

## Client Agreement (Public offer)

Global Palace LTD (hereinafter referred to as the «Company»), which is registered at The First Floor, First St Vincent Bank Ltd Building, James Street Kingstown St. Vincent and the Grenadines ,P.O. Box 1574 Kingstown, VC0100, offers any legal entity or physical person (except for stateless persons, individuals who are under 18 years old, as well as the citizens and legal entities of the countries where the Company does not provide services in accordance with its internal rules) (hereinafter - «Client») to enter into Client Agreement (hereinafter - the «Client Agreement») by accepting the conditions of the given public offer.

### 1. Terms and Definitions

1.1. The Client Agreement's terms and definitions have the following meaning:

«DownPayment» - the operation of funding of the trading account.

«Website» - the Company's website [global-palace.com](http://global-palace.com).

«Personal Account» - Client's personal space on the website of the Company, with the access that is opened after the Client's identification by introducing a unique login and password. Through Personal Account the support of client's trading account, maintaining a register of transactions and information support of the Client are provided.

«Non-commercial operations» – money input to the trading account or funds withdraw from the Client's trading account (including an advance payment or deposit / withdrawal of funds provided as a loan by the Company).

«Operation» - a term that is common for trading and non-trading operations.

«Written notification» - an electronic document (including faxes, emails, client's terminal internal mail, etc.), announcement in the section «Company News» on the Company's

Web site. The letter of notification is deemed received by the Client: one hour after sending to the email address of a Client; at the time of finishing sending a fax; an hour after placing the announcement in the section «Company News» on the Company's Web site.

«Order» - Client's instruction to perform an operation.

«Trading operation» - a purchase or sell transaction with financial instruments.

«Trading Account» - a unique personalized register of trading operations using the Trading Platform. The term is defined in details in Regulation quotation.

«Financial Instrument» - objects of transaction, the list of which is defined in section 4 of the Rules of quotation.

1.2. All other terms and definitions that are found in the text of the Client Agreement and not defined therein shall have the same meaning as in the Rules of quotation. Some terms and definitions for ease

interpretation of the terms of the Client Agreement are duplicated on the analogy of the Rules of quotations.

## 2. The procedure of the conclusion of the Client Agreement

2.1. The unconditional acceptance of the terms of this Client Agreement (Public Offer) is considered to be the first Down Payment of a Client to the trading account.

2.2. Since the moment of the transfer of advance payment to the Trading Account the Client Agreement is considered to be concluded and each transaction made by a Client in the Personal Account or using the Trading Platform becomes the subject of this Agreement.

2.3. A Client is solely and directly responsible for the execution of any of his obligations on performed operations in the Personal Account or using the Trading Platform. Any transaction performed by a third party in the Personal Account or using the Trading Platform of a Client shall be considered as a Client's personal transaction.

2.4. The Integral parts of this Client Agreement are the following documents also posted on the company's website:

- Regulation of quotation;
- Anti-money laundering procedure and the policy of «Know Your Customer» (AML&KYC policy);
- Notification of risks;
- Data privacy policy (the policy of non-disclosure);
- Refund Policy;

By Advance payments a Client confirms that he is aware and carefully read this Client Agreement and its annexes listed in this paragraph and agrees with all the terms and conditions listed therein.

2.5. This Client Agreement will be of effect since the adoption (acceptance) of its terms by a Client and shall be valid until the moment of termination at the discretion of either party, or in other cases stipulated by the Client Agreement.

## 3. The subject of the Client Agreement and the procedure of the services provision.

3.1. The subject of this Client Agreement is the provision of services of the Company to execute Client's Orders.

3.2. In order to provide the services under this Client Agreement the Company will provide to a Client the non-exclusive, non-transferable and limited right of access to the Personal Account and Trading platform through a Client's computer with Internet connection.

3.3. Concerning Client's trading operations, the Company executes the Orders only without providing asset management or giving recommendations. The Company may perform any of Client's operations even despite the fact that such a transaction may be disadvantageous for a Client. The company is not obliged, except the cases mentioned in this Client Agreement, to monitor or inform a Client about the status of his trading operation, to make margin requests, to close any open position of a Client. Unless the other is specifically agreed, the Company is not required to attempt to execute a Client's Order with the quotes more favorable than those offered to a Client through the Trading Platform.

3.4. The client does not have the right to request the Company's investment / trading recommendations, as well as other information that could motivate the Client to perform trading operations.

3.5. The Company, in its sole discretion, may provide the information, guidance and advice to a Client, but in this case it will not bear any responsibility for the consequences (including financial loss) such recommendations and advice for a Client.

3.6. A Client acknowledges that the Company is not liable for any costs, expenses and losses of a Client caused due to inaccurate information provided to a Client, including, but not limited, the information about trading operations of a Client. All operations performed by a Client as a result of such inaccurate information or mistake, however, remain in force and are binding both by a Client, as well as by the Company.

3.7. During trading operations there is no physical delivery of the currency. Gains or losses on trading transactions are charged/debited from the client's trading account immediately after the position is closed.

3.8. The company, its partners or any of its affiliates may have material benefit, legal relationship or arrangement in respect of any operations in the Personal Account or on the Trading Platform or material benefit, legal relationship or arrangement that conflicts with the interests of a Client. As an example, the Company can:

- Act as a principal in respect of any financial instrument on its own account by the sale or purchase of Client's financial instruments;
- Offer another client of the Company as a counterparty to the trade operations;
- Buy or sell the financial instrument that the Company recommended to a Client;
- Make recommendations and deliver services to the partners or other clients of the Company on financial instruments in which they are interested, even if it is in conflict with the interests of a Client.

3.9. A Client agrees and grants to the Company the authority to act in respect of a Client and for a Client as the Company considers appropriate, notwithstanding any conflict of interests or the existence of a material interest in any transaction in the Personal Account or in the Trading Platform, without a prior notice to a Client. The presence of a conflict of interests or material benefit in respect of any operation in the Personal Account or in the Trading Platform shall not affect the maintenance of the Client's by Company's employees.

#### 4. Conditions of Client's Orders execution

4.1. The Company processes a Client's Order in accordance with the terms of this Client Agreement and the Rules of quotation.

4.2. The company has the right to reject a Client's Order, if any condition of this Client Agreement or the Rules of quotation has not been fulfilled by a Client at the end of the processing of the order by the Company. However, the Company, in its sole discretion, can accept and execute a Client's Order. If the Company executed a Client's Order and then discovered that any condition of this Client Agreement or the Rules of quotation has been violated, the Company may cancel such orders of a Client, if possible.

4.3. A client is obliged to initiate the Orders only through Personal Account and Trading platform, but in some cases, in agreement with the Company a backup opportunity to initiate the Orders by phone may be provided.

4.4. If there is a proposal of the Company, a Client has the right to request a loan, namely crediting funds by the Company to the Customer's Account for trading operations. At the same time, the withdrawal of credited funds from the account is impossible. The request of a loan is a non-commercial operation and is made in the Personal Account of a Client.

#### 5. Payments

5.1. A Client can transfer the funds to his Trading Account at any time, under the conditions proposed by the Company.

5.2. If the payment of the Company details are changed, such changes are published in the Personal Account. Since the moment of publication, a Client alone is responsible for submitting the correct details and does not have the right to lay claims to the Company's in the case of sending the funds using the old details.

5.3. The company has the right to restrict the Client's right to dispose the funds on the Trading Account according to the anti-money-laundering policy and the policy of «Know Your Customer» (AML&KYC policy);

#### 6. Keeping the client's funds

6.1. Client's funds are held at the Company's accounts, including segregated accounts opened in the name of the Company for the storage of Client's funds separately from funds of the Company.

6.2. A Client acknowledges and agrees that the Company will not pay interest on the funds input by a Client. At the same time, the Company has the right to pay the interest on the Client's funds in the cases and amounts established by the Company in its sole discretion.

6.3. The Company has the right to appoint and charge a commission for the maintenance and servicing of trading accounts, including inactive trading accounts, with prior written notification to the client.

## 7. Defaults of the obligations

7.1. Each of the following events is the case of default:

- Failure of a Client to comply any obligations towards the Company, including financial obligations in case of maturity;
- Client’s death or recognized incapacity of a Client;
- Any other circumstances when the Company reasonably believes that it is necessary or desirable to take measures in accordance with the paragraph 7.2, including the execution of the anti-money-laundering and «Know Your Client» policy (AML & KYC policy), or in the case, if any of the representations and warranties of a Client, in accordance with the section 8 of this Client agreement, will not occur truthful.

7.2. In case of default the Company has the right at its sole discretion, any time without prior written notice to a Client, to take the following actions:

- Close all or any of the open positions of a Client at the current quotation;
- Write off a Client’s Trading Account the amounts that a Client ought the Company;
- Close client’s Trading account opened in the Company;
- refuse to open new Trading accounts.

## 8. Statements and warranties

8.1. A Client represents and warrants to the Company that:

- All information provided under this Client Agreement and in the registration form on the website of the Company, is a true, accurate and complete in all respects;
- A Client has the necessary authority to conclude this Client Agreement, to initiate the Orders, as well as to fulfill the obligations under this Client’s Agreement;
- If a Client is a private person, it is he who filled the form of client’s registration, and if a Client is a legal entity, the person filling out the form of client registration on behalf of a Client is duly authorized to do so;
- All trading systems used by a Client are not focused on the usage of the Company’s software potential vulnerability. If a Client uses Arbitrage strategies of trading explicitly or implicitly, the Company has the right to cancel the client’s transactions, citing the justification for cancellation.

## 9. Governing Law and Jurisdiction

9.1. This Client Agreement is governed by the laws of Saint Vincent and the Grenadines.

A Client irrevocably:

9.1.1. Agrees that the courts of St. Vincent and the Grenadines have exclusive jurisdiction that determines any proceedings in respect of the Client Agreement;

9.1.2. Complies with the jurisdiction of the courts of Saint Vincent and the Grenadines;

9.1.3. Refuses any protest against the trial in any of such courts;

9.1.4. Agrees not to lay a claim that the place of the trial is inconvenient, or that it has no legal force in respect of a Client.

9.1.5. A Client definitively and to the maximum extent permitted by the laws of Saint Vincent and the Grenadines, refuses in respect of himself and his income and assets (irrespective of their use or intended use) the immunity (on the grounds of sovereignty or any other similar grounds) from (a) bringing to justice, (b) jurisdiction of the court, (c) a court order, an order of the performance of the obligation specifically or the return of property, (d) the seizure of assets (whether before or after judgment) and (e) execution or enforcement of any judgment made in respect of a Client, or his income or assets in the court of any jurisdiction. A Client definitively and to the maximum extent permitted by the laws of Saint Vincent and the Grenadines, agrees that he will not claim any such immunity in any lawsuits. A Client agrees to meet the requirements and instructions of a court, including, but not limited to, in respect of any Client's assets.

9.1.6. The parties agreed about the inadmissibility of the transfer of possible disputes on this Client's Agreement to the International Court of Arbitration.

## 10. The rights and obligations of the parties

10.1. A Client will indemnify the Company against various liabilities, costs, claims, damages that may arise, both directly and indirectly due to Client's failure to fulfill his obligations under this Client Agreement. The company has the right to consider any Client's position invalid or close one or more positions of a Client at the current price at any time, in case of violation by a Client of this paragraph of the Client Agreement.

10.2. A Client acknowledges that Trading operations are risky from the point of view of the high probability of financial losses. In this regard, the Company shall not be liable to a Client for any damages, loss of profits, loss of opportunity, damages or expenses incurred by a Client in the course of Trading operations.

10.3. A Client may not transfer to third parties the passwords for Trading Platform and Personal Account and agrees to keep them secure and confidential. All actions taken in the Personal Account or Trading Platform using the login and password of a Client are considered to be executed by a Client. The Company is not responsible for unauthorized use of the login and password of a Client by third parties.

10.4. In order to prevent fraudulent operations, the right to use Personal Account and Trading Platform may be terminated unilaterally by the Company (including the suspension or restriction) for any reason, at the discretion of the Company, both with prior notification of the Client and without it. After the termination of the right to use the Company may but is not required to: (a) remove or deactivate Client's account, (B) block e-mail address and / or IP address of a Client (C) take another action to prevent the use of the Service by a Client. At the same time, all other articles of this Client's Agreement will remain in force, and the Company will not be liable to a Client or to any third party for the termination of the right to use the Personal Account or Trading platform.

## 11. Force majeure

11.1. The company, with the sufficient grounds for this, has the right to ascertain the occurrence of force majeure (force majeure). The company will duly take appropriate steps to inform a Client about the occurrence of force majeure. Force majeure includes (without limitation):

11.1.1. any act, event or occurrence (including, but not limited to, any strike, riot or civil commotion, acts of terrorism, wars, natural disasters, accidents, fires, floods, storms, outages of power, communication, computer and electronic equipment, civilian disorders) that, in the reasonable opinion of the Company, has led to the destabilization of the market or markets of one or more instruments;

11.1.2. Suspension, liquidation or closure of any market or the absence of any event on which the Company bases its quotes, or the imposition of limits or special or unusual terms of trading at any market, or in respect of any such event.

11.2. If the Company determines the occurrence of force majeure, the Company will be entitled (without prejudice to any other Company's rights under this Client Agreement) without the prior written notice to a Client, at any time to take any of the following steps:

11.2.1. Increase the size of its claims;

11.2.2. Close any or all open positions of a Client at the price the Company considers to be fair;

11.2.3. Suspend or modify the application of any or all of the articles of this Client Agreement while the presence of force majeure makes it impossible for the Company to comply these articles;

11.2.4. Take or not to take any actions concerning the Company, a Client and other clients, if the Company reasonably believes them appropriate in the current circumstances.

11.3. The Company is not responsible for failure (inadequate execution) of the obligations, if the execution was prevented by the force majeure.

## 12. Other conditions

12.1. The company has the right to suspend the client servicing at any time, having sufficient grounds for this (prior notification of a Client about it is not obligatory).

12.2. In case of appearance of the situations that are not described in this Client Agreement, the Company will act in accordance with the accepted market practice, based on the principles of fairness and justice.

12.3. Full or partial use by the Company of any right, as well as its non-application (in accordance with the Client Agreement or with the law) cannot serve as a reason for refusal of the further application by the Company the same or other rights under this Client Agreement or law.

12.4. The company has the right to decide about the full or partial exemption the responsibility of a Client towards the Company for the violations of the articles of this Client Agreement for the period of its validity, or otherwise take a compromise solution. All violations are taken into consideration, regardless of how long ago they occurred, and therefore, the Company is entitled to make a claim against a Client at any time. The above-mentioned circumstances do not hinder the Company to implement the other rights under this Client Agreement.

12.5. If any paragraph of this Client Agreement (or any part of any paragraph) is recognized by a court of applicable jurisdiction as not enforceable, then such invalidity will not affect the enforceability of the remaining part of the Client Agreement.

12.6. By accepting the terms of this Client Agreement, a Client also agrees with the reception of letters and mailings from the Company's to the e-mail, specified during registration, as well as gives his consent to receive the mailings in the form of short text messages (SMS) to the phone number specified in the Personal Account.

### 13. Amendment and Termination

13.1. A Client acknowledges that the Company has the right to amend and change:

13.1.1. in a paragraph of the Client Agreement or any annex any time, upon written notice to a Client;

13.1.2. In emergency situations at the market a Client acknowledges the right of the Company to amend and change this Client Agreement and its annexes immediately without prior written notice.

13.1.3. In contracts specification, values of spread, swap, dividends without client's notification in writing.

13.2. A Client may suspend or terminate this Client Agreement subject to written notice to the Company sent to the E-Mail address indicated on the Company's website.

13.3. The termination of the Client Agreement does not cancel the obligations of the Company and of a Client that have already arisen on the basis of the Client Agreement including the open positions or withdrawal/input transactions of funds at the account of a Client.

13.4. In case of the termination of this Client Agreement, the Client's debt to the Company must be paid without delay, including (but not limited to):

- Outstanding fees and commissions;
- Any costs associated with the termination of this Client Agreement;



- Any other losses and expenses connected with the closing of a position or connected with any other obligations of the Company that have arisen initiated by a Client or due to the fault of a Client.

13.5. In case of disagreement between the versions of the Client Agreement in different languages, the English version of the Client Agreement has the priority over the versions of this Client Agreement in other languages.

14. Payment services, to which personal information is given, shall not practice sale, exchange, publishing, in whole or in part. All the operations with payment cards shall be carried out in compliance with Visa International, MasterCard and other payment services requirements.

15. Agreement herein, which will be exchanged between the Company and the Client, in the event of contradictions in the translations of the present Agreement and Terms, priority shall be given to English.

16. Technical support, acceptance of payment, site managing and also its maintenance and some other functions solely on EU territory shall be provided by: Strongcastle, Estonia pst 5-309B, Tallinn, Harju County, postal code: 10143, Registered number: 14537933, in accordance with Agent contract with Global Palace LTD.