

## **Public Offer Agreement**

The Company World of Investment Technologies Ltd. (hereinafter called the "Company"), provides under the terms of this public (hereinafter called the "Agreement") proposal opening and maintaining a margin trading Accounts for trading operations with CFD, currencies and other financial instruments without physical delivery to any capable individual or corporate entity (hereinafter called the "Client") on and subject to the following terms and conditions:

Any existing agreements with identical subjects between Parties before conclusion of this Agreement terminate since the moment of conclusion the given Agreement.

### **1. Terms and Definitions:**

In this Agreement the following terms shall bear the following meanings:

"Agreement" means this agreement between the parties including the appendices;

"Main Account" is a general account of the Client, where all transactions with funds on the Client's Trading and Investment Account are performed (deposit, investing, withdrawal). The Client can make a deposit on Main Account via any convenient method, and then transfer funds to Trading or Investment accounts. The Client can transfer free funds from Trading and Investment account to Main Account, and then withdraw funds via any convenient method. All operations on fund transactions from one account to another are performed on the Client's Main Account. Main Account is meant for personal usage. Each Client can have only one Main Account.

"Trading Operations" means operations with Financial instruments;

"Spot" means the currency transaction made at the current Market Price with a subsequent delivery/settlement on the second business/banking day upon the transaction made;

"CFD Contract" means contract, based on fluctuations of prices on Financial instruments;

"The Client" - an individual or a legal entity that carries out conversion arbitrage transactions via the Company at quotes provided by the Company;

"Financial instruments" means any market assets, including securities, commodities, interest rates and debt instruments, Currencies, indices, base and precious metals, CFD-contracts;

"Lot" means certain amount of Financial instruments, which can be bought/sold according to Client Instructions;

"Instructions/Directions/Order" means any instruction given by Client to Company for the buying or selling of Lots;

"Trading Account" is one of the Client's accounts. The Client uses the funds on Trading Account for individual trading operations.

"Available Funds" means any cash in the Account which is not subject to any liens or actual liabilities, less the necessary Margin and gross floating loss calculated on the Client's Open Position at the current price of Financial instruments;

"Open Positions" means aggregate risk disclosure, arising from buy or sell of Financial instruments in accordance with Client Instructions pending for subsequent counter-transaction to close/settle such market trades/disclosures;

"Account History" means notice bearing all the information regarding Transactions, fees, charges, commissions, and others including deposits to and withdrawals from, Client Account issued by Company;

"Base Currency" means the currency, in which the Account and all balances, commission fees and charges relating to the Account are denominated;

"Currency" means the (foreign) country official internal monetary unit;

"Securities" means privileged and non-privileged shares, treasury bonds, promissory notes, warrants, futures and option contracts, deposit certificates and other securities of every type and description and other property and investments;

"Market Price" means quotation of the bid and ask prices for Financial instruments given to the Company by a Broker at the current/given moment of time;

"Trading/Business Day" means working day of the relevant market;

"Transaction" means an executed Instruction/Direction;

"Broker/Principal" means brokerage house, bank or other third party through which the Company may operate in order to obtain market price of Financial instruments and/or to execute Client trading instructions interests of Company;

"Official website" of the Company means the web address [http:// www.wit-invest.com](http://www.wit-invest.com)

"Personal Account" means web-interface that allows using services not connected with Trading operations provided by the Company, as well as a source of notices. A Personal Account contains personal confidential information that is available only for individual user and protected by authentication settings (login and password). Personal Account is located at: [https:// my.wit-invest.com](https://my.wit-invest.com) as well as accessed through website of the Company;

"Service" means the facilities, which enable the Client to send/give telephone Instructions or Instructions given through Trading Terminal to buy/sell Lots of appropriate Financial instruments, as well as to have an access to the market, analytical and other information by Personal Account, the Company's website, Trading Terminal and by other means;

"Trading Terminal" means the information and trading platform that allows using of facilities to send Instructions for Trading operations and is a means of receiving notices of the Company for the Client and other background information;

"Bonus-hunting" is a machination in order not to work on Forex, but to withdraw bonus.

"Gap" is a break between prices on a chart that occurs when the price of a stock makes a sharp move up or down with no trading occurring in between. Gaps can be created by factors such as regular buying or selling pressure, earnings announcements, a change in an analyst's outlook or any other type of news release.

"Stop Loss Order" is an order to close a position at the specified price level to lower losses.

"Take Profit Order" is an order to close a position at the specified price level to fix a profit.

"Point, Pip" is the smallest unit of price for any foreign currency (e.g. point of USD/CHF is 0,0001 of CHF, for USD/JPY point is 0.01 of JPY).

"Stop Out" is a condition of main account, when the Client loses opportunity to manage account, and one or more open positions are forcibly closing at the nearest price in order to keep positive balance. Positions can be closed by stop out when Margin Level reaches 10% or lower.

"Spread" is the difference between a buy price and a sell price of a base currency at the same moment of time.

"Margin Call" is a moment when the Client's main account is out of Free Margin, so that account must be deposited or part of open positions must be closed to keep Margin Level at required level. Margin Call occurs when Margin Level reaches 20%.

"Market Execution" is a method of execution of market orders, when the trading order is executed without re-quotes, at prices available at the moment of order execution. At the same time the price of order execution may differ from the price, set by the Client, in both ways: better or worse.

"Leverage" is a ratio of amounts between the trader's funds for use and the amount provided by the broker. The leverage is 1:100;

"Margin" is an amount of a guarantee fee, which is set by the Company and required for opening a position in specific currency for each minimum Lot, and guarantees cover of possible losses due to operations. Margin size for each currency pair on one Lot is defined by authorised person in the Company, taking into account condition of worldwide market and possible risks;

"Sell Limit" is a pending order to sell at price, which is higher than the current price level;

"Buy Limit" is a pending order to buy at price, which is higher than the current price level;

"Buy Stop" is a pending order to buy at price, which is lower than the current price level;

"Sell Stop" is a pending order to sell at price, which is lower than the current price level;

"Trailing Stop" is a floating stop order with a fixed maximum interval from the current price;

"Bid" is the market price at which a trader can sell a financial instrument;

"Ask" is the market price, which the broker offers the trader to purchase a specified financial instrument.

"Regulations" means document placed on the official website of the Company, which sets the rules of margin trading, Authentication (identification) of the Client, Client's Instructions and their execution, logging of all operations on the Client's account.

In this Agreement, words denoting the singular include the plural and vice versa and words denoting gender will include any other gender.

In case of controversies in interpretation of this Agreement terms the English version of this Agreement shall prevail.

## **2. General Terms:**

2.1. The Company is hereby requested and authorised by the Client to act as an agent or as a principal or as a broker to execute the Client's transaction on buying and/or selling of financial instruments on financial markets.

2.2. The Company provides only Service. The Company certainly executes the Client's Instruction/Direction, even despite the fact that such trading operation may be loss-making for the Client.

2.3. The Client takes full obligation and responsibility for any sort of consequences that may result from the execution of the Client's instructions.

2.4. The Client chooses the method of obtaining the Service individually.

2.5. The Client for the execution of this Agreement may provide Instruction / Direction individually, using Personal Account and Trading Terminal.

2.6. General and full conclusion (acceptance) of this Agreement is considered to be a registration of the Client in Personal Account of the Company by following address: [http:// my.wit-invest.com](http://my.wit-invest.com)

## **3. Procedures and Terms of the Service Provisioning:**

3.1. Procedures and Terms of the Service provisioning by the Company, as well as information about their changes are specified at the official website of Company.

3.2. Main charges on the Client's Personal Account are performed in USD, as well as deposit and withdrawal is possible in other currencies depending on the currency the account is open in the Personal Account.

3.3. The Client has the right to freely dispose of the funds on his Main Account, Investment Account, and Trading Account after they are transferred to the Main Account.

The Client is fully responsible for condition of his Main Account during terms of the Agreement. Disputes of the Parties about condition of the Client's Main Account can be solved on the basis of operations, performed by the Client.

3.4. The Company is not obliged to watch the financial state of the Client's operations and/or the characteristics of the Client's account, as well as directing requirements on fund input to support open interests.

3.5. The Company has the right to place in open sources, sources with limited access or offer personal trading recommendations to the Client and forecasts on any operations and/or events.

3.6. The Company does not bear responsibility for the result of trading operations and the decisions made by the Client based on any information offered and/or published by the Company, including the information about the trading account of the Client and the prices of the financial instruments, but not being limited by it.

3.7. The Company has the right, but is not obliged, to close or cancel an operation effectuated as a result of the actions mentioned in the previous paragraph.

3.8. The Client understands and agrees with Procedures and Terms of the Service Provisioning applicable as of the moment of the Agreement execution.

3.9. The Client confirms that he/she gives personally Instructions on buy and/or sell financial instruments on financial markets of the Company World of Investment Technologies Ltd., using Service, Trading Terminal.

3.10. The Client confirms that he/she has no intention at the given moment to use services of Agents, consulting services of third persons or intermediaries.

3.11. Procedures and Terms of the Service provisioning, as well as established procedures for the Company interaction may be changed. Hereby the Client agrees that the Company shall be deemed to notify the Client about changes according to paragraph 19 of this Agreement.

#### **4. Personal Information:**

4.1. The Client hereby states and guarantees that all information the Client supplied during Account registration according to established procedures by the Company (as provided at the Company request) is complete, correct, true, up-to-date and accurate.

4.2. The Company is entitled to rely on such information until notified by the Client of any changes in accordance with interaction procedures established by the Company.

4.3. The Client shall notify the Company of any changes to such information provided previously no later than 3 days after the changes occur.

4.4. The Client states that in any jurisdiction the Client is capable person of legal age.

4.5. The Client agrees that his account will be blocked if he specified incorrect personal information during registration. The Client has the right to open only one Personal Account in the Company. The Client agrees that the account will be blocked in case of detection an access of several persons from one IP.

4.6. The Client agrees that his account will be blocked if he refuses to provide the Company with ID and registration documents.

4.7. The Client agrees that his account will be blocked in case of unsanctioned access to the Company's database and the Clients' accounts.

4.8. The Client agrees that on suspicion of fraudulent his account will be blocked during the investigation time.

4.9. The Company reserves the right to use any algorithms to detect fraudulent or persons, who try to use criminal or illegal money.

### **5. Applicable Rules and Regulations:**

5.1. All Transactions made pursuant by this Agreement in any market shall be subject to the relevant provisions of the constitution, rules, regulations, by-laws, customs and usual practices of the relevant market clearing houses (if any), in which transactions are executed by Company/Brokers/Principals on the Client's behalf and Client's instruction.

5.2. The Rules, which relate to trading operations and transaction closure, shall be binding both on the Client and the Company in respect of Transactions executed on the Client's Instructions.

5.3. The Client states that he has read the Regulations of the Company and agrees to its terms.

5.4. The Client will observe and accept all rules, consideration requirements, timetables and trading facts for and related to the Client's Trading operations/investment as prescribed by the Company.

### **6. Investment Advice:**

6.1. The Client hereby acknowledges that the Company provides the Service and that it has no liability with regard to any advice regarding the suitability or profitability of any Transaction/Trading operation.

6.2. The Client agrees that the Client will not solicit or rely on any such advice from the Company or any of its employees.

6.3. The Client agrees that the Client will independently and without any reliance on the Company make own judgement and decision with respect to each Transaction/Trading operation.

6.4. The Client assumes full responsibility for Transactions/Trading operations in or for the Account and for the Client's investment decisions.

6.5. The Client acknowledges and agrees that the Company and its officers, employees, directors, and Brokers/Principals have no liability with respect to Transactions/Trading operations in or for the Client's Account or for the Client's investment decisions.

## **7. Execution of Instructions:**

7.1. The Client/Agent from time to time will issue Instructions to sell and/or buying Lots on behalf of the Client, using the Service and Trading Terminal.

7.2. On receipt of such Instructions the Company depending on the extent to which the Company considers it to be practicable, will sell and/or buy Lots in accordance with the Client's Instructions and the current conditions in the financial markets.

## **8. Brokers and Counter Parties:**

8.1. The Company is authorised to use services of other Brokers/Principals to perform all or part of its duties under this Agreement and to provide information regarding the Account to such Brokers/Principals.

8.2. The Company may buy or sell Lots on behalf of the Client in order to execute the Client's Instructions/Directions, by placing appropriate Orders/Instructions through any Broker/Principals, other company or client associated with it, which are acting as investment managers, merchants or commercial banks, registered and/or licensed deposit takers, brokers and dealers, and with any other brokers and dealers at the Company's discretion.

## **9. Deposit and Withdrawal of Funds to/from the Account:**

9.1. The Client is informed about all established procedures of deposit and withdrawal to/from the Account, and is committed to act accurately and within the specified time frames due to these instructions in order to make deposit/withdrawal of the funds to/from the Account.

9.2. The Client acknowledges that the Company will not be responsible for financial losses of the Client that may be suffered as the result of the Client's failure to comply with established procedures during deposit/withdrawal of funds to/from the Account.

9.3. When depositing funds to the Account, the Client states the amount of funds. The amount will be paid to the Company through money transfer to the official requisites of the Company specified in the Personal Account or on the Company's official website.

9.4. The Company is not responsible for terms of transfer of the Client's money on the Company's bank account.

9.5. The Client acknowledges that the Company does not accept cash deposits.

9.6. The Client acknowledges that the Client will not be able to access Service and that the Client's Account will not be credited until the Company receives payments in free funds to the official requisites of the Company specified in the Personal Account or on the Company's official website. The Client's Account will be credited exactly with the amount that was actually credited to the official requisites of the Company from the Client's requisites.

9.7. In exceptional case at its own discretion the Company may credit the Client's Account with the amount of funds demanded by the Client prior to actual funds receipt.



9.8. The Client acknowledges that withdrawal of funds can be performed only personally from the Personal Account of the Client via the requisites, specified by the Client, due to conditions of "AML Policy".

9.9. An access to withdrawal transaction can be performed with the help of personal identification information (login and password). The Client acknowledges that identification information is the subject of confidentiality, and the Company shall not be responsible for unauthorised withdrawal from the Client's Account in case of violation of confidentiality by the Client.

9.10. Withdrawal of funds can be performed on condition that the Available Funds on the Account are not less the amount indicated by Client for withdrawal and all trading volume on account exceeds or equal to the required trading volume to withdraw funds.

9.11. The Client agrees that if a withdrawal from the trading account is performed before 14 days after the date of transferring funds to the Account, the commission for early withdrawal of funds in the amount of 10% will be charged from the Client's account. At that time the commission will be charged in the first place. The commission will not be charged, if the Client requests a withdrawal of profit earned for this time.

9.12. The Client is informed that the Client will pay the cost of fund transfer.

9.13. The Client is informed that the Company issues no cash.

9.14. The client acknowledges that withdrawal of funds is processing within 7 (seven) business days by the Company.

9.15. The Company has the right to limit or refuse the withdrawal of funds in case of incomplete personal data provided by the Client, as well as in the Client's failure to confirm his identity in accordance with the registration information provided by the Client. The Company is not responsible and does not guarantee the receipt by the Client of withdrawn funds or compliance with any deadlines of receipt of withdrawn funds, if the bank details specified for withdrawal are other than the Client's personal requisites.

9.16. On condition of open positions on the Account withdrawal application can be processed in case if the amount of withdrawal is less than half of the amount available for withdrawal. If there is a necessity to charge bonus funds and/or 10% commission on condition of open positions, withdrawal is performed only with the written consent of the Client, as 10% commission and bonus funds will be charged from the amount, which will be calculated at the time of processing the application. Profit/loss during open positions is floating and impacts amount of available funds.



## **10. Swap**

10.1. The Client agrees to pay/receive swap payment/interest arising from Open Positions left overnight, according to correspondent financial markets swap interest rates by the Company, which will be calculated and paid/received by the Client, and stated in the Account History.

10.2. Swaps are variable units and change due to interest rate changes in countries, which currencies are quoted in the currency pair. The Company has the right to change swaps on currency pairs and CFD contracts, notifying Client by publication of swaps. From Friday to Monday swap is charged for one day. From Wednesday to Thursday triple swap is charged.

## **11. Lien:**

All Transactions relating thereto, now or hereinafter to be held or carried out by the Company for and on behalf of the Client are to be held by the Company as a lien/collateral for the payment of any of Client's liabilities to the Company.

## **12. Bonus-hunting**

12.1. All actions that may cause loss to the Company on account of receiving bonus are strictly forbidden.

This rule concerns the Clients that trade in the company not for own profit, but to receive benefit from bonus.

12.2. Systematic opening of opposite positions while conditions of pending bonus are unfulfilled is considered as bonus-hunting.

12.3. The Client agrees that pending bonus may be reduced proportionally on amount of withdrawal to amount of the first deposit.

12.4. The Company has a right to use other methods of bonus-hunting detection not specified in the agreement.

12.5. The Client agrees that on suspicion of bonus-hunting all bonuses will be charged and his account may be blocked during investigation of an incident.

## **13. Trading Profit and Loss:**

13.1. The Company is specifically authorised by the Client to transfer necessary funds from the Client's Account without any request or notice to Broker/Principal/Company to cover trading loss resulting from/relating to Transactions/Trading operations executed by the Company on behalf of the Client, in accordance with the Account history. The Company is specifically

authorised by the Client to transfer consideration trading funds/trading profit resulting from any trading in Transactions/Trading operations executed by the Company on behalf of the Client from Broker/Principal/Company to the Client's Account without any request or notice, in accordance with the Account history.

13.2. The Company does not bear any responsibility for a damage the Client may incur in case the Client's password becomes known to the third parties, as well as in case of unauthorised third party access to the Client's communication means used to enter Contracts and to make Transactions under the terms of the Agreement.

13.3. The Client is responsible before the Company and the third parties in regard to Client's transactions, even in case of unauthorised password usage.

13.4. The Company does not bear any responsibility in case the Client sustains damage resulting from the events, actions or omissions for reasons independent from the Company and beyond the Company's control such as: actions or omissions that include delays in transmission, placement and execution of orders; distortion in transmission of orders and/or information caused by errors, failures or malfunction of communication and data transfer systems; disruption of power supply; damage to the Client's computer or associated hardware incurred while using the software; or for other reasons independent from the Company.

#### **14. Account Confirmation:**

Account confirmations will hold the complete accounting/transactions information in respect to the Client's Account, including Available funds, actual/floating profits/losses arising from open/closed positions/transactions, marked-to-market at the relevant market closing prices, as well as notices of deposit and/or withdrawal to Client's Account/ from Client's Account, fees, charges, commissions, swap payments/interest, and all other expenses/revenues resulted from/related to Transactions/Trading operations executed/carried out by the Company on behalf of the Client.

#### **15. Information Recording and Registration:**

15.1. The Client understands and agrees that for mutual protection the Company may electronically monitor or record any of the operations or telephone conversations conducted by the Client with the Company.

15.2. The Company has the right to record (including record of phone calls) negotiations with the Client in order to anticipate and adjudge disputes, check reliability of information provided by the Client and deny provisioning of services to the Client in case of disagreement or attempts to mislead the Company, receive required information for service provisioning, including copies of documents to identify the Client.

#### **16. Liquidation of Open Positions:**

16.1. In case of deficit of Available funds on the Client's Account that are required to maintain Open Positions, Company /Broker/Principal may liquidate Open Positions on the Client's Account at the given Market Price and at its sole discretion and without notice/written confirmation of the deal issued for the Client. The record of such a deal must be stated in Account History.

16.2. Stop Out occurs once the amount of the Available Funds on the Client's Account reaches 10% or below of the required Margin. The Company has a right to liquidate whole or part of Open positions without notice. The Company has a right to liquidate whole or part of Open positions on CFD contracts on futures on the Client's Account without notice at the date of expiration of the contract at the last market price of the trading session.

### **17. Notices:**

17.1. Notices and other communications delivered to the Client via appointed Agent or e-mail address/mobile telephone provided by the Client for the purpose and to Personal Account or published on the official websites of the Company are deemed to have been personally delivered to the Client.

17.2. The Client agrees to receive messages from the Company at any time and via any method:

- E-mail;
- Fax communication;
- Phone communication;
- Postal Matter;
- Information released via the Company's website.

17.3. Any information both electronic and hard copy is considered to be received by the Client immediately after it was sent.

### **18. Validity and Enforceability:**

18.1. The proposal to enter into this Agreement is a public offer (for an indefinite number of persons). Agreement shall enter into force as a result of the confirmation of unconditional consent of the Client with terms of the Agreement (Acceptance). Acceptance is the registration of the Client's Personal Account and confirmation of agreement to the terms of the Agreement in accordance with established procedures of the Company, transfer of funds to the Client's Account and the actual receipt this funds by the Company.

18.2. This Agreement shall be regulated by the law of the country of the Company's registration.

18.3. Issues not settled by this Agreement shall be regulated by the law of the country of the Company's registration.

18.4. If any provision of this Agreement shall not be held to be illegal, invalid, void or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected. The legality, validity and enforceability of the whole of this Agreement shall not be affected in any other jurisdiction.

18.5. The Company has a right at any time to amend or modify this Agreement, including any and all appendices, as well as to change the conditions of work and conduct by posting these amendments or the changes on the official website of the Company. The Client agrees that these amendments or changes shall take effect after their publication on the official website of the Company.

18.6. World of Investment Technologies Ltd. Company preserves the right to break agreement unilaterally without notification in case of fraudulent, if the Client breaches an agreement, uses trading methods that may cause loss to the Company or threaten directly or indirectly the Company's existence, whether it is economic or technical activity.

18.7. World of Investment Technologies Ltd. Company preserves the right to block the Client's Account for time of investigation or break agreement unilaterally without notification in case of fraudulent, if the Client breaches an agreement, uses trading methods that may cause loss to the Company or threaten directly or indirectly Company's existence, whether it is economic or technical activity, including high server loads. However, the Company is obliged to refund initial deposit without fees.

18.8. World of Investment Technologies Ltd. Company preserves the right to open, maintain and close the Clients' accounts at the website <http://www.wit-invest.com>. World of Investment Technologies Ltd. management decisions regarding any quality of the Client's account, Service usage or dispute settlement, is not final, and can be reviewed by World of Investment Technologies Ltd. in connection with new circumstances, or in court, according to paragraph 18.9 of the present Agreement.

18.9. The Agreement and any related questions are regulated and interpreted in under the laws of Saint Vincent and the Grenadines. Each party agrees with the fact that respective courts of Saint Vincent and the Grenadines have an exclusive jurisdiction in respect of any claims, disputes or controversies, regarding the Agreement and any questions occurring in its connection, and refuses any right of obtestation of the suit brought to these courts, or claims that the suit was brought to the wrong court, or that these courts do not have respective authorities.

18.10. The Client agrees to fulfill requirements and execute orders of the court, including but not limited to requirements and orders, regarding any of the Client's assets.

### **19. Waiver:**

Any easing of terms or forbearance granted to the Client by the Company, or any non-execution or inexact execution by the Company of any Instructions of the Client due to any conditions or situation in the financial market shall not be interpreted as a waiver by the Company of any rights hereunder.

## **20. Successors:**

The Client agrees that this Agreement and all terms and conditions hereof will remain in full force and effect for any heirs, executors, administrators, personal representatives or assignees of the Client. This Agreement will also extend to the Company, its successors and assignees.

## **21. Force Majeure:**

21.1. The Parties do not bear responsibility for failure to fulfill or improper fulfillment of obligations and deadlines under the contract due to force majeure circumstances: (floods, earthquakes, other natural disasters, military situation, and similar public events), legal force majeure (prohibitive and restrictive resolutions by senior government bodies, strikes and other social and political phenomena which caused the inability of proper fulfillment or breach of the contract); technical force majeure (cyber-attacks on the company's servers, problems on the part of Internet service providers, etc.), and other circumstances beyond the control of the Company's management.

The parties try to regulate all disputes that might arise out of present Contract by negotiating them in written form. The Client's claims are considered by the Company within ten working days from the moment of receiving.

21.2. In case of an occurrence of force majeure circumstances the Company has the right to:

- close one or more transactions at a price that the Company considers fair;
- take or, conversely, do not take any action concerning the Company, the Client and other clients, if the Company reasonably considers it appropriate in the circumstances.

21.3. The Client agrees that the Company and its directors, officers, employees and Brokers/Principals will not be liable for any failure or delay to perform obligations on its part or for any losses caused directly or indirectly by any condition or circumstances over which the Company, its directors, officers, employees and Brokers/Principals do not have direct control, including but not limited to government restrictions, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or power supply systems, communication, telephone, and other problems with software (system or applied), both in the local terminal and server, hackers' attacks, theft, war (whether declared or not), severe weather, earthquakes and strikes.

## **22. Indemnities:**

The Client agrees to indemnify and keep indemnified the Company and its directors, officers, employees and Brokers/Principals for any loss, cost, claim, liability or expense arising out of or in connection with any breach by the Client of any of the Client's obligations under this

Agreement, including any cost reasonably incurred by the Company in connection with the closure of the Account or in collecting any debts due to the Company.

### **23. Taxation:**

23.1. The Client declares that all and any corporate/personal taxes will be paid by the Client/the company the Client represents in according to laws and the constitution of the country of the Client's present residence.

23.2. The Client acknowledges that the Company does not give the Client any legal, tax or accounting advice.

23.3. The Client hereby indemnifies the Company of any responsibility for the Client's fulfillment/unfulfillment of any tax obligations The Client can have in respect of Funds on the Client's Account or profits the Client gained as result of market Transactions undertaken by the Company for and on behalf of the Client.

### **24. Bankruptcy/Insolvency:**

24.1. In case of bankruptcy/insolvency of the Company the Client has a right to claim the Available funds/equity on the Client's Account, as it is stated in the Account history, from the Company direct successor/associate.

24.2. In case of insolvency/bankruptcy of the Broker/Principal through which the Company operates in order to execute the Client's Transactions, the Client has a right to claim the Available funds/equity on the Client's Account, as it is stated in the Account History, directly from the governmental/nongovernmental securities and futures/financial markets brokerage associations/commissions for audit/control, of relevant markets in accordance with international laws.

### **25. Entire Understanding:**

25.1. This Agreement together with all other agreements between the Client and the Company relating to the Account and terms contained on statements and confirmations sent/given to the Client contains the entire understanding between the Client and the Company concerning the subject matter of this Agreement.

25.2. The Client understands that this Agreement may not contain a complete and comprehensive description of all the terms, conditions and procedures of financial instruments due to the global outsourcing market.

25.3. The Client understands and accepts that the terms of this Agreement and its conclusion is consistent with the goals and aspirations of the Client from trading with CFD, currencies and other financial instruments

## **26. Confidentiality:**

26.1. The Client confirms agreement to process and keep the Client's personal information by the Company, including (but not limited to) commitment of actions (operations) with personal information, collection, systematisation, accumulation, storing, refining (update, change), usage, deprivation of individuality and deletion of personal information.

26.2. The Company guarantees that all personal information received from the Client, information about the Client's Account, information giving the right to access to the Client's Account, such as a login and a password to the Account, as well as other access and authorisation codes that are required to deposit/withdraw funds from the Account, is strictly confidential, and shall not be disclosed to any third party without authorisation.

26.3. The Client understands that nobody can require from the Client to disclose this information in full or in part. Client also understand that confidentiality violation from the Client part can result in unauthorised by the Client access to the Client's Account and consequently possible financial losses through conduct of transactions unauthorised by the Client.

26.4. The Client understands and agrees that the Company will not be liable for the Client's financial losses that arose as a result of confidentiality violation, as well as for interaction between the Client and the Agent in the Account to which the Client provides the right to access.

## **27. Agreement Duration:**

27.1. This Agreement shall enter into force upon its registration in accordance with the procedures established by the Company.

27.2. The actual Agreement is valid during an undefined period.

27.3. Any of the Agreement and the conditions of service provision through the website of the Company under this Agreement is an integral part of the Agreement.

27.4. Accepting this Agreement, the Client agrees to all current and future conditions of this Agreement, terms and usage of services, and confirms understanding of technical requirements.

27.5. This Agreement shall continue to be in full force and in effect, until receiving by the Company of Client's notice of its termination, or receiving by the Client from the Company of the notice of its termination according established by the Company procedure. In both cases the Client will confer to the Company the right to liquidate the Open Positions on the Client's Account.

27.6. World of Investment Technologies Ltd. Company preserves a right to break the agreement unilaterally without notification in case of fraudulent, if the Client breaches an agreement, uses trading methods that may cause loss to the Company or threaten Company's existence, whether it is economic or technical activity.



27.7. In the case of termination of the present Agreement, all amounts the Client is obliged to pay to the Company are to be paid immediately, including (but not limited to):

- All debts relating to any fees, expenses and charges;
- Any expenses caused by termination of the present Agreement, as well as costs involved with transfer of the Client's investments to another investment company;
- Any other losses and expenses involved with trading position closing or connected with any other obligations the Company incurred due to the Client's fault.

27.8. Upon termination of this Agreement, the Available Funds on the Client's Account, calculated and payable upon closing out of all Open Positions on the Account, will be transferred to the requisites of the Client according to Payment Instruction form given/mailed by the Client to the Company. Deficit or debit balance on the Client's Account resulted thereupon will be in full transferred by the Client in favour of the Company on/before the date prescribed by the Company.

#### **28. Agreement Registration:**

This Agreement shall be mandatory registered in accordance with the procedures established by the Company. This Agreement shall not be valid without appropriate registration.

#### **29. Risk Disclosure:**

29.1. The Client may sustain a total loss of the initial margin and any additional margins that the Client deposits with Company to establish or maintain of Client's Open Positions. If the market moves against of Client's Open Positions the Company shall have right to liquidate whole of or part of Client's Open Positions on the Client's Account without notice, according to paragraph 17 of this Agreement.

29.2. The Client acknowledges that in case of adverse market conditions (for example, the output of significant news, etc.) may be some difficulties with dealing procedure via telephone or internet. In case of adverse market conditions, execution prices of the pending orders can differ from specified prices in pending orders. In case of adverse market conditions, sending of requests, modify, deleting of orders can be difficult. In this case also execution time of orders may increase.

29.3. The Client acknowledges that Risk Disclosure cannot, of course, disclose all the risks and other significant aspects of trading operations with financial instruments.

29.4. The Client acknowledges all the risks from trading operations with financial instruments, effusing from the Client's actions and legal relationship with the Company World of Investment Technologies Ltd., however the Client has no comprehensive list of risks, due to impossibility to foresee all reasons and consequences of the Client's actions and financial markets' behaviour.

29.5. The Company is not responsible for the quality and operability of telecommunication systems and connections to Internet by which the Company provides the Client with services, as well as not responsible for defects with telecommunication systems and Internet access.

29.6. Given Agreement includes three appendices: 1. [Regulation](#), 2. [Risk Disclosure](#), 3. [Order of service provisioning](#), which are an integral part of this Agreement.

The Client hereby confirms that this Agreement, Terms and Procedures for Services provision, Risk Disclosure, as well as all procedures for interaction with Provider have been explained to the Client in comprehensible language, and that the Client accepts this Agreement.

It is understood by the Parties that this Agreement shall be deemed made at the place of location of the Company

Juridical address: Suite 305, Griffith Business Centre, P.O. Box 1510, Kingstown, Saint Vincent and the Grenadines.

The Client is warned by the Company about risky character of orders, conducted in accordance with this Agreement and that the risk may be significant. Before acceptance of this Agreement the Company focuses the Client's attention on the fact that during terms of this Agreement the Client has both opportunity to increase own funds credited on the Main Account and risks to lower them right up to full loss. The Client personally studied a municipal law of the Client and acknowledged about legal regulation, as well as obliged to fulfil the right of the Company's registration with the aim of this Agreement, which is executed on the territory of the Company's registration.