



# REGULATION OF THE "INVESTMENT PORTFOLIO" SERVICE

## **THE REGULATION OF THE "INVESTMENT PORTFOLIO" SERVICE**

### **1. GENERAL CONDITIONS**

- 1.1. This Regulation contains rules and an order of granting to Clients the "Investment Portfolio" service (hereinafter referred to as the Service).
- 1.2. "Investment portfolio" Service consists in the following:
  - 1.2.1. The Client acquires a set of assets formed by the Company's analysts (hereinafter -Portfolio) to his account opened within the Company.
  - 1.2.2. All information on Portfolios is published on the Company's website
  - 1.2.3. The service is an information and consulting service, does not contain individual investment recommendations and does not guarantee any profitability.
  - 1.2.4. The Company is authorized by the Client to carry out the transfer of consulting materials of the Company's Analysts on the composition of the Client's Portfolio.
- 1.3. In relation to the Client's Portfolio, the Company does not perform the functions of the Manager and/or the Client's agent and does not perform trust management of the Client's funds.
- 1.4. In the event that the Client does not comply with the recommendations on the formation of the Portfolio, namely sells the assets included in the Portfolio before the end of the settlement period of the Portfolio, the service is considered automatically as provided in full.
- 1.5. As part of the provision of the Service, the Company's area of responsibility is limited by proper operation of the own technical part of the Service and does not apply to Portfolio profitability.
- 1.6. The company is obliged to take measures to ensure the confidentiality of information of Clients against third parties.
- 1.7. In the event that the Client suffers damage as a result of events, actions or omissions beyond the control of the Company, including any delays in the transfer, placement, execution of orders, distortions in the transfer of orders and/or information due to failures or malfunctions of communication and data transmission systems, power failures, damage to the Client's computer or related equipment when using the software or other reasons beyond the control of the Company, the Company shall be not liable.

### **2. TERMS OF PURCHASE OF PORTFOLIOS**

- 2.1. The minimum deposit for purchasing the Portfolio and using the Service is USD 300.00.
- 2.2. All parameters of the Portfolio, including predicted and historical profitability is calculated for a Portfolio worth USD 1,000.00
- 2.3. The portfolio can only be purchased on accounts of the Standard type.
- 2.4. After the purchase of the Portfolio by the Client, an order to purchase assets from the Portfolio shall be opened in the next trading session at current prices.
- 2.5. For all transactions of assets included in the Portfolio, Standard account trading conditions to be applied, including commissions posted on the Company's website.

### **3. COST OF PROVIDING OF THE SERVICES**

- 3.1. In addition to trading conditions for Standard accounts, for Portfolio transactions, the Client pays to the Company fee for the provision of the Service in the following amount:
  - 3.1.1. 10% of the profit at the time of closing of the Portfolio,
  - 3.1.2. but not less than 1% of the total amount invested in the Portfolio.

3.2. If the Client does not comply with the recommendations of the Company and independently modifies the Portfolio, independently closing, changing the transactions of the portfolio before the time recommended by the Company, or opens new ones, the commission is calculated for each trade separately. While doing so, the provisions established in clause

3.2.1. still to be applied.

3.3. If the Client closes all positions in the Portfolio ahead of schedule, the commission will be charged ahead of schedule and will be calculated based on the current cumulative financial result of all transactions.

3.4. If there are not enough funds on the Client's account to pay the fee for using the Portfolio, transactions or any other commission, the commission may be deducted from another account of the Client or an account of person affiliated with the Client.

#### 4. RIGHTS AND OBLIGATIONS OF THE CLIENT

4.1. The Client is obliged to:

4.1.1 indicate his reliable personal data when registering as a Client of the Company, as well as while submitting of all documents related to these Regulations;

4.1.2 comply with the requirements of the law, including (but not limited to) the currency, tax and other legislation of the country of his residence;

4.1.3 fully familiarize himself with the documents regulating relationship with the Company, including notification of the risks arising from the trading of financial instruments, to understand the consequences of their actions in relation to the execution of the Agreement;

4.1.4 resolve disputes and settle third party claims in connection with his activities regarding the Portfolio on their own and at their own expense;

4.1.5 maintain confidentiality with regard to information about the composition of the Portfolio that has become known to the Client while using the Service

4.1.6 act only on his own behalf when entering into legal relations with the Company.

4.2. The client does not have the right to:

4.2.1 transfer passwords from the Trading Platform and Personal Account to third parties and undertake to act safely and confidentially. All actions taken in relation to the implementation of the Regulations and/or with using of the login and password are considered to be carried out by the Client who has accepted these Regulations. The Company is not responsible for unauthorized use of registration data by third parties.

4.2.2 incur any obligations on behalf of the Company or bind the Company to any obligations; except for those expressly reflected in these Regulations and other documents published on the website of the Company.

4.2.3 use the trade name and/or trademark of the Company;

4.2.4 without the consent of the Company to publish or facilitate the publication in the media of any announcements, concerning the Company, as well as to issue, distribute or contribute to the writing of any notes (articles, letters) concerning the Company to any newspapers, magazines and other periodicals, as well as blogs, forums, etc. on the Internet;

4.2.5 give any guarantees and / or promises, make any statements in relation to any actions from the name of the Company or using the trade name and/or trademark of the Company;

4.2.6 take any other action that could cause any damage to the Company or result in presentation of any claims (claims) by third parties to the Company.

4.3. If, as a result of violation by the Client of the requirements of these Regulations. Any claims will be brought to the Company, the Client undertakes to fully compensate all expenses (losses) incurred by the Company.

## 5. TERM OF THE REGULATION

5.1. This Regulation is part of the Agreement on the providing of the Service and comes into force for the Company and the Client from the moment of acceptance of the offer by the Client. The regulation ceases to have effect from the moment of termination of the Agreement.

5.2. The Client acknowledges that the Company has the right to amend the conditions of these Regulation anytime. The Client is obliged to independently monitor the change in the Regulation posted on the Website.

## 6. RISKS

6.1. The company doesn't warrant profit earning. Positive results of trade in the past don't warrant positive results of trade in the future.

6.2. The client accepts possible financial losses in the form of direct losses or lost profits as a result of the following risks:

6.2.1 the risk of unfair observance of the interests of Clients or fraudulent actions of third parties in relation to Clients' funds;

6.2.2 the risk of access by third parties to account management in case of disclosure of credentials by the Client;

6.2.3 risk of misunderstanding or misinterpretation of the Regulations by the Client;

6.2.4 the risk of late filing of claims against the Company in relation to the implementation of trading operations on the Portfolio on the Client's account;

6.2.5 the risk of unforeseen delays in transferring funds between accounts or untimely execution of orders for deposit/withdrawal or closing/liquidation of an account due to circumstances beyond the control of the Company;

6.3. The Company shall under no circumstances be liable for the occurrence of these risks and for their consequences.

## 7. OTHER TERMS

7.1. All kinds of agreements which will be exchanged by the Company and Clients at accomplishment of the present Regulations conditions, can be concluded by an exchange by mail, electronic, facsimile or other communication allowing to establish authentically that the document proceeds from the Company or the Client.

7.2. In a case if one or more of the present Regulations positions are void for any reason, not having legal force, such invalidity doesn't influence the validity of any other position of the present Regulations which will keep in force.

7.3. In case of absence of the unique interpretation of the term in the text of the present Regulations it is necessary to be guided by term interpretation: first of all - specified in the Client's agreement, in the second turn - in other Regulations of the Company