

# Finwave

## Customer Agreement

This Client Agreement, as well as the documents "Quotations and Order Execution Policy", "Policy The "Privacy Policy", "Risk Disclosure", "Customer Complaint Procedure" and "Website Terms of Use" together constitute the Agreement between the Customer and the Company. Amendments, revisions and additions to this The Agreement may be amended at the discretion of the Company without prior notice to the Client. By agreeing to the terms and conditions of this Agreement, the Client also confirms that he/she is responsible for familiarizing himself/herself with the amendments, revisions and additions on the Company's website.

The Client should familiarize himself with the terms of this Agreement before working with the Company, as this document regulates the legal relations between the Company and the Client and establishes the principles of the Company's work.

### 1. Introduction

- 1.1. This Agreement is made between Finwave Group Brokerage Company, (hereinafter referred to as the "Finwave Group Brokerage Company"), (hereinafter referred to as the "Finwave Group Brokerage Company"), (hereinafter referred to as the "Company") on the one hand, or a company (hereinafter referred to as "Client", a natural or legal person) that has been accepted by the Company as a Client, on the other hand.
- 1.2. The company is registered in Philadelphia, USA , under the Companies Acts, under company number 10823156. The company's registered address is Evelyn House, Week St. Mary, Holsworthy, England, EX22 6UP .  
This Agreement shall be binding upon the parties hereto, as well as their respective successors in title.

### 2. Getting started with the Company

- 1.3. After the Client has submitted to the Company an application for registration of a trading account, as well as provided the necessary documents to the Company, the Company opens the Client's Trading Account.
- 1.4. The Company accepts a person as a Client after the Client has provided all required documents and after the Company has completed internal checks, including, if necessary, checks in accordance with the anti-money laundering and counter-terrorist financing policy.
- 1.5. The Company reserves the right to refuse to open a Trading Account for the Client.
- 1.6. The Company shall request data on the Client's relevant knowledge and experience in similar fields in order to assess the acceptability of the service or product for the Client. In case of unacceptability service or product for the Client, the Company shall have the right to send the Client a corresponding notice. However, the Company is under no obligation to evaluate the suitability of any service or product for the Client.
- 1.7. The Agreement enters into force from the moment of its acceptance by the Client
- 1.8. The Client undertakes to provide true and complete information, as well as to notify the Company of any changes in the Client's personal information provided to the Company.
- 1.9. In case the Client appoints a Co-owner for a trading account, this person is obliged to provide the Company with the required information in accordance with clause 2.6 of this Agreement, as well as in order to complete the procedure of activation of the trading account.

### 3. Co-owners of the Trading Account

- 1.10. All Co-owners of a Trading Account shall be jointly and severally liable for the respective Joint Trading Account.
- 1.11. The Company has the right to provide notices to either the Client or the other Co-owner of the Joint Account, however, orders that have been sent by one Co-owner shall be deemed to be valid orders of the Client and the Company shall not be responsible for informing other Co-owners of the Account and/or obtaining their consent;
- 1.12. The Company reserves the right to request confirmation of an order, order and/or instruction by all Co-owners of a Joint Trading Account;
- 1.13. In the event of death or incapacity of the Co-owner(s) of the Trading Account, the Company is entitled to accept instructions from the surviving Co-owner(s) and to pay the balance to such surviving (surviving) Co-owner(s). All rights and obligations of the Client towards the Company are also transferred to the surviving (surviving) Co-owner(s).

### 4. Tips and comments

- 1.14. The Client is responsible for making decisions on his/her Trading Account.

- 1.15.** The Company is under no obligation to provide the Client with any legal, tax or other advice. Upon request, the Client may seek independent advice before by closing the deal.
- 1.16.** The Company shall have the right to provide the Client (via the Company's website or otherwise) with information, news, market commentary or other information, provided that:
- 1.16.1.** The company is not responsible for this information.
  - 1.16.2.** The Company makes no warranty as to the accuracy, correctness or completeness of such information.
  - 1.16.3.** The purpose of providing this information is to enable the Client to make a decision on his/her Trading Account and is not an advertisement.
  - 1.16.4.** The Company does not guarantee that the Client will receive such information in a timely manner, nor does the Company guarantee that the Client will receive such information at the same time as other clients.
- 1.17.** Market commentary, news or any other information provided by the Company is subject to change and removal at any time without notice.

## **5. License and platform**

- a. The Company grants the Client a limited, non-exclusive license to use the Platform (including use of the website and software provided by the Company). This license is non-transferable. In the event of termination of this Agreement, the license shall terminate automatically. All rights to the Platform are the property of the Company.
- b. The Company has the right to close the Platform for maintenance without prior notice to the Client, if there are justified reasons for this.
- c. The Company makes no warranty of any kind as to
  - i. access to the Platform is provided on a continuous uninterrupted basis, as access to the Platform may be limited due to maintenance, repairs, installing updates, etc.;
  - ii. The platform is free of defects, bugs, viruses and other objects with infectious properties.
- d. The Company shall not be liable for damage, destruction and/or formatting of the Client's data due to malfunctions of the Client's computer system or electronic device, or for failures, delays or connectivity problems.

## **6. Intellectual property**

1. The Platform, brand names, trademarks, program codes, logos, etc. are the intellectual property of the Company or third parties. This Agreement does not transfer to the Client any property rights to the Platform, but only the right to use it in accordance with the terms of this Agreement. The Client may not modify, publish, transfer to a third party, distribute or otherwise reproduce for commercial purposes the information provided to him by the Company, in whole or in part, without the written consent of the Company.

- 6.2.** Customer agrees not to obscure or remove copyright notices, trademark designations or any other notices or designations from the Company's intellectual property, website or Platform.
- 6.3.** The Company has the right to provide its services under various trademarks and on various websites. The Company owns title to all images displayed on its website, Platform(s), downloadable software and material.
- 7.** Use of the Platform

## **7. The client has no right to:**

- 7.1.1.** Use software that applies artificial intelligence to analyze Company and/or Platform systems.
  - 7.1.2.** Use any type of spider, virus, worm, Trojan horse, time bomb, any other codes or commands that are designed to corrupt, delete, damage or disassemble the Platform(s) or communication system, or any other Company system.
  - 7.1.3.** Perform any actions aimed at violating the integrity of the Company's computer system or the Platform.
  - 7.1.4.** Perform any actions aimed at gaining unauthorized access, including the use of the Platform.
- 7.1.** 5. Use the Platform for profit, knowing and/or reasonably believing that the Platform(s) are not working properly.
- 7.2.** In case the Client violates clause 7.1, the Company has the right to take one or more of the actions set forth in clause 11.2 of this Client Agreement.
- 7.3.** The Client undertakes to take the necessary measures to protect the system from viruses and other malicious material that may harm the Platform, the site or the Company as a whole.

## 8.

## Safety

- 8.1.** The Client undertakes not to disclose his/her sensitive access data to third parties and to notify the Company if there are reasons to believe that such data may be disclosed to an unauthorized person so that the Company may take appropriate action.
- 8.2.** The Company shall not be liable for unauthorized access by third parties during data transmission between the Parties by means of the Internet or other networks and means of communication.
- 8.3.** In the event that the Company has reason to believe that there is a likelihood of access to the unauthorized persons to the Client's data, the Company has the right to disconnect the Client's trading account at its own discretion. In this case, these actions of the Company do not give rise to any obligations on the part of the Company to the Client.

## 9. Placement and execution of orders

- 9.1.** The Client may open (close) positions directly on the Company's Platform, as well as by telephone by voice order, in which case the orders will be placed by the Company. In both cases the Client must enter/provide his/her secret data.
- 9.2.** The Company undertakes to use its best efforts to execute the Warrant, however, the transfer or execution of the Warrant may not always be accomplished for reasons beyond the control of the Company.
- 9.3.** The Company has the right, in its sole discretion, to add, remove or suspend any financial instrument from the Platform as necessary.
- 9.4.** Orders are placed during the Company's normal trading hours, on its Platform and/or website, as modified at the relevant time.

## 10. Restriction of trading of the Client

**10.1.** The Company has the right to restrict trading on the Client's trading account without directing to the Client, namely: to cancel orders, to reject the execution of orders without giving rise to claims for compensation or other claims on the part of the Client, in cases where the following circumstances occur:

**10.1.1.** Internet connection or communication line failures.

**10.1.2.** Court order, regulatory or supervisory requirement Philadelphia, USA, and for anti-fraud, terrorist financing and/or money laundering purposes.

- Force majeure, market destabilization.
- Possible illegality of the warrant.
- Default by the Client.
- Termination of Agreement.
- The Company's system rejects the order due to imposed trading restrictions.
- The Client's trading account balance is insufficient to place a specific order.

## 11. Non-performance

11.1. The following cases shall constitute a default:

- Failure of the Client to fulfill any obligations to the Company.
- Existence of any amount payable by the Client in favor of the Company.
- In case of the Client's death, declaration of the Client missing, as well as in case the Client acquires a mental illness (if the Client is a natural person).
- In other circumstances where the measures set out in clause 11.2 are, in the opinion of the Company, necessary to be taken.
- A request by a competent court or authority to take a particular action, a requirement of the laws of Philadelphia, USA or other jurisdiction to which the Customer is subject.
- Use of non-normative trading methods such as, but not limited to:
  - a) Scalping - A trade closed within a time less than or equal to 120 seconds from the opening.
  - b) Pip Hunt - A trade closed in such a way as to make a one pip profit.
- Use of a stolen card by the Client to replenish the trading account.

11.2. In the event of the occurrence of the events set forth in the preceding paragraph 11.1., the Company shall be entitled to take one or more of the following actions:

11.2.1. Terminate this Agreement unilaterally without prior notice to the Client.

11.2.2. Close open positions.

11.2.3. To close access to the Platform for a certain period of time or completely, as well as to suspend or prohibit any actions on the Platform.

11.2.4. Reject the transfer or execution of the Client's order.

11.2.5. Restrict the Client's trading.

11.2.6. To annul the profit obtained by illegal operations specified in clause 11.1 or due to the application of artificial intelligence on the Client's trading account.

11.2.7. File a lawsuit to recover damages incurred by the Company.

## 12. Deposits and withdrawals

- 12.1.** The Client's account is activated after the Client has made a minimum initial deposit, the amount of which is set by the Company. The minimum initial deposit may be different for different types of accounts. 12.1.1 The Company has the right to credit a welcome bonus on the initial deposit to the Client's trading account in accordance with the terms and conditions of the welcome bonus set out on the Company's website at the relevant time.
- 12.2.** The Client may deposit funds to his/her trading account at any time during the term of this Agreement. The method of replenishment and deposit currencies are set by the Company at the relevant time. Detailed information on deposit methods is specified on the Company's website.
- 12.3.** The Company has the right to request from the Client any documents confirming the source of origin of funds. Also the Company has the right not to accept the Client's deposit if there are any doubts about the legitimacy of the origin of the funds.
- 12.4.** In case the funds that were sent by the Client are not credited to his trading account within a reasonable time, the Client is obliged to notify the Company. The Company may request documents from the Client, necessary to search and trace the transaction, and the Customer undertakes to provide such documents.
- 12.5.** Upon receipt of a relevant withdrawal request from the Client, the Company shall withdraw funds from the Client's trading account to the same medium (in the Client's name) from which the payment was made in an amount not exceeding the deposited amount. In case the withdrawal amount exceeds the deposited amount, the Company directs the balance to the currency account belonging to the Client.
- 12.6.** The Company reserves the right to refuse to honor a recall request, in whole or in part, in the event that:
- 12.6.1.** The Customer's application does not contain all the necessary information;
  - 12.6.2.** A transfer is requested to an account from which no deposit has been previously made and/or to an account that does not belong to the Customer;
  - 12.6.3.** This trading account does not belong to the Client;
  - 12.6.4.** At the time of payment, the Customer's balance is less than the amount specified in the withdrawal request, including all fees;
  - 12.6.5.** There is a circumstance of force majeure;
  - 12.6.6.** The Company reasonably believes that cash may be required to meet margin requirements;
  - 12.6.7.** The free margin is insufficient to fulfill the corresponding withdrawal request.
- 12.7.** The Company does not accept anonymous payments or payments made by third parties to the Client's account.
- 12.8.** The Company reserves the right to reasonably reject a request for withdrawal of the Client's funds if the Client requests a specific method of transfer, and also has the right to offer an alternative method of transfer.
- 12.9.** All fees for the transfer of funds shall be borne by the Customer.
- 12.10.** The company is not liable for errors made in the execution of the recall if they were made through no fault of the company.
- 12.11.** In case the Client requests withdrawal of funds from his trading account within 30 business days from the moment of crediting his account with the welcome bonus in the amount of more than 49% of the total amount of the deposit made by the Client to his trading account with the Company at the relevant time, such welcome bonus will be debited from the Client's trading account.

## 13. Sleeping account

- 13.1.** If no transactions have been made on the Client's trading account for a month or more, this account is recognized as dormant and the Company reserves the right to charge a monthly fee of 25 US dollars or 25 euros for servicing such account (depending on the currency of the trading account).
- 13.2** Right of pledge
- 13.2.** The Company has a lien on the Client's funds, which are on the Trading Account with the Company until the Client fulfills his/her obligations.

## 14. Reciprocal settlement of claims

- a. If the total amount payable by the Client to the Company is equal to the total amount payable by the Company to the Client, there shall be automatic netting and compensation of obligations.

- b. If the total amount payable by one party exceeds the total amount payable by the other party, the party with the greater aggregate amount payable shall pay the difference to the other party and all payment obligations will be deemed automatically satisfied.

## 15. Basic tools

- c. In case of insolvency of any Underlying Instrument and/or its issuer, the Company has the right to change the Client's Open Positions and/or Orders in order to reflect these actions and provide a position as close as possible to the position of the immediate holder of the Underlying Instrument.
- d. Pursuant to clause 16.1, the Company is entitled to, among other things:
- i. Change the leverage on Open Positions and new Transactions;
  - ii. Make reasonable adjustments to the price of opening Open Positions to reflect the impact of the relevant event;
  - iii. Open and/or close a Position(s) in the Client's Account;
  - iv. Cancel any Warrants;
  - v. Suspend or modify any part of this Agreement;
  - vi. Credit the required amount to the Client's Trading Account;
  - vii. Take such other actions as the Company believes may reflect the consequences of the relevant event.
- e. The Company undertakes to use reasonable endeavors to take such action as soon as reasonably practicable after the occurrence of the relevant event.
- f. Depending on the relevant event, the Company shall be entitled to take the action set out in this Article 16 without prior notice to the Client, but with subsequent notice to the Client of such action as soon as reasonably practicable.

## 16. Islamic accounts

- a. The Client may open an Islamic Trading Account with the Company, which is a swap-free Trading Account, but which will nevertheless also be subject to the general requirements and rules of the Company and all provisions of this Agreement, even if such provisions contain references to swaps.
- b. In case the Client wishes to change a regular Trading Account to a non-wap account, he/she must close the current open positions on his/her Trading Account and submit a corresponding request to the Company.
- c. The Fees applicable to the Matchless Trading Account are specified in the terms and conditions of the Agreement posted on the Platform and/or website.
- d. Open positions on a swap-free Trading Account cannot remain open for a long period of time. In this case, open positions will be closed and swaps will be charged for past period of time.
- e. Hedging on a swap-free Trading Account is prohibited. In case of violation of this clause 17.5., hedged positions will be closed immediately and swaps will be charged for the past period of time.
- f. All open positions on a swap-free Trading Account are closed on Friday one hour before market close, after which they can be reopened by the Client.

## 17. Margin requirements

- g. The Client shall maintain initial margin and/or hedged margin within limits to be determined by the Company in its sole discretion for the relevant period of time in accordance with the contract terms for each type of CFD.
- h. The client should ensure that they fully understand how margin requirements are calculated.
- i. In case of force majeure the Company has the right to change margin requirements without prior notice to the Client. In this situation the Company has the right to apply new margin requirements requirements for new and open positions.
- j. The Company has the right to close the Client's open positions or limit their size and refuse to accept the Client's order to establish new positions in any of the following cases:
- i. The Company believes that abnormal trading conditions are present.
- The amount of the Customer's collateral falls below the minimum required margin level.
  - The funds in Clint's account are equal to or less than the specified percentage of margin required to maintain an open position.
  - The Customer is not satisfied with the margin call made by the Company.

18.5. If the Company makes a margin call or if the Platform warns the Client that his Trading Account has reached a certain margin level, the Client shall:

- Close trades;
- Hedge positions;

## **18. Make a deposit to your Trading Account.**

18.6. The Company is not bound by the obligation to notify the Client of a margin call to maintain the Client's unprofitable positions.

18.7. When the margin level on the Trading Account reaches the stop-out level, the Client's positions will begin to close automatically, starting from the most losing order, in this case the Company has the right to refuse to accept new orders.

18.8. Margin is paid in cash in the currency of the Trading Account. If the Client's deposit is denominated in another currency, the Company shall recalculate it to the currency of the Trading Account.

## **19. Personal data and privacy**

19.1. Information about the Company's Client and/or Co-owner of the trading account is provided to the Company by the Client or other persons, such as credit information agencies, banks, other financial institutions, state registries, etc. The information is provided to the Company by the Client himself or herself.

19.2. Client data provided to the Company is confidential and may be used solely to provide services to the Client, to maintain statistical data, for marketing purposes, and in accordance with the regulatory requirements of applicable law. Confidential information is information that is not in the public domain or has not been received by the Company as non-confidential.

19.3. The Company has the right to disclose the Client's data to the extent necessary:

- 19.3.1.** when required by law or ordered by a competent court.
- 19.3.2.** at the request of the regulatory authority of the relevant jurisdiction.
- 19.3.3.** to appropriate authorities and organizations for the purposes of ongoing investigation or prevention of fraud, money laundering or other illegal activities.
- 19.3.4.** for the purpose of providing services.
- 19.3.5.** Call centers that are engaged in market research and conduct surveys to improve the Company's services, in which case only contact information will be provided.
- 19.3.6.** to protect the Company or to exercise its legal rights.
- 19.3.7.** at the Customer's request or with the Customer's consent.
- 19.3.8.** affiliates of the Company or another company in the same group as the Company.
- 19.3.9.** heirs or assigns, within ten business days after prior written notice to the Customer.

19.4. telephone conversations between the Client and the Company may be recorded and in this case will be kept by the Company, in which case such recordings will be the property of the Company and the Client hereby acknowledges that it recognizes such recordings as evidence of warrant placement or confirmation of any instructions and data provided during these conversations. 20. Amendment of the Agreement

## **20. The Company has the right to update the trading account, convert its type, update or replace the Platform.**

**20.2** The Company may also amend the Agreement if it reasonably considers that such amendments are necessary.

- 20.3.** At the request of the relevant authority or as a result of changes in applicable law.
- 20.4.** If the Company believes that any provision of the Agreement is inconsistent with the rules of the applicable legislation, the Company shall not apply this provision. In this case, the Company must amend the Agreement to comply with applicable law.
- 20.5.** The Company shall notify the Client at least 15 business days in advance of any changes taking effect. However, a change made to reflect changes to applicable regulatory documents may, if necessary, take effect immediately. This notice may be provided by email, via the Platform and/or the Company's website. It is the Client's responsibility to familiarize himself/herself with the amendments and additions to this Agreement.
- 20.6.** The Client hereby confirms that he/she gives his/her consent that the Company has the right to entrust the opening of the Client's Trading Account, Client's assessment, KYC procedure, due diligence, collection, storage and processing of Customer's Confidential Data to a companion company, and waives any claims or demands against such companion company.

## 21. Termination of the Agreement

- 21.1.** In order to terminate this Agreement, one party shall provide written notice to the other party at least 15 business days in advance, after which the Agreement shall be deemed terminated and all fees, costs and expenses payable by the Client to the Company that have arisen in the course of the Agreement or arise from its termination shall be immediately due and payable.
- 21.2.** Termination of this Agreement shall not affect the rights and obligations that arise from this Agreement and the transactions made pursuant to this Agreement.
- 21.3.** Until the termination of this Agreement:
- 21.3.1.** The Client shall close open positions on his Trading Account, otherwise  
The Company has the right to close all open positions on the Client's Trading Account on its own;
  - 21.3.2.** The Company has the right to cancel or restrict the Client's access to the Platform;
  - 21.3.3.** The Company has the right to reject the Client's new orders;
  - 21.3.4.** The Company has the right to reject the Client's requests for withdrawal of funds from his Trading Account.  
Account and withhold the Client's funds if it is necessary to close the Client's open positions and/or if the Client is required to make any payments under this Agreement.

## 22. Force majeure

- 22.1.** Force Majeure is a force majeure circumstance beyond the will of the parties to this Agreement and beyond their control, which affects the performance of this Agreement.
- 22.2.** The following situations constitute force majeure:
- 22.2.1.** Strikes, labor disputes, lockouts, abnormal working conditions, government measures and restrictions, regulations of relevant authorities, etc.
  - 22.2.2.** Wars, military actions, threat of war, state of emergency, civil disturbances, terrorist acts, other catastrophes and crises (both political and economic), which, in the Company's opinion, affect the normal functioning of the market.
  - 22.2.3.** Natural disasters and natural calamities, such as tsunamis, earthquakes, hurricanes, floods, fires, epidemics and others, due to which the provision of services by the Company is not possible.
  - 22.2.4.** Market destabilization, abnormal market conditions, suspension of trade, liquidation or closure of a market, imposition of restrictions, non-standard trading conditions, etc.
  - 22.2.5.** Breakdown or malfunction of networks and/or communication lines which is not due to the Company's bad faith or malice.
  - 22.2.6.** Financial insolvency of a liquidity provider, financial institution, broker-intermediary, manager of the Company, exchange, clearing house, etc., which prevents the Company from fulfilling its obligations.
- 22.3.** In the event that the Company has reasonable grounds to believe that an event of force majeure has occurred, the Company shall have the right, without prior notice:
- 22.3.1.** Suspend, modify or cancel this Agreement or its clauses if their performance is impractical under force majeure.
  - 22.3.2.** Disable Platform.
  - 22.3.3.** Reject the Client's new orders.
  - 22.3.4.** Increase spreads.
  - 22.3.5.** Change the leverage.
  - 22.3.6.** To take or refuse to take certain actions that are within the discretion of the Company are reasonable in the circumstances for the Company, the Customer and other customers.
- 22.4.** The Company shall not be liable for damages resulting from failure to fulfill its obligations under this Agreement in circumstances of force majeure.

## 23. Limitation of liability and indemnification

- a. In the event that the Company provides information, recommendations, news, information, market commentary and/or research results to the Client (via the website, in emails or otherwise), the Company shall not be liable for any losses, costs, expenses or damages incurred by the Client due to inaccuracy or error in the information provided.
- b. If the Company, its directors, employees, affiliates or agents suffer damage, costs, expenses, or in the event that they are subject to a claim in connection with or as a result of the performance of the of this Agreement, the Customer shall indemnify the Company for such damages, provided that the Company, its directors, employees, affiliates or agents shall not be liable for the occurrence.

- c. The Company shall not be liable to the Client for any direct or indirect losses, damages, lost profits, lost opportunities (including opportunities that may arise as a result of market movements), or expenses that the Client may incur in the course of or as a result of this Agreement.

## 24. Statements of the Company's Client

- d. The client is at least 18 years of age (or the age of majority) and is of sound mind and capable of making independent decisions.
  - e. The Client shall use the Company's intellectual property solely for the purposes for which it is provided.
  - f. The Client acts as a principal and not as an agent, representative, proxy, etc., unless otherwise agreed between the Client and the Securities Broker and if such agreements have been documented and duly executed and all documents requested by the Securities Broker have been provided.
  - g. The Client may act on behalf of a third party only if the Company gives its consent in writing and all documents required by the Company in this case have been provided to the Company.
  - h. The information provided by the Company's Client when opening a Trading Account and the information provided by the Company's Client in the course of work, in the Application for opening a Client Account and all subsequent information is true, current and complete.
  - i. The Client has read the provisions of the Client Agreement and fully understands and accepts them.
  - j. Funds used by the Client for trading are not the result of the Client's criminal activity and are not used for terrorism financing.
  - k. The client is not a prominent political figure, viz:
    - i. Head of state, head of government, minister and deputy or assistant minister; member of parliaments; member of supreme courts, constitutional courts or other higher judicial bodies; member of audit bodies or boards of central banks; an ambassador, chargé d'affaires; a high-ranking officer of the armed forces; a member of the administrative, management or supervisory bodies of state-owned enterprises; and the immediate family of the persons listed in this subparagraph 24.8.1., namely: spouse; partner equivalent in national law to a spouse; children and their spouses or partners; parents. However, nothing in this paragraph shall affect employees middle or junior level. In case a person has not performed publicly significant activities for at least 1 year, such a person cannot be considered politically significant according to the definition given above.
    - ii. A natural person who is a joint beneficiary of legal persons, or who has any close business relationship with a person referred to in sub-paragraph 24.8.2. The Client undertakes to notify the Securities Broker if during the period when there are Customer's legal relationship with the Company under this Agreement, Customer shall become a politically exposed person.
- 24.9 The Client is aware of and understands the risks associated with margin trading.
- 24.10. The Client has regular access to the Internet and agrees to receive any information about the

Company via the website or by e-mail.

## 24. Claims and disputes

- l. Customer complaints and grievances shall be sent to the Company by e-mail in the form prescribed by the Company at a particular point in time. The Company shall endeavor to address complaints in accordance with the established Grievance Procedure as soon as reasonably possible.

## 25. Applicable law

- m. In case the parties fail to settle the dispute or disagreement between themselves, it shall be referred to the court Philadelphia, USA for consideration
- n. This Agreement shall be governed by the laws of Philadelphia, USA

## 26. Introducing broker

- o. The Company is not responsible for the work and/or statements of the Introducing Broker, and the Company is not bound by any separate agreements entered into between the Client and the Introducing Broker.
- p. The Client's legal relationship with the Introducing Broker may entail additional costs, of which the Client shall be duly informed.



## 27. Currency conversion

- q. If the currency of the Client's deposit differs from the currency of the Client's trading account, such deposit will be converted and credited to the Client's account in the currency of the Client's trading account. This conversion shall be done at a reasonable market price and/or the bank's exchange rate, which the Company considers to be reasonable. The Securities Broker is entitled to charge the Client a currency conversion fee. The Securities Broker is entitled to charge from the Client's account or from the deposited amount the expenses incurred in connection with currency conversion for the Client, including bank commissions, money transfer tariffs and intermediaries' commissions.
- r. In case of currency exchange rate fluctuations, the Company shall not be liable for any loss or damage incurred by the Client.

## 28. Language

The official language of the Company shall be English. In the event of any inconsistency in the translations of this Agreement, the English version shall prevail.

- s. Information provided in languages other than English is provided for informational purposes and Russian will be used.

The Company is not responsible for the accuracy of such information.

- t. The Company is authorized to provide compliance support and services in local languages.

### COMPANY DETAILS

### CLIENT

Finwave Group Brokerage Company

NAME

REG NO. 10823156

ADDRESS \_\_\_\_\_

COMPANY ADDRESS:

ONE Liberty Place,  
1650 Market Street, Suite 650, Philadelphia,  
USA.

PASSPORT \_\_\_\_\_

\_\_\_\_\_ DATE

\_\_\_\_\_ SIGNATURE \_\_\_\_\_

**William Johnson**  
Head of Legal Department

