

## CUSTOMER AGREEMENT

### 1. INTRODUCTION

1.1. This Client Agreement stipulates the terms and conditions governing the operation of the Client's trading account opened with BESTPORT VENTURES LTD registered at the address 42 Upper Berkeley Street, London, W1H 5QL, UNITED KINGDOM (hereinafter referred to as the Company).

### 2. CLIENT STATEMENTS

2.1. By entering into this Client Agreement with the Company, the Client declares the following:

2.1.1. If the Client is an individual, he declares that he is legally capable, reached lawful age and is of sound mind and memory.

2.1.2. If the Client is a legal entity, it is duly registered in accordance with the applicable legislation.

2.1.3. The Client undertakes to fulfill properly all obligations stipulated by this Client Agreement.

2.1.4. The Client undertakes to provide all documents and information requested by the Company.

2.1.5. The Client hereby ensures that trading on OTC markets is an acceptable type of activity for him.

2.1.6. The Client read and understood the risks disclosure provided by the Company.

2.1.7. The Client shall check possible amendments made by the Company to the Customer Agreement and its annexes, as well as Company policies and notices.

2.1.8. When placing an order, the Client fully understands the conditions of this order, as well as possible risks, and makes decisions about opening / closing the order based on his own opinion.

2.1.9. The Client declares that all information provided to the Company is true and Complete, and agrees to promptly notify the Company of any changes in the information provided.

2.1.10. The Client waives the responsibility of the Company, its partners, service providers, employees, agents, as well as from any obligations, losses, costs and expenses, and

undertakes to fulfill their obligations in a timely manner in accordance with this Agreement.

2.11. The Client undertakes to pay the Company all losses, costs and expenses, including attorney fees, incurred by the Company when implementing any provision of this agreement or any other agreements between the Company and the Client in a timely manner.

### 3. SUBJECT OF AGREEMENT

2.12. The Client shall not take any action, including on forums, on social networks and / or the media, which may jeopardize the Company's reputation. The Company has the right to demand from the Client reimbursement of all costs associated with such actions.

3.1. The Company fulfills the Client's orders as an agent, unless agreed otherwise. The Company may use the services of another broker to execute the orders. All transactions are governed by the rules of the relevant markets, as well as the norms of applicable law.

3.2. The field "I have read the agreement and agree with its terms" is the Client's consent with the terms of this agreement.

3.3. A message sent via the website or by e-mail are valid as a written message.

### 4. JOINT TRADING ACCOUNTS

4.1. If several persons form the notion "Client", such persons shall bear joint liability for the obligations under this agreement and will not make any claims against the Company that may arise between such persons in the process or as a result of their work with the Company.

4.2. Each co-owner of a joint account agrees that the instructions of any co-owner are legal and do not require confirmation by other co-owners of the trading account.

4.3. A notification sent to one of the co-owners is a notification to all the co-owners of the trading account.

### 5. TRADING RECOMMENDATIONS

5.1. The Client acknowledges, understands and agrees that:

5.1.1. Any comments about the market and information provided to the Client by the Company or its broker do not constitute an offer to Complete any transaction and are not a trading recommendation or advice;

5.1.2. Such comments and information are based on data obtained from reliable sources, according to the Company, but, nevertheless, they may be incomplete, inaccurate and irrelevant, and the Company is not responsible for the Completeness, accuracy and relevance of such information and comments.

## 6. CUSTOMER CHECK

6.1. Before starting to work on the trading account, the Client (as well as the co-owner in the case of a joint account) must provide the information and documents requested by the Company to Comply with the KYC procedure and in accordance with the AML policy.

6.2. The Client's refusal (and / or in the case of a joint account – refusal of a co-owner of the trading account) to provide the requested documents and / or information may be grounds for suspending the Client's trading on his trading account and / or applying any other measures at the discretion of the Company.

6.3. The Company reserves the right to close open positions at the request of any regulatory, legislative or similar authority of the applicable jurisdiction, as well as to take other actions in accordance with the instructions of the abovementioned authorities.

## 7. ACCESS TO TRADING ACCOUNT, CUSTOMER INSTRUCTIONS

7.1. To start working with the platform, the Client needs to obtain access data from the Company: username and password. The Client hereby declares that:

7.1.1. He is responsible for maintaining the confidentiality of access data and their use;

7.1.2. He is responsible for not disclosing confidential access data to third parties;

7.1.3. He shall notify the Company about the unauthorized use of confidential access data of the Client.

7.1.4. He shall use the platform, web site and other software for its intended purpose in order not to violate the Company's intellectual property rights or confidentiality obligations,

shall not use malicious codes / viruses and perform any actions that may lead to disruptions platform, website and / or other software of the Company.

7.1.5. He is aware of the fact that he is fully responsible for the transactions carried out on his trading account.

7.2. The Company accepts instructions and orders sent using the Client's secret access code, and the Client is solely responsible for the results of executing such instructions and / or orders;

7.3. The Client hereby confirms the right of the Company to suspend its access to the trading account without prior notification of the Client if the Company has reason to suspect that the secret access code of the Client is unauthorizedly used by third parties.

7.4. The Company, its partners or service providers do not make direct or indirect statements or guarantees regarding the continued and trouble-free operation of the platform and / or the Company's website.

7.5. If the trading account is joint, the Company has the right to act in accordance with the instructions of any of the joint account holders without further approval from the other owners of this trading account.

7.6. The Company provides prices by placing on a trading platform, website, online platform or using any other means of communication. The Client hereby agrees that the prices provided by the Company as reliable and waives any claims regarding the prices of the Company.

7.7. The Company does not guarantee the provision of prices due to possible technological failures, failures of communication systems, high market volatility, etc.

## 8. ORDERS EXECUTION

8.1. The Company seeks to execute Client orders on the best conditions, however, the Client hereby agrees that due to market conditions or other circumstances, the Company may not be able to fulfill the order or execute it at a certain price, and the Client agrees that, the Company`s partners and service providers are not responsible for the failure to execute the order or its execution at a different price.

8.2. In case of non-fulfillment of the order due to weekends or holidays, execution is

postponed on the next business day.

8.3. The Company, its partners and service providers are not responsible for delays in the transfer of orders due to market conditions, disruptions, malfunctions of communication facilities, as well as for losses, damages and expenses that may arise from such a delay.

## 9. MARGIN REQUIREMENTS

9.1. The Client is responsible for maintaining the margin on his trading account in accordance with the requirements of the Company. The Client hereby acknowledges that the Company reserves the right to change margin requirements at any time at its sole discretion. Any marginal requirement must be fulfilled within the period specified by the Company.

## 10. VIOLATION OF THE CLIENT AGREEMENT NORMS

10.1. The following cases will be considered a violation of this Client Agreement:

10.1.1. Client's refusal to fulfill obligations to the Company for any reason, including the inability or unwillingness to pay the amounts payable to the Company.

10.1.2. Providing the Client with inaccurate, irrelevant, incomplete information of the Company, as well as cases when the Client did not inform the Company about any changes in his personal information.

10.1.3. The Company has reason to believe that the Client involves it in any criminal activity or activity that is contrary to the rules and regulations of the applicable law or commits illegal acts.

10.1.4. The Client uses prohibited trading methods, such as scalping, malicious use of defects or Company system failures, etc.

10.1.5. The requirement of the regulatory body to perform one or more actions described in the next clause 10.2 of this agreement.

10.2. In the event of the events described in the previous clause 10.1, the Company has the right to take the following actions at its discretion:

10.2.1. Terminate this Client Agreement without prior notice to the Client.

10.2.2. Close open positions on the Client's trading account.

10.2.3. Deny or suspend the access of the Client to the platform.

10.2.4. Refuse to execute any order of the Client.

10.2.5. Restrict the Client's trading.

10.2.6. Fulfill any requirements of law enforcement bodies.

10.2.7. Cancel the profit obtained using artificial intelligence or using prohibited trading methods or any other activity described in clause 10.1 of this agreement or contrary to the principles of the Client's cooperation with the Company.

10.2.8. File a damages claim, including reputational damage, incurred by the Company.

## 11. CONFIRMATION OF OPERATIONS

11.1. Confirmation of transactions is performed online, all executed transactions are displayed in the trading history and the Client hereby acknowledges that all executed transactions are correct and Completed at their own discretion.

11.2. The written objections of the Client should be sent to the Company to the official address of the Company, posted on the official website of the Company, and will be considered received only if they are actually delivered and were sent from the mail of the Client registered in the Company as the Client's email.

11.3. Nothing in this agreement excludes the right of the Company to correct any errors in the event of their discovery, and the customer agrees that such errors, which can lead to both profit and loss, should be corrected.

## 12. FORCE MAJEURE

12.1. The Company is not liable for any losses, costs, damage or expenses incurred by the Client, directly or indirectly, for any reason beyond the Company's control, including natural disasters, force majeure, war, insurgents international intervention, government actions (including currency restrictions, confiscation, nationalization, depreciation), market conditions, the failure or malfunction of any transmission or communication system.

### 13. INACTIVE ACCOUNT

13.1. Inactive trading account is the account on which there were no transactions made during one calendar month.

13.2. If the account has a positive trade balance, the Company has the right to charge a fee of 25 EUR for each period of one month when the account is inactive.

### 14. INTELLECTUAL PROPERTY AND PRIVACY

14.1. The platform may contain data about third parties, text, images, software, multimedia materials and other content (“Third Party Content”).

14.2. The platform is protected by copyright, database rights and other intellectual property rights.

14.3. Use of the platform does not give the Client ownership of the platform.

14.4. The Client shall not perform the following actions:

14.4.1. Fully or partially copy the platform;

14.4.2. Display, reproduce, transfer, sell, distribute, rent, sublease, sublicense or credit, transfer or use the platform or its Components in any similar way;

14.4.3. Remove or hide any copyright notices;

14.4.4. Use any trademarks, registration marks, domain names, logos or other copyright objects of third-party service providers;

14.5. The platform may contain links to third-party websites, and the Company is not responsible for the security of such links, as well as for their content.

### 15. DEPOSIT AND WITHDRAWAL

15.1. The Client’s trading account is activated after making the deposit, the amount of which equals to or is greater than the minimum initial deposit amount, which is set by the Company at a specific point in time. The Client can make deposits to his trading account at any time during the term of this Agreement. Deposit methods are established by the Company.

15.2. The Company has the right to request from the Client any documents confirming the source of the funds deposited into his account with the Company and not to accept the

Client's deposit in case of doubts about the legal origin of the funds. The Company does not accept anonymous payments or payments made by third parties.

15.3. If the funds deposited by the Client have not been credited to his trading account within a reasonable period of time, the Client must notify the Company and provide all the necessary documents for tracking the transaction.

15.4. Upon receiving a request from the Client to withdraw funds from his trading account, the Company sends funds from the Client's trading account to the same source from which the deposit was made. The profit received as a result of the work on the trading account can also be sent to other sources belonging to the Client.

15.5. The Company reserves the right to refuse the execution of a full or partial withdrawal request if:

15.5.1. The information in the Client's withdrawal request is incomplete, incorrect or irrelevant.

15.5.2. At the time of withdrawal, the balance on the Client's account is less than the amount specified in the withdrawal request, including all fees.

15.5.3. The event qualified as force majeure.

15.5.4. The Company reasonably believes that the funds may be required to fulfil margin requirements, or free margin on the Client's trading account is not sufficient for fulfillment of the relevant withdrawal request.

15.6. The Company reserves the right to reject the withdrawal request of the Client's funds from the trading account, in case he requests a certain transfer method, and also has the right to offer an alternative transfer method.

15.7. All fees for the transfer of funds, as well as for the possible currency exchange shall be borne by the Client.

15.8. The Company is not responsible for the mistakes made when withdrawing funds from the trading account, if they were not committed by the fault of the Company.

## 16. AMENDMENTS

16.1. The Client understands, accepts and agrees that the Company may at any time make changes or modify this agreement, including its annexes, and thus the Client shall read such changes and updates on the Company's website.



16.2. All the changes and amendments come into force from the moment they are published on the Company's website.

## 17. TERMINATION OF THE AGREEMENT

17.1. This Agreement is valid until its termination and can be terminated by the Client within 10 business days if there are no open positions and / or unfulfilled obligations by the Client before the Company.

17.2. This Agreement may be terminated by the Company at any time after a written notice to the Customer about termination of the agreement, if the termination of the agreement does not affect any transactions concluded earlier and does not affect the obligations of any of the parties set forth in this agreement.

17.3. Notification of a party to terminate the contract does not fulfill any obligations of the Client to the Company.

## 18. LANGUAGE AND JURISDICTION

18.1. This agreement is governed and interpreted in accordance with the laws of the United Kingdom.

without the application of the rules of private international law.

18.2. Any disputes or proceedings between the Client and the Company are resolved in accordance with the laws of the United Kingdom.

18.3. The official language of the Company is English. In the event of any inconsistencies in the translations of this Agreement, the English version shall prevail. Information provided in languages other than English is provided for informational purposes, and the Company is not responsible for the accuracy of such information.

18.4. The Company has the right to provide customer support services in languages other than English.