

Client Agreement



Vestog Ltd.



Client Agreement

This agreement ("Agreement") is a legal contract between Vestoo Ltd. (hereinafter "Service Provider") and you as a Customer. The Agreement includes the Service Provider risk disclosure statement (see Section 31 and 32 below) and Service Provider trading policies (see Section 33 below), as amended from time to time.

The term "you" or "Customer" refers to any individual or legal entity, including a corporation or partnership that wants to open a business relationship ("Account") with Service Provider. The Agreement outlines the terms and conditions that apply to the opening and operation of a Rolling Spot Forex trading Account with Service Provider. If this is a joint Account, the term Customer refers to all Account holders jointly and severally.

You must review this Agreement carefully before each owner associated with the Account.

In consideration of Service Provider opening an Account for the undersigned Customer and agreeing to enter into securities, commodities, precious metal, foreign exchange, Rolling Spot Forex and other investment transactions (including over-the-counter, forward, futures and any other derivative transaction) ("Instruments") with you as our Customer, you agree as follows:

1. Introduction

This Agreement sets forth the terms and conditions governing your Account with Service Provider, and all contracts and other transactions (save as explicitly agreed by the parties) placed through this Account with Service Provider.

2. Definitions and Common Trading Terms

Definitions and common trading terms may be shown in bold or italics type the first time they are used in this Agreement.

3. Scope of Agreement

All Investments entered into between Service Provider and the Customer (collectively "Contracts") shall be governed by the terms of this Agreement or any changes thereto that Service Provider shall agree to. Service Provider may modify this Agreement by notifying the Customer in writing that other or additional terms apply. Any proposals for, additions to, or modifications of this Agreement by Customer, absent written agreement by an authorized person employed by Service Provider to the contrary, are void and shall have no effect. This Agreement refers and extends to a potential relationship between the Customer and Service Provider. Service Provider will facilitate a relationship between the Customer and a designated counterparty or counterparties in the Contracts. At no time shall Customer funds be on deposit with Service Provider or its Technology Providers (as defined below) except at times and in amounts required for Service Provider to fulfill its obligations under this Agreement. "Technology Providers" means companies that provide technology products or services used by Service Provider in performing this Agreement and specifically includes Service Provider's



technology provider BTBS. Service Provider reserves the right to require Customer to use ACH or other electronic fund transfers for money transfers under this Agreement.

Subject to the terms and conditions of this Agreement, the full completion of the Account Setup Requirements and acceptance of Customer's Application to open an Account with Service Provider, Service Provider will cause to be opened and maintain Account(s) with a designated counterparty or counterparties for the purpose of engaging in cash settled transactions in securities, commodities, precious metal, Currencies and other investment markets on a spot, forward, future or any other derivative settlement basis for the benefit of the Customer, and provide such other services and products as Service Provider may, in its sole discretion, determine to offer in the future. Unless expressly stated otherwise in writing, all Contracts and other transactions entered into between Service Provider and Customer shall be governed by the terms of this Agreement, including the Risk Disclosure Statement and Service Provider's applicable trading policies ("Trading Policies") as amended from time to time. Service Provider reserves the right (but does not undertake the obligation) to terminate, limit or reject transactions that Service Provider believes to be improper, legally risky, or illegal. In addition Service Provider may require additional information before executing any transaction contemplated by the Customer.

This Agreement constitutes your consent that communications be made via electronic media (including the Platform as defined below).

Communications sent through the website or by electronic media shall be treated as satisfying any legal requirement that a communication should be signed and in writing, to the extent permitted by applicable law. The "Platform" refers to an electronic trading platform made available online by Service Provider and/or one or more of its Technology Providers.

By a written addendum, the parties may add additional services to this Agreement. Unless otherwise agreed in writing, this Agreement will govern such additional services.

4. Risk Acknowledgements

Customer acknowledges and understands that trading and investment in leveraged Contracts is highly speculative, involves an extreme degree of risk, and is generally appropriate only for persons who can assume risk of loss in excess of their margin deposit. Customer understands that because of the low margin/high leverage normally available in Investments, price changes in Instruments Contracts may result in significant losses. Such losses may substantially exceed Customer's investment and margin deposit. By Customer directing Service Provider to enter into any Contract, any profit or loss arising as a result of a fluctuation in the exchange rate affecting such Instrument will be entirely for the Customer's account and risk.

Customer warrants that the Customer is willing and able, financially and otherwise, to assume the risk of trading in Instruments, and in consideration of Service Provider carrying his/her Account(s), Customer agrees not to hold Service Provider and its Technology Providers responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents or representatives. Customer recognizes that guarantees of profit or freedom from loss cannot be given and it is impossible to predict performance of trading in Instruments. Customer acknowledges that Customer has received no such guarantees from Service Provider or from any of its representatives or any introducing broker or other entity with whom Customer is conducting or managing his/her/its Service Provider Account and has not entered into this Agreement in consideration of or in reliance upon any such guarantees or similar representations. All transactions effected for Customer's account and all fluctuations in the market prices of the Contracts carried in



Customer's Account are at Customer's risk, and Customer shall be solely liable therefore under all circumstances. Customer represents and warrants that Customer is willing and financially able to sustain such losses, and that the trading of Instruments is a suitable investment vehicle for the Customer.

Service Provider is not responsible for delays or partial or total failures in any online (electronic) trading platforms or any communications facility or other causes beyond Service Provider's reasonable direct control. The Customer understands and recognizes that the transactions to be conducted pursuant to this Agreement are NOT conducted on a regulated market or exchange. Customer represents that it is aware of the risks inherent in the trading of Instruments and is financially able to bear such risks and withstand any losses incurred.

5. Customer's Representations and Warranties

As of the date hereof, the date of each Contract and other transaction in Customer's Account and any date on which Service Provider Risk Disclosure Statement or Trading Policies are revised, updated or amended, Customer represents and warrants to Service Provider and agrees for the benefit of Service Provider that:

- (a)** If a natural person, Customer is of sound mind, legal age and legal competence.
- (b)** If not a natural person (that is, if Customer is a corporation, LLC or other entity), Customer is duly organized and validly existing under the applicable laws of the jurisdiction of its organization.
- (c)** Execution and delivery of this Agreement and all Contracts and other transactions contemplated hereunder and performance of all obligations contemplated under this Agreement and all Contracts and other transactions contemplated hereunder have been duly authorized by Customer and are legally binding.
- (d)** Each person executing and delivering this Agreement and all Contracts and other transactions contemplated hereunder on behalf of Customer performing the obligations contemplated under this Agreement and any Contract and other transaction contemplated hereunder on behalf of Customer, has been duly authorized by Customer to do so.
- (e)** Execution and delivery by Customer of this Agreement and all Contracts and other transactions contemplated hereunder, and performance of all of Customer's obligations contemplated under this Agreement and any Contract and other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Customer.
- (f)** Customer has full beneficial ownership of Customer's Account. Customer has not granted and will not grant a security interest in Customer's Account with Service Provider (other than the security interest granted to Service Provider hereunder) to any person without Service Provider's prior written consent. Customer has full beneficial ownership of all collateral and will not grant any security interest in any Collateral to any person (other than the security interest granted to Service Provider hereunder) without prior written consent of Service Provider.
- (g)** Customer will execute and deliver all documents, give all notices, make all filings and take such other actions as Service Provider, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of Service Provider or to protect Service Provider's interests with respect to any Collateral.



(h) Customer hereby warrants that regardless of any subsequent determination to the contrary, Customer is suitable to trade in Instruments and is a sophisticated investor in Instruments that hereby expressly warrants freely and without any reservation that Customer has not been solicited by Service Provider to enter into this Agreement.

(i) Customer has read and understands the Risk Disclosure Statement contained in this Agreement. Customer will review Service Provider's risk disclosures, including, without limitation, Service Provider Risk Disclosure Statement, each time they are amended. Customer will not affect any transaction in Customer's Account unless Customer understands Service Provider's revised risk disclosures, and Customer agrees that in effecting any transaction, Customer is deemed to represent that it has read and understands Service Provider's revised risk disclosures as in effect at the time of such opening transaction.

(j) Customer has read and understands the trading policies contained in this Agreement, including, without limitation, Service Provider Trading Policies. Customer will review Service Provider Trading Policies, including, without limitation, Service Provider Trading Policies each time they are amended. Customer will not affect any opening transaction in Customer's Account unless Customer understands Service Provider revised Trading Policies, and Customer agrees that in effecting any opening transaction it is deemed to represent that it has read and understands Service Provider revised Trading Policies as in effect at the time of such opening transaction.

(k) Customer acknowledges that Customer has had the opportunity to conduct simulated trading using the Service Provider Demo Trading Platform for a period that has allowed the Customer to develop a full understanding of the Service Provider Internet Trading Platform, an online trading system for Spot Foreign Exchange real-time trading.

(l) All information provided by Customer to Service Provider, including information regarding Customer's trading experience and investment sophistication, is true, correct and complete, and Customer will notify Service Provider promptly of any changes in such information.

6. Foreign Accounts

Any Customer of Service Provider that does not reside in the Service Provider's governing jurisdiction may be asked to comply with special requests as required by any applicable governmental or regulatory agency or any other similar authority having jurisdiction thereof. In addition, Service Provider may be required to provide to an applicable governmental or regulatory agency with information regarding a Customer's Account(s). Failure by the Customer to respond to such inquiries may result in immediate prohibition of the trading in the Customer's Account(s) with the exception of offsetting trades to existing open positions. Service Provider also reserves the right to liquidate open positions at the request of any governmental, regulatory or like such agency and perform other duties as instructed by such agencies. All Foreign Accounts with Service Provider must present certain documents required for opening an account. These documents include such items as a copy of an official form of picture ID (i.e., Passport), proof of residence, and date of birth and corporate certificates, if applicable. Customer may upon request, be required to provide additional documents and/or a bank reference before the Customer is approved for trading.



7. Trading

7.1 On-line Access

In order to use the Platform, you will need to request a username and password ("Access Code") from Service Provider. You will need to provide the Access Code each time you wish to use the Platform. In relation to the Access Code you acknowledge and undertake that:

- (a)** you will be responsible for the confidentiality and use of your Access Code;
- (b)** other than with our prior written consent, you will not disclose your Access Code to persons other than your authorized employees or representatives for any purpose whatsoever;
- (c)** Service Provider may rely on all instructions, orders and other communications entered using your Access Code, and you will be bound by any transaction entered into or expense incurred on your behalf in reliance on such instructions, orders and other communications; and
- (d)** you will immediately notify Service Provider if you become aware of the loss, theft or disclosure to any third party or of any unauthorized use of your Access Code. If Service Provider believes that your Access Code is being used without your knowledge by unauthorized persons, Service Provider may without prior notice suspend your rights to use the Platform. Further, if Service Provider believes that you have supplied your Access Code to other persons in breach of this clause, then Service Provider may suspend Customer's access to or use of the Platform and/or terminate this Agreement forthwith. You shall be solely responsible for making all appropriate arrangements with any telecommunications service providers or, where access to the Platform is provided through a third party server, any such third party, as may be necessary in order to obtain access to the Platform. Neither Service Provider, its Technology Providers, nor any company maintaining, operating, owning, licensing, or providing services to Service Provider in connection with the Platform (a "Service Provider") makes any representation or warranty as to the suitability or otherwise of any such equipment, software or arrangements.

You will not use, or allow the use of, the Platform:

- (i)** in contravention of any laws, regulations or rules of any regulatory authorities to which you are subject;
- (ii)** in any way (including without limitation posting information on the Platform where this facility is available) which is defamatory, obscene, abusive, indecent or menacing or which infringes any intellectual property rights or breaches obligations of confidence or which is otherwise illegal or unlawful; (iii) to introduce a software virus or other disruptive program or do any act which would cause the Platform to become unavailable for use by others;
- (iv)** to frame or link to or to solicit or encourage other Internet websites to frame or hypertext link direct to the Platform without the prior written consent of Service Provider; or
- (v)** in any way which is not authorized by Service Provider or in breach of this Agreement. Customer acknowledges that the Platform is provided for use only by Service Provider and its customers. The Platform is not a futures exchange or a securities exchange.



7.2 Authorization to Trade for Customer's Account

Subject to the terms of this Agreement and all related agreements, including the Risk Disclosure Statement and Service Provider Trading Policies herein, the Customer Account Application and any applicable Addenda thereto, Customer authorizes Service Provider and its Technology Providers to instruct the designated counterparty or counterparties to enter, purchase, sell, and clear Contracts on a spot, forward or future basis for the Customer's Account in accordance with Customer's electronic, written or oral instructions received through the Service Provider Internet Trading Platform, an online trading system.

Customer agrees to be responsible for any transaction instruction received by Service Provider either electronically via the Service Provider Internet Trading Platform. Before executing a transaction, Customer is required to provide the Access Code authorization electronically via a login procedure. Service Provider may use such information to authenticate the Customer and allow the Customer the authorized Service Provider Account for that authentication for the purpose of transactions under this Agreement.

If Customer's Account is a Joint Account, Service Provider is authorized to act on the instructions of any one owner without further inquiry, with regard to trading in the Account and/or the disposition of any and all assets in the Account. Service Provider shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by Service Provider and any of its employees in reliance on any such instructions or on the apparent authority of any such authorized person(s).

7.3 Pricing Information

Subject to the terms of this Agreement, Service Provider will make available, through its Technology Providers, and designated counterparty or counterparties, bid and ask prices in Contracts by means of posting such prices on the Platform, on another online trading system, or by any other communication means available to Service Provider. Each bid or ask price shall be for a Contract with a specified Value Date and for a specific Instrument. **SERVICE PROVIDER MAKES NO WARRANTY, EXPRESSED OR IMPLIED THAT BID AND ASK PRICES SHOWN REPRESENT PREVAILING BID AND ASK PRICES IN THE INTERBANK OR ANY OTHER MARKET.**

In addition, although Service Provider reasonably expects to make available continuous prices during business hours, because of a number of factors including but not limited to technology failures, communication system delays, lack of interbank liquidity or high market volatility, Service Provider makes no warranties that dealing prices or liquidity will be available continuously to Customer.

7.4 Execution of Orders

Customer acknowledges, understands and agrees that all market orders and non-market orders such as limit orders, stop-loss orders, one-cancels-the-other orders or any other type of order (collectively "Orders") transmitted and accepted by the designated counterparty or counterparties, are undertaken on a "best-efforts basis" in accordance with the relevant provisions of the Trading Policies, as amended from time to time. The Customer acknowledges, however, that due to market conditions or other circumstances, the counterparty may be unable to execute the Order at the Market or specified level and the Customer agrees that Service Provider and its Technology Providers will bear no liability for failure to execute such orders. This includes but is not limited to all Orders that are entered over a



weekend or holiday period. In such circumstances, orders will be executed on a "best-efforts basis" once the market is reopened on the next business day.

Customer acknowledges that execution may not be immediate or at the price dictated by the opening level due to imbalances in Orders, market conditions, market liquidity or other circumstances. Service Provider and its Technology Providers shall have no responsibility for delays in the transmission of Orders due to disruption, market conditions, failure or malfunction of communications facilities or other factors and shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, to any person or entity, including Service Provider and its Technology Providers, or the designated counterparty or counterparties.

7.5 Quoting Errors

Should a quoting error occur due to a mistype of a quote or a misquote given by telephone and/or electronic means (including responses to your requests), Service Provider is not liable for any resulting errors in your Account and reserves the right to make necessary corrections or adjustments with respect to the Account involved. Any dispute arising from such quoting errors will be resolved on the basis of the fair market value, as determined by Service Provider, in its sole discretion, of the relevant foreign currency at the time such error occurred. In cases where the prevailing market represents prices different from the prices Service Provider has posted on our screen, Service Provider will endeavor to execute trades on or close to the prevailing market prices, if available, or at prices that Service Provider deems to be reasonable. These prices will be the prices that are ultimately reflected on the reports to you. This may or may not adversely affect your realized and unrealized gains and losses.

7.6 Positions and Orders Limitations

Service Provider and its Technology Providers reserve the sole discretionary right, at any time, to limit the number of Open Positions which Customer may enter, acquire, or maintain with the designated counterparty or counterparties, to refuse acceptance of any Order entered by Customer or to alter its dealing relationship with the Customer to include or exclude use of any electronic trading network or other trade execution method in any manner and to any extent.

7.7 Netting

Service Provider and its Technology Providers retain the right to net all hedged positions at the end of each month at their sole discretion.

8. Margin Requirements

Customer shall provide and maintain margin with the designated counterparty or counterparties in such amounts and in such forms as may be required by the counterparty in its sole discretion. Customer acknowledges that the counterparty reserves the right to change the margin requirements at any time. Any requirement for margin payments must be satisfied within such time as may be



specified by the counterparty. Customer will be notified by Service Provider of such changes in margin requirements.

9. Security Agreement

In order to secure any indebtedness or other obligations at any time owing from Customer to Service Provider, including, without limitation, indebtedness or other obligations under any Account, Contract or other transaction with Service Provider; or any indebtedness or other obligations resulting from any guarantee by Customer of any Account, Contract or other transaction with Service Provider, Customer hereby assigns, pledges and grants to Service Provider a security interest in and right of setoff against:

- (i) all of Customer's Accounts with Service Provider;
- (ii) all Contracts, cash and other property in Customer's Account with Service Provider or delivered or otherwise provided by Customer to secure its indebtedness or other obligations to Service Provider or in Service Provider possession or control for any purpose (including safekeeping); and
- (iii) all products and proceeds of the foregoing (collectively, (i), (ii) and (iii) are referred to as "Collateral").

In the event of indebtedness of Customer to Service Provider for reasons including but not limited to the above, Service Provider shall have the right to sell, pledge, perfect, enforce, re-hypothecate, assign, invest, commingle and otherwise use any Collateral it holds (including, but not limited to, using the Contracts as collateral for a loan to Service Provider) free from any claim or right of any nature whatsoever of the Customer, including any equity or right of redemption by the Customer and to register any Collateral in the name of Service Provider, its custodian or a nominee for either. Any failure by Service Provider to enforce its rights hereunder shall not be deemed a future waiver of such rights by Service Provider.

Service Provider is irrevocably appointed as attorney-in-fact for Customer and is authorized, without notice to Customer, to execute and deliver any documents, give any notice and to take any actions on behalf of Customer, including the execution, delivery and filing of financing statements, that Service Provider deems necessary or desirable to evidence or to protect Service Provider's interest with respect to any Collateral or to exercise the rights granted herein. In the event that the Collateral deemed acceptable to Service Provider ("Eligible Collateral") is at any time insufficient to satisfy Customer's indebtedness or other obligations to Service Provider, including obligations to provide margin in accordance with Trading Policies and Paragraph 7 hereof, Customer shall promptly pay upon demand the entire amount of such deficit in accordance with Trading Policies and Paragraph 8 hereof.

10. Capacity

Any and all Contracts and transactions made and entered into as a result of Customer directing such Contracts and transactions, are made and entered into by Service Provider and/or its Technology Providers on behalf of the Customer. Customer understands that Service Provider and its Technology Providers do not act as counterparty, broker, intermediary, agent, and advisor or in any fiduciary capacity. The Customer understands and recognizes that any and all transactions and Contracts entered as a result of Customer directing Service Provider to enter into such transactions and Contracts may be entered by Service Provider, with financial institutions including, without limitation banks, clearing institutions and Foreign Exchange dealers at the sole discretion and option of Service



Provider and its Technology Providers. Customer represents, agrees and authorizes Service Provider to deliver, sell, purchase and clear with the designated counterparty or counterparties any and all Customer's Contracts. Customer shall guarantee and hold Service Provider and its Technology Providers harmless against any loss it may sustain thereby.

Service Provider is not an authorized credit institution licensed to conduct deposit business. Accordingly, all monies will be held by the counterparty and not by Service Provider, or any of its affiliates, Technology Partners, as a trustee or agent. Customer hereby acknowledges that all monies with respect to trades placed pursuant to the terms of this agreement, may not be segregated on its behalf. Customer expressly agrees to defend, indemnify and hold harmless Service Provider, its Technology Providers from any and all claims against it by customers with respect to monies given or deposited.

11. Rollovers & Commissions

In the absence of an offsetting or closing liquidation trade done prior to the close of business, Service Provider is authorized to rollover all or any portion of the foreign currency positions in Customer's Account at Service Provider's absolute discretion and at Customer's risk to the next settlement spot date. Rollovers will be executed at rates determined by Service Provider and at Service Provider's absolute discretion. Rollover debits or credits will be reflected in the Customer's Account at a time after the normal close of the business day for Service Provider. Service Provider reserves the right to change at its sole discretion, any rollover debits or credits at any time if Service Provider, at its sole discretion deems that the amount debited or credited was in error.

Accounts that are not subject to rollover ('no swap accounts') will be subject to commission fees. Service Provider is authorized to charge commissions to all or any portion of the Instruments' positions in Customer's Account at Service Provider's absolute discretion and at Customer's risk. Due to the Service Provider assuming risk from the rollover, Service Provider is authorized to retroactively review commissions and perform a balance adjustment of Customer's account at Service Provider's absolute discretion and at Customer's risk. Service Provider reserves the right to change at its sole discretion, any commission debits or credits at any time if Service Provider, at its sole discretion deems that the amount debited or credited was in error.

12. Liquidation of Accounts and Deficit Balances

In the event of:

- (a)** the death or declaration of incompetence of Customer;
- (b)** the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer;
- (c)** the filing of an attachment against any of Customer's Accounts carried by Service Provider;
- (d)** insufficient margin, or Service Provider determination that any collateral deposited to protect one or more Accounts of Customer is inadequate, regardless of current market quotations, to secure the Account;



(e) Customer's failure to provide Service Provider any information requested pursuant to this Agreement; or

(f) any other circumstances or developments that Service Provider deems appropriate for its protection,

then, in Service Provider's sole discretion, Service Provider may take one or more or any portion of, the following actions:

(a) Satisfy any obligation Customer may have to Service Provider, either directly or by way of guaranty of surety, out of any of Customer's funds or property in its custody or control;

(b) Sell or purchase any or all Contracts or other property held or carried for Customer; and

(c) Cancel any or all outstanding Orders or Contracts, or any other commitments made on behalf of Customer.

Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal representatives, heirs, executors, administrators, trustees, legatees, successors or assigns, and regardless of whether the ownership interest shall be solely that of the Customer or be held jointly with others. Customer shall at all times be liable for the payment of any deficit balance in Customer's Account upon demand by Service Provider and, in all cases, Customer shall be liable for any deficiency remaining in Customer's Account in the event of the liquidation thereof in whole or in part by Service Provider or by Customer.

In the event that the proceeds realized pursuant to liquidation are insufficient for the payment of all liabilities of Customer due to Service Provider, Customer shall promptly pay upon demand the entire amount of any such deficit, together with all other deficits and all unpaid liabilities of Customer. Included are, and Customer agrees to pay, all costs of enforcement and collection, such as, but not limited to, actual attorneys' fees, disbursements, travel and other expenses, interest on any such deficit and liabilities at a rate equal to five (5) percentage points above the then prevailing prime rate at Service Provider's principal bank or the maximum interest rate allowed by law, whichever is lower, and any other cost incurred by Service Provider. In the event Service Provider incurs expenses other than those for collection of deficits with respect to Customer's Account, Customer agrees to pay all such expenses in full.

13. Charges

Service Provider reserves the right to change its fee structure at any time at its sole discretion by written notice. Service Provider will charge for incidental banking related fees such as wire transfers for deposits/withdrawals and returned check fees. Service Provider will also charge Customer for the purchase of any additional services as may be offered by Service Provider from time to time.

14. If Customer is Introduced to Service Provider by an Introducing Agent or Third Party Advisor

If an introducing agent or any third party advisor introduces the Customer to Service Provider, the Customer understands that Service Provider may pay fees, commissions or other compensation to such person or entity for the introduction. Customer acknowledges and agrees that as an introducing



agent or third party advisor to Service Provider, the introducing agent or third party advisor does not hold or collect any funds on behalf of Service Provider or for the Customer's Account. Service Provider does not control and cannot endorse or vouch for the accuracy of any information or advice Customer may have or will receive by the introducing agent or third party advisor. Included in the information and advice covered by this paragraph without limitation are actual or implied promises made by the introducing agent regarding the future profit or losses in Customer Account as a result of third party trading systems, research reports, market trading advice or interpretation of economic news and events. If Customer receives information or trading advice from an introducing agent or third party advisor, Service Provider shall in no way be held responsible for any loss resulting from the Customer's use of information or advice. Service Provider provides or otherwise makes available a Service Provider Risk Disclosure document to the Customer when the Customer opens an Account. Any Customer introduced by any introducing agent or third party advisor should carefully read Service Provider's Account Application, Service Provider's Risk Disclosure Document and Service Provider's Trading Policies herein and should not rely on information supplied by any introducing agent or third party advisor. Customer should understand that introducing agents or third party advisors are often not regulated by a government agency and that the introducing agent or third party advisor shall have the right to access information regarding the Account of the Customer including but not limited to Account information, Customer address, phone number, e-mail address. The introducing agent or third party advisor will not have trade authorization privileges unless granted in writing by the Customer via the Customer's signing and delivering to Service Provider a duly authorized power of attorney, documented in form and substance satisfactory to Service Provider, authorizing the trading.

15. Introducing Agents' Responsibility to Service Provider and to their Clients

Customer agrees that the following are responsibilities of Introducing agents (and not of Service Provider) with regard to their introduced or referred Accounts with Service Provider. The introducing agent is responsible for:

- (a)** Communicating with their introduced clients investment objectives and investment opportunities given those objectives;
- (b)** Complying with all legal requirements, rules and regulations applicable to being a licensed introducing agent;
- (c)** Complying with all legal requirements, rules and regulations applicable to their customer; and
- (d)** Determining any commission structure and communicating the structure to the introduced clients.

The introducing agent will not be responsible for (and Customer shall not instruct, allow or permit any introducing broker to perform) the following:

- (a)** Opening of an Account including, but not limiting to the approving, servicing and monitoring of Customer's Account and obtaining and verifying Customer's Account information as is required by the law and regulation;
- (b)** Collecting funds from the clients for the purpose of facilitating margin trading transactions in/with Instruments or satisfying margin requirements;
- (c)** Executing any transactions or accepting any orders for the Customer's Account(s), or performing any action that would cause or appear to cause a change in Customer position or Account Value,



including but not limited to rolling over spot positions, liquidating positions, paying interest, requiring margin, or accepting additional funds or paying out funds to the Customer;

(e) Providing any Account statements to the Customer; or

(f) Responding to complaints or inquiries.

16. Statements and Confirmations

Subject to the terms of this Agreement, confirmation of trades will be made online as the trades are executed and should immediately be reflected in the Customer's Service Provider Margin Monitor, Service Provider Open Positions window, Account Statement Report and in their Trade History Report. Reports and all online position windows and statements of Accounts for Customer shall be deemed correct and shall be conclusive and binding upon Customer if not objected in writing within three (3) Business Days after the transmission to Customer. Margin calls or trade corrections shall be conclusive and binding unless objected to immediately by telephone or e-mail. Written objections on Customer's part shall be directed to Vestoo Ltd., and shall be deemed received only if actually delivered or mailed by registered mail, return receipt requested. Failure to object shall be deemed ratification of all actions taken by Service Provider, or Service Provider agents prior to Customer's receipt of said reports. Trades executed online will be confirmed online at the time of the trade. Pending Orders or trades executed while the Customer is offline will be reflected in the Customer's Service Provider Open Position window, in the Service Provider Margin Monitor, Account Statement Report and in their Trade History Report upon logging back into the Service Provider application. Customer's Account statements will be available online in the Reports section of the Service Provider Internet Trading Platform. Monthly statements will be available by e-mail upon request. Customer's failure to receive a trade confirmation shall not relieve Customer of the obligation to object as set out herein. Customer understands and acknowledges that oral information provided by Service Provider to Customer regarding confirmations of trades and statements of Account may be unverified and incomplete due to delays in transmission and other factors beyond Service Provider's reasonable control. Customer therefore acknowledges and agrees that any reliance upon such oral information is at Customer's risk and Customer further agrees to immediately call to Service Provider's attention any such oral information which Customer has reason to believe is inconsistent with Customer's own information. No provision of this Agreement shall operate to prevent Service Provider from correcting any error or omission upon discovery. The Customer agrees that such errors, whether resulting in a profit or loss, shall be corrected and Customer's Account will be credited or debited in such manner and extent as to place the Account in the same position in which it would have been had the error not occurred. Service Provider reserves the right to be the final arbiter as related to disputed Orders.

17. Communications

Reports, statements, notices and any other communications may be transmitted to Customer at the address set forth herein, or to such other address as Customer may from time to time designate in writing to Service Provider. All communications sent, whether by mail, e-mail or otherwise, shall be deemed transmitted by Service Provider when deposited in the mail, or when received by a transmitting agent, or communications or recording device, designated by Customer or otherwise within Customer's actual or constructive control, and such communication shall be deemed delivered to Customer personally, whether actually received by Customer or not, and Customer hereby waives all claims resulting from failures to receive such communications. All communications sent by Customer



shall not be deemed effective until accepted by Service Provider. Customer shall notify Service Provider immediately of any change in Customer's personal information.

18. Force Majeure

Service Provider and its Technology Providers shall not be liable to the Customer for any loss, cost, damage or expense sustained or incurred by the Customer, directly or indirectly, by reason of any cause beyond Service Provider's control, including but not limited to, natural disasters, acts of God, civil unrest, war, insurrection, international intervention, governmental action (including, without limitation, exchange controls, forfeitures, nationalizations, devaluations), market conditions, inability to communicate with any relevant person or entity or any breakdown or failure of any transmission or communication system or computer facility, whether belonging to Service Provider or its Technology Providers, Customer or any market or any settlement or clearing system.

19. Trading Recommendations

Customer acknowledges, understands and agrees that:

- (a)** Any information communicated to Customer by Service Provider or any introducing broker affiliated with Service Provider does not constitute an offer to sell or the solicitation of an offer to enter into any Contract nor shall it constitute a trading recommendation;
- (b)** Any such information, although based upon information obtained from sources believed by Service Provider to be reliable, may be incomplete and may be unverified;
- (c)** Service Provider makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information furnished to Customer; and
- (d)** Customer further acknowledges that, should Customer grant trading authority or control over Customer's Account to a third-party (Authorized Agent), whether on a discretionary or non-discretionary basis, Service Provider shall in no way be responsible for reviewing Customer's choice nor making any recommendations with respect thereto.

20. Intellectual Property and Confidentiality

The Platform may incorporate third party data, text, images, software, multi-media materials and other content ("Third Party Content") and references to the Platform shall be taken to include all materials, content and services made available from time to time on the Platform whether viewed on screen or downloaded to another computer including without limitation Third Party Content. The Platform is protected by copyright, database rights and other intellectual property rights. You acknowledge that Service Provider and/or third parties retain all right, title and interest in and to the Platform. Use of the Platform does not confer any ownership rights in the Platform. Except as otherwise specifically agreed in writing or to the extent necessary for you to view or use the Platform in accordance with this Client Agreement, you shall not:

- (i)** copy the Platform in whole or in part;



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- (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, lend or transfer or in any way exploit the Platform in whole or in part;
 - (iii) embed the Platform into other products;
 - (iv) use the Platform in any timesharing arrangement;
 - (v) create function calls or other embedded links from any software program to the Platform;
 - (vi) remove or obscure any copyright, trademark or other proprietary notice;
 - (vii) use any trademarks, service marks, domain names, logos, or other identifiers of third party Service Providers; or
 - (viii) save to the extent permitted under by law, reverse engineer, decompile, disassemble, or access the source code of the Platform.

The Platform may contain links to other websites which are not controlled by Service Provider or any Service Providers and contain material produced by independent third parties. The owners of such linked websites do not necessarily have any relationship, commercial or otherwise, with Service Provider or its Service Providers. The existence of a link from the Platform to any third party website does not constitute a recommendation or other approval by Service Provider or any Service Provider of such website its content or any provider thereof. Any opinions or recommendations expressed on third party websites are those of the relevant provider and are not the opinions or recommendations of ours or any Service Provider.

Neither we nor any Service Provider accepts any responsibility for content provided on any website that may be accessed through links on the Platform.

21. Indemnification

Customer agrees to defend, indemnify and hold Service Provider, its Technology Providers, affiliates, and their respective employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by Service Provider arising out of Customer's failure to fully and timely perform Customer's agreements herein or should any of the representations and warranties made by Customer herein or at any time fail to be true and correct. Except as otherwise expressly stated herein, Customer also agrees to pay promptly to Service Provider all damages, costs and expenses, including attorney's fees, incurred by Service Provider in the enforcement of any of the provisions of this Agreement, any other agreements between Service Provider and Customer, and any Contracts and other transactions hereunder.

22. Disclosure and Financial Information

The Customer represents and warrants that the financial information disclosed to Service Provider in this document and any and all documents provided by Customer in connection with the Customer's Account are an accurate representation of the Customer's current financial condition, trading experience and the level of investment sophistication. The Customer additionally represents to Service Provider that the information provided by the Customer in connection with this Agreement is full, complete and accurate and Service Provider is entitled to rely on this information until Service Provider



receives written notice from the Customer of any change in such information. The Customer represents and warrants that the Customer has very carefully considered the portion of the Customer's Assets which the Customer deems to be Risk Capital; the Customer recognizes that Risk Capital is the amount of money the Customer is willing to put at risk and if lost would not, in any way, change the Customer's life style or otherwise materially affect Customer.

23. Disclosure and Customer Information

Service Provider will not share or sell information regarding its customers and/or prospective customers, except to its Technology Providers, employees, agents, affiliates, partners, associates and professional advisers as reasonably required in the ordinary course of Service Provider business, including, but not limited to, Service Provider banking, transaction processing, or credit relationships. Service Provider may also disclose to federal or state regulatory agencies and law enforcement authorities' information regarding Customer and Customer's transactions in response to a request for such information and may disclose information regarding Customer and Customer's transactions in response to a court order, subpoena, or compulsory legal process.

24. Joint Accounts and Trust Accounts

If more than one natural person as the Customer executes this Agreement, all such natural persons agree to be jointly and severally liable for the obligations assumed in this Agreement. If this Agreement is executed by a trust, partnership or unincorporated association, the Customer hereby agrees to defend, indemnify, save and hold harmless and free Service Provider for any losses, claims, costs, damages and expenses resulting directly or indirectly from breach of any fiduciary or similar duty or allegation thereof.

25. Amendments

Customer understands, acknowledges and agrees that Service Provider may amend or change this Agreement, including the Annexes hereto, at any time. Service Provider will provide notice to Customer of any such amendment or change by sending an e-mail message to Customer and by posting the amendment or change on Service Provider Website at www.vestoo.com. Customer agrees to be bound by the terms of any such amendment or change. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by Service Provider or its agents to assert its rights under this Agreement on any occasion or series of occasions. No oral agreements or instructions to the contrary shall be recognized or enforceable.

26. Termination

This Agreement shall continue in effect until termination, and may be terminated by Customer at any time when Customer has no open positions and/or no liabilities held by or owed to Service Provider, upon the actual receipt by Service Provider of written notice of termination. This Agreement may be terminated by Service Provider at any time whatsoever upon the transmittal of written notice of



termination to Customer; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set forth in this Agreement. Any such notice of termination by Service Provider shall not relieve Customer of any obligations arising out of any deficit balance.

27. Entire Agreement

This Agreement, together with the full Customer Account Application, Trading Policies and Risk Disclosure Statement and all applicable written Addenda thereto, embodies the entire agreement of the parties, superseding any and all prior written and oral agreements. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be unlawful, prohibited by or invalid under applicable law, then such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any of the remaining provisions of this Agreement. Service Provider's Technology Providers are intended third party Beneficiaries and may enforce in their own name those provisions of this Agreement that benefit or protect them.

28. Recordings

Customer acknowledges and agrees that any and all conversations between Customer and Service Provider personnel, including but not limited to principals, agents, employees or associates may, at the sole option and discretion of Service Provider, be recorded electronically with or without the use of an automatic tone warning device. Customer further agrees to the use of such recordings and transcripts thereof as evidence by either party in connection with any dispute or proceeding that may arise involving Customer or Service Provider. Customer understands that Service Provider destroys such recordings at regular intervals in accordance with Service Provider established business procedures and at its sole discretion, and Customer hereby consents to such destruction.

29. Binding Effect

This Agreement shall be continuous and shall cover, individually and collectively, all Accounts of Customer at any time opened or re-opened with Service Provider, irrespective of any change or changes at any time in the personnel of Service Provider or its successors, assigns, or affiliates. This Agreement, including all authorizations, shall inure to the benefit of Service Provider and its successors and assigns, whether by merger, consolidation, or otherwise, and shall be binding upon Customer and/or the estate, executor, trustees, administrators, legal representatives, heirs, successors and assigns of Customer. Customer hereby ratifies all transactions with Service Provider affected prior to the date of this Agreement, and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of this Agreement.



30. Acceptance of the Agreement

This Agreement shall be accepted by Service Provider and will become a legally binding contract between Customer and Service Provider when the Customer Application is filled out in its entirety, and when all documents including this Agreement, Agreed by the Customer.

31. Service Provider Risk Disclosure Statement

Trading in leveraged foreign exchange involves a high degree of risk including the risk of loss of the Customer's entire Risk Capital. Losses, in some cases, have the potential to extend beyond the Customer's Account value. Service Provider requires all the undersigned Customer(s) to analyze their financial objectives, financial status, investment constraints and tax situation to determine whether trading in/with any Instrument on a spot, forward, future or any other derivative settlement basis is suitable. In addition, Service Provider requires the Customer to carefully review and acknowledge the Service Provider Risk Disclosure Statement that outlines without limitation the risks associated with trading Instruments through Service Provider.

32. OTC Trading

By signing this Agreement the Customer understands and agrees that:

32.1 OTC Leveraged Trading Involves a High Amount of Risk and is Highly Speculative. By agreeing the Risk Disclosure Statement, the Customer(s) agrees that it is in full understanding and willing to assume the legal, economic, and other risks associated with the trading in Leveraged OTC Instruments, and is willing and able to assume the loss of its entire Risk Capital, defined as those funds, that if lost, would not change your lifestyle or your family's lifestyle. As such, it further agrees that Leveraged OTC trading is not suitable for Retirement Funds. Service Provider encourages the Customer to closely manage outstanding open positions and to use prudent money management precautions such as, but not limited to, Stop Loss Orders.

32.2 Excessive leverage Available with Leveraged OTC transactions can Lead to Quick Losses. By agreeing the Risk Disclosure Statement, the Customer acknowledges and agrees that using a high degree of leverage, defined as the use of a small amount of capital to control a larger amount of an Open Position, can result in large losses due to a price change(s) of open Contract(s). Service Provider encourages the Customer to use only that portion of leverage that the Customer is most comfortable with and to use money management precautions such as, but not limited to, Stop Loss Orders for the purpose of limiting risk. Service Provider reserves, at its sole discretion, the right to reduce or increase the amount of leverage given on any Instrument at any time and without notice.

32.3 OTC Leveraged Trading Experience Periods of Liquidity Risk. By agreeing the Service Provider Risk Disclosure Statement, the Customer acknowledges that Liquidity Risk, resulting from decreased liquidity of an Instrument, is usually due to unanticipated changes in economic and/or political conditions. Customer also acknowledges that Liquidity Risk can affect the general market in that all participants experience the same lack of buyers and/or sellers. When liquidity decreases, the Customer can expect, at the minimum, to have wider bid to ask spreads as the supply of available bid/ask prices, outstrips the demand. Decreases in liquidity can also result in "Fast Market" conditions where the price of an Instrument moves sharply higher or lower or in a volatile up/down pattern without trading in an ordinary step-like fashion. In some instances, there may exist the possibility that a trading bid and/or



ask price for an Instrument or Instruments are not available (a situation where there is no liquidity). Although there may be instances when the aggregate OTC market enters a "Fast Market" situation or periods where liquidity is in short or no supply, it is important to note that, the Platform's prices, bid/ask spreads and liquidity will reflect the prevailing interbank market liquidity. Customers who do not have adequate margin will have their Accounts liquidated: Because of the leverage available with OTC Leveraged Trading and the potential for extreme volatility, Service Provider reserves the sole discretionary right to liquidate Customer's Account(s) and/or Contract(s) should the margin in the Account not be sufficient to cover the potential risk of loss. Service Provider graphically shows the Customer's Liquidation Level on the Customer's Margin Monitor.

32.4 There is a Communication Risk that the Customer Assumes. Customer is solely responsible for making all appropriate arrangements with any telecommunications Service Providers or, where access to the Platform is provided through a third party server, any such third party, which is necessary in order to obtain access to the Platform. Service Provider will not accept orders over the telephone. In the event of an emergency loss of internet access, Service Provider may, at its sole discretion, be able to take a close order over the telephone. There exists the risk that the Customer will not be able to contact or make contact with the Service Provider representative due to but not limited to, communication malfunction or any other malfunction. The Customer acknowledges and agrees that it will defend, indemnify and hold harmless Service Provider, its Technology Providers for any loss or missed trading opportunity resulting from any communication problems the Customer may encounter. Any given price by a Service Provider representative over the telephone prior to execution is considered indicative. Service Provider reserves the right to change the indicative price given over the phone if the actual dealing price is different due to market conditions, misquote or volatility. Service Provider is not responsible for Customer telephone orders if the Customer cannot be heard or understood by the Service Provider representative due to, without limitation, accent, speech defect, faulty connection, or excessive background noise at the Customer's location or at Service Provider's location. To better insure execution, Service Provider requires that Customer communicate in English when giving orders. Service Provider cannot guarantee that telephone orders given in a foreign language will be executed.

32.5 Service Provider Does Not Take Responsibility for Third Party Account Managers. Should a Customer grant a Third Party Account Manager trading discretionary trading authority or control over the Customer's Account, the Customer acknowledges that Service Provider does not take any responsibility for any action done by that Third Party on the Customer's behalf. The Customer grants Third Party trading authority for the Customer's Account at its sole, and full risk. Service Provider reserves the right to correct any deals executed on misquoting errors: In the case when a quoting error occurs that results in a Customer deal done at an off-market price, Service Provider reserves the sole discretionary right to make the necessary corrections and adjustments to the Customer's Account whether it be in the favor of the Customer or not in the Customer's favor. Any change will be reported to the Customer either verbally or via an electronic method such as but not limited to e-mail.

32.6 All Market Recommendations made by Service Provider or any Representative of Service Provider are for Informational Purposes Only. Any decision by the Customer to buy or sell an Instrument is an independent decision by the Customer. Market information provided by Service Provider or a representative of Service Provider does not constitute an offer to sell or buy any Instrument from Service Provider or from any other source that may provide dealing prices to the Customer nor shall it constitute a trading recommendation. Service Provider and its employees are not investment advisor(s) and have no fiduciary duty to Customer and therefore is not liable for any losses incurred by the Customer as a result of information provided by Service Provider or representative of Service Provider. Customer is at Risk if Service Provider should go out of Business. There is no guarantee that Service Provider as a business will be profitable. Consequently, there exists a credit risk that Service Provider may be subject to losses, which could, in turn, jeopardize the capital that the Customer has in the Account. Customer acknowledges and agrees that in the event of insolvency, the Customer can only



look to Service Provider for performance and return of all Collateral and margin that the Customer may have with Service Provider.

32.7 Service Provider may decide to exit the OTC Leveraged Business. The Customer agrees and acknowledges that Service Provider may liquidate all Customer positions, and return Leveraged funds to the Customer at the sole discretion of Service Provider, at any time and for any reason. Customer shall not hold Service Provider liable for any loss as a result of liquidation of the Customer's position either on an actual basis or as a result of missed profit opportunities.

32.8 Customer is Responsible for any Reporting Errors. Any reporting and confirmation errors of omission, and/or errors in details of transactions including but not limited to the price contracts were executed, the Instrument traded, the market direction (i.e. "buy" or "sell") of order, the type of order and/or any errors in fees, charges or credits to the Customer's Account including but not limited to charges for executing a transaction, wiring funds, rolling over position, and sweeping foreign currency balances into the home currency, require that the Customer notify Service Provider immediately upon discovery for review. In addition, the Customer is responsible to submit any errors in writing to Service Provider and send the complete details to e-mail customer care. Notice to Service Provider will be effective when actually received.

32.9 Complaints. If you have any complaint about our performance under this Agreement, you should direct that complaint to our sales and client services department, who will investigate the nature of the complaint to try to resolve it.

32.10 Service Provider has Limited Liability. The Customer agrees and acknowledges that Service Provider and its Technology Providers shall not be liable to the Customer for any claims, losses, damages, costs or expenses, including attorneys' fees caused directly or indirectly by any events, actions or omissions, without limitation, claims, losses, damages, costs and expenses, including attorney's fees, resulting from civil unrest, war, insurrection, international intervention, governmental action) including, without limits, exchange controls, forfeitures, devaluations and nationalizations), natural disasters, acts of God, market conditions, communication problems or any delay, disruption, failure of any transmission or communication system or computer hardware or software application whether supplied and belonging to Service Provider or from a third party vendor that the Customer and Service Provider relies on to conduct execution and reporting services.

32.11 Disclaimers and Limitations. EXCEPT AS EXPRESSLY STATED HEREIN, SERVICE PROVIDER AND ITS TECHNOLOGY PROVIDERS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN THIS AGREEMENT, ALL SERVICES AND ANY OTHER ITEM UNDER THIS AGREEMENT ARE SUPPLIED "AS IS." Service Provider and its Technology Providers make no representations or warranties of any kind whatsoever regarding:

(i) the availability, currency, accuracy or completeness of the Platform,

(ii) the results to be obtained by Customers or anyone else from the use of the Platform or under this Agreement, or

(iii) any third party content accessible by or through the Platform. In no event will the Service Provider or its Technology Providers be liable for any indirect, special, incidental, consequential damages of any type or kind (including, without limitation, loss of data, revenue, profits, use or other economic advantage). In no event will Service Provider or its Technology Providers cumulative liability exceed the sum of fees paid by Customer to Service Provider for services during the twelve (12) month period preceding the event or circumstance giving rise to such claim.



32.12 Regulatory matters. Service Provider makes no representations as to requirement of the Service Provider or the Customer to register with any regulatory body or agency. Service Provider assumes no responsibility for an action taken by any regulatory body or agency against a Customer arising from services provided by this Agreement. Customer acknowledges that it has had an opportunity to have this Agreement reviewed by legal counsel of its choosing. Customer acknowledges, represents and warrants that Service Provider, its Technology Providers are not a counterparty under this Agreement and do not assume any responsibilities associated with a counterparty in the OTC market or otherwise. This acknowledgement, representation and warranty shall not be deemed waived by any action or inaction taken by Service Provider, its Technology Providers, or the Customer at any time during the term of this Agreement.

33. Service Provider Trading Rules and Regulations

33.1 The following Trading Rules and Regulations will outline procedures and policies regarding trading and setting up an Account with Service Provider. The Customer is required to read, understand and adhere to these rules and regulations. Service Provider reserves the right to change any rules or regulations at its sole discretion and at any time. Trading Hours:

The Service Provider normal trading week begins at 20:00 GMT on Sunday and ends at 19:00 GMT on Friday. (Times are subject to change.)

Service Provider reserves the right at its sole discretion to conduct special technical maintenance times when trading electronically may not be available.

33.2 Deposits can be made by via wire transfer. Funds are not available for trading until they clear at the counterparty bank and posted to the Customer's Account.

33.3 Mark ups on spreads are paid only at the closing and completion of a trade via the BTBS. Therefore, if a trade is closed by a liquidity provider due to lack of sufficient margin (or Margin Call), because such a closing does not go through the BTBS markups cannot be collected for such trades.

All bank fees such as wire transfer fees into and out of the Account will be debited to the Customer's trading Account as they occur. In instances where the Customer is closing an Account with instructions to wire the remaining balances, the wire transfer fee will be deducted from the final Account balance forwarded to the Customer. All deposits are accepted in U.S. Dollars only. Customers from foreign countries have the option to convert the foreign currency into US Dollars before wiring to the Service Provider clearing bank, or wire foreign currencies to our clearing bank at which point our clearing bank will convert the balances into US Dollars at their current conversion rate for that currency. Before any payment from an Account is made, the Customer is required to send Service Provider a Funds Withdrawal Form.

Under NO CIRCUMSTANCES will Service Provider accept a payment or deposit into an Account by a person or entity other than the person or entity whose name Appears on the Account.

Under NO CIRCUMSTANCES will Service Provider make payment to a person or entity other than person or entity whose name appears on the Account.

Under NO CIRCUMSTANCES will Service Provider transfer funds from one Account with Service Provider to another Account with Service Provider with different Account Authorization information.



34. Privacy Policy

34.1 Vestoo Ltd. ("Vestoo") respects each individual's right to privacy. We value our relationship with you, and we take pride in maintaining loyalty and respect with each individual client by providing you with security. The provisions of this notice apply to former clients as well as our current clients.

34.2 Personal Information

When you apply for or maintain a live account with Vestoo, we collect personal information about you for business purposes, such as evaluating your financial needs, processing your requests and transactions, informing you about products and services that may be of interest to you, and providing customer service. Such information may include:

- **Application Information:** Information you provide to us on applications and other forms, such as your name, address, birth date, Government ID number, occupation, assets, and income; transaction information; Information about your transactions with us and with our affiliates as well as information about our communications with you. Examples include your account balances, trading activity, your inquiries, and our responses;
- **Verification Information:** Information necessary to verify your identity, such as a passport or driver's license. Examples also include background information about you we receive from public records or from other entities not affiliated with Vestoo. Law requires us to collect certain information and take actions necessary to verify your identity.

34.3 Cookies

Cookies are small files containing information that a Web site uses to track its visitors. Vestoo may set and access Vestoo cookies on your computer, enabling us to learn which advertisements and promotions bring users to our Web site. Vestoo or any of its divisions may use cookies in connection with Vestoo's products and services to track your activities on our Web sites. Such information that we collect and share would be anonymous and not personally identifiable.

34.4 Sharing Information with Our Affiliates

We may share personal information described above with our affiliates for business purposes, such as, but not limited to, servicing customer accounts and informing customers about new products and services, or to aid in the trading activity of the company, its affiliates, or employees, and as permitted by applicable law. Our affiliates may include companies controlled or owned by us as well as companies that have an ownership interest in our company. The information we share with affiliates may include any of the information described above, such as your name, address, trading and account information. Our affiliates maintain the privacy of your information to the same extent Vestoo does in accordance with this Policy.



34.5 Sharing Information with Third Parties

Vestoo does not disclose your personal information to third parties, except as described in this Policy. Third party disclosures may include sharing such information with non-affiliated companies that perform support services for your account or facilitate your transactions with Vestoo, including those that provide professional, legal, or accounting advice to Vestoo. Non-affiliated companies that assist Vestoo in providing services to you are required to maintain the confidentiality of such information to the extent they receive it and to use your personal information only in the course of providing such services and only for the purposes that Vestoo dictates.

We may also disclose your personal information to third parties to fulfill your instructions or pursuant to your expressed consent. We want you to know that Vestoo will not sell your personal information.

34.6 Regulatory Disclosure

Under limited circumstances, Vestoo may disclose your personal information to third parties as permitted by, or to comply with, applicable laws and regulations. For example, we may disclose personal information to cooperate with regulatory authorities and law enforcement agencies to comply with subpoenas or other official requests, and as necessary to protect our rights or property. Except as described in this privacy policy, we will not use your personal information for any other purpose, unless we describe how such information will be used at the time you disclose it to us or we obtain your permission.

34.7 Opt Out

You are not required to supply any of the personal information that we may request; however, failure to do so may result in our being unable to open or maintain your account or to provide services to you. While we make every effort to ensure that all information we hold about you is accurate, complete, and up to date, you can help us considerably in this regard by promptly notifying us if there are any changes to your personal information.

If you do not wish to have your personal information disclosed to our affiliates or other third parties as described in this Policy please contact us via e-mail at: info@vestoo.com.

Please be advised, that if we receive such instruction we may not be able to service your account and must close any open and funded accounts you have.

35. Disputes

Any disputes arising from and related to this Agreement shall be settled by both parties through friendly negotiations. If a dispute cannot be resolved through friendly negotiations within 90 days, either party may submit such dispute to the exclusive jurisdiction of the courts of the Service Provider's governing jurisdiction.

The validity, interpretation, and performance of this Agreement shall be governed by and construed under the laws of the Service Provider's governing jurisdiction.



I have read and understand, and agree to be bound by and that the Client shall be bound by, the terms and conditions set forth in this Client Agreement.

Client Information

Full Name: _____

Resident Address: _____

Date of Birth: ____ - ____ - _____

Sign: _____

Date: _____