1. Introduction

- 1.1. S&P Global. (Hereinafter referred to as the "Company"), provides to any individual or legal entity (except for stateless persons; individuals under the age of 18; and citizens of countries where the Company does not provide the specified service) (hereinafter referred to as the "Client") are able to perform operations provided for by the capabilities of their Personal Account.
- 1.2. The following regulatory documents are an integral part of this Agreement: 1. Privacy Policy 2. Agreement on the provision of personal data
- 1.3. This Agreement and the regulatory documents listed above will be used as follows: collectively referred to as "Regulatory Documents".
- 1.4. Regulatory documents should be carefully read by the Client, as they are define all conditions under which the Client performs trading and non-trading operations. By accepting the terms and conditions of this Agreement, the Client also agrees to the terms and conditions of all Regulatory documents listed above.
- 1.5. Unconditional acceptance of the terms and conditions of this Agreement is considered to be the payment of an advance payment made by the Client under this Agreement and received by the Company.
- 1.6. From the moment the Company receives the advance payment from the Client, each transaction made by the Client in the Personal Account or in the trading platform, becomes the subject of the relevant regulatory documents.
- 1.7. In relation to any transaction in the Personal Account or in the trading platform, the Client and the Company acts as principals, and the Company does not act as an agent on behalf of the Client. Means that the Client is fully and directly responsible for the performance of any of its obligations related to transactions performed in your Personal Account or on the trading platform. If the client acts on behalf of someone else, regardless of whether this person is identified or not, the Company does not accept them as a Client and does not bear any responsibility to them, except in cases where this is separately agreed and agreed upon.

2. Service

- 2.1. If the Client fulfills all obligations under this Agreement and other terms of use according to the Regulatory documents, the Company will provide the Client with the opportunity to make payment operations provided for by the capabilities of your Personal Account and Regulatory Documents. In relation to the Client's operations, the Company carries out only execution, without providing trust management. The Company can execute the order or request of the Client, even if despite the fact that such an operation may be unprofitable for this Client. The company does not obligated, except for the cases specified in this Agreement and the corresponding Terms and Conditions. Regulatory documents, track and notify the Client about the status of their trading activity operations; send requests for additional margin deposits; force closing of the account of any open position of the Client. Unless a different performance is specifically agreed, The Company is not obliged to attempt to execute the Client's order based on quotes more profitable than those offered to the Client through the trading platform.
- 2.2. The Company, at its sole discretion, may provide information, recommendations and advice to the Client, but in this case it will not be responsible in any way for the consequences and profitability of such recommendations and tips for the Client. The Client acknowledges that The Company is not responsible for any expenses, costs and losses of the Client, received due to inaccuracy of information provided to

the Client, including, but not limited to information about the Client's trading operations. Reserving the Company's right to: cancel or close any position of the Client under certain conditions.

- 2.3. No physical currency delivery takes place during trading operations. Gains or losses trading operations are credited / debited from the Client's trading account balance immediately after closing the position.
- 2.4. The Company may from time to time act on behalf of the Client with those with whom the Company or any other affiliated party has an agreement to receive goods or services.

The Company guarantees that such agreements are concluded as far as possible in the best interests of the Client, for example, such agreements allow access to information or any other services that would otherwise be unavailable.

- 3. Client's requests and orders
- 3.1. The Company processes the Client's requests and orders in accordance with the relevant Regulatory Documents.
- 3.2. The Company has the right to reject the Client's request or order if any condition of the relevant Regulatory Document has not been fulfilled at the time of the end of processing such request or order by the Company. However, the Company, at its sole discretion, despite non-compliance with the provisions of the relevant Regulatory Document, may accept and execute such a request or order of the Client. If the Company has fulfilled the Client's request or order, and then finds that some provision of the relevant Regulatory Document has been violated, the Company has the right to act in accordance with the relevant Regulatory Document.
- 4. Obligations of the parties
- 4.1. When conducting transactions between the Client and the Company, conversion is made at the current exchange rates established in accordance with the Regulatory Documents.
- 4.2. The Client is obliged to pay all amounts due for payment, including commission and other costs set by the Company.
- 4.3. The Client may not assign its rights, assign its obligations or perform any other act of transfer of rights or obligations in accordance with the relevant Regulatory Document, without the prior written consent of the Company. If this condition is violated, then any such assignment, assignment or transfer will be considered invalid.
- 5. Payments
- 5.1. The Client can transfer funds to a personal account at any time.
- 5.2. Operations involving crediting funds to the Client's account and debiting funds from the Client's account are regulated by the Rules for Performing Non-Trading Operations (hereinafter referred to as the "PNTO Rules").
- 5.3. If the Client has to pay the Company an amount exceeding the funds of his / her account, such amount must be paid by him / her within 2 (two) business days from the moment of the Client's occurrence of this obligation. Otherwise, penalties may apply.
- 5.4. The Client agrees and acknowledges that (without prejudice to the Company's other rights to close open positions of the Client and use other means of protection against non-fulfillment of obligations by the Client in accordance with the relevant Regulatory Document), if the Client has a monetary obligation to the Company in accordance with this Agreement or the relevant Regulatory Document, and sufficient funds The Company has the right to assume that the Client has not completed the payment, and The

Company has the right to exercise its rights in accordance with this Agreement and / or the relevant Regulatory Documents.

5.5. The Client is solely responsible for the correctness of the payments made by him.

If the Company's bank details are changed from the moment the new details are published in the Personal Account, the Client is solely responsible for payments made using outdated bank details.

- 5.6. For the Client to withdraw funds from the Client's account in excess of the amount stipulated by the Company to activate the withdrawal of funds, the Client's account must have the Active status (the account from which at least sixty trading operations were performed).
- 5.7 In order to close an account at least 180 calendar days must pass, or it may be done through special request.
- 6. Client's funds and interest rate
- 6.1. Client's funds are stored on the exchange terminal accounts, including segregated accounts opened by the Company on behalf of the Client, for the Client, for storing Client's funds, for performing financial operations, separately from the Company's funds.
- 6.2. The Client acknowledges and agrees that the Company will not pay interest rate to the Client on the funds placed on the Client's accounts. The Company has the right to pay interest rate on the Client's funds in cases and amounts determined by the Company.
- 7. Complaints and disputes
- 7.1. All complaints and disputes are considered in accordance with the relevant Regulatory Document.
- 7.2. The Company is a member of an independent dispute resolution organization the Federal Service for Regulating Relations between Financial Market Participants (the "Commission"). If the Client's claim cannot be resolved through internal proceedings in the Company, the Client has the right to submit an application for consideration of the claim to the Commission.
- 8. Communications
- 8.1. The rules of communication between the Client and the Company are defined in the relevant Regulatory Documents.
- 8.2. The Client is obliged to give trading orders only through the client terminal.

For a certain type of account, you may have a backup option for submitting instructions and orders over the phone.

- 8.3. The Client is obliged to submit requests for crediting and debiting funds only through the Personal Account in accordance with the PNTO Rules.
- 8.4. By accepting the terms of this Agreement, the Client also agrees that it will receive emails and newsletters from the Company to your personal e-mail, and also gives your consent to receive newsletters in the form of short text messages (SMS) to the phone number specified in your Personal Account.
- 8.5 The Client is obliged to pay a commission for the company's work, which is up to 5% of the client's net profit, as well as all related expenses, which include tax deductions, conversions to cryptocurrency, and so on. (Debiting funds from the client's balance is technically impossible).
- 8.6 Withdrawal of funds from the client's account takes place only after all debt obligations are closed (payment of broker's commission, payment of tax, conversion, credit/borrowed funds)

- 9. Materiality of the terms of performance of obligations
- 9.1. The terms of fulfillment of obligations of the Company and the Client are essential conditions of the Regulatory Documents.
- 10. The bank loan that the client has taken as a substitute for himself / herself, through the Company, is subsequently repaid with his / her own funds. (Cannot be debited from the client's trading account).
- 10.1. If the Bank provides the Client with credit funds(loan)- supplier Swiss Group's liquidity profile, at the company's request S&P Global, the borrower undertakes to return funds received on time and under the terms of the loan (see clause 10.2). If not the Bank fails to comply with the terms of the agreement, as well as violates the terms of payment of a previously received loan, the bank may: a) In case of violation of the terms of the loan repayment agreement, the bank has the right to charge a daily penalty in the amount of 1% of the debt amount, starting from the first day of its formation. b) Upon the expiration of 25 business days from the date of debt formation, the bank has the right to withdraw the borrower's account as security for fulfilling the terms of the agreement.
- 10.2 Terms of the loan 7 calendar days the amount is issued without adding interest on debt. In case of delayed payment, the terms of clause 10 apply.

11. Cases of default

- 11.1. Each of the following events is a case of default: a) failure of the Client to pay for any obligation under the relevant Regulatory Document; b) failure of the Client to fulfill any obligation towards the Company; c) initiation of legal proceedings by a third party in relation to the Client's bankruptcy or liquidation of the company (if Client a legal entity); or the appointment of a bailiff or manager in relation to the Client or the Client's assets (If the Client is a legal entity); or (if the Client is a legal entity or an individual) if the Client enters into a debt settlement agreement with its creditors; or any other procedure initiated in relation to the Client that is similar or similar to the above; d) the Client provides guarantees or statements in accordance with paragraph 11 of this Agreement that do not correspond to e) the Client's inability to pay its debt when due; f) the Client's death or recognition of the Client as legally incompetent; g) any other circumstances where the Company reasonably believes that it is necessary or desirable to take measures in accordance with clause 10.2 of this Agreement.
- 11.2. In the event of default, the Company may, at its sole discretion, at any time, without prior written notice to the Client, take the following actions:: a) close all or any open position of the Client at the current quote; b) write off from the Client's accounts the amounts that the Client owes to the Company; c) close any Client's account opened with the Company; d) refuse to open new accounts for the Client.

12. Representations and Warranties

12.1. The Client declares and warrants to the Company that: a) all information provided pursuant to this Agreement, the relevant Regulatory Documents and the Client's Registration Form is truthful, accurate and complete in all aspects; b) the Client has the necessary authority to enter into this Agreement, make requests and orders, as well as fulfill its obligations in accordance with the Regulatory Documents; c) The Client acts as a principal; d) if the Client is an individual, then it is the Client who is responsible for the following: he / she has completed the Client Registration Form, and if the Client is a legal entity, then the person who filled out the Client Registration Form on behalf of the Client had full authority to do so; e) all actions performed in accordance with the relevant Regulatory Documents do not violate any law, regulation, law, statutory norms and rules applicable to the Client or under Client's residential jurisdiction, or any other agreement which the Client is bound to, or which affects any of the Client's assets; f) all trading systems used by the Client are not intended to exploit a possible vulnerability in the Company's software.

12.2. The Company has the right to declare any of the Client's position as invalid or close one or more positions at the current price at any time, at its sole discretion if the Client violates clause 11.1 of this Agreement.

13. Limitation of Liability

- 13.1 The Client undertakes to guarantee the Company protection from any liabilities, expenses, claims, damages that may arise both directly and indirectly due to the Client's inability to fulfill its obligations in accordance with the relevant Regulatory Document.
- 13.2 The Company is not liable to the Client for any losses, losses, lost profits, lost opportunities (due to possible market movements), expenses or damage in accordance with the terms of this Agreement, unless otherwise specified in the relevant Regulatory Document.
- 13.3 The Client is not entitled to transfer passwords from the trading platform and Personal Account to third parties, and also undertakes to ensure their safety and confidentiality. All actions taken in relation to the execution of the Regulatory Documents and/or using a login and password are considered to be carried out by this Client. The Company is not responsible for unauthorized use of registration data by third parties.
- 13.4 The Client acknowledges and accepts that margin trading may cause significant risks to the Client. Risks, including unlimited losses, without refund of invested capital or guarantee revenue.
- 13.5 The funds that the client has invested in a personal trading account are located and owned by an exchange terminal Euronext N. V. The Company can close or freeze the account at any time, without notifying the reason.

14. Force majeure

- 14.1. The Company, having sufficient grounds for this, has the right to ascertain the occurrence of force majeure circumstances (force majeure circumstances). The Company will duly take appropriate steps to inform the Client about the occurrence of force majeure circumstances. Force majeure circumstances include (but are not limited to): a) any act, event or phenomenon (including, but not limited to: any strike, riot or civil commotion, acts of terrorism, wars, natural disasters, accidents, fires, floods, storms, interruptions in power supply, communication, software or electronic equipment, civil unrest) which, in the reasonable opinion of the Company, has led to market disruption or one or more tools; b) suspension of work, liquidation or closure of any market; or imposing restrictions or special or non-standard trading conditions on any market; or in relation to any such event
- 14.2 If the Company has established the occurrence of a force majeure event, the Company has the right to (without prejudice to other rights of the Company in accordance with the relevant Regulatory Document) to undertake without prior written notice any of the following steps: a) any action, an event or phenomenon (including, but not limited to: any strike, mass actions, riots or civil unrest, terrorist acts, wars, natural disasters, accidents, fires, floods, storms, power outages, communication equipment, software or electronic equipment, which, according to the law of the FCA, based on the Company's reasonable opinion, it led to the market destabilization of either one or several companies.(b) the suspension, liquidation or closure of any market; or introduction of restrictions or special or non-standard trading conditions in any market; or in relation to any such event.
- 14.2 If the Company has established the occurrence of a force majeure event, the Company has the right to: (without prejudice to other rights of the Company in accordance with the relevant Regulatory Document) without prior written notice and at any time to undertake: any of the following steps: a) increase margin requirements; b) close any or all of the open positions of the Client at a price that the Company considers reasonable and fair

- c) suspend or change the application of one or all of the provisions of the relevant Regulatory Document until the existence of a force majeure event makes it impossible for the Company to comply with these provisions; d) take or, conversely, not take any action against the Company, the Client and other clients, if the Company reasonably considers it appropriate in these circumstances.
- 14.3 The Company is not responsible for non-performance (improper performance) of obligations, if performance was hindered by force majeure circumstances.

15. Miscellaneous

- 15.1 The Company has the right to suspend the service of the Client at any time, having sufficient grounds for this (prior notification of the Client about this is optional).
- 15.2 In case of situations that are not described in the relevant Regulatory Documents the Company, therefore, the Company will act in accordance with the accepted market practice, based on the principles of honesty and fairness.
- 15.3 Full or partial application by the Company of any right, as well as its non-application (in accordance with this Agreement or the law) may not serve as a reason for refusal of further application by the Company of such or other rights under relevant Regulatory documents or the law.
- 15.4 The Company has the right to make a decision on full or partial exemption of the Client subject to the following conditions: liability to the Company for violations of the provisions of the relevant agreement by the Client. A regulatory document during its validity period, or adoption of a different compromise agreement decision. At the same time, all violations are accepted for consideration, regardless of their statute of limitations, in accordance with which the Company has the right to make claims to the Client at any time. The above mentioned circumstances do not prevent the Company from exercising its other rights, provided for in the relevant Regulatory document.
- 15.5 The rights of the Company, in accordance with the relevant Regulatory documents, are additional to the rights established by the current legislation.
- 15. The Company has the right to transfer rights and obligations in whole or in part to a third party, subject to due notice to the Client and the consent of the assignee to the terms of this Agreement and the applicable Regulatory Document.
- 15.7 If any provision of the relevant Regulations (or any part of any provision) is held by a court of competent jurisdiction to be unenforceable, then such provision will be treated as a separate part of the Agreement or the relevant Regulations, and this will not affect the validity of the remainder of this Agreement or other relevant Regulatory document.
- 15.8 Company S&P Global is an intermediary between the client (individual) and the exchange the terminal –Euronext N.V.

16. Amendments and Termination

- 16.1. The Client acknowledges that the Company has the right to amend and change: a) the provisions of this Agreement or any Regulatory Document at any time by notifying the Client of the changes; b) to the values of spreads, swaps and dividends specified in the contract specifications without prior notice to the Client; c) to other trading conditions with a written notice to the Client at least 1 (one) calendar day in advance. The amendments shall enter into force on the date specified in the notice.
- 16.2. The Client agrees that when the Company introduces new products and services no prior notification of the Client is required.
- 16.3. The Client may suspend or terminate this Agreement subject to written notice to the Company.

- 16.4. The Company may suspend or terminate this Agreement immediately by notifying the Client of such intention.
- 16.5. The Company reserves the right to refuse to provide the Client with the Personal Account service without giving reasons.
- 16.6. Termination of the Agreement does not cancel the obligations on the part of the Company and on the part of the Client that have already arisen under this Agreement or the corresponding Regulatory Document, including operations on transactions or operations of withdrawn / received funds of the Client's account
- 16.7. Upon termination of this Agreement, the Client's debt to the Company must be repaid immediately, including, but not limited to: a) debt on any payments and commissions; b) any costs associated with the termination of this Agreement; c) any other losses and expenses in connection with the closing of a position or in connection with any other obligations of the Company arising at the initiative or through the fault of the Client.

Privacy Policy The safety and inviolability of the personal data of our Clients, both future and current, and visitors to our site is a priority for us. S&P Global. (Hereinafter referred to as the Company) considers it its duty to ensure the security and confidentiality of all personal information received from Clients. The Privacy Policy (hereinafter referred to as the Policy) explains how the Company collects, uses and protects the personal information of its Clients. This Policy does not require you to provide any other information, except for the information already provided to the Company at the moment, if you are our Client, as well as in case of changes by the Trustees of the conditions for the provision of services to the Company.

Information that we receive from you to open a Demo or Live Account, the Company needs to obtain personal data about the Client. This data will also provide a better understanding of your needs and help us provide you with information about products and services that are most suitable and convenient for you. This data will also be used to improve the quality of our Clients' advices on all issues that arise. Personal data received from the Client may include: 1. Personal information that you provide in applications, questionnaires and forms for opening an account: Your Full name, address, date of birth, passport data, insurance number of the individual personal account of the insured person in the personalized accounting system and / or taxpayer identification number, and / or number of the insured person's compulsory health insurance policy, personal mobile phone number, occupation and position; 2. Financial information, such as your investment experience; 3. Documents required for your identification: passport, utility bills and/or bank statement or constituent documents of your Company; 4. Documents required for your identification, payment orders, bank statements, credit card copies, etc. provided by you to confirm the transfer of funds.

The Company may use your personal data to: 1. Confirm your identity; 2. Promptly process your trading and non-trading operations; 3. Promptly inform you about the expansion of the list of services and products provided by the Company that, in our opinion, may be of interest to you; 4. Provide you with other services related to your trading account with the Company; 5. Maintain a correct registration database of your Customer accounts; 6. Analyze statistical data to offer you products and services of higher quality;

Cookies are a small piece of data sent by the web server for storage on the user's computer in the form of a file, so that the website can extract this information the next time you contact it. This file is sent to the web server in an http request each time you try to open a page on the corresponding site.

Cookies may be used on some pages of our website to provide you with: faster and more convenient access. If you do not wish to receive Cookies, most web browsers will allow you to reject them, while at

the same time allowing you to visit our site without any restrictions. Cookies are not used to identify visitors to our site.

Third Parties. The Company may share your identification information with its subsidiaries / affiliates, banks, auditors, agents of the Company, including payment agents, or other trusted organizations and persons (hereinafter referred to as Proxies) only for the purpose of processing your trading and non – trading orders. The Company guarantees that the Authorized Persons comply with this Policy and that these persons take the necessary measures to protect confidential information of the Company's Clients. The Company has the right to provide confidential information about the Client's personal data to third parties who are not trusted persons only in case of receiving an official request from administrative and / or judicial authorities. Security and protection The Company takes the security of the Client's personal data extremely seriously. The Company takes all necessary measures to protect your confidential data, including: maintain strict security standards for the exchange of confidential information within the Company and use leading data storage security technologies. To make a payment using a plastic card, fill out the form on the processing center's website. To avoid the possibility of using this data, it is transmitted to the Company in a shortened version via a secure connection.