2. there are grounds to believe that the Client carries out unfair transactions not related to trading activities;
- 3.14.3. taking a position as a result of an error by the Company, including technical failures or incorrect quotes;
- 3.14.4. Creation of excessive load on the Company's servers due to the actions of the Client;
- 3.14.5. the Company's inability to maintain the Client's open position due to changes in legislation, market conditions, relations with third parties involved in the performance of obligations, or due to the actions of these persons;
- 3.14.6. the Company's decision to terminate the Client's service.
- 3.15. Access to the Trading Terminal and quotes is provided free of charge for 1 (one) month from the date of account replenishment; then the cost of use is 100 (one hundred) US dollars per month.
- 3.15.1 The minimum period of service/trading is 6 (six) months from the date of the first deposit.
- 4. Clients have the opportunity to place, modify or activate trading orders to buy or sell instruments during the specified trading hours through the trading terminal or by phone. To place or change orders, it is necessary to have an up-to-date quote of the instrument on the Company's server. Outside of trading hours, there are restrictions on working with orders, depending on the selected terminal.
- 4.1. The order must include the key conditions of the transaction in accordance with these Regulations: the name of the instrument, the volume, the type of operation and the required price (or the specified price limit).
- 4.2. An order is placed at the shortest distance from the current market price displayed on the Company's website and server. In case of discrepancies, the information of the Company's server takes precedence. Under non-standard market conditions, the minimum distance to the order may be increased.



- 4.3. The Company has the right to cancel orders placed by the Client without prior notice in the following cases:
- 4.4. lack of sufficient funds on the Client's account to execute the order;
- 4.4.1. expiration of the established validity period of the order;
- 4.4.2. closing the position to which the placed order is linked;
- 4.4.3. the expiry date of the CFD Instrument;
- 4.4.4. increasing the volume of the position;
- 4.4.5. execution of an order in the event of a price gap occurring, as a result of which the corresponding stop orders or Take Profit may be canceled;
- 4.4.6. execution of the order due to the Company's error (inaccurate quote, technical failure);
- 4.4.7. the appearance of an excessive load on the Company's servers as a result of a high volume of the Client's orders:
- 4.4.8. termination of the Client's service by the Company.
- 4.5. Cancellation or modification of an order after its execution or after it has reached the market price is not allowed.
- 4.6. Limit orders are executed in accordance with the rules established by the Company for each type of trading platform; these rules are set out in the annexes to these Regulations.
- 4.7. The Company has the right to impose restrictions on the number of orders placed by the Client, or on their volumes for any financial instruments.
- 4.8. The Company reserves the right to exclude from the report on the client's trading operations in the terminal those orders that have been canceled or deleted after the expiration of one calendar month from the date of their deletion or cancellation. The cases in which the Company has the right to cancel or delete the client's order without prior notice are set out in detail in paragraph 4.4 of this section.

5. Procedure for determining the mutual obligations of the Company and the Client

5.1. The Company regularly monitors financial obligations to the Client and mutual obligations, including the funds on the Client's account and the current financial result of his unclosed positions. Financial liabilities cover the cash balance of the account and the intermediate result of current positions. In exceptional cases, such as technical failures or force majeure, when it is impossible to accurately determine the current financial result,



mutual obligations are established on the basis of the account balance and the results of the last closed trading day Greenwich Mean Time (GMT).

- 5.2. Automated recalculation of current financial results (unfulfilled income or loss) is performed continuously as quotes for open positions change and is displayed directly in the trading terminal.
- 5.3. The financial total (profit or loss) arising from the client's transactions is reflected in his account immediately at the time of closing the corresponding position on the instrument.
- 5.4. The Client is obliged to comply with the requirement to maintain a sufficient level of margin to ensure open positions.
- 5.5. In the event that as a result of the forced closure of positions, the balance of the Client's account turns out to be negative, the Company has the right to compensate for this loss at the expense of funds on other accounts of the Client.
- 5.6. In the event that due to technical failures or other circumstances beyond the control of the Company, the financial result displayed in the client's terminal is incorrect, the final result is determined in accordance with the calculations prescribed in the Appendixes to these Regulations.

6. Customs duties and fees

- 6.1. The Client acknowledges and understands that the Company's income is formed at the expense of the difference between the purchase price and the sale price (spread) arising from the execution of transactions.
- 6.2. If the Client prefers a commission scheme, he is obliged to pay commissions when opening and closing transactions on Forex and CFD instruments. These commissions are automatically debited from the client's account at the time of execution of the relevant transactions.
- 6.3. The Client is obliged to independently calculate and pay all applicable taxes and fees provided for by the legislation of the country of his tax residence in relation to transactions on the account, and waives any claims in relation to these taxes and fees to the Company.
- 6.4. The Company has the right to charge additional fees for banking transactions, including crediting, withdrawing and returning payments.
- 6.5. The Client is aware that the Company has the right to demand the payment of taxes in accordance with the applicable law, based on the financial results of his interaction with the Company. At the same time, the Company is not authorized to independently write off the amount of taxes or commissions directly from the Client's current account.



- 6.6. In some cases, the Client may be charged additional costs, including fees for the preparation of invoices and documents, cancellation of orders, transfers between accounts, placing orders by phone, as well as bank and regulatory fees.
- 6.7. The Client acknowledges and agrees that in view of the Company's expenses for paying the commission to the Bank for opening and maintaining the account and for providing quotes, the closing of the trading account is allowed either after 6 months from the date of account registration, or after the trading turnover in the ratio of 1:50 (where 1 is the minimum activation amount, and 50 is the required number of trading lots).
- 6.8. The Client may pay additional costs for obtaining access to specialized services provided by the Company.
- 6.9. The Client confirms his obligation to independently calculate and pay all taxes provided for by the legislation of the country of his residence.
- 6.10. The Company has the right to require the Client to pay taxes in accordance with local legislation, calculated based on the financial result of mutual cooperation. These taxes are paid in separate payments, and not by debiting from the Client's account.
- 6.11. Commissions and taxes are charged in accordance with the terms of the Client's trading operations, starting from the moment of registration and based on the total net profit accumulated as of the date of submitting a withdrawal request.
- 6.12. All amounts that the Client requests for withdrawal are considered gross amounts subject to taxation in accordance with the legislation of the relevant country, and the Client has no right to make claims against the Company regarding tax liabilities on these amounts.

7. Rollovers and Rollover Interest

- 7.1. For each open position in Forex and CFDs, a rollover fee is charged daily at the end of the trading day.
- 7.2. This fee may either be charged to the Client or automatically charged to him, depending on the type of instrument and the open position.
- 7.3. The amount of the financing fee is determined by the instrument used and is subject to adjustment in accordance with the current market rates. The commission is withheld or credited on the next business day after it is accrued. The Company reserves the right to make changes to the procedure for its accrual.
- 7.4. The Company has the right to charge the Client a commission for opening and closing positions in Forex and CFDs.
- 7.5. The assigned commission is automatically deducted from the client account when opening or closing positions.



- 7.6. CFDs are linked to underlying assets, such as futures contracts, and are replaced by new assets when they reach their expiry date, which affects CFD quotes.
- 7.7. CFDs do not have a set expiry date.
- 7.8. CFD trading is continuous, with the underlying assets being replaced from time to time.
- 7.9. The Company independently determines the underlying assets of CFDs and the rules for updating them.
- 7.10. In case of changes in the underlying asset, quotes are subject to adjustment, which is expressed in the form of credits to the Client's account or debits.
- 7.11. The spread in quotes reflects market bid and ask prices and leads to bid and ask price adjustments.
- 7.12. Clients are reimbursed in the form of spreads when rolling contracts and standard overnight commissions.
- 7.13. As a rule, the amount of write-offs during replacement exceeds the amount of accruals.
- 7.14. Any client position that remains open at the close of the trading day or during the weekend is automatically transferred to the first subsequent business day.
- 7.15. Rollover of positions entails accrual or write-off of interest for the night.
- 7.16. The Company independently sets the amount of overnight interest.
- 7.17. The Client gives the Company his consent to the accrual or withholding of overnight interest on open positions.
- 7.18. Overnight interest is accrued daily at a certain time in accordance with the rules of the trading platform.
- 7.19. The Client is informed that overnight interest can affect the account balance.
- 7.20. The amount of overnight interest is set by the Company at its discretion.
- 7.21. The Client authorizes the Company to perform transactions with overnight interest.
- 7.22. The Client agrees to the accrual or deduction of overnight interest on each transaction in accordance with the established rate.



APPENDIX No4: RISK INFORMATION

(Appendix No4 to the Agreement on the provision of services in international financial markets)

The purpose of this document (hereinafter referred to as the "Information") is to inform the Client about the risks associated with transactions in the financial markets and to warn him about possible financial losses that may arise as a result of such risks. The following risks are not an exhaustive list, as there are many possible circumstances that arise when performing trading operations.

- 1. Trading in international financial markets is associated with the risks of changes in the value of underlying assets. Such fluctuations can significantly affect the state of the Client's Trading Account, especially when applying leverage. In the event of an unfavorable market movement against the Client's position, losses may exceed the initial investment, including additional funds deposited to support open positions. The Client is solely responsible for taking into account all risks, choosing a trading strategy and managing his funds when performing transactions.
- 2. Some financial instruments are characterized by high intraday volatility, which can lead to both significant profits and similarly significant losses. In the event of a sharp increase in volatility, a decrease in liquidity or other sudden changes in the market situation, leading to price fluctuations of more than 5% during one trading day, the Company has the right to fix the financial result of the Client's transactions at a quote reflecting a change of no more than 5% set by the Company at the time of the beginning of such market changes.
- 3. The Client is solely responsible for losses incurred in connection with violations in the operation of information, telecommunications, electronic and other systems.
- 4. In exceptional circumstances, the execution of orders and processing of the Client's orders may be extended.
- 5. The Client is aware of the possibility of losses resulting from the occurrence of extraordinary circumstances, including:
- 5.1. Mass public unrest, terrorist acts, armed clashes, natural disasters, emergencies, fires, floods, storms, power outages, equipment breakdowns that may cause instability in one or more markets;



- 5.2. Suspension of trading, closure or disappearance of markets used by the Company to establish quotes, as well as the introduction of restrictions or special trading conditions.
- 6. In case of increased risks of transactions, the Client is obliged to take into account that the probability of occurrence of both positive and negative results often coexists and is due to many factors, including the accuracy of market analysis.
- 7. In this regard, the Company strongly advises the Client to carefully assess the extent to which the risks of trading in the financial markets are consistent with his individual financial capabilities and goals.
- 8. This information is provided not to discourage the Client from making transactions, but to inform him about potential risks, facilitate informed decision-making and help him choose an appropriate trading strategy within the terms of the agreement concluded with the Company.

JPM Analytics (Financial Management Limited)

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Green Road, Penistone,

Sheffield, South Yorkshire, England

