



Terms and Conditions of Trading Using Collateral as Deposits

Terms and Conditions – Collateral as Deposits

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1. INTRODUCTION

Errante Trading LLC is incorporated and registered under the Laws of St. Vincent and the Grenadines under Registration Number 191 LLC 2019, having its registered office at Suite 305, Griffith Corporate Center, Beachmont, 2009 Kingstown, St. Vincent and the Grenadines (operating under the trading name “**Errante**” henceforth “**us**”, “**our**”, “**we**”, “**Company**” or “**Errante**”).

The Company provides the Investment and Ancillary Services, as defined herein in Section 5 (hereinafter referred to as the “Services”) in accordance with the provisions of these Terms & Conditions (hereinafter referred to collectively with the Appendices as the “Agreement”) to the client, through its online electronic system(s) (hereinafter referred to as the “Trading Platform”).

This Agreement is made between yourself, as our Client (hereinafter referred to as “**you**” or “**your**” or the “**Client**”) and the Company and may hereinafter be referred to individually, as “**Party**” and, collectively, as the “**Parties**”.

The Business relationship between the Client and the Company shall be governed by this Agreement and the Client Agreement. You hereby expressly acknowledge and agree that by continuing to access and/or use the our Main Website, you are entering into a legally binding contract by and between you and us, and you fully agree to abide by and to be bound by all the Terms and Conditions set out in this Agreement and the Client Agreement, as they may apply to you.

For client protection and satisfaction, you should take time to carefully read this Agreement as well as any other policies, additional documents and information available to you via our website prior to opening a trading account with us. By default, you must read, agree and accept all the terms and conditions set out below, and any additional documents incorporated herein by reference before you establish a Business relationship with us (without modifications).

IF YOU HAVE OBJECTIONS TO ANY OF THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, AND/OR IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, DO NOT ACCESS AND/OR USE OUR ONLINE TRADING FACILITY IN ANY WAY AND INFORM US IN WRITING IMMEDIATELY.

2. COMMUNICATION WITH US

You expressly agree to communicate with us, via Electronic messaging, website posts, email, telephone, or otherwise, to the extent permitted by Applicable Laws and/or Regulations. The communication being made via electronic media or otherwise in order to place Orders, transactions, other notice or additional documentation in relation herein, to the extent permitted by the Applicable Laws and/or Regulations, is to be treated as Confidential, and satisfying any legal/regulatory requirements.

The main language of communication shall be English, and you will receive documents and other information from us in English. However, where appropriate and for your convenience, we will endeavor to communicate with you in other languages.

3. DEFINITIONS - INTERPRETATION

For the purpose of this Agreement, when used in this Agreement, unless the context otherwise requires, capitalized words and expressions shall have the meanings assigned to them in the defined terms that are set forth in bold hereinafter, under the heading "Definitions" and throughout this Agreement:

4.1 "Access Codes" means the User ID/email and password of the Client, which are required to access and use the platform and the client's portal.

4.2 "Agreement" means the provision of these "Terms and Conditions of Trading Using Collateral as Deposits", inclusive of all of its annexes, appendices, attachments, schedules, and amendments, as the same may be in for from time to time and modified from time to time.

4.3 "Balance" means the sum held on behalf of the Client on its Client Account within any period of time, without taking into account any unrealized profit or loss from open positions.

4.4 "Business Day" means a day which is not a Saturday or a Sunday or a public holiday in Saint Vincent and Greandines or any other holiday to be announced on our website.

4.5 "Client" or "client" means "you", "your" and in general terms, including each instance, without limit to a "Natural person" or/ "Legal person": (1) who register a trading account with us, (2) who enters or/ has entered into our online trading platform and/or (3) who has submitted to us all corporate account opening application form(s) including identifiable documentation required by applicable laws and regulations.

4.6 "Client Account" means the personal trading account allocated to the Client, under a unique account number maintained with the Company.

4.7 “Client Agreement” means the provision of the Terms and Conditions agreed by the Client upon opening an account with the Company.

4.8 “Client Virtual Assets” or “Client Funds” means the Virtual Assets that is paid or/ deposited into the Client Account and held for the Client by the Company.

4.9 “Contract For Differences or CFDs” are derivative financial products that are traded using Leverage. CFDs are agreements to exchange the difference in value of a particular instrument or currency between the time at which the agreement is entered into and the time at which it is closed. This allows the Clients to replicate the economic effect of trading in particular currencies or other instruments without requiring actual ownership of those assets. A full list of the CFDs on offer by us is available on our Website.

4.10 “Company’s website” means www.errante.net

4.11 “Execution” means the execution of Clients’ orders on the Company’s trading platform, where the Company acts as a Principal to Clients’ transactions.

4.12 “Equity” means the Balance plus or minus any profit or loss that derives from any open trades plus or minus any other fees or commissions and rollover rates/swaps.

4.13 “Financial Instruments” means any of the financial instruments offered by the Company and which are defined as such under applicable Law or Regulation.

4.14 “Fiat Currency” means any asset that is legal tender in a country or territory and customarily used and accepted as a medium of exchange in its country or territory of issue; in each case as determined by us.

4.14 “Initial Margin” means any funds required for the purpose of opening a CFD position, excluding commission, transaction fees, and any other related costs.

4.15 “Leverage” means the ratio in respect of transaction size and initial margin.

4.16 “Margin” means the amount of funds that a Client is required to deposit and/ or maintain with the Company in order to enter / maintain Transactions with the Company.

4.17 “Margin Close Out” means the percentage of the Margin required for a client account to hold open CFD positions. At a Margin Level of 20%, the Company will automatically close one or more positions at market prices where the Margin Close Out level is reached in order to prevent account losses going into negative territory.

4.18 “Margin Level” means the percentage ratio (%) of the amount of Equity to Margin used and is shown on the trading platform and calculated as follows: Equity/Margin.

4.19 “Rebalance” means at expiration of the loan term, any losses/profits of the Client will be adjusted against the collateral. If, for example, the Client is winning \$5.000 at the time of Rebalancing, then the Client’s actual collateral will be increased by \$5.000 (assuming the collateral is 1 Bitcoin whose value at Rebalancing is \$50.000, then the Client’s collateral will increase to 1.1 Bitcoin).

4.20 “Services” means the services offered by the Company as well as all other services and ancillary services that we may provide in accordance with the terms of our license and in connection with the clients trading with us.

4.21 “Transaction” means any type of transaction subject to this Agreement effected in the Client’s trading account(s) including but not limited to Deposit, Withdrawal, Open Trades, Close Trades and any other transaction of any financial instrument.

4.22 “Virtual Asset” or “Cryptocurrency” means any asset that is: (a) expressed as a unit; and (b) capable of being transferred, stored and traded on a peer-to-peer basis, with or without conditions or limitations. Virtual Assets do not include Fiat Currencies.

5. PROVISION OF SERVICES

5.1 We provide services related to financial “Contracts for Differences”(CFDs) on Forex, Commodities, Shares, Indices, Cryptos and other Derivatives.

It shall be clarified and noted that we deal on an execution-only basis and do not advise on the merits of particular transactions, their legal or tax consequences or portfolio management.

5.2 You assume all responsibility in relation to any investment strategy, transaction or investment, tax costs, and any consequences brought by from any transaction that you perform, and we shall not be held responsible nor you shall rely on us for the aforementioned.

6. PARTICULARS OF THIS AGREEMENT

6.1 By entering into this agreement you acknowledge the following:

- I. You will be making a deposit to the Company using a Virtual Asset.
- II. Acceptable Virtual Assets (cryptocurrencies) by us for deposit are Bitcoin, Ethereum, Ripple and Litecoin. We may add or remove any Virtual Assets as acceptable deposit at our own discretion. The available Virtual Assets for deposit will always be as shown on our Main Website.

- III. We will keep this deposit in the form deposited by You. For the avoidance of doubt, if You deposit in Bitcoin/Ethereum/Ripple/Litecoin with Errante then we will keep Your deposit in Bitcoin/Ethereum/Ripple/Litecoin.
- IV. This implies that You take the market risk for any fluctuations in the market value of the Virtual Asset deposited with Errante.
- V. Errante will also return to the Client any withdrawals in the same Virtual Asset used to deposit, unless specifically agreed between the Client and the Company to return any withdrawals in a different Virtual Asset.
- VI. We will use Your initial deposit and any subsequent deposits governed by this Agreement as a collateral against any funds to be credited (loaned) to Your Trading Account.
- VII. The amount to be credited to Your Trading Account can vary depending on the market value of Your deposit and subsequent mark to market valuations of your deposits.
- VIII. The initial credit/loan granted to You, **with a minimum deposit value equivalent to US\$5.000**, is based on market value of Your initial deposit and follows the table below:

Market Value of Deposit Used as Collateral	Credit/Loan Extended %
Up to US\$10.000	60%
\$10.001 - \$50.000	50%
\$50.001 - \$100.000	40%
Over \$100.000	30%

- IX. **No interest will be charged for the credits/loans extended under this agreement.**
- X. "Loan to Collateral" portion will differentiate on market value of Virtual Asset value placed as collateral. In addition, daily mark to market valuations will be performed by the Company internally to assess any significant drop in the value of Collateral, hence if there is a significant drop in the market value of the Collateral held, below 70% of the deposited market value, then the loan can be recalled or the loan amount can be reduced (since the Company needs to be safeguarded that the loan is fully covered by the collateral).

XI. An indication of the time to Rebalance the loan value is shown in the table below:

Market Value of Deposit Used as Collateral	Time to Rebalance
Up to US\$10k	2 Months
\$10k - \$50k	1.5 months
\$50k - \$100k	1 month
Over \$100k	2 weeks

6.2 We provide negative balance protection limits on a per account basis to a client's aggregate liability for all CFDs which ensures the maximum losses from trading CFDs per account, including all related costs, are limited to the total funds that are in the account. This means that your losses cannot exceed your equity.

6.3 Notwithstanding the above, any indication or suspicion, in our reasonable discretion, of any form of arbitrage performed in your trading account either solely or in connection with other clients of us (including but not limited to risk-free profiting), abuse (including but not limited to participant's trading activity patterns that indicate that the participant solely aims to benefit financially without being genuinely interested in trading in the markets and/or taking market risk), internal hedging in coordination with other parties and abuse of our 'no negative balance', constitute a violation of these Terms and Conditions. In such cases, we reserve the right, among others, NOT to apply our Negative Balance Protection policy and transfer any or all funds you may have in a different trading accounts to set-off the obligations (e.g., negative balance) that have occurred to the other account used for any abusive acts.

6.4 Nevertheless, we also offer margin close-out protection rule set at 20% to ensure your margin is not eroded close to zero (0); negative balance protection; and standardized risk warning. You understand and accept that the risk of loss associated with the corresponding potential benefits for trading CFDs, is reasonably understandable considering the specific nature of the Transaction.

7. CLIENT'S EXPERIENCE AND KNOWLEDGE ON VIRTUAL ASSETS

7.1 You hereby represent, warrant and covenant, without prejudice to any other representations, warranties and/or covenants made under this Agreement that:

- i. You have sufficient knowledge and experience on how cryptocurrencies are traded;
- ii. You understand the risk of having an account denominated in Virtual Asset and the risks it entails;

- iii. You understand the terms of the rebalancing and the initial credit/loan facility provided;
- iv. You act as a principal and sole beneficial owner in entering into this Agreement and/or any trading activity via our platform;
- v. You are willing and financially able to sustain a total loss of funds resulting from trading through our platform; and

Without prejudice to any of the foregoing, we shall not be responsible for verifying and/or checking whether you have sufficient knowledge and experience over Cryptocurrencies nor we shall be responsible for any damages and/or losses incurred by you as a result of insufficient knowledge and/or experience.

If you do not qualify, please do not access and/or use our platform and inform us in writing immediately.

8. SUITABILITY AND APPROPRIATENESS OF VIRTUAL ASSETS

8.1 We will not advise you on the merits or suitability of any services or trading activity performed via our Platform using Virtual Assets pursuant to these Terms and Conditions and the Client Agreement, nor will we manage or monitor your investments. You acknowledge and understand that by executing any order on your behalf does not imply, in any way, that we have approved or recommended that activity.

9. GUARANTEES ON BEHALF OF THE CLIENT

9.1 You state, confirm and guarantee that any funds handed to the Company for trading purposes, belong exclusively to you and are free of any lien, charge, pledge or any other burdens. Further, whatever funds handed over to the Company by you are not in any manner whatsoever directly or indirectly proceeds of any illegal act or omission or product of any criminal activity.

9.2 You act for yourself and not as a representative or a trustee of any third person, unless you have produced, to the satisfaction of the Company, a document and/ or powers of attorney enabling you to act as representative and/ or trustee of any third person.

9.3 You understand and agree that in the event that the Company has such proofs that are adequate to indicate that certain amounts, as classified above, received by you are proceeds from illegal acts or products of any criminal activity and/ or belonging to a third party, we reserve the right to refund these amounts to the sender, either this being you or a beneficial owner of a legal entity.

9.4 Furthermore, you also agree and understand that the Company may reverse any transactions performed in your Trading Account and may terminate this agreement. We

reserve the right to take any legal action against you to cover and indemnify itself upon such an event and may claim any damages caused to the Company by you as a result of such an event.

9.5 You understand and accept that all transactions in relation to trade in any of the financial instruments, will be performed only through the Trading Platforms provided by the Company and the financial instruments are not transferable to any other Trading.

10. CLIENTS VIRTUAL ASSETS

10.1 Clients' Virtual Assets

10.1.1 We cooperate with various Cryptocurrency exchanges which may be regulated in their country of incorporation.

10.1.2 Without foregoing the above, all funds and/or assets, including collateral (by that we mean securities, investments or other financial instruments, acceptable to us in lieu of cash) held by us on behalf of the Client for the provision of our services, will be held in one or more accounts opened with crypto exchanges approved by us.

10.1.3 By accepting this Agreement, you expressly consent that we may maintain your funds in an omnibus account together with other clients' Crypto-funds.

10.1.4 You understand and accept that:

10.1.4.1 your Cryptos held by us do not enjoy the same protections as are available in respect of traditional deposits and financial products;

10.1.5 An omnibus account means that your funds will be pooled with funds belonging to other clients in a Segregated Account. In the event of default of the crypto exchange where these funds are held, a Client has no right to claim against a specific sum in a specific account in the event of insolvency or default of such exchange. Clients' claims may be made against the assets held in the segregated account according to the Laws of that jurisdiction.

10.1.6 Unless you notify us beforehand and in writing, we may allow a third party, such as a crypto-exchange, a clearing house or an intermediate broker to hold control of all or part of your funds where we have transferred your funds: (i) for the purpose of a transaction you entered into; or (ii) to meet your obligations to provide collateral or Margin for a transaction.

10.1.7 You hereby authorize us to make any deposits and withdrawals from your Account with us on your behalf, including, without limitation and prejudice to the generality of the above, withdrawals for the settlement of all trading activity you have entered into under these Terms and Conditions, as well as for the settlement of any and all amounts which are payable by you, or on your behalf, to us or any other person under and/or pursuant to these Terms and Conditions.

10.1.8 The Company will exercise all due skill, care and diligence in the selection, appointment and periodic review of the crypto exchanges and any qualifying market funds for the holding and safekeeping of Clients' funds.

10.1.9 It is commonly understood that any amount payable by the Company to you, shall be paid directly to you to a wallet the beneficial owner of which is you. Virtual Assets transfer requests are processed by us within the time period specified on the Company's official website and the time needed for crediting into your personal account will be almost immediate.

10.1.10 The Company retains a right of set-off and may, at its own discretion, from time to time and without your authorization, set-off any amounts held on behalf and/or to the credit of you against your obligation to the Company. Unless otherwise agreed in writing by us and you, this Agreement shall not give rise to the rights of credit facilities.

10.2 Withdrawal and Deposit of Virtual Assets

10.2.1 The Company shall not accept payments by cash and/or cheque.

10.2.2 You have the right to withdraw the Virtual Assets which are not used for margin covering, free from any obligations from your Account without closing the said Account, subject to any applicable restrictions regarding its operation, and any other right or limitation on such withdrawal. We reserve the right to decline a Client's withdrawal request where such instruction is intended to manipulate the Negative Balance Protection policy of the Company.

10.2.3 The Company reserves the right to decline a withdrawal or deposit request if the request is not in accordance with certain conditions mentioned in this Agreement or delay the processing of the request if not satisfied with the full documentation provided. More information on our accepted payment methods can be found on our [website](#).

10.2.4 Third parties may add fees for:

- i. Incoming/Outgoing cryptocurrency transfers - When transferring Virtual Assets from your crypto exchange/wallet to Errante, and vice versa.
- ii. Currency conversions - When the deposit is in a currency that the selected payment method does not support.

10.2.5 You are fully responsible for the payment details that you provide to the Company and we accept no responsibility if you have provided false or inaccurate wallet address details. You may be requested to provide proof of ownership of the wallet address to which the Virtual Assets are being transferred on withdrawal or closure of the account request.

10.2.6 You agree that any amounts sent by you to an account in the Company's name, will be deposited to your trading account at the value date of the payment received and for the gross amount received at the crypto exchange. For the Company to accept any deposits by you, the identification of the sender must be verified and ensure that the person depositing the Virtual Assets is you. If these conditions are not met, we reserve the right to refund the net amount deposited via the method used by the depositor.

10.2.7 The Company shall ensure that all withdrawals, either in part or in full of the Virtual Assets you deposit with us are sent to the same source where the Virtual Assets came from. Where we are unable to do so, for some reason, and subject to restrictions under the applicable Regulations, we shall return the Virtual Assets as requested in part or full to another verified source, net of any transfer fees, charges or other deductions incurred by the us.

10.2.8 In the event we are not satisfied as to the above and decline an incoming transaction, we reserve the right to return the Virtual Assets to the sender, net off any transfer fees or charges which we may incur. We will send back refunds to the same source from where the Virtual Assets were received. The Company may deviate from this policy provided we have been satisfied that this will not be contrary to any of our policies and applicable Laws.

10.2.9 When a withdrawal request is submitted, the Company will process the withdrawal within one working business day. The withdrawal applications which have not been received during business operating hours and/or on during business days will be dealt with in the next business day. When your withdrawal application is approved, it will be received in your wallet, almost immediately. You should be aware, however, that the actual time for processing may vary. The processing time of any past deposits is not indicative and cannot guarantee that any subsequent deposits would be processed in a similar timeframe.

10.2.10 You agree that the Company or the crypto-exchange that we collaborate with may introduce limits on the total amount of money that can be accepted or transferred by or to us or them at any given time or on an aggregated limit basis. Where the Company sets a deposit limit, based on market circumstances, you will be notified of the same in advance, either through email notification, the trading platform or/and other communication means under the terms of this Agreement. By accepting the terms of this Agreement, we shall have no liability to you where you are unable to deposit any amount to your account due to the deposit limits and you waive any claims that you may have against us in any jurisdiction, to the extent permissible by law, as a result of you being unable to deposit any amount to your account with us.

10.3 Declining of Client's Virtual Assets

10.3.1 The Company has the right not to accept Virtual Assets deposited by you and/or to cancel your deposits and remit your Virtual Assets back to you in the circumstances that include but are not limited to the following:

- i. a client fails to provide us with documents and/or information which we require from you either for client identification or for any other regulatory reason, including with respect to verifying the source of wealth;
- ii. we have reason to suspect your involvement in illegal or fraudulent activity or engage in abusive trading activities;
- iii. we have been informed of a lost or stolen credit or debit card or any other payment method;
- iv. we have reason to believe the documents and information provided to us are misleading, false or fake;
- v. we are unable to identify you as the original remitter of the Virtual Assets; or
- vi. we are unable to return Virtual Assets to the same source payment; and/or
- vii. we decline to do so in order, in our own discretion, to comply with the applicable laws and regulations.

10.4 Withdrawal and Deposit Charges

10.4.1 We are not involved with and nor have any control over any additional fees your crypto exchange/wallet may charge. We, therefore, advise you to check with your crypto exchange/wallet if any additional fees may apply on their side.

10.4.2 Any amounts sent by you to an account or merchant account in the Company's name will be deposited to your trading account at the value date of the payment received and for the gross amount received.

11. WITHDRAWAL LIMITS

11.1 The Company reserves the right to impose withdrawal limits on your withdrawal requests at any time.

11.2 These limits are based on the free margin within a trading account and any other pending instructions to the Company at the point in time when the withdrawal request was submitted. When a withdrawal or refund is performed, we shall only process such requests to accounts held in the account holders name and reserves the right (but shall under no circumstances be obliged) to send the Virtual Assets to the same sender from, and by the same payment through which such Virtual Assets were initially received by us. Should you wish to receive the Virtual Assets in another wallet,

the Company shall request sufficient proof and details of the new wallet address details in order to process such a withdrawal request.

12. COSTS AND CHARGES

12.1 You shall pay the Company's commissions, swaps, spreads, costs and associated charges as agreed with you, and any applicable fees imposed by clearing entities and interest on any amount due to us at the rates then charged by us. We disclose all current typical commissions, charges and other costs on our website. The spread will vary according to market conditions, liquidity, and trade size. You may be notified about any alteration to our commissions, prices, or charges. We may notify you on or after the event.

12.2 It is your responsibility to ask for further clarification should you require so. Any applicable charges are directly deducted from your Account. You may find the comprehensive table with the fees regarding deposits and withdrawals as set out, on our [website](#).

12.3 The Company has the right to charge a fee/penalty for withdrawal without having traded. Specifically, in case of a withdrawal request (i) without significant trading activity, or (ii) when traded with us for arbitrage, or (iii) without trading activity during the first three months since the day the account was initially funded an additional fee/penalty up to 5% will be charged. For more information please visit our [website](#).

12.4 Unless expressly applicable by law, the Company shall not impose on its clients any of the following fees and charges: (a) incomplete application fee; (b) performance fee; (c) maintenance fee and (d) VAT charges on any of the transactions.

12.5 The associated costs and charges may not all be represented in monetary value but may be displayed in other units such as swaps, spread, or roll-over which can vary depending on the instrument and market conditions.

12.6 The Company shall have the right to amend from time to time its costs, fees, charges, commissions, financing fees, swaps, and roll-over charges, found on our website. Such changes shall be displayed on the website and/or the platform while the Client is responsible to check for updates regularly. In the absence of a force majeure event and unless otherwise agreed in this Agreement, we shall be providing you with advance notice on our website.

12.7 You acknowledge that our commissions, spreads, charges, and other costs disclosed to you when opening trade and/or on our website and/or platforms are not guaranteed by us and represent an estimation only based on market conditions at the time that the trade has been opened.

12.8 You further understand and acknowledge that the commissions, prices, spreads, roll over fees and/or credits charged may vary and there may be instances when market conditions cause spreads to widen beyond the typical spreads displayed on our website. We may vary commissions, charges and other costs from time to time and such changes in commissions, charges, and other costs are displayed on our websites/platforms.

12.9 The Company shall not be liable for any loss incurred by the Clients as a result of any graph in inconsistency or misinterpretation on the trading platform.

12.10 We reserve the right to void any transaction containing or based on any 'manifest error' or a price, or series of prices, which are subsequently determined to be unrepresentative of the actual market value of an asset or/product. Without fraud or default action by us, we will not be liable to you for any loss, claim, demand, costs or expenses following any 'manifest error' or such erroneous quote. 'Manifest error' refers to any error that we reasonably believe to be evident or obvious, including without limitation, any offers to execute transactions for exaggerated volumes or at manifestly incorrect market price, quotes or prices at a clear loss.

12.11 Subject to the above paragraphs, Clients are fully responsible for the wallet address details that are provided to us and we accept no responsibility for the Client's Virtual Assets where the Client's details provided are incorrect. In addition, we accept no responsibility for any Virtual Assets not deposited directly into the Company and cannot be recovered.

12.12 You acknowledge and agree that we may make payments to third-parties that assist initiate, conclude or maintain a business relationship between us or our clients (or affiliates).

12.13 In compliance with the applicable laws and regulations or rules of any supervisory authority, we are under no obligation to disclose to or account to you for any profits, benefits, commissions or other remuneration made or received by us by any reason of transaction or investment.

13. COMPANY LIABILITY AND INDEMNITY

13.1 It shall be noted that the Company and any entity related to the Company, will perform transactions in good faith and with proper due diligence but shall not be held liable for any omission, deliberate omission or fraud by any person, firm or company from whom we receive instructions for the execution of the Orders and/or from which transactions are carried out on your behalf, including where this would be the result of negligence, deliberate omission or fraud on the part of the Company.

13.2 The Company will not be held liable for any lost opportunities by you that have resulted in either losses or reduction (or increase) in the value of your financial instruments.

13.3 In case the Company incurs any claims, losses, damage, liability or expenses that arise throughout the provision of the Services and all related operations that are performed as a means for these Services to be performed to you as these are agreed in this Agreement or in relation to the potential disposal of your financial instruments, you are fully liable for these losses/ expenses/ liabilities/ claims whereas the Company bears absolutely no responsibility and it is, therefore, your responsibility to indemnify us for the aforementioned.

13.4 The Company shall not be held liable for any damage caused to you as a result of any omission, negligence, deliberate omission or fraud by the crypto-exchange where the Company's wallet is maintained.

13.5 The Company shall not be held liable for the loss of any of your financial instruments and Virtual Assets in cases where your assets are kept by a third party such as a Crypto-exchange, or for an act, which was carried out based on inaccurate information at its disposal prior to being informed by you, of any change in the said information.

13.6 The Company makes every effort to ensure that the Crypto-exchanges and wallets to which your Virtual Assets and/ or financial instruments are held are of good standing and reputation. However, the Company shall not be held liable in the event of a loss resulting from deterioration of the financial standing of a cryptoexchange, or for an event such as liquidation, receivership or any other event that causes the crypto-exchange of a failure and therefore leads to a loss of all or part of the Virtual Assets deposited.

13.7 Limitation of Liability

13.7.1 Neither the Company nor its directors, officers, employees, or agents shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you under this Agreement (including any transaction or where we have declined to enter into a proposed transaction).

13.7.2 In no circumstances shall the Company have liability for losses suffered by you or any third party for any special or consequential damages, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement, whether arising out of negligence, breach of contract, misrepresentation or otherwise.

13.7.3 You shall pay to the Company such sums as it may from time to time require in or towards satisfaction of any debit balance on any of your accounts with us and, on a full

indemnity basis, any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which the Company may incur or be subjected to with respect to any of your accounts or any transaction or any matching transaction on a Market or with an intermediate broker or as a result of any misrepresentation by you or any violation by you of your obligations under this Agreement (including any transaction) or by the enforcement of the Company's rights.

13.7.4 You acknowledge that you have not relied upon or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement. The Company will not be liable to you for a representation that is not set out in this Agreement and that is not fraudulent.

14. DURATION OF THE AGREEMENT AND AMENDMENT THEREOF

14.1 This Agreement shall be valid for an indefinite time/ period until its termination from either the Company or you or both. This Agreement is considered valid only when the Client will do his/ her first deposit with us.

14.2 The Agreement may be amended in the following cases:

- i. Unilaterally by the Company if such amendment is necessary following an amendment of the law or any regulatory authority issues decisions or binding directives which affect the Agreement. In any such case, we shall notify the Client of the said amendment either in writing or per electronic mail or through its main webpage and your consent shall not be required for any such amendment.
- ii. In cases where the amendment of the Agreement is not required by any change in the legal framework, the Company shall notify you of the relevant amendment through its main webpage and/ or via email. If objections arise, you may terminate the Agreement within 14 (fourteen) days from the notification by sending a registered letter and on the condition that all pending transactions on behalf of you shall be completed. Upon expiry of the above deadline without the Client having raised any objection, it shall be considered that you consent and/or accept the content of the amendment.

16. TERMINATION

16.1 Without Notice

16.1.1 You have the right to terminate the Agreement by giving the Company at least 14 (fourteen) days written notice, specifying the date of termination in such, on the condition that in the case of such termination, all Client's open positions shall be closed by the date of termination without derogating all the provisions aforementioned therein, including all outstanding fees, charges, commissions, penalties and/or dealing expenses incurred by terminating this Agreement; and any losses and expenses realized in closing any transactions or settling payments or concluding outstanding obligations incurred by us on your behalf.

16.1.2 The Company may terminate this Agreement by giving you within 14 (fourteen) days written notice, specifying the date of termination therein.

16.1.3 The Company may terminate this Agreement immediately without giving any notice in the following cases:

- i. Death of the Client;

- ii. In case of a decision of bankruptcy or winding up of you is taken through a meeting or through the submission of an application for the aforementioned;
- iii. Termination is required by any competent regulatory authority or body;
- iv. You violate any provision of this Agreement and in the Company's opinion this Agreement cannot be implemented;
- v. You violate any law or regulation to which you are subject, including but not limited to, laws and regulations relating to exchange control and registration requirements;
- vi. You involve the Company directly or indirectly in any type of fraud;
- vii. An Event of Default as defined in Section 31.3 of the Client Agreement occurs.

16.1.4 The termination of the Agreement shall not, in any case, affect the rights which have arisen, existing commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, you shall pay:

- i. Any pending fee of the Company and any other amount payable to us;
- ii. Any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- iii. Any damages which arose during the arrangement or settlement of pending obligations.
- iv. Failure to provide us with personal identifiable documentation and information within the time frame in which the verification of the identity of a client, not exceeding fourteen (14) days from the initial contract.

16.2 Breach

16.2.1 In case of breach by you of this agreement, we reserve the right to reverse all previous transactions which place the Company's interests and/or all of any of its Clients' interests at risk before terminating the Agreement.

16.3 Events of Default

16.3.1 The following shall constitute "Events of Default" on the occurrence of which the Company shall be authorized to exercise its rights in accordance with the paragraph below:

- i. Your failure to observe or perform any other provision of this Agreement and such failure continues for one (1) business Day after notice of non-performance has been provided to you by the Company.
- ii. The commencement by a third party of procedures seeking your bankruptcy (in case of a natural person) or your insolvency or other similar voluntary cases of liquidation (in case of legal person) under the applicable laws or any other similar proceedings which are analogous to those pre-mentioned in relation to you.

- iii. You take advantage of delays occurred in the prices and places Orders at outdated prices, trades at off-market prices and/ or outside operating hours and performs any other action that constitutes improper trading.
- iv. You die or become of unsound mind (if a natural person).
- v. Any identified Conflict of interest arises and cannot be managed by the Company;
- vi. Any representation or warranty made or given or deemed made or given by you under this Agreement proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given.
- vii. Any other situation where the Company reasonably considers it necessary or desirable for its own protection or any action is taken, or event occurs which we consider that might have a material adverse effect upon your ability to perform any of its obligations under this Agreement.

On the occurrence of an Event of Default the Company shall be entitled to take, in its absolute discretion, any of the following actions at any time and without giving prior notice to you:

1. instead of returning your investments equivalent to those credited to your account, to pay you the fair market value of such investments at the time the Company exercises such right, and/ or
2. to sell such part of your investments as are in the Company's possession or in the possession of any nominee or third party appointed under or pursuant to this Agreement, in each case as the Company may in its absolute discretion select or and upon such terms as we may in its absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realize funds sufficient to cover any amount due by you hereunder, and/ or
3. to close out, replace or reverse any transaction, buy, sell, borrow or lend or enter into any other transactions or take, or refrain from taking such other action at such time or times and in such manner as, at the Company's sole discretion, we consider necessary or appropriate to cover, reduce or eliminate its loss or liability under or in respect of any of your contracts, positions or commitments, and/ or
4. to treat any or all transactions then outstanding as having been repudiated by the Client, in which event the Company's obligations under such transaction or transactions shall thereupon be canceled and terminated.

17. RISK ACKNOWLEDGMENT

17.1 It shall be noted that due to market conditions and fluctuations, the value of financial instruments may increase or decrease, or may even be reduced to zero. Regardless of the information, the Company may provide to you, you agree and acknowledges the possibility of these cases occurring.

17.2 You are aware and acknowledge that there is a great risk of incurring losses and damages as a result of the investment activity (purchase and/or sale of financial instruments) through the Company and our Trading Platform and accept that you are willing to undertake this risk upon entering into this business relationship.

17.3 You declare that you have read, understood and unreservedly accepted the following:

- i. Trading and investing in leveraged and/or non-leveraged Instruments is (i) highly speculative; (ii) may involve an extreme degree of risk; and (iii) is appropriate only for persons who, if they trade on margin, can assume risk of loss in excess of their margin deposit.
- ii. Information on the previous performance of a financial instrument does not guarantee its current and/ or future performance. Historical data are not and should not be considered as reflective of the future returns of any financial instruments.
- iii. In cases of financial instruments traded in currencies other than the currency of your country of residence, you are running the risk of a change in the exchange rate that will decrease the value and price of the financial instruments and affect their performance.
- iv. You must be aware that you are running the risk of losing all your Virtual Assets invested and must only purchase financial instruments if you are willing to do so if happened. Further, all expenses and commissions incurred will be payable by you.
- v. You are aware that any open positions may be automatically closed if you fail to provide the Company with documentation within the required time period.

17.4 The maximum loss that may be incurred by any client is the amount of money paid by them to the Company including rolling fees for day trade deals.

17.5 Each financial contract purchased by a Client via our website is an individual Agreement made between the client and the Company and is not transferable, negotiable or assignable to or with any third party.

18. APPLICABLE LAW, JURISDICTION

18.1 This Agreement and all transactional relations between you and the Company are governed by the Laws of Saint Vincent and Granadines and the competent court for the settlement of any dispute which may arise between them shall be the District Court of the district in which the Company's headquarters are located.