

# **AGREEMENT WITH THE TRADER ON IMPLEMENTATION OF TRADING ACTIVITIES ON THE TRADING PLATFORM**

This Agreement can be translated into any language, in accordance with the language of the site. In this, the English version is considered a priority.

## **1. 1. This Agreement is concluded among:**

1.1. The company Clearpoint Finance Ltd (8 Pandora Close, Locks Heath, Southampton, Hampshire, SO31 6BS, UNITED KINGDOM.) Reference Number 932786, and an individual, who in one way or another registered a trading account with the Company (hereinafter - "Client" or "Trader"), together referred to as the "Parties".

1.2. The Company provides the Client with access to the trading platform for trading in the Forex market and Contracts for Difference(CFDs) through its website on the domain name (as well as on all sub-domains of the specified domain name).

1.3. This License Agreement (hereinafter referred to as "Agreement") governs the use of the Company's trading services by the Trader. In addition to this Agreement, the relationship between the Trader and the

Company is also governed by the additional rules set out in such sections as “KYC Policy” and “AML Policy”, as well as in “Risk Disclosure” and “Bonus Agreement” sections available on the site.

1.3.1. The Company’s services under this Agreement are:

1.3.1.1. Opening and servicing a personal account and (a) trading account (s) of the Client.

1.3.1.2. Providing the Client with access to trading platforms that allow receiving information and quotations from the Company and carrying out trading operations.

1.3.1.3. Execution of trading and non-trading orders of the Client, the result of which is a change in the amount of funds on the client’s trading account.

1.3.1.4. The provision of consulting and information services, when the Client accepts that any consultation or information, which the Client received from the Company, is not an inclined endorsement of action but is for guidance only.

1.4. The fact that the Company confirms the provision of services to the Client is a registered Personal Account or processing of any trading or non-trading transaction of the Client, including crediting funds to a specific trading account of the Client.

## **2. Main provisions**

2.1. The Client, by the fact of registration on the website of the Company, agrees to accept the obligations under this Agreement in full. This Agreement, together with the additional sections listed in paragraph 1.3., regulates the relationship between the Client and the Company, determining the procedure for using the Company's trading services.

2.2. The Client, registered on the Company's website, confirms that:

2.2.1. The information provided by the Trader is true.

2.2.2. The Trader is of age in the country of the Trader's residence.

2.2.3. The Client's personal information will be updated on time.

2.2.4. Obligations to third parties that the Trader has, as well as the current legislation of the country where the Trader lives will not be affected by the use of the Company's services.

2.3. The Company reserves the right in any way to modify the company's site or its contents, the trading platform, access to which is provided to the Client, as well as the content of its services. Claims against the Company for any losses incurred by the Trader as a result of such modifications are not accepted.

## **3. Legitimacy of the Company's services**

3.1. The company disclaims responsibility for the legality of the Company's services in the legal space of the country where the Trader lives. The company does not provide legal advice regarding the authorization or prohibition to use the Services of the company by the Trader. The client undertakes to verify the legitimacy and availability of the legislative base prior to the fact of registration with the Company, or to limit its trading activity by manipulation with the Forex platform.

3.2. The company does not act in contradiction with the legislation in force in the legal space of the country where Client lives. The Company disclaims any responsibility for the unauthorized or illegitimate use of the Company's services by the Trader. By the fact of registration on the Company's website, the Client undertakes to comply with the legislation of the country of residence with respect to trading in the Forex market and Contracts for Difference (CFDs).

3.3. Bertax sro with ID 53762487, address in Šípová 57/1, 949 01 Nitra will be an additional payment method inside the client's account.

#### **4. Access to the Company's services**

4.1. A person who is under the age of minority in the country where he lives cannot become a Client. In case of doubt about the Client's age, the Company has the right to demand a document confirming the fact of reaching the age of majority by the Trader. In the event that such a document is not provided or the Company suspects the existence of the document forgery, the Company is entitled to freeze the Client's trading account and cancel his access to the Trading Platform.

4.2. Representatives of the Company have the right to verify the accuracy of personal data specified by the Client. The audit is carried out in the form of a request for the relevant documents of the Client (passport or driver's license, utility bills and / or bank statements). The procedure for cooperation between the Client and the Company in this case is regulated by the "KYC Policy" section. The Company has the right to demand notarization of the requested documents. In the event that the Company's requirement to provide the necessary documents has not been fulfilled within the specified time frame, the Company reserves the right to freeze the Client's trading account and to cancel his access to the Trading platform. In the event that the internal security department of the Company has grounds for suspicion that the documents are tampered with or distorted, the Client is deprived of access to the Trading platform and can no longer use the services of the Company. In this case, the Client is obliged to pay all the costs of the Company for the maintenance of the trading account specified in paragraph 12.2.1. The company is not obliged to inform the Client of the details of the verification of documents.

4.3. The Company without the Client's notice has the right to any identity check of the Client. This check may include checking the correctness of the name, address, age, credit history and business activity. To carry out this type of inspection, the Company may involve third parties. In case of detection of a forgery from the Client, the Company reserves the right to block the Client's Trading Account and prohibit the use of the Company's Services in the future.

4.4. The documents required by the Company from the Client for the verification of the identity must be provided by the Client until the first replenishment of the trading account by the Client or no later than ten working days from the date of the first crediting of funds to the Client's trading account. Otherwise, the Company reserves the right to restrict access to doing trade and non-trade transactions until the requested documents pass the procedure of verification by the Company

## **5. Eligibility of this Agreement**

5.1. A Client who does not agree with any clause of this Agreement shall immediately cease using the Company's Services by removing all software and cancelling his Trading account according to the rules for closing a trading account specified in paragraph 15 of this Agreement.

5.2. This Agreement may be revised and updated by the Company in any way, if necessary. The Company shall not be obliged to notify the Client of the amendment of this Agreement, as well as of any other additional Agreements. Any changes come into effect within a calendar week after they are published on the Company's website. In the event that the Client does not agree with the changes made by the Company, he must immediately stop using the Company's Services and cancel the Trading Account according to the rules for closing a trading account specified in paragraph 15 of this Agreement. The Company is not responsible for untimely acquaintance of the Trader with this Agreement, as well as any other Agreements and their changes published on the Company's website.

## **6. Client's trading procedure**

6.1. The Client makes a request or an instruction. This order or request is put on validation in the client terminal. Calculation of the floating profit / loss by position, as well as the calculation of the Stop Out level, is not performed at this time.

6.1.1. The client terminal sends the request/order to the server.

6.1.2. When the server gets the Client's request or an order, correctness of this transaction is necessary to be checked. Preliminary calculation of the floating profit/loss by position, calculation of the Stop Out level is not performed at that.

6.1.3. In the case of the correctness of the Client's request/order, this request/order is placed in the queue. The queue is formed by the time of getting the request/order. When the correct request/order is placed in the queue, the current processing status of the request/order ("Order is accepted") is displayed in the "Order" window of the client terminal.

6.1.4. The request/order received in the queue before other requests/orders is forwarded to the Company for processing. The "Order" window of the client terminal displays the current processing status of the request/order ("Order is in process").

6.1.5. The Client's request/order is processed; the result of processing is transferred to the server.

6.1.6. The result of processing the request/order of the Client is sent by the server to the client terminal.

6.1.7. The client terminal receives the result of processing the Client's request/order from the server, provided the connection between the client terminal and the server is stable. In the client terminal log, the time of receipt of the result on the Client's trading terminal is fixed, the time of sending the result from the server to the client terminal is indicated in the server's log. These indicators may vary.

6.2. In the event that the Client's request/order is in the queue with the status in the client terminal "Order is accepted", the Client can cancel the request/order. The cancellation of the request/order is made by clicking on the "Cancel order" button in the client terminal.

6.3. In the event that the Client's request/order is marked with the status "Order is in process", the Client has no right to cancel the request/order.

6.4. The time set by the Company for the maximum processing of one request/order of the Client is three minutes. In the event that the Client's request/order is not transmitted to the client terminal within a specified time, then this request/order is removed from the queue.

6.5. The Client receives quotes through the client terminal. These quotes are indicative and represent data (received from the liquidity provider) on the best Ask and Bid prices available on the market.

6.6. All issues related to determining the current level of prices in the market are in the sole competence of the Company.

## **7. The procedure for processing non-trading or questionable transactions**

7.1. The Company reserves the right to reject the Request/Order of the Client in the following cases:

7.1.1. If the Client has executed the Request/Order before the receipt of the first quotation on the trading platform.

7.1.2. If the number of Requests/Orders for open positions of the Client exceeds the frequency equal to ten orders for each open position.

7.1.3. If the Client does not have sufficient amount of free margin to open a position.

7.2. Depending on the reason specified in paragraph 7.1., the following messages will appear in the client terminal window: "Off quotes", "Canceled by dealer", "Not enough money", "Trade is disabled".

## **8. Rules for opening and closing transactions, the procedure for determining the amount of payment on the transaction**

8.1. The trading operation for the purchase is carried out at the Ask price. The trading operation for the sale is at the Bid price.

8.1.1. In the event that a long position is opened, then it is carried out at the Ask price. In case of opening a short position, it is carried out at the Bid price.

8.1.2. In the event that the long position (sale) is closed, it is made at the Bid price. The closing of the short position is carried out at the Ask price.

8.2. The process of moving open items on the next day starts at 11:59:45, the server time is understood.

8.3. The company reserves the right to change the value of swaps and commissions.

8.4. The Client undertakes to pay the Company a commission and other costs in the amounts indicated on the Company's website.

8.5. The amount of commission and other costs may be changed by the Company without prior written notice to the Client. The Company undertakes to publish all changes related to the size of the commission and other costs on the Company's website.

8.6. Except in special cases specified in the regulatory documents, the Company is not obliged to provide the Client with information regarding income received as a result of commissions or other fees earned by the Company as a result of the Client's trading.

8.7. The Client undertakes to contribute and maintain the initial margin and/or margin for the locked positions in the amount established by the Company.

8.8. The initial margin and/or margin for the locked positions is fixed when the position is opened.

8.9. The Client undertakes to independently monitor the level of the required margin on his trading account.

8.10. The Company is not responsible for Stop Out on the account, which occurred as a result of late receipt of funds to the Client's account.

8.11. The order of opening a position.

8.11.1. When submitting an order to open an item, the Client must specify the following mandatory parameters:

8.11.1.1. The name of the instrument.

8.11.1.2. The amount of the trade.

8.11.2. To open a position by means of a client terminal without using an adviser, the Client needs to click the Buy or Sell button at the moment when the Company's stream prices meet his expectations.

8.11.3. To open a position by means of a client terminal using an adviser, a transaction is performed at the current quotation.

8.11.4. To open a position via a client terminal without using an Expert Adviser, the Client makes a request. After receiving the quotation (Bid/Ask), the Client has the opportunity to open a position by clicking the Buy button or the Sell button. The Company has the right to withdraw the quotation if the Client does not send the instruction within three seconds after receiving the quotation and also if the quotation becomes invalid as a result of the market movement.

8.11.5. To open a position via a client terminal using an Expert Adviser, a request is generated. If the quotation offered by the Company differs from the quotation of the adviser by not more than the maximum deviation, the adviser sends to the server an order to open the position on the quotation offered by the Company.

8.11.6. When a Client orders the server to open a position, it automatically checks the status of the trading account for available margin for the open position. This leads to:

8.11.6.1. A new item is conditionally added to the list of open positions.

8.11.6.2. A new level of required margin is determined for the aggregate client position, including a conditionally added new position, at the current market prices at the time of verification.

8.11.6.3 Floating profits / losses for all open positions are calculated at current market prices, except for a conditionally added position.

8.11.6.4 A new amount of free margin is calculated.

8.11.6.5 Based on the results of the calculation of the new free margin, it is decided to open a position.

8.11.6.5.1. In the event that the free margin is greater than or equal to zero, the total client position with regard to the conditionally added position does not exceed the established limit for this type of account, the position is opened. The opening of the position is accompanied by the corresponding entry in the server log-file.

8.11.6.5.2. If the free margin is greater than or equal to zero and the total client position, taking into account the conditionally added position, exceeds the established limit for this type of account, the position does not open.

8.11.6.5.3. If the free margin is less than zero, the Company has the right not to open a position.

8.11.7. If at the moment when the Company processes the Client's orders, the current quote on the instrument changes, then the Company has the right to offer a new price. In this case, the "Requote" window appears. A client who wants to open a position at the newly proposed price should answer "Ok" within 3 seconds, while the quotation remains relevant. In this case, the order is returned to the server and passes all the prescribed stages of verification. If, during the time of the quotation's actuality, the Client does not accept the new price, then this is considered a refusal of the Client from the transaction.

8.11.8. The Client's order to open a position is considered to be processed and the position is opened after the corresponding entry appears in the server's log-file.

8.11.9. Each open position in the trading platform is assigned a ticket.

8.11.10. The Client agrees that the Company needs some reasonable time to perform an order.

8.11.11. For the locked positions, the "Margin for Locked Positions" parameter is used, for nonlocated items is used the "Initial Margin" parameter calculated by the weighted average (by volume) price of the non-traded positions; Margin calculation algorithm:  $\text{Free Margin} = \text{Balance} - \text{New Margin} + \text{Floating Profit} - \text{Floating Loss}$ . In the event that the set value of the maximum deviation is different from zero and the difference between the original and the new quotation offered by the dealer is less than or equal to the specified maximum deviation value, the server does not send a new quote to the client terminal, but opens the position. Thus, the opening price in a given range can be either lower or higher than the original quotation.

8.11.12. The Client agrees that the Company has the right to establish requirements on the amount of the pledge and margin.

8.11.13. To close a position by means of a client terminal without using an Expert Adviser, the Client should click the "Close..." button at the moment when the Company's streaming prices suit him.

8.11.14. To close a position by means of a client terminal using an adviser, the order to close a position must be given at the current quotation.

8.11.15. To close a position by means of a client terminal without using an Expert Adviser, the Client makes a request. After receiving the quotation (Bid/Ask), the Client, who wants to close the position at the offered price, should within 3 seconds, while the quotation remains actual, click the "Close..." button. If during the time that the quotation is relevant, the Client does not give the Company any effective order, the Company is entitled to withdraw the quotation.

8.11.16. A request is generated to close the position via the client terminal using the Expert Adviser. If the quotation proposed by the Company differs from the quotation of the adviser by not more than the maximum deviation value, the adviser sends an order to the server to close the position on the quotation offered by the Company.

8.11.17. If there are two or more locked positions in the list of open positions in the trading account, when creating a request or order to close any of them in the "Type" dropdown list the option Close By is added. After selecting this option one or several open positions opened in the opposite direction appear. After selecting the desired item from the list, the Close # ... by # ... button is activated, by clicking on which the Client closes locked positions of one volume or partially closes two locked positions of different volumes. In



this case, the smaller position and the symmetrical part of the larger position are closed. At the same time, a new position in the direction of the larger of the two remains open. A new ticket is assigned to it.

8.11.18. If there are two or more locked positions in the list of open positions for a trading account, then an additional option “Multiple Close By” appears in a dropdown list ‘Type’. This happens when a request or order to close any of the positions is formed. After the option is chosen, there is a list of all positions for this instrument and the button “Multiple Close By” is activated. By clicking on this button the Client closes all locked positions for this instrument. At the same time, a new position opened at the same direction as a position of a larger total volume remains open. A new ticket is assigned to this new position.

8.11.19. The Client's order to close the position is considered processed, and the position is closed after the corresponding entry appears in the server's log-file.

8.11.20. The order to close the position will be rejected by the Company if it was received for processing until the first quote on this instrument appears in the trading platform at the time of the trade opening on the market. At the same time, the message "Off quotes" appears in the client terminal window.

8.11.21. The order to close the position will be rejected by the Company if it was received for processing at the moment when the order in the closed position (Stop Loss or Take Profit) is in the execution queue. At the same time, the message "Off quotes" appears in the client terminal window.

8.11.22. The Client agrees that the Company takes some reasonable time to execute the order.

## **9. Deposits and withdrawals policy**

9.1. The Company shall open one or more Client Trading Account(s) for the Client to allow the Client to place Orders in particular Financial Instruments.

9.2. The Client Trading Account shall be activated upon the Client depositing the minimum initial deposit, as determined and amended by the Company in its discretion from time to time. The minimum initial deposit may vary according to the type of Client Trading Account offered to the Client.

9.3. The Client may deposit funds into the Client Trading Account at any time during the course of this Agreement. Deposits will be made via the methods and in the currencies accepted by the Company from time to time. The detailed information about deposit options is shown on the Website.

9.4. Subject to the Company's policies in place and for purposes of prevention of money laundering and/or terrorist financing, the Client must provide the necessary information evidencing the Client's source of funds. The Company shall have the right to request the Client at any time any additional documentation and/or information to confirm the source of funds as these shall be deposited for the Client's Trading Account. The

Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the source of funds.

9.5. If the Client makes a deposit, the Company shall credit the relevant Client Trading Account with the relevant amount actually received by the Company within one to three (1-3) Business Day(s) following the amount is cleared in the respective bank account of the Company designated as Clients' Account.

9.6. If the funds sent by the Client are not deposited in the Client Trading Account when they are supposed to, the Client shall notify the Company and request from the Company to make a banking investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client Trading Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation the Client has to provide the Company with the requested documents and certificates in addition to the relevant swift confirmation.

9.7. The Company shall make withdrawals of Client funds upon the Company receiving request from the Client in the method accepted by the Company from time to time.

9.8. Upon the Company receiving an instruction from the Client to withdraw funds from the Client Trading Account, the Company shall pay the said amount within five (5) Business Day, if the following requirements are met: a) The withdrawal instruction includes all required information; b) The instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account etc.) from which the funds was originally deposited in the Client Trading Account or at the Client's request to a bank account belonging to the Client; c) The source where the transfer is to be made belongs to the Client; d) At the moment of payment, the Client's Balance exceeds or is equal to the amount specified in the withdrawal instruction including all payment charges; e) There is no Force Majeure Event which prohibits the Company from effecting the withdrawal; f) The remaining Client Free Margin level is above 30% from its Equity after the execution of the withdraw.

9.9 It is understood and agreed that the Client shall provide the Company with the correct details of the Client's bank account which includes the bank account number and the bank account holder name (must be the same as the Client's name) in order to be able for the Company to execute a withdraw order through a wire transfer.

9.10. In the event that a Client Trading Account is not verified within the timeframe of fifteen (15) days and gained profit during that timeframe, the Client must provide his/her bank account details as mentioned in 9.9. in order for the Company to proceed with the full refund of his/her Balances with the Company. In the event the Client failed to provide his/her bank account details, the Company reserves the right to refund the deposited amount and keep the Client's remaining Balance with the Company until the Client provides the required information to proceed with the refund of the Client's balance with the Company.

9.11. The Company will not proceed with the execution of withdrawal requests by the Client via wire transfer only, if the requested amount is equal and/or below the amount of 10 EUR or equivalent amount in other Fiat Currency due to the fact that any payment and transfer charges of third parties are borne by the Client as indicated in point 9.14, and such charges are higher than the amount of 10 EUR or equivalent amount in other Fiat Currency, therefore, such an amount will remain available in the Client's Trading Account.

9.12. It is agreed and understood that the Company will not accept third party or anonymous payments in the Client Trading Account and will not be obliged to make withdrawals to any other third party or anonymous account.

9.13. The Company reserves the right to reasonably decline a withdrawal request of the Client asking for a specific method, other than the method used for the deposit of the Clients' Funds.

9.14. All payment and transfer charges of third parties will be borne by the Client and the Company shall deduct the relevant charges from the respective Client Trading Account.

9.15. The Client may send the request for internal transfer of funds to another Client Trading Account held by the Client with the Company. Internal transfers shall be subject to the Company's policy from time to time.

9.16. Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that in case the Client provides wrong instructions for a transfer the Company may be unable to correct the mistake and the Client may have to suffer the loss.

## **10. Bonus policy**

10.1. The Client undertakes to carefully read the Bonus Policy by the Company before registering with the Bonus Program of the Company, by accepting any Bonus.

10.2. Bonuses given to the Client by the Company are not obligatory. The failure to accept the bonuses by the Client in no way affects the interaction between the Client and the Company.

10.3. The composition and essence of offers and bonuses, as well as other means of encouraging the Clients, is developed by the Company. The Company has the right to choose Clients for the application of a particular promotional offer. The bonus offered by the Company to Clients is offered on equal terms. The Client is urged to familiarize himself with all the characteristics of the bonus offered to him. Registration in any action or acceptance of a bonus means the Client's consent to this Bonus policy of the Company. This policy is binding for the Trader for the entire period, while the bonus is active.

10.4. The use of bonuses by Clients implies that the Client has a trader's experience. The use of bonuses or promotional offers without the presence of relevant experience with the Client can lead not only to the

emergence of profits, but also losses. Risks related to trading in financial markets include the risk of loss of the accrued bonus and own funds contributed to the Company's trading account by the Client.

10.5. The company reserves the right to target the bonus program at its own discretion: geographically and by target audiences. Depending on the country of residence of the Client, the conditions for granting bonuses and participation in the promotional offers may vary.

10.6. To give or sell bonuses to a third party is prohibited. Bonuses are tied to a specific Trading account and cannot be transferred to another Trading Account under certain conditions.

10.7. The currency of the bonuses coincides with the currency of the Client account.

10.8. The validity period of the promotion and bonuses is determined by the Company. All promotional offers can be provided with terms and conditions. The Company reserves the right to cancel the promotional offer if the Client does not follow the rules. The Company reserves the right to change the validity period of the promotion or bonus without prior notice.

10.9. In the event that the Company has grounds to believe that the Client has abused the Company's offers or in any other way violated the Agreement between the Company and Client, the Company is entitled to withdraw the accrued bonuses or close the Client's trading account.

10.10. The fact of participation in the bonus or promotional program means that the Client agrees to use his name and/or image for any marketing purposes of the Company. The fact of enrollment of a bonus means the refusal of any claims to the Company in connection with the provision of a bonus.

## **11. Basic terms and definitions**

11.1. This Agreement, as well as other documents regulating relations between the Company and the Client, employ terms and definitions, a complete list of which is given in the Glossary section of this website.

## **12. Rights and obligations of the Parties**

12.1. The client has the right to expect to receive all the services of the Company described above. The Company has the right to require the Client to use the trading account for its intended purpose, that is, execution of up to three standard lots in the case of any non-trading operation on the account, in case of withdrawal of funds without performing trading operations, while the expiration time of the transaction must be at least 5 minutes.

12.2. The Company reserves the right to demand from the Client to reimburse their own expenses for maintaining the Client's trading account if there is no trading operations on the client's account and (or) in case

of withdrawal of funds without performing trading operations in accordance with paragraph 12.1. of this agreement. The minimum amount of the commission from the Client's account is 30% of the total amount of money transferred by the Client, but not less than 80 US dollars (70 Euros), depending on the currency of the account.

12.2.1. If the Client has not performed any trade operation within 90 calendar days, the Company has the right to retain from the Client's account an amount of 100 US dollars (90 Euros) depending on the currency of the Client's trading account. In the event that the amount of all the funds at the time when the commission removes is lower than the above mentioned, the Company has the right to cancel the Client's account without the possibility to be replenished. The Company has the right to withhold monthly the amount of 30 US dollars (20 Euros) depending on the currency of the Client's trading account for each month of no trading activity after the expiration of the 90-day period since the date of the last trading operation performed by the Client.

12.3. The Client is entitled at any time to transfer all or part of the funds from his Trading Account under conditions of this Agreement described in paragraph **12.1**.

12.3.1. Restrictions on full or partial withdrawal of funds from the Client's Trading Account may be caused by the conditions described in the bonus agreement, as well as the presence of open trading positions at the time of creating an application for withdrawal of funds.

12.4. The Company has the right to require the Client to provide the details used when crediting funds to the Trading Account to transfer all or part of the Client's funds available for withdrawal, as well as the documents confirming the source of funds and (or) initiate the procedure of full personal identification.

12.5. The Company has the right to refuse the Client to provide the Service, in case of violation by the Client of his obligations or the rules of the Company, while the Company has the right to demand compensation for costs or losses arising from the fault of the Client in case of their proper justification. The Company has the right to refuse to provide services to the Client without giving reasons; in this case the right to obtain compensation for expenses by the Company is lost.

12.6. The Company has the right to suspend the provision of services to the Client, block the account for up to 10 business days and examine the client's transactions for the possibility of their performance and (or) in order to identify possible technical failures or violations by the Client of the terms of this agreement. This procedure can be initiated in the following cases:

12.6.1. The Client attempted to independently modify the software components of the client's side of the Trading Platform (change binary code), scan the ports of the server side of the Trading Platform, as well as to take any malicious actions aimed at causing overload, failure or incorrect operation of the Trading Platform. In

case of detection of incorrect behavior of the Client, the Company has the right to refuse the Client in the Service, up to blocking his account and forcibly closing all open positions of the Client.

12.6.2. The client did not provide reliable information about his own person during the registration of the Trading Account.

12.7. In the event of a dispute that may occur during the implementation of trading activities, the Client is obliged to write to the Company via the email address [support@clearpoint-fin.com](mailto:support@clearpoint-fin.com) in accordance with section 15 of this Agreement, having previously closed all open positions on his Trading Account.

12.8. The company has the right to close all or part of the open positions (contracts) of the Client, if the amount of floating losses exceeds 80% of the amount of the initial margin required by the Company to ensure all open positions.

12.9. The Client is entitled to create any number of Trading Accounts in the company and transfer them to third parties at his own discretion, while fully accepting responsibility for the actions of third parties on his Trading Account.

12.10. The Client has the right to change the passwords (access codes) in the Personal Account and the Trading Terminal at any time. The Client is fully responsible for the safety of information about passwords and access codes to his Trading Account.

## **13. Force Majeure**

13.1. The parties shall not be liable for non-fulfillment and (or) improper fulfillment of obligations under this Agreement if such non-fulfillment and (or) improper performance was caused by force majeure, which the parties could neither reasonably foresee nor prevent. Such circumstances, in particular, include: earthquakes, floods, tsunamis, other natural disasters, man-made disasters, epidemics and epizootics, terrorist acts, riots, acts and actions of authorities, embargo, wars and armed conflicts, or other circumstances beyond the control of the parties usually called force majeure.

13.2. In accordance with this Agreement, the circumstances precluding responsibility (force majeure circumstances) also include illegal actions against the Company, its employees and / or its property, including hacker attacks and other illegal actions against the Company's servers.

13.3. In accordance with this Agreement, force majeure circumstances also include suspension of work, liquidation or closure of any market, absence of any event on which the Company bases quotes, the introduction of restrictions or special and non-standard conditions of trade in any market or in respect to such kind of event.

13.4. In case of circumstances precluding responsibility (force majeure), the Company shall have the right without any prior notice to the Client to take any or several of the following actions:

13.4.1. Increase margin requirements.

13.4.2. Close any or all open positions of the Client at a price that the Company reasonably considers fair.

13.4.3. Take any other actions (or refrain from committing any actions) in relation to the Company, the Client or other clients if the Company reasonably considers this step to be appropriate under the circumstances.

13.5. The party for which non-fulfillment or improper fulfillment of obligations under this Agreement was caused by circumstances precluding responsibility (force majeure circumstances) must provide details of the case to the other party within thirty calendar days from the start of their validity.

13.6. A party that does not inform the counterparty about the circumstances precluding responsibility within a specified period does not have the right to refer to them as circumstances precluding responsibility.

## **14. Procedure of settling disputes**

14.1. Possible disputes and disagreements arising in the process of the Agreement implementation shall be resolved by the Parties through negotiations.

14.2. In case of a disputable situation, the Client who considers his interests violated is obliged to make a claim to the Company.

14.3. Deadlines for claims:

14.3.1. The claim, the basis for which is the relationship of the Parties regarding the performance of trading operations in the financial markets, must be filed by the Client within three working days from the moment the grounds for its bringing arise.

14.3.2. The claim, submitting of which is associated with the performance of non-trading operations and other grounds, must be filed by the Client within ten days from the moment the grounds for its bringing arise.

14.3.3. The failure of the Client to file the claim within the specified time is a confirmation of his agreement with the actions of the Company and the absence of a subject for any disputes and disagreements.

14.4. The claim sent by the Client with violation of the specified terms is not considered by the Company.

14.5. The claim must be filed by the Client in the form of an e-mail and sent to the official e-mail addresses published on the official website of the Company. Claims submitted in a different format (on a public Internet resource, by phone and fax or in any other way) will not be accepted.

14.6. A claim must contain the following information:

14.6.1. Name and surname of the Client.

14.6.2. Login in the trading terminal.

14.6.3. Description of the dispute.

14.7. A claim based on trading in financial markets should also include:

14.7.1. Date and time of the problem situation (according to the time of the trading platform).

14.7.2. A ticket (number) of the disputed position or pending order.

14.7.3. The name of the regulatory document and the number of the paragraph, which in the opinion of the Client was violated by the Company.

14.7.4. Description of the actions, which the Client considers must be taken by the Company in order to satisfy the claim.

14.8. The Company has the right to reject the claim and suspend the provision of services to the Client if the complaint contains:

14.8.1. Emotional assessment of the situation.

14.8.2. Offensive remarks against the Company and (or) its employees.

14.8.3. Profanity.

14.10. The company considers the claim and makes a decision on the dispute as soon as possible. If there are all the data necessary for the claim consideration, the period for its consideration shall be:

14.10.1. Three working days since receiving a claim, in case trading operations in financial markets is the basis for a claim.

14.10.2. Twenty calendar days from the receiving a claim, in the event that any other reasons except those described in clause 14.10.1 are grounds for a claim.

14.11. If the Company is forced to request additional information and (or) documents from the Client to consider the claim, the beginning of the processing time for the claim is considered to be the moment the Company receives all the requested information and (or) documents from the Client.

14.12. The server log file is the main source of information when considering a disputable situation related to the Client's trading operations in financial markets. The information in the server log file has unconditional



priority over all other arguments when considering a dispute, as well as over the information in the log file of the client terminal.

14.13. If the claim is found to be justified, the settlement takes place in the form of a compensation payment credited to the Client's trading account. The Company does not reimburse the profit lost by the Client, including the case when the Client had the intention to perform an action, but did not perform it for any reason. The company does not compensate any indirect damages and moral injury.

14.14. In case of making a positive decision for the Client regarding a disputable situation, the Company charges a compensation payment to the Client's trading account within one working day.

14.15. In the event of a dispute that is not described in this Agreement and its annexes, the final decision on the claim is made by the Company based on the generally accepted market practice, the Company's internal policy and the Company's vision of a fair settlement of the dispute. For comparison of quotations, it is allowed to use quotations of any other market-maker, which are used to conduct a comparative analysis based on them.

14.16. In case of failure to reach an agreement during the negotiations and (or) disagreement of the Client with the decision made by the Company, the disputes shall be referred to the competent judicial authorities in accordance with the procedure established by the law.

14.17. This Agreement is drawn up and operates in accordance with the legal regulations of the Bulgaria. For all matters not regulated by this Agreement, the Parties are guided by the applicable rules of the law of the Bulgaria. All disputes and controversies not settled by the Parties through negotiations are referred by them to the judicial authorities of the Bulgaria.

14.18. The parties agree:

14.18.1. That the judicial authorities of the Bulgaria have the right of exclusive jurisdiction in relation to this Agreement.

14.18.2. That they refuse any protest in relation to dispute settlement procedure (arising from this Agreement) in the judicial authorities of the Bulgaria.

## **15. Closure of the Account and Termination of the Agreement**

15.1. Closing an account is the Client's desire to completely withdraw money from all trading accounts owned by the Client.

15.2. To completely close the account, the Client is obliged to contact the Company at the email address [support@clearpoint-fin.com](mailto:support@clearpoint-fin.com), providing a written statement of intent. The minimum period for consideration of such an

application is five working days, while the Client will not be able to perform trading and non-trading operations.

15.3. Complete closure of the Client's trading account and withdrawal of funds can take up to six calendar months. At the same time, the opportunity to perform any operations (trading and (or) non-trading) will not be available to the Client.

15.3.1. The Client has the right to notify the Company about the change in his decision by sending a corresponding email to [support@clearpoint-fin.com](mailto:support@clearpoint-fin.com).

15.4. In the event that the Client violates the terms of this Agreement and (or) desires to close the Trading Account completely, as well as in cases established by the rules of law, the Company has the right to terminate this Agreement unilaterally in accordance with the rules for the complete closure of the account specified in paragraphs 15.2., 15.3. of this Agreement. This action is possible only after notifying the Client within five working days by sending a message to the registered email of the Client. Moreover, if the Client has open positions at the time of termination of the Agreement, the Company has the right to close them at the current market price. The Company returns to the Client or his legal representative the remaining balance in his accounts, but not more than the sum of the net receipt of funds in the Client's accounts (the sum of all deposits, minus the sum of all withdrawals by the Client). After that, the balance in the Client's accounts is cancelled without the right to be funded in the future.