



CLIENT AGREEMENT

GrandCapital Ltd

CLIENT AGREEMENT

(Public offer)

Spelling out general terms under which investment, financial and informational services are provided to clients of GrandCapital Ltd.

1. GENERAL PROVISIONS

1.1. The document at hand, hereinafter referred to as the Agreement, is official public offer of Grand Capital Ltd, hereinafter referred to as the Company, and contains all essential terms applicable to provision of investment, financial and information services to clients of the Company.

1.2. The offer is intended for any legal entity or individual (exception is made for persons destitute of nationality, individuals under age of 18, legal entities and entities of any other legal structure established in compliance with the laws of Russian Federation, United States of America, Great Britain, New Zealand, British Columbia and located in Russian Federation, United States of America, Great Britain, Ireland, New Zealand, British Columbia; citizens and tax residents of Great Britain, United States of America, Ireland, New Zealand, British Columbia).

1.3. The Company operates in the territory of Saint Vincent and the Grenadines. In case the present Agreement and all its provisions and regulations are accepted by a legal entity or an individual eligible in accordance with the provisions of the Agreement, such an entity or an individual becomes a client of the Company. From this moment on every operation the Client performs with the use of any preconditioned Client-Company communication means becomes a subject of the Agreement, relevant Regulations and Risk disclosure statement.

1.4. Registration of the Client in the Company's "Private Office" (hereinafter referred to as the PO) at the Company's website and expressing consent to the provisions of the Client Agreement by ticking the appropriate box in the process of registration are deemed unconditional and conclusive acceptance of the present Agreement.

1.5. Regarding any trading and/or non-trading transaction the Client and the Company act as principals, while the Company does not act as an agent on behalf of the Client. This means that unless the Company and the Client mutually decide otherwise, the Client is fully and directly responsible for discharging any obligations involved with transactions made.

1.6. In case the Client acts on behalf of any other person or entity, then regardless of whether this person or entity is identified or not, the Company does not accept him/her as the client and is not liable towards such a person, with exception made for the cases when this is preconditioned and agreed upon on case-by-case basis.

In view of the above, please, read the Agreement's content carefully, and if you do not agree with any of the provisions, the Company suggests you not to use its services.

2. SUBJECT OF THE AGREEMENT

2.1. The Company executes the Client's trading and non- trading orders provided by functionality of the client terminal, PO and other means of request submission in compliance with provisions of the present Agreement and relevant Regulations and specifications.

2.2. Thus, the Company provides the Client with the capability of making trades with financial instruments which do not imply physical delivery of an underlying asset at quotes and via services provided by the Company on terms stipulated by relevant Regulations and specifications.

2.3. List of financial instruments that appears to be the subject of transactions is available in the trading terminal and on the Company's website at <https://grandcapital.net>. At the same time, information on the financial instruments and relevant trading conditions provided via the trading terminal is the most accurate and up-to-date and holds higher priority in comparison with the Company's website and/or other sources.

2.4. As for the Client's orders, the Company provides order execution solely under the provisions of the present Agreement.

- 2.5. Orders given through using the Client's account in the trading platform, the PO and other means provided by the present Agreement and relevant Regulations are considered to derive from the Client directly.
- 2.6. The Company does not provide trust management services in any form.
- 2.7. The Company is not obliged to monitor current state of the Client's financial operations and/or the Client's account parameters, and is not supposed to send funds deposit requests to the Client in order for him/her to maintain current open positions.
- 2.8. The Company has the right to post trading recommendations and forecasts relating to any operations and/or events as well as provide the Client with such using open information sources, limited access sources or ensure to share such information with the Client on a personal basis.
- 2.9. The Company does not bear responsibility for results of trading operations and decisions the Client made basing on any information provided and/or published by the Company, such as but not limited to the Client's trading account data and financial instruments' prices. This article is also applicable in case the information provided by the Company happen to be invalid or inaccurate.
- 2.10. The Company reserves the right, but does not assume the commitment to close or cancel a transaction resulting from actions mentioned in the previous clause.
- 2.11. For the purposes of this agreement, the Company registers trading accounts for the Client.
- 2.12. The Company ensures security of the current balance amounts stored in the Client's trading accounts.
- 2.13. The Company keeps record of the Client's funds, completed current trading transactions and non-trading transactions, as well as settlement payments for the transactions the Client made in his/her trading account.
- 2.14. The Company provides the Client with the PO service with its full functionality.
- 2.15. The Company processes funds deposit/withdrawal based on requests for non-trading operations submitted via the PO or other services in accordance with relevant Regulations using payment systems and bank details belonging either to the Company or its authorized agents, individuals or legal entities.
- 2.16. The Company, its partners or any other affiliates may have financial benefit, legal relation or arrangement in regard to a particular Client's operation.
- 2.17. The Client agrees and authorizes the Company to act towards the Client and in the Client's interests without prior notice in a way the Company considers reasonable, regardless of potential conflict of interest or any existing financial interest concerning any operation made via the PO or the trading platform.

3. THE CLIENT HAS THE RIGHT TO

- 3.1. To use any of the services provided by the Company under the provisions of the present Agreement and relevant Regulations, including but not limited to the PO, the client terminal, the Company's website in order to carry out trading and non-trading operations.
- 3.2. To submit requests for trading and non-trading operations by means provided by the Agreement and relevant Regulations by means stipulated within the framework thereof.
- 3.3. To open trading accounts within the company and manage such on the basis of own discretion, that is to say, to deposit and withdraw funds, and perform trading and non-trading operations, conduct internal transactions between the accounts in terms of the Company (except for the internal transactions from account in groups such as Real IB, Real Binary Pro and ECN Prime).
- 3.4. To receive information regarding the condition of the personal accounts, quotes, regulations on performing trading and non-trading operations, bonuses, promotions and other events held by the Company.
- 3.5. To receive consulting services concerning technical issues of the provided services, comprising the personal account, the client terminal, the Company's website, but not limited to them.
- 3.6. To demand from the Company the appropriate fulfilment and compliance with the following Agreement and Regulations.
- 3.7. To terminate the present Agreement, provided that the following conditions are met: the Client

submits a written notice to the Company 5 days prior to the assumed termination date; the Client has no liabilities or debts to the Company; no Client's requests of any kind are pending in the Client's accounts.

4. THE CLIENT IS OBLIGED TO

- 4.1. To carefully read and understand the present Agreement and Regulations he accepts, including documentation disclosing the trading-related risks.
- 4.2. To observe all provisions of the present Agreement and Regulations he/she accepted.
- 4.3. Provide the Company with valid information.
- 4.4. Upon the Company's request to provide ID, payment or other documents required for cooperation with the Company.
- 4.5. In case the information provided to the Company under the present Agreement is amended, the Client is obliged to notify the Company within 3 (three) days from the amendment date about the changes via communication means provided by the Agreement. This includes personal data, payment system details, and civil status.
- 4.6. To submit payment notice to the Company in order for the funds transferred to be deposited to the Client's accounts. This includes provision of documents proving the transfer operation, if it is required by a relevant Regulation.
- 4.7. To pay out all the amounts due and payable, including fees and other expenses charged by the Company.
- 4.8. Not to assign his/her rights under the Agreement, not to delegate and/or perform any other act of transfer of authority in compliance with the present Agreement and the relevant Regulations without prior written consent of the Company. If this provision is violated, any such assignment, delegation or transfer of authority will be considered invalid.
- 4.9. To make sure the Company is protected from any kind of liabilities, expenses, claims, damage that may occur either directly or implicitly due to inability of the Client to discharge his/her obligations under the present Agreement and a relevant Regulation.
- 4.10. To monitor at his/her own discretion any alterations introduced to the Agreement, Regulations, specifications and other documents and trading conditions of the Company.

5. THE COMPANY HAS THE RIGHT TO

- 5.1. To call upon the Client to provide complete and verifiable information required for effectuation of the present Agreement and relevant Regulations.
- 5.2. To call upon the Client to comply with the present Agreement and Regulations he/she had previously accepted.
- 5.3. To refuse to register an account and/or accept requests relating to existing Client's accounts, in case the Client violates the present Agreement and/or relevant Regulations.
- 5.4. To deny execution of a trading or non-trading operation in the following cases:
 - 5.4.1. - the transaction request is submitted inappropriately;
 - 5.4.2. - the request contains false, misleading information;
 - 5.4.3. - the transaction contravenes the Regulations in force and/or provisions of the present Agreement.
- 5.5. To reject the Client's order or request, in case any provision of a relevant Regulation is not fulfilled as of the moment the request/order processing is completed by the Company. However, even in the event when the provisions of a relevant Regulation are not fulfilled, the Company at its own discretion has the right to accept and execute such a request or order, thereby meaning such request may be processed regardless of the compliance matters.

5.6 If the Company executed a Client's request or application and then discovered that a condition of the respective Regulation was violated, the Company has the right to cancel the operation and/or nullify its financial result.

5.7. The Company has the right at its own discretion to invalidate any Client's trading transaction or close one or several Client's positions at a current price at any time.

5.8. To open to the Client new account of «Standard» type and transact to this account all funds of the Client in case of the Client's replenishment of an account of «Micro» type at \$1000 and higher or in case Client's account of «Micro» type consists funds of \$1000 and higher. Internal transactions at accounts of «Micro» type with the amount of Funds over \$1000 are forbidden.

5.9. To suspend service provision to the Client at any time, without prior notification of the Client and without disclosing the reasons.

5.9.1. To set restrictions on the minimal volume the market can be entered with at any time and without prior notice.

5.10. To delegate its rights and obligations under the Agreement partially or in full to any third party.

5.11. The Company has the right to terminate the present Agreement on a unilateral basis without notice, in case the Client spreads slanders and information spoiling the Company's business reputation.

5.11.1 The Company upon termination of this Agreement on the basis of clause 5.9. and clause 5.11, as well as in case of revealing the Client's activity that contradicts the terms of the regulations and agreements, as well as abuse of bonus programs and other additional services and / or violation of the rules for their use, if such activity entailed real damage to the Company, has the right to compensate such damage unilaterally without authorization without notifying the Client by debiting funds from the account (s) of the Client, as well as other persons acting on behalf of or jointly with the Client on the basis of clause 1.6. of the present Agreement. The methodology for assessing the activities of the Client (Clients) and other persons acting together with him, for the presence of damage to the Company, jointly simultaneously for all Clients and accounts, or separately for each account, is applied at the discretion of the Company.

5.12. The Company has the right to terminate the present Agreement on a unilateral basis without disclosing the reasons, but with preliminary notification of the Client no less than 3 (three) business days prior to termination of the present Agreement.

5.13. In cases not spelled out in the present Agreement and a relevant Regulation, the Company has the right to act according to conventional market practice relying on the principles of honesty and justice.

5.14. In the absence of trading activity on the Client's account within 2 (two) months the Company has the right to transfer the Client's account to the archive with the preservation of funds in the account in full.

5.14.1. In the absence of trading activity on the Client's account within 18 (eighteen) months the Company has the right to deduct the money from such an account and to direct them for charity purposes.

5.14.2. If there is no activity on the client account during a 3-month period, the Company has the right to charge a commission for account maintenance in amount of 300 USD per each month of inactivity.

5.15. The Company has the right to introduce alterations to the Agreement and Regulations on a unilateral basis. The alterations come into effect once they are published.

6. THE COMPANY IS OBLIGED TO

- 6.1. To comply with all of the provisions of the present Agreement and relevant Regulations.
- 6.2. To execute the Client's trading and non-trading requests/orders provided by functionality of the client terminal, PO and other means of order submission in compliance with provisions of the present Agreement and relevant Regulations and specifications.
- 6.3. To ensure security and true recording of funds in the Client's accounts with due consideration of trading and non-trading transactions, including fees, dues, promotions, bonuses and other transactions.
- 6.4. To take all measures necessary to ensure confidentiality of information received from the Client and to prevent its disclosure to the third parties. The information can be disclosed to the authorized bodies according to the applicable legislation.
- 6.5. To provide the Client with all necessary information concerning the state of his/her accounts, current financial instruments quotes available in the trading terminal, the order of mutual payments, the present Agreement and Regulations effectuation rules.

7. INFORMATION EXCHANGE PROVISIONS

7.1. The Company may use the following communication means to communicate with the Client:

- 7.1.1. MetaTrader trading terminal;
- 7.1.2. Internal mailbox of the MetaTrader trading platform;
- 7.1.3. e-mail;
- 7.1.5. Phone communication;
- 7.1.6. Postal matter;
- 7.1.7. Information released via the Company's website;
- 7.1.8. Notifications via the Private office.

7.2. The Client may use the following communication means to communicate with the Company:

- 7.2.1. MetaTrader terminal, including the client terminal internal mailbox;
- 7.2.2. e-mail;
- 7.2.4. Phone communication;
- 7.2.5. Postal matter;
- 7.2.6. Requests submitted via the Private Office.

7.3. For the purposes of communication, the Company utilizes the Client's details and personal data he/she provided during registration in the Private Office taking into account all alterations the Client indicated in compliance with the present Agreement.

7.4. The Client agrees to receive messages from the Company at any time.

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

7.6. The Company is not responsible before the Client for unreceived of information in case of communication channel malfunction, equipment breakdowns and any other disturbances in operation of services and organizations through which the information is transferred.

7.7. In case the Client communicates information, requests or orders requiring personal identification, he/she is obligated to use communication means allowing correct identification. Otherwise, the Company does not accept such messages, orders or requests and does not consider them as reasons to take action.

7.8. In case the Client submits orders for trading transaction execution, and a chosen information transfer method is unavailable, the Client is obliged to use alternative communication means stipulated by the present Agreement.

7.9. The Client consents that his/her phone calls and other messages may be recorded using magnetic or electronic data storage devices. These recordings belong to the Company and can serve as a proof of orders given by the Client.

7.10. The information submitted via communication means requiring personal identification with the use of the Client's personal details and information is considered coming from the Client directly.

8. MUTUAL SETTLEMENTS PROCEDURE

- 8.1. The Client has the right to add funds to his/her accounts at any time using any payment options provided by the Company.
- 8.2. Funds deposit and withdrawal transactions to/from the Client's account are regulated by the Non-Trading Operations Regulation (hereinafter referred to as NTO Regulation), which is an integral part of the present Agreement.
- 8.3. In case the Client's total debt to the Company under the present Agreement or the relevant Regulation equals to the Company's total debt to the Client, mutual offset of these liabilities takes place.
- 8.4. In case an amount due to be paid by one of the parties under the present Agreement or a relevant Regulations exceeds an amount due to be paid by the other party under the present Agreement or any relevant Regulations, a party with a greater debt pays the other party the difference remaining after mutual offset, subsequently, both parties are discharged from mutual commitments.
- 8.5. In case the Client is due to pay the Company an amount exceeding his/her account's equity, the amount should be paid within 2 (two) business days from a date this obligation incurred.
- 8.6. The Client is fully and solely responsible for accuracy of payments he/she makes. In case the Company's payment details are amended, once new details are published the Client is solely responsible for payments made using obsolete payment details.
- 8.7. All transaction costs, fees charged by banks, exchanges, clearing houses and other costs associated with mutual settlements between the Parties are paid by the Client.
- 8.8. The Client's funds transferred to the Company, are placed to the Company's own accounts as well as to accounts of contractors, exchanges, brokers and other organizations having business relations and agreements with the Company.
- 8.9. The Company carries out accounting of the Client's funds with the use of the trading server, while all mutual payments are made in accordance with records kept in the trading server system.
- 8.10. The Company is not obliged to pay interest on deposit stored in the Client's accounts, except for the cases when it is clearly stated.
- 8.11. In case the Client derives income from transactions made with financial instruments, an amount available for withdrawal includes the Client's funds he/she previously transferred to the Company's payment details and funds constituting the Client's income exclusive of previously withdrawn amounts.
- 8.12. In case the Client sustains losses from operations with financial instruments, an amount available for withdrawal is comprised of a part of funds he/she previously transferred to the Company's payment details, excluding the amount of loss actually sustained and amounts withdrawn earlier.

9. REGULATORY LEGISLATION AND JURISDICTION

9.1. The present Agreement, its Annexes and all the Company's Regulations are implemented in compliance with the applicable law of Saint Vincent and the Grenadines.

9.2. Any disputes that may occur as a result of implementation of the present Agreement and other agreements established with the Company, are resolved in compliance with legislation of Saint Vincent and the Grenadines.

9.3. The Client unconditionally:

9.3.1. - consents that courts of Saint Vincent and the Grenadines have exclusive jurisdiction, which determines any legal proceedings in regard to the present Agreement;

9.3.2. - consents to the jurisdiction of the courts of Saint Vincent and the Grenadines;

9.3.3. - renounces any kind of protest in regard to judicial settlement in any such court;

9.3.4. - agrees to never claim that location of such courts is inconvenient, or that they are legally invalid in regard to the Client.

9.4. The Client unconditionally and to the fullest extent permitted by applicable legislation renounces immunity (based on sovereignty or any other similar grounds), both in regard to him/herself and his/her income and assets (regardless of use or intended use). This includes renouncing immunity from prosecution, jurisdictional immunity from the courts, immunity from legal precept, specific performance or property recovery orders, seizure of assets (before or after the adjudication) and from execution or compulsory execution of any judicial order rendered by courts of any jurisdiction in regard to the Client or his/her income or assets. The Client unconditionally and to the fullest extent permitted by applicable legislation consents that he/she won't demand such an immunity in any judicial case.

9.5. 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.

9.6. In case different language versions of the present Agreement and Regulations contradict each other, the priority is given to the English version.

10. CLAIMS AND DISPUTES

10.1. In case the Client believes that the Company by any action or inaction violates one or more articles of the present Agreement or any Regulations the Client accepted, he/she has the right to submit a claim to the Company.

10.2. The claim should be submitted to the Company in the way described in the present Agreement.

10.3. The claim should contain the following:

10.3.1. - The Client's first and last names (or the company name in case the Client is a legal entity);

10.3.2. - The Client's account number;

10.3.3. - Date and time the problem occurred;

10.3.4.- Description of disputable situation with reference to the article/articles of the present Agreement and/or a relevant Regulation that the Client considers were violated.

10.4. The claim must not contain the following:

10.4.1. - Emotional evaluation of the disputable situation;

10.4.2. - Offensive remarks;

10.4.3. - Profanity.

10.5. The Company has the right to reject a claim in case it does not meet the requirements of the present Agreement.

- 10.6. All claims are examined in compliance with the present Agreement and/or relevant Regulations.
- 10.7. All disputes and controversies arising out of, under, or in connection with the present Agreement and relevant Regulations are to be settled by way of negotiation.
- 10.8. In order for a dispute or a controversy to be submitted to the court, parties shall comply with the claim settlement procedure.
- 10.9. A claim should be sent to the other party within 20 (twenty) days from the moment the affected party found out that its rights were violated. Statement of claim may be filed to a court in case the claim was not settled or response to the claim was not received within 30 (thirty) days.

11. LIABILITY OF THE PARTIES

- 11.1. The Company is not liable to the Client for any loss, loss of profit, lost opportunities, costs or damage under the terms of the present Regulation, except as otherwise provided.
- 11.2. The Client guarantees that the Company is protected from any kind of liabilities, expenses, claims, damage that may occur either directly or implicitly due to inability of the Client to discharge his/her obligations under the present Agreement and a relevant Regulation.
- 11.3. The Client is solely responsible for all orders and accuracy of information communicated in ways provided by the present Agreement.
- 11.4. The Company does not bear responsibility:
 - 11.4.1. - For delays in the Client's orders execution for reasons beyond the Company's control;
 - 11.4.2. - For any losses, costs, expenses and damage the Client incurs due to inaccuracy of information provided to the Client;
 - 11.4.3. - For the Client's actions aimed to fulfill rights and obligations under the present Agreement and results of such actions.
- 11.5. In case the Client sustains damage resulting from events, actions or omissions for reasons independent from the Company and beyond the Company's control, the Company does not bear any responsibility. Such events, actions or omissions 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.
- 11.6. In case one of the parties fails to discharge its obligations under the present Agreement or fails to do it properly, compensation of losses is only available to the extent of the actual damage inflicted.
- 11.7. The Client assumes full responsibility for keeping his/her password secure and safe from unauthorized third party access.
- 11.8. The Company does not bear any responsibility for damage the Client may incur in case his/her password becomes known to the third parties, as well as in case of unauthorized third party access to the Client's communication means used to enter Contracts and to make Transactions under the terms of the Agreement.
- 11.9. Under the present Agreement compensation for moral harm is unavailable and will not be reimbursable.
- 11.10. The Client is responsible before the Company and the third parties in regard to all his/her transactions, even in case of unauthorized password usage.

12. FORCE-MAJEURE CIRCUMSTANCES AND DEFAULT

- 12.1. Having reasonable grounds, the company may determine metes and bounds of force-majeure circumstances. The Company notifies the Client in case force-majeure circumstances occur, using communication means specified in the present Agreement.
- 12.2. The force-majeure circumstances include circumstances that could significantly affect the value of underlying assets and/or financial markets operation, namely: changes to markets operation rules,

contract specifications; cessation of financial instruments' existence; changes to legislation; hacker attacks; significant price movements and other events, which, in the Company's opinion, have a significant impact on financial instruments' rates.

12.3. In case force-majeure circumstances occur, the Company has the right to:

12.3.1. Increase margin requirements in any of the Regulations and the contract specifications;

12.3.2. Close one or more transactions at a price the Company considers fair;

12.3.3. Suspend or modify application of particular or all parts of the Regulations for the time the above mentioned events have impact on the markets.

12.4. The time duration is determined by the Company; majeure circumstances.

12.5. A party, whose failure or improper fulfillment of obligations and/or relevant actions under the present Agreement were caused by force-majeure circumstances, must disclose such circumstances to the other party within 15 days from the date such circumstances occurred. Evidence of force-majeure circumstances should be provided as well.

12.6. A party that fails to notify the counterparty of the occurrence of force-majeure circumstances within the period provided by the present Agreement does not have the right to refer to such circumstances as to valid defense

13. AMENDMENTS AND TERMINATION OF THE AGREEMENT

13.1. The Company has the right to unilaterally introduce changes to the present Agreement and its Annexes, the Company's Regulations, the trading conditions, the contract specifications and other Company's documents without prior notification.

13.2. Amendments apply to all running positions, opened before the date the changes take effect.

13.3. The present Agreement is valid for an indefinite term.

13.4. In the event 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):

13.5. - All debts relating to any fees, expenses and charges;

13.5.1. - 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;

13.5.2. - 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.

13.6. The Agreement is deemed null and void once the Client and the Company fulfill mutual obligations and upon condition that the necessary expenses and other payments under the Agreement are paid off.

13.7. Once the present Agreement loses effect, its annexes lose effect as well.

13.8. Company has the right to unilaterally terminate the Agreement before any notice and cancel trading operations if have a reasonable suspicion that the Client is fraudulent.

Fraud means abuse of bonus programs, exploitation of system vulnerabilities for profit, unacceptable behavior to attract customers to the Company, use of the Company's name for personal purposes, system mistakes exploiting, forgery of data and documents etc.

GrandCapital Ltd.

Address: Suite 305, Griffith Corporate Centre,

P.O. Box 1510, Beachmont, Kingstown, St.

Vincent and the Grenadines

International Business Company Number:

24598 IBC 2018

The Client's personal details:

Full name ID/Passport number

Account number Signature