



**TERMS AND CONDITIONS OF CLIENT
AGREEMENT**

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Terms and Conditions of Client Agreement

1. General provisions

Harvest Group Limited (hereinafter referred to as the Company) and an individual or entity that has signed the present Agreement and has filled in the registration form (hereinafter referred to as the Customer), together referred to as Parties, entered into the present Agreement (hereinafter referred to as the Agreement).

The present Agreement specifies the conditions under which the Company shall provide the services to the Customer related to conducting operations on financial markets.

2. Definitions

- a) **Account history:** a full list of all completed transactions and non-trading operations conducted on a live account.
- b) **Active account:** The Customer trading account, where quantity of the executed market lots (1 market lot is equivalent to 10 COMPANY lots) for the accounting period exceeds 0.2% of the average equity denominated in USD. For a USD 1,000 account the lot quantity is 2 market lots or 20 COMPANY lots. Upon occurrence of opposite trades only a half of the locked volume is counted for the quantity of executed lots.
- c) **Adviser:** a trading account management algorithm in the form of a program based on MetaQuotes Language 4. This program sends requests and orders to a server using the Customer terminal.
- d) **Arbitrage:** a trading strategy which uses "Arbitrage transactions".
Arbitrage transaction" – an operation, when an asset is bought on one market, and at the same moment a matching asset is sold on a different market. This price difference is fixed on various exchange markets. It is easily observed, that the value of the portfolio remains almost unchanged regardless of the market movements (as the opposite trades offset each other). When the price difference changes to a positive side, the opposite arbitrage transaction of fixing profit is conducted. An arbitrage transaction is also a transaction that includes only the asset purchasing (selling) on one type of the market without further selling (purchasing) on a different market, with the condition of that a considerable price gap between the quotes of these two related markets appears at the moment of opening or closing the trade.
- e) **Ask:** the highest price in the pair at which the Customer buys the currency.

- f) **Balance:** aggregate financial result of all completed transactions and non-trading operations of a trading account.
- g) **Base currency:** the first currency quoted in a currency pair, which the Customer can buy or sell at the price of the quote currency.
- h) **Bid:** the smallest price in the currency pair exchange rate quote. The Customer sells at bid price.
- i) **Bonus funds:** funds received by the Customer as part of bonus programs and contests, held by the Company.
- j) **Equity:** is the current account balance, calculated according to the formula: balance + floating profit - floating loss.
- k) **Candlestick bar:** is an element of the chart, which includes open and close prices, as well as maximum and minimum prices for a certain period of time (1 minute, 5 minutes, an hour, 24 hours, a week etc.).
- l) **Customer:** is a legal body or physical party that has accepted the present Agreement with the Dealer (the Company) in order to conduct trading operations under the terms of margin trading, and who has entered into a Customer terminal rental contract with COMPANY.
- m) **Customer terminal:** is a MetaTrader 4 software product, which lets the Customer get information on financial market trades in the real-time mode (quantity defined by the Company), perform technical analysis of markets, conduct trades, set/change/cancel orders and receive messages from the Dealer and the Company. It can be freely accessed at the Company website.
- n) **Customer log file:** a file created by the Customer terminal, which records all enquires and orders sent from Customer to the Dealer with a 1-second accuracy.
- o) **Closed position:** the result of the second part of the completed closed transaction.
- p) **Completed position:** consists of two opposite trading operations of equal size (open and close position): buying followed by selling or selling followed by buying.
- q) **Contract for difference (CFD):** a trading operation item based on changes of the basis asset rate (i.e. the asset being the subject of the CFD), including stocks, futures, commodities, precious metals, stock index etc.

- r) **Contract specification:** the main trading conditions (such as spread, lot size, minimal trade volume, changes in trade volume, initial margin, lock etc.) for each instrument. As of the date of wording the present Agreement, the information is available at Company website
- s) **Currency pair:** is a unit of trade operation grounded on the price change of one currency versus another currency.

3. Continuous Definition

a) Dealer is:

- i) a company, which the Customer entered into agreement with, regulating the legislative base of conducting trade operations under the conditions of marginal trading.
- ii) an employee of this company who deals with performing orders of the Customer, including orders execution, stop out and margin calls (in the text of the present Agreement written lower-case letters).

b) Developer: MetaQuotes Software Corp., the developer of the trading platform.

c) Disputable issue is:

- i) a situation where the Customer assumes that the Dealer has violated one or more conditions of the present Agreement as a result of its activity or inactivity;
- ii) a situation when the Dealer assumes that the Customer has violated one or more conditions of the present Agreement as a result of his activity or inactivity.

d) Enquiry: The Customer instruction sent to the Dealer to obtain a currency quote. An enquiry does not imply the Customer's obligation to open a trade.

e) Fast market: is a condition of the market which is characterized by sudden currency rate changes during a short period of time and often followed by price gaps. Usually it occurs right before and/or after one or a series of events:

- i) publication of economic indicators of the G8 members (the eight leading industrial countries, i.e. the USA, Germany, Japan, France, the UK, Canada, Italy, Russia), has a high degree of influence on the financial markets;
- ii) key interest rates' announcements made by central banks and their committees;

- iii) speeches or press conferences of central bank governors, finance ministers and of the G8 countries' presidents;
 - iv) interventions of governments in currency markets;
 - v) terrorist acts of a national (governmental) importance;
 - vi) natural disasters that caused announcement of the state emergency (or of the analogical restrictive measures) within the affected territories;
 - vii) outbreak of war or military actions;
 - viii) political force major events such as resignations, appointments or inaugurations (including election results) of executive branch of governments;
 - ix) other conditions that influence on the dynamics of the currency rate.
- f) **Floating profit/loss:** unfixed profit/loss of all open trades at the current exchange rates at present moment.
- g) **Force majeure circumstances:** occurrences which could not have been foreseen or prevented. Such as:
- i) natural disasters
 - ii) wars;
 - iii) acts of terror;
 - iv) government actions, actions of executive and legislative government authority;
 - v) hacker attacks and other unlawful acts toward servers.
- h) **Free margin:** funds on a trading account that can be used for opening new trades. Calculated according to the formula: equity margin.
- i) **Graph (chart):** is a flow of quotes illustrated graphically. It shows the peak high of any bar/candlestick, which is the maximum Bid over a period; the low or minimum Bid; the close price or last Bid of any bar/candlestick; and the open price or first Bid of any bar/candlestick.
- j) **Hedged margin:** a guarantee cash cover required by the Dealer for opening and maintaining trades. For every instrument, it is indicated separately in Specifications.
- k) **Initial margin:** the required by the Dealer cash cover for opening a trade. For each instrument the value is indicated in Specifications.
- l) **COMPANY website:** is the official website of COMPANY broker available at the following website address: <https://harvest-markets.com>

- m) **Instrument:** a currency pair or CFD (contract for difference).
- n) **Leverage:** the ratio of a covered sum used in a trade to the volume of the trade: 1:200. Leverage 1:200 means that in order to open a trade it is necessary to have a trading account with the deposit sum, which is 200 times less than the sum of the trade to be opened.
- o) **Lock:** long and short positions of the same volume that were opened for the same instrument on the same account
- p) **Lock margin:** is a cover sum, required by the Dealer in order to open and maintain lock positions. For every instrument, it is indicated in Specifications.
- q) **Long:** buying an instrument hoping that the rate will increase. In connection with the currency pair, it is purchasing the base currency using the quote currency.
- r) **Lot:** a unit to measure the quantity of shares, commodities, base currency, which is used in a trading platform.
- s) **Lot size:** the quantity of assets, commodities, base currency per one lot, defined in Specifications.
- t) **Margin level:** the ratio of equity to necessary margin (in per cent), calculated according to the formula: $(\text{equity}/\text{margin}) * 100\%$.
- u) **Margin call:** a state of the trading account when the Dealer has a right but is not obliged to close all open trades of the Customer because of insufficient funds (free margin). Margin level, whereat "margin call" situation arises; is indicated in the present Agreement.
- v) **Margin trading:** trading with the use of leverage; a Customer is able to open trades which value is much higher than the employed in a trade personal funds of the Customer.
- w) **Market open:** start of trading sessions after weekend, holidays or after a time interval between trading sessions.
- x) **Necessary margin:** A Dealer's finance requirement for maintaining open positions; each instrument is shown in Specifications.

4. General Definitions

- a) **Non-trading operation:** the operation of topping up a trading account (or withdrawing money from the trading account) or the operation of allocating (returning) the credit.
- b) **Normal market conditions:** the condition of the market when:
 - i) there are no significant stops in delivery of quotes to a trading platform;
 - ii) there is no rushing price dynamics;
 - iii) there are no considerable price gaps.
- c) **Obvious error:** The Dealer's opening/closing the Customer's positions or executing any orders at prices, which greatly differ from the price of the instrument in the quoting flow at the moment of execution. Or some other Dealer activity or inactivity related to wrong evaluation of market prices at a certain moment of time.
- d) **Opening gap:** is a situation when one of the following statements is true:
- e) **Bid** of the market open is higher than Ask at market close;
- f) **Ask** at market open is lower than Bid at market close
- g) **Order:** The Customer instructions sent to the Dealer to open/close a trade once price reaches the order level, or to place, delete or change the order level
- h) **Order level:** The price indicated in the order.
- i) **Open position:** is the result of the first part of a fully completed transaction. When opening a position, the Customer undertakes the following obligations:
 - i) to conduct the second part of the transactions (buy/sell) of the same size;
 - ii) to maintain equity not lower than 50% of the necessary margin.
- j) **Pending order:** The Customer requests the Dealer to open a trade once price has reached the order level.
- k) **Pips:** the smallest unit of price for any foreign currency. Also, called "points".
- l) **Price prior to non-market quoting:** is a close price of a minute bar, prior to non-market minute bar quote.

- m) **Price gap:** either of the following situations:
- i) the present Bid is higher than the prior Ask;
 - ii) the present Ask is lower than the prior Bid.
- n) **Quote currency:** is the second currency in the currency pair symbol that is used by the Customer for selling or buying the base currency.
- o) **Quotes data base:** information about all quotes of currencies.
- p) **Quoting:** is the process of providing the streaming real-time currency quotes to the Customer in order to conduct a trade.
- q) **Rate:**
- i) for currency pair: base currency unit price expressed in terms of quote currency;
 - ii) for CFD: base asset unit price expressed in terms of money.
- r) **Real deposit:** is a difference between deposits and withdrawals at the Customer trading account for the reporting period.
- s) **Server log file:** is a file created by the server, which records all requests and orders received by the Dealer from the Customer, including the processing result, with 1-second accuracy.
- t) **Server:** is software product of MetaTrader Server 4.xx which processes the Customers' orders and requests, provides information about financial market trades in real-time mode (quantity defined by the Company), taking into account mutual obligations between the Customer and the Dealer, and adherence to the conditions and restrictions.
- u) **Short position:** selling the instrument with a view to the rate decline. With respect to currency pairs: when the base currency is sold using the quote currency.
- v) **Spike:** the price quote that meets the following conditions:
- i) there is a considerable price gap;
 - ii) a short-term price returns to the initial level creating a price gap;
 - iii) no rushing price dynamics prior to this price quote;
 - iv) no macroeconomic events and/or corporate news noticeably influencing on the instrument price at the moment of this quote break out.

- v) The Company has the right to remove information that concerns non-market quote (Spike) from the quotes data base of the server.
- w) **Spread:** the difference between Bid and Ask (in pips).
- x) **Streaming real-time quotes:** a chain of quotes for every instrument imported to and seen in a trading platform, the mechanism of providing quotes to the Customer by the Dealer, visible in the real-time mode, using which the Customer is able to send an order to the Dealer to conduct a trade at every moment.
- y) **Stop out:** forced order to close a position generated by the server.
- z) **Swap:** a payment taken for carrying an open position overnight. It can be either positive or negative. A chart, defining swap values for each instrument, can be found at COMPANY official website. At the moment of the present Agreement revision, the information was available at Company website.
- aa) **Trailing stop:** is the stop loss (SL) order management algorithm:
 - i) if an open position profit does not exceed the trailing stop level, do not take any actions;
 - ii) as soon as the open position profit exceeds the trailing stop level, send an order to the server overriding the SL order by a distance that equals the trailing stop value of the current price;
 - iii) as soon as the interval between the SL order and the quote exceeds the trailing stop, the server will change the order level, so that the distance between the order and current price is equal to the trailing stop.
 - iv) The trailing stop works when the Customer terminal is launched, connected to the Internet and successfully authorized by the server.
- bb) **Thin market:** a state of the market, when there are less quotes than normally imported in the trading platform for a considerable period of time. As a rule, this type of the market condition occurs during Christmas holidays, national holidays in G8 countries and between 23:00 p.m. - 3:00 a.m. (GMT+2) etc.
- cc) **Ticket:** a unique identification number assigned to position or pending order in a trading platform.
- dd) **Trailing stop value:** the value of the parameter “trailing stop”, set by the Customer.
- ee) **Trading platform time:** the time zone in which the events registered in the server log file occur. At the moment of the present Agreement publication it is GMT+2.

- ff) **Trading operation size:** the quantity of lots multiplied by the lot size.
- gg) **Market conditions** that differ from normal ones: thin market or fast market.
- hh) **Trading operation/trade:** is purchasing/selling the instrument carried out by the Customer.
- ii) **Trading platform/terminal:** a set of software and technical facilities that supports receiving information on trading carried out on financial markets in real-time mode, conducts trading operations, takes into account mutual obligations between the Customer and the Dealer, and enforces observing conditions and restrictions. In simplified form for the purposes of the present Agreement consists of the “Server” and the “Customer terminal”.
- jj) **Trading account:** unique personalized log of all operations recorded on the trading platform, where completed closed transactions, opened positions, non-market operations and orders are reflected.

The present Agreement between the Customer and the Company defines the terms of use for all services, which are offered by the Company and other authorized third-party service providers, including using the services with the purpose to conduct transactions on the Customer trading account.

5. Orders

Quotation of Underlying Instrument Prices

- a) You may obtain a quote from us for an Underlying Instrument Price.
- b) You acknowledge that;
 - i) any quote provided by us in accordance with this clause is indicative only; and
 - ii) no Contract is entered into until your Order is accepted by us in accordance with these Terms.
- c) You may, by placing an Order with us:
 - i) offer to enter into a new Contract with us; or
 - ii) request us to Close-Out an open Contract.
- d) You may provide us with oral or written Orders (which includes Orders provided via the Harvest Markets Platform as described below). We may acknowledge instructions orally or in writing, as appropriate.

- e) And Order may be:
 - i) a day Order, which means that the Order you place will be cancelled at 22.00 GMT; or
 - ii) a good 'til cancelled Order, which means that the Order you place will remain capable of being accepted by us, until you cancel the order or we accept it.
- f) Before placing an Order you are responsible for ensuring that:
 - i) the Actual Margin is equal to or more than the Required Margin, as set out in clause 4 (i) (ii) of these Terms; and
- g) When placing an Order, you must set out details of:
 - i) whether you intend to be the Long Party or the Short Party under the Contract;
 - ii) the Contract Quantity; and
 - iii) the Underlying Instrument, and other information applicable to the Order as we may require from time to time.

Acceptance of Order

- h) We may in our sole discretion accept an Order in whole or in part. An Order is accepted by us when we record the transaction concerning the Contract in our records.
- i) An Order is binding on you when we accept the Order. You acknowledge that we may accept an Order without any notice of acceptance, aside from giving you the Confirmation.
- j) We inform you if we decide not to accept an Order.
- k) Orders may be placed as:
 - i) market Orders to buy or sell an Underlying Instrument as soon as possible at the price obtainable in the market; or
 - ii) limit and stop Orders to trade when the price reaches a predefined level, as applicable to the various Underlying Instruments offered (or a combination of these types of Orders). Limit Orders to buy and stop Orders to sell must be placed below the current market price, and limit Orders to sell and stop Orders to buy must be placed above the current market price. If the bid price

for sell Orders or ask price for buy Orders is reached, the Order is filled as soon as possible at the price obtainable in the market. Limit and stop Orders are therefore not guaranteed executable at the specific level or amount.

- l) Where your request to cancel an Order is not received by us prior to acceptance of that Order, the Contract or Close-Out resulting from the acceptance of the Order is valid and binding on you and us under these Terms.
- m) You acknowledge that any action by you to modify or cancel an Order is ineffective unless:
 - i) we have received from you a cancellation notice in a form acceptable to us; or
 - ii) we have cancelled the order in our books and records.
- n) Errors in Pricing.
 - i) It is possible that errors, omissions or misquotes (“Material Error”) may occur in the pricing of Margin FX Contracts or CFDs quoted by us, which by fault of either of us or any third party, is materially incorrect when taking into account market conditions and quotes in Underlying Instruments which prevailed at the time. A Material Error may include an incorrect price, date, time or Margin FX Contract or CFD or any error or lack of clarity of any information. If a trade is based on a Material Error, we reserve the right without your consent to:
 - a) amend the terms and conditions of the Margin FX Contract or CFD to reflect what we consider to have been the fair price at the time the Margin Contract or CFD was entered into and there had been no Material Error;
 - b) close the trade and any open Positions resulting from it;
 - c) void the Margin Contract or CFD from the outset; or
 - d) refrain from taking action to amend or void the Margin FX Contract or CFD.
 - ii) We will exercise the right in paragraph 5 (n) (i) reasonably, in good faith and as soon as reasonably practicable after we become aware of the Material Error. To the extent practicable, we will give you prior notice of any action we take under this clause; but if it is not practicable we will give you notice as soon as practicable afterwards. In the absence of fraud or gross negligence on our part, we are not liable to you for any loss, cost, claim, demand or expense that you incur or suffer (including loss of profits or indirect or consequential losses), arising from or connected with the Material Error

including where the Material Error arising from an information service on which we rely.

- iii) In the event that a Material Error has occurred and we exercise our rights under paragraph 5 (n) (i), we may, without notice, adjust your Account or require that any moneys paid to you in relation to the Margin FX Contract or CFD the subject of the Material Error be repaid to us as a debt due payable to us on demand.

Price, execution process and trading platform manipulation.

- o) If we reasonably believe that you have manipulated our prices, our execution processes or our Trading Platform, we may in our sole and absolute discretion, subject to paragraph 5 (n) (ii) without notice to you:
 - i) enforce the trade(s) against you if it is a trade(s) which results in you owing money to us;
 - ii) treat all your trades as void from the outset if they are trades which result in us owing money to you, unless you produce conclusive evidence within 30 days of us giving you notice under this clause that you have not committed any breach or warranty, misrepresentation or undertaking in this Agreement;
 - iii) withhold any funds suspected to have been derived from any such activities;
 - iv) make any resultant corrections or adjustments to your Account;
 - v) close your Account; and/or
 - vi) take such other action as we consider appropriate.

6. No Transfers

- a) A Contract does not transfer the legal or beneficial interest in any Underlying Instrument to you and neither party has any right or obligation to acquire or deliver the Underlying Instruments.

7. Company services

- a) Definition of the Company services

The Company services are all interactive programs or services offered by the Company, which make it possible for the Customer to:

- i) get connected with the Company or with an authorized third-party service provider;

- ii) receive information and quotes from the Company or from an authorized third-party service provider;
- iii) conduct trades on financial markets through the Company trading terminal MetaTrader 4.0 (software program) which includes electronic data transfer that the Customer submits to the Company using a personal computer connected by modem or any other device to access the file transfer network assigned by the Company.
- iv) By signing the present Agreement, the Customer acknowledges getting familiarized with the rules of communication and agrees that the Customer can give instructions only by telephone or the Customer trading terminal.
- v) The services of the Company include information software set "MetaTrader 4.0", means of technical analysis and services of information provision by the third party, offered along with the services of the Company.
- vi) The Customer acknowledges that the Company reserves the right to change, add, rename or leave unaltered the Company services that are offered in terms of the present Agreement without any prior notice. The Customer also acknowledges that the Agreement is applicable to services, which can be changed, added or renamed in future in addition to the services which are provided to the Customer currently.
- vii) In relation to the Customer trades, the Company merely executes the Customer orders without providing trust management or recommendations. The Company executes the Customer enquires or orders regardless of a trade character, even if they are non-beneficial for the Customer.
- viii) But for the cases described in the present Agreement, the Company is not obliged to:
 - a) monitor and notify the Customer about the trade status;
 - b) close a Customer open position;
 - c) make attempts to execute the Customer order using the quotes, which differ from the quotes displayed in the "MetaTrader 4.0" trading platform.

The Company services exclude providing recommendations and information to motivate the Customer to conduct operations. In some cases, the Company reserves the right to give information, recommendations and advice to the Customer; in this case the Company bears no responsibility regarding the result and effectiveness of such actions. The Company reserves the right to cancel or close any Customer position in terms of conditions that are regulated by the present Agreement. All trades conducted by the Customer as a result of erroneous information or a mistake, are to be upheld by both parties, the Customer and the Company.

8. Processing Customer orders

For conducting trades the "Instant Execution" quoting mechanism is used.

- a) Customer enquiries and orders are processed according to the following scheme:
 - i) the Customer makes an enquiry or an order, which correctness is checked, in the Customer terminal;
 - ii) the Customer terminal forwards the enquiry or order to the server;
 - iii) the server receives the Customer order and checks its correctness; then the trading terminal shows the message "request was accepted by server";
 - iv) once the Customer enquiry or order has been processed, the server sends the result back to the Customer trading terminal;
 - v) provided that there is uninterrupted connection between the Customer terminal and the server, the Customer terminal receives the result of the enquiry or order execution result from the Dealer.
- b) The Customer can attempt to cancel the earlier sent request (which is queued); nevertheless, the Company cannot guarantee the success of this attempt.
- c) The time, required to execute an enquiry or an order, depends on the quality of connection between the Customer terminal and the Company server, as well as on the market conditions. Under the normal market conditions, it usually takes about 1-5 seconds to process an enquiry or an order. Amid the market conditions which differ from the normal ones, the processing time can be extended up to 10-15 seconds.
- d) The Company server can decline the Customer order in cases as follows:
 - i) at the market opening a "No price" message is received, in case the Customer makes an enquiry before the first quote is imported in the trading platform;
 - ii) the Customer does not have enough funds to open a new position;
 - iii) market conditions are other than normal.

9. Trading operations

- a) Currency is sold at Bid price. Currency is bought at Ask price.
- b) Minimal size of a trade is 0.01 Market lot

- c) If the sum total of the Customer opened positions exceeds the following sums in base currency, the Company reserves the right to impose limitations on the maximum leverage.
- d) Leverage 1:100 for the amounts over USD 1,000,000 (one million)
Leverage 1:200 for the amounts up to USD 250 000 (two hundred fifty thousand)
Leverage 1:500 for the amounts up to USD 50 000 (fifty thousand)

The Company reserves the right to impose the above-mentioned restrictions on a selective basis.

- e) Spreads.
In case of no force major circumstances, the Company uses fixed spread for fixed spread accounts, which is indicated on the Company official website. By variable spreads accounts spread is variable.
- f) Carrying over a position to the next day.
When a position passes over to the next day, the swap is accrued for an open position starting since 23:59:30. For the night Wednesday – Thursday, a triple swap is accrued. Size of swap is indicated at Company website.
- g) Making amendments to trading conditions.
The Company has the right to change margin requirements, spreads, the orders' executing mode and other trading conditions in correlation with national and international holidays, and without notify to the Customers beforehand. In this case, all changes will be applicable to the already opened trades and new positions.
- h) Closing CFD positions.
If there are opened positions in a trading account on a day (or on the next day) of the economic statistics publication of the CFD issuing company, or any other event, which has a great impact on the share rate, the Company reserves the right to close a position using the last market quote at the trading session close. In this case, there follows a trade reopening at one of the market quotes during the first 5 minutes after the session opening.
- i) Opening position.
To open a position, an order should be sent from the Customer terminal to the Company server. The following order parameters are obligatory
 - i) instrument;
 - ii) position size (in lots).

- j) The list of instruments available for conducting trading operations using "Instant Execution" mode is published at the official website of the Company.
- k) The Company is obliged to notify the Customer 7 days prior to changing the list of the trading instruments.
- l) To open a Buy/Sell position the Customer should send an order using the Customer terminal.
 - i) To open a Buy position in the order window of the Customer terminal the Customer should click "Buy", whereat the order is sent to the server.
 - ii) To open a Sell position in the order window of the Customer terminal a Sell tab should be clicked, whereat the order is sent to the server.
- m) Executing Customer orders to open a position.
 - i) If the size of free margin is enough to open a position, the position shall be opened. A new free margin level shall be adjusted automatically.
 - ii) In case the size of the free margin is insufficient to open a position, the position shall not be opened and a message about insufficient funds shall appear in the order window.
 - iii) If at the moment of the Customer order or enquiry execution by the server the quote changes, the server shall offer a new Bid/Ask price. In this case a new window "Requote" shall appear with new prices. If the Customer agrees to conduct the operation at newly offered quotes, the "OK" tab should be clicked in "Requote" window within 3 seconds.
 - iv) The Customer order to open a position is considered to be executed, and the position to be opened, when the corresponding server log file has been updated with a new record. Each new position shall receive a sequential ticket number.
- n) Closing position.

To close a position in the Customer terminal the Customer is obliged to indicate the following parameters:

- i) the ticket of the position to be closed,
- ii) the size of the position,
- iii) To close a position, the Customer should click the icon "Close position" in the order of the trading terminal.

- o) Execution of the Customer orders to close a position.
- i) If at the moment of the Customer order/enquiry execution by the server, the quote has changed, the server shall offer a new Bid/Ask price. In this case, there will appear a "Requote" window with new prices. Provided that the Customer agrees to conduct the deal at newly offered prices, the "OK" icon should be clicked within 3 seconds.
 - ii) The Customer order to close a position is considered as completed, and the position as closed, when a corresponding record in the log file of the server appears.
- p) Description of orders, available in COMPANY trading terminal:
- i) Types of orders:
 - "**Buy Stop**" suggests opening a buy position at a higher price than the actual price at the moment of the order placing;
 - "**Sell Stop**" suggests a sell position opening at a lower price than the actual price at the moment of the order placing;
 - "**Buy Limit**" suggests opening a buy position at a lower price than the actual price at the moment of the order placing;
 - "**Sell Limit**" suggests opening a sell position at a higher price than the actual price at the moment of the order placing.
 - ii) To close the position the following orders can be used:
 - "**Stop Loss**" implies closing the earlier opened position at a price, which is less profitable for the Customer if compared to the price at the moment of order placement;
 - "**Take Profit**" implies closing an earlier opened position at a price, which is more profitable for the Customer as compared to the price at the moment of the order placement.
 - iii) The Customer has the right to change and remove any pending order if it has not been activated.

q) Execution of orders.

i) An order will be queued for execution in the following cases:

Sell Stop order is queued for execution the moment the Bid price in the streaming quotes becomes lower or equal to the order level;

Buy Stop order is queued for execution the moment the Ask price in the streaming quotes hits or exceeds the order level;

Sell Limit order is queued for execution the moment the Bid price in the streaming quotes hits or exceeds the order level;

Buy Limit order is queued for execution the moment the Ask price in the streaming quotes becomes lower or equal to the order level;

Take Profit order for open buy position is queued for execution when the Bid price in the streaming quotes exceeds or equals the order level;

Stop Loss order for open buy position triggers, when the Bid price in the streaming quotes drops below or equals the order level;

Take Profit order for open sell trade triggers, when the Ask price in the streaming quotes drops below or equals the order level;

ii) In cases of price gaps the orders are executed according to the following rules:

Pending orders, where the open level and the Take Profit got into a price gap, are cancelled with a comment [cancelled/gap];

Take Profit order the level of which is within a price gap, is executed at the price set by the order; Company has right to execute in price more favorable to Customer;

Stop Loss order, which is within the price gap, is executed at the first received price following the gap and marked by a comment [sl/gap];

Buy Stop and Sell Stop pending orders are executed at the first price received following a price gap, with [started/gap] appearing as a comment;

Buy Limit and Sell Limit pending orders are executed at the set price and marked by a comment [started/gap].

In some cases, when price gaps are small, orders can be executed in a customary mode, according to the set in the order prices.

- iii) When a pending order is received for execution and the size of free margin is not enough for the order opening, the pending order is deleted automatically.
- r) Time of validity and order placement, parameters, rules of placing orders.
- s) Orders can only be placed, removed or changed by the Customer when trading for the chosen instrument is allowed.
- t) Placing a pending order, the following information should be provided by the Customer:
 - i) the instrument;
 - ii) position size (volume);
 - iii) order type (Buy Stop, Sell Stop, Buy Limit, Sell Limit);
 - iv) price level at which the order should be set.
- u) When a pending order attempts execution, the server automatically checks the trading account stance to see if free margin is available. New position is added to the list of open positions; the cumulative Customer position and free margin are calculated.
- v) Under normal market conditions a server executes an order according to the price set without slippages.
- w) An order is considered to be executed once it has been recorded in the server log file.
- x) The Customer agrees to undergo a supplementary expert examination of the trading account, if it has been revealed that the trading methods of the Customer include opening and closing/opening lock positions with a less than 10-seconds interval between them. In accord to the results of the supplementary examination the Company reserves the right to correct the outcome of the Customer's trading by the sum total of such orders.
- y) Forced close of positions.
 - i) When the Customer account margin level is less than 50%, margin call triggers. The Company has the right, however, is not obliged to close the

Customer position. It is at the Company's discretion whether to close the position or not.

- ii) If the current trading account state (equity) is less than 20% of the margin necessary to maintain an open position, the Company reserves the right to force a Customer position close without prior notice.
- iii) The server controls the account current condition. In case conditions described in Clause 7 (y) (ii) of the present Agreement are violated, the server shall generate a forced position closing order (stop out). Stop out is executed according to the market price in line with the general Customer orders' queue. Forced close of a position is recorded in the server log file as a "stop out".
- iv) In case the conditions described in Clause 7 (y) (ii) of the present Agreement are violated and the Customer has several open positions, the position with the highest floating loss will be closed first.
- v) Amid normal market conditions the Company secures that after the last position close the balance of the trading account will be 0% - 10% of the margin needed to cover this last forcedly closed position. The Company reserves the right to restore the negative account balance of a Customer with the funds available in another account owned by the Customer, if the balance has turned negative in the result of a strong price movement
- vi) There can be a delay in automatic order closing in the process of forced position close. This delay can be the reason of closing a position at a more favorable price than the price at the moment of the induced order closing. The account status at the moment of the deal closing by "stop out" is reflected in the comment to the order, where per cent of free margin, account balance and margin level are indicated. Closing of the order at the price, which is more profitable for the Customer than the "stop out" level, cannot be considered as the reason for a claim on the part of the Customer. Closing of the position at the price, which is less favorable for a Customer than "stop out" level, can be considered as the reason of claim on the part of the Customer.
- vii) By accepting the present Agreement, the Parties have agreed that market working time - Monday 00:00 - Friday 23:57 - is shifted twice a year due to the USA switching to day-light saving time and vice versa, on the second Sunday of March and the first Sunday of November correspondingly.
- viii) The maximum number of deals opened simultaneously is not limited. Yet, the Company reserves the right to impose obligatory restrictions upon the number of orders opened.

10. Money deposit/withdrawal.

- a) Withdrawing funds from a Customer trading account.
 - i) The Customer shall withdraw the money from the trading account to the payment systems, enabled for withdrawal in the Trader's room on the Company's official website.
 - ii) For the trading accounts, which were deposited through electronic payment systems, the withdrawal of money by means of bank currency transfer using the bank details of the trading account owner is made, if agreed upon by the Company.
 - iii) Using electronic payment systems, withdrawal is possible to be processed only to the same payment system with the same account details (currency, account number), which the deposit was made from. In case a trading account has been loaded from numerous payment systems, using several wallets and in different currencies, withdrawal shall be requested on the proportional basis.
 - iv) If the Customer has changed the details within the payment system, it is necessary to notify the Company by sending a filled-in form with attachment of ID scan copy to the Finance Department of the Company. Otherwise, the Company reserves the right to decline the Customer request of withdrawal to new personal details.
 - v) Withdrawal is processed within the set time, which varies for every payment system; however, in some cases the time of the withdrawal can be increased up to 5 working days, except for the cases described in the Clause 10 (e) (ix) present Agreement
 - vi) If the currency exchange between payment systems has been revealed, the Company reserves the right to charge extra commissions for the exchange service.

- b) Depositing funds to the Customer trading account can be made through any of the methods listed at the Company's website.
 - i) The Customer agrees that in cases of software malfunction, delays in depositing funds to the trading account are possible.
 - ii) The Company is obliged to load a sum to the Customer trading account in case of detecting any error in software, that caused a delay in automatic funds depositing, upon condition that the Customer informs about the delay.

- c) Company doesn't provide any interest rates over unused balance, but reserves right to provide them.

- d) Fees charged for deposit/withdrawal.
- i) At funding a trading account the Company compensates full or partial amount of fees charged by payment systems. Company is not provider nor operator of any payment system and therefore can't guarantee fees or any costs. Company is not allowed to charge higher costs of deposit/withdraw then are actual costs of payment system.
 - ii) In case of detection of this service abusive practice the Company reserves the right to deduct the commission from the Customer trading account.
- e) Order of business, claims and contentious cases settlement.
- i) When contentious cases occur, the Customer is entitled to report a claim to the Company. Claims are accepted within three (3) working days from the date the problem has occurred.
 - ii) The claim shall be sent to the Finance Department in the form of an email finance@harvest-markets.com claims. The is not subject to revelation by the claimant until the inquiry is finished.
Claims submitted in other ways shall not be reviewed.
 - iii) The Company shall process the Customer complaint within the term of not more than 10 working days:
If the Customer claim is considered fair, the Company will accept it and deposit funds in the Customer trading account within one working day.
The Company follows generally accepted market practices and internal policy, for those claims not mentioned in the present Agreement.
 - iv) The Customer claim form shall comprise:
 - a) full name;
 - b) trading account number;
 - c) date and time when the contentious case occurred;
 - d) contentious case or order ticket;
 - e) description of claim, leaving out emotional connotation.
 - v) The Company reserves the right to dismiss a claim in the following cases:
 - a) the claim does not comply with the terms of the Clauses 10 (e) (i), (ii) & (iv);
 - b) the claim comprises obscene/rude words or/and insults to the Company or its officials;
 - c) the claim contains threats to the Company or its officials;
 - d) the Customer threatens to stain the reputation of the Company using social networks and other community resources.

- vi) The Company reserves the right to correct the result of the Customer trades if the server errors were detected, which led to quotes delay, spikes and other negative consequences for the Company, and could not have been hedged by the Company contractors.
- vii) The Company guarantees that any deal of the Customer carried out at non-market quote (spike) shall be restored just after detection of the fact of erroneous performance.
- viii) If the positions are fully locked by any locking system including triple lock and the sum of swaps is not equal to zero, the Company reserves the right to correct the swap.
- ix) The present Agreement forbids use of strategies oriented on the profit extraction by means of intentionally creating the situations, when one of the Customer's or a group of Customers' account turns to negative balance, including the situation when the accounts are opened under the names of different persons, invariably being the part of one trading strategy. In case of revealing implementation of such trading strategies, the Company reserves the right to apply the Clause 10 (a) (v). of the present Agreement.
- x) If at the moment of market close the total volume of positions, opened at the Customer account implies the change of total profit by more than 0.5% of deposit, in case the price changes by 1 pip (more than 5 COMPANY lots for every USD1,000 of deposit), the Company reserves the right to correct the financial result of such deals in case the market opens with a gap by the amount proportional to the size of the gap in pips.
- xi) The Dealing Department of the Company executes its affirmative decision on a claim regarding reopening a position according to the following scheme: in case there are considerable time or price gaps since the moment of erroneous closing a position to that of opening a position, the deal can be opened again at an average price which is set either for the period between a mistaken position close and making a decision on its reopening or within an hour from the moment of erroneous position close. Reopening a position is placing a new order of the same volume as the one closed mistakenly. This rule is fully applicable to the compensation of mistakenly closed positions.
- xii) When the price change, connected with a difference between the instrument last price at market close and the instrument first price at market open, or connected with news release, leads to a profit higher than 10% of the initial deposit, the Company reserves the right to use correction of such trade financial result in the size proportionate to the difference of the above-mentioned prices in pips, by means of deducting the funds with the comment "Clause (e) (xii) correction". In certain cases, it is at the Company's discretion to set the minimal profit change below a 10% level (of the initial deposit).
- xiii) The Company reserves the right to nullify results of a deal if the Company discovers that money used to execute the deal has been acquired in a

violation of provisions of any Company agreement, including the present Agreement, accepted by the Customer.

- xiv) If the total swap on all the trades made exceeds USD1,000, the Company reserves the right to correct it to USD1,000 in certain cases Company have the right to charge Customer if the total swap on all trades made exceeds USD 1,000.

11. Identification and verification of Customers.

- a) The Company has the right to ask the Customer to prove the personal identity information, indicated in the trading account registration form. At any moment, the Customer can receive a request to submit a scan copy of the passport/ ID or a certified copy of the passport/ ID, which is at the Company's discretion.
- b) In case the Customer has not received the request for providing the scan copy of passport/ ID, the verification procedure of the trading account is not obligatory, though the Customer is free to send the copy of the passport or any other document which identifies the personality to the Client Relations Department.
- c) If after the account opening the Customer personal registration information (such as full name, address or telephone) has been changed, the Customer is obliged to inform the Support Department of the Company sending a request to change the registration information.
- d) A Customer agrees that personal information indicated at registration of a trading account can be used by the Company within the bounds of the AML (against money-laundering) policy.
- e) The Customer is responsible for authenticity of the provided personal documents or their copies, and admits the right of the Company, if their originality is doubted, to apply to the law-enforcement authorities of the document issuing country for the authentication validation, in case the act of the document forgery was disclosed, the Customer will be brought to responsibility in accordance with the legislation of the document issuing country.

12. Risks.

This notification is missioned to reveal to the Customer the information regarding risks connected with conducting trading operations on the financial markets and to warn the Customer about possibility of financial losses related to these risks. In the present Agreement, it is impossible to disclose all information about all potential risks due to sheer number of possible situations. The interpretation of the notions and terms used in this

notification fully coincides with interpretation of those in the Agreement on processing and executing the Customer orders.

a) Leverage effect.

- i) Conducting trades under the conditions of "Margin Trading" a slight change of the instrument price rate can have an imposing impact on the Customer trading account balance due to the leverage effect. In case the market moves against the Customer position, the latter can suffer losses in the amount of the initial deposit and other additional funds deposited by the Customer in order to keep the positions open. The Customer acknowledges being fully responsible for considering all risks, using finance and choosing the corresponding trading strategy.
- ii) It is highly recommended to maintain the Margin Level above 1000% and always set Stop Loss orders to limit possible losses.

b) High instrument volatility.

Numerous instruments have considerable intraday price change ranges, implying a high possibility of trades ending in high profits or losses.

c) Technical risks.

- i) The Customer undertakes risks of financial losses caused by malfunctioning of informative, communication, electric and other systems involved.
- ii) Conducting trading operations in the Customer terminal, the Customer undertakes the risks of financial losses caused by the following reasons:
 - a) hardware and software equipment errors, or poor quality of connection on the Customer side;
 - b) improper functioning of the Customer equipment;
 - c) wrong settings of the Customer terminal;
 - d) use of outdated Customer terminal;
 - e) the Customer unfamiliarity with the instructions provided in the "Customer Terminal Use Guide" and in the section "FAQ: Frequently Asked Questions".
- iii) The Customer acknowledges that in case of conducting trading operations on telephone, during peak hours the possibility to reach the operator is weaker. The situation described can occur during fast market (for example, at key news releases).

d) Other than normal market conditions.

The Customer realizes that under other than normal market conditions the time of the Customer order processing can be prolonged.

e) Trading platform.

- i) The Customer admits that there can be only one enquiry/order enqueued to be processed by the sever. The attempt to set any new order or enquiry shall be declined with the order window displaying the message "Trade flow is busy".
- ii) The Customer acknowledges that the only reliable source of information regarding the streaming quotes is the main server, servicing the real Customers. The quotes databases in the Customer platform cannot be regarded as a credible source of information regarding the streaming quotes, as in case of unstable connection between the Customer platform and the server a part of quotes can fail to enter the Customer platform.
- iii) The Customer admits that shutting down the window of placing/ modifying / cancelling an order, and shutting down the window of closing or opening positions does not cancel the enquiry or order, which has already been sent to the Dealer to be exercised.
- iv) The Customer undertakes risks of unplanned trading operations conducted in cases of resending an order before the moment of receiving the information about the result of the Dealer's executing the prior order.
- v) The Customer realizes that simultaneous modification of the pending order level and Stop-Loss and/or Take-Profit, which were added right after the order had been executed, will only be processed when a Stop-Loss and/or Take-Profit level order is modified for the opened position of the order.

f) Communication.

- i) The Customer undertakes the risk of financial losses caused by late receiving or a failure to receive the server or Dealer message.
- ii) The Customer realizes that non-coded information sent by email is not secured from unauthorized access.
- iii) The Customer agrees that the Dealer reserves the right to delete the messages, which were not received by the Customer by internal Customer platform mail within three calendar days since the moment of the message uploading.
- iv) The Customer bears full responsibility for confidentiality of the received from the Dealer information, and undertakes the risks of financial losses caused by unauthorized access of third parties to the Customer trading account.

- g) The risks connected with activity of third parties involved in relationship between the Company and the Customer.
- i) The Customer undertakes risks connected with disestablishment of payment systems. If the electronic payment system ceased to exist, the Company deducts funds from the Customer account in the amount deposited through this system.
 - ii) The Customer undertakes risks related to indicating wrong details for bank wire transfer and accepts that this can be the reason of refund, additional charging commissions, and other risks related to refund and repeating a wire transfer.
 - iv) The Customer undertakes risks related to unauthorized use of the Customer's personal data of access to payment systems, and also connected with using the Customer's bank cards by the individuals who dispose sufficient data for using such cards, that occurred in the result of the Customer carelessness.

13. Our Rights.

- a) We may, with or without notice, and in addition to any other rights we may have under these Terms:
- i) Close-Out or Cancel all or part, as we reasonably consider appropriate, the Contracts; or
 - ii) reduce your Position Limit; or
 - iii) refuse Orders; or
 - iv) terminate the Agreement; or
 - v) adjust the price, size or value of the contract; or
 - vi) adjust the margin requirement (leverage).
- b) We may exercise our rights in clause 13 (a) if:
- i) an Event of Default has occurred; or
 - ii) we reasonably consider that there are abnormal trading conditions; or
 - iii) we reasonably consider it necessary for the protection of our rights under the Agreement; or
 - iv) we are unable to make prices in the relevant Contract due to the unavailability of the relevant market information for reasons beyond our control; or
 - v) we so decide in our absolute discretion and, in this case only, give written notice of such decision to you; or
 - vi) we consider that you may be in possession of 'inside information'; or
 - vii) we consider that you may be in breach of any applicable law; or
 - viii) either party is so requested by any regulatory agency or authority; or

- ix) your Actual Margin is less than the Required Margin; or
 - x) the aggregate of the Contract Value for your Orders and the Contract Value for all other orders for an Underlying Instrument is below the minimum or above the maximum values that we reasonably consider appropriate in the market.
- c) If we exercise our right to Close-Out all or part of any Contract, except that we determine, in our sole discretion, the Close-Out Value for the affected Contract.
 - d) You accept that we may Close-Out any of your Contracts and in what proportion that we decide in our absolute discretion.

14. Communication with Customer.

- a) To contact the Customer the Company can use:
 - i) trading platform internal mail;
 - ii) email;
 - iii) fax;
 - iv) telephone;
 - v) postal service;
 - vi) news from the section "Company News" on the Company's official website.
- b) The Company shall use the personal information of the Customer indicated at registration, in this regard the Customer is liable to inform the Company about all changes in the personal contact details.
- c) A message (including documents, announcements, notifications, confirmations, reports etc.) is considered as received by the Customer:
 - i) one hour after it has been sent by email;
 - ii) immediately in case it has been sent by internal mail in the trading platform;
 - iii) immediately in case sent by fax;
 - iv) immediately after the phone call has been finished;
 - v) after 7 calendar days in case sent by postal service;
 - vi) right after release of news in the section "Company News" of the Company official website.
- d) The Customer daily receives an email with a report on all operations conducted in the trading account for the past 24 hours.

15. Responsibility and liability.

a) General provisions.

The Customer ensures that:

- i) the information indicated in the account registration form is true and pertains to the account owner;
 - ii) it is of the Customer full responsibility to secure confidentiality using the username and passwords;
 - iii) the Customer is fully responsible for actions that result from using username and passwords;
 - iv) the Customer bears full responsibility for actions including operations on financial markets;
 - v) agrees to the right of the Company to record conversations with the Customer with the purpose of their proof.
- b) The Company ensures that the information indicated by the Customer in the account registration form is confidential. In case of such disclosure the violation shall be handled according to the present Agreement.
- c) The Customer accepts that the Company or a third party involved in representing the services to the Customer is not liable for malfunctioning of the telephone connection, internet, scheduled maintenance or updates or any events that do not depend on the Company, or information services provider or a third party dealing with rendering services to the Customer.
- d) The Customer agrees that the Company has a right to suspend activity on the Customer trading account in case the Company has any suspicion that the Customer trading account is used for money-laundering or the Customer has provided deliberately false information. Once the operations are suspended, the Company shall conduct the investigation that may include examination of the account registration data and the trading account depositing history, identification of the Customer, etc. The Customer agrees that the Company has the right to initiate investigation, if it has reasons to suspect that the Customer has traded on the account in violation of the present Agreement.
- e) The Customer acknowledges, that in conformity with anti-money laundering policy, the Company has a right to request the details of the bank account open under the name of the Customer, imposing the limitations on funds' withdrawal from the account only through bank transfer with the specified bank details. In case of the Customer refusal to submit the bank details the Company is entitled to put on hold all operations with the trading account until provided with the required information.

16. Inactive trading account

The company have rights to delete inactive trading account that have no transactions of deposit more than 30 days.

17. Termination of agreement.

a) General provisions.

The Agreement enters into effect since the moment of being signed by the Customer.

b) The present Agreement is terminated if:

- i) Any party expresses a will to terminate the present Agreement;
- ii) in case the Customer withdraws all funds from the trading account, which leads to termination of relationship regulated by the Agreement;
- iii) in case of the Customer violation of the conditions described in the present Agreement the Company has the right to terminate the Agreement in its sole discretion, with prior notification of the Customer about such termination and after returning all funds from the Customer trading account balance as of the moment of the Agreement termination.

c) If you wish to close your account, you must notify us in writing. If we wish to close your account, we will also notify you in writing by giving reasonable notice, unless there are grounds where we need to terminate our contractual relationship with you earlier or even immediately without notice.

d) Early/Immediate Termination Grounds for early/immediate termination may include but are not limited to:

- i) act of bad faith (News Gap and Break Gap Trading Abuse);
- ii) breach of any clause in this Agreement;
- iii) tampering with our systems, software and platforms;
- iv) acts that may put our goodwill and business in jeopardy;
- v) misleading, untrue statements;
- vi) fraudulent or misrepresenting information;
- vii) default of payment;
- viii) conviction or accusation of any illegal action (fraud or crime);
- ix) bankruptcy, insolvency, receivership of either party;
- x) restriction imposed on us by the legislator;
- xi) any other reason that we consider appropriate and necessary;
- xii) an unauthorized activity.

- c) If the Company stops the activity regulated by the present Agreement:
 - i) the Company notifies one month prior to such termination;
 - ii) the Company returns all funds to the Customer that were on the balance of the Customer trading account as of the moment of close.
- d) In case of the Customer death:
 - i) the right to withdraw funds from the Customer trading account goes to the inheritor of the corresponding queue, or to the inheritor in accordance to the will/testament of the Customer;
 - ii) the right to use the trading account of the Customer and to conduct trading operations on the financial markets cannot be inherited.
- e) The Customer admits that the Company reserves the right to suspend or to stop fully or partially the access of the Customer to the services of the Company at its sole discretion, with the following notification by means of communication. In this case the present Agreement is considered as terminated since the moment the services have been made unavailable for the Customer.

18. Language.

- a) The language of the present Agreement is English.
- b) For the Customer convenience, the Company can provide the Agreement version in a language different from English. The translated version of the Agreement is of a merely informative character.
- c) In case of variant readings of a translated version and the present Agreement in English, the Agreement in English is considered as a prior reference standard.

19. Unauthorised Activities

- a) Introduction It is not permitted to use the services of the Company for an activity that is not authorised. In using the services of the Company, you agree and acknowledge that you will not use our products and services for any Unauthorised Activity. Descriptions of unauthorised activities are listed below.
- b) 'Unauthorised Activity' means any act, including but not limited to:
- c) Money Laundering The concealment of the origins of illegally obtained money, typically by means of money transfers involving foreign banks or legitimate businesses. Evidence that would tend to show the potential of this would include

depositing and withdrawing funds without trading, providing false contact information and providing false documentation.

- d) Arbitrage Arbitrage describes any trading result that is the outcome of actions that either eliminate the risk totally or significantly, usually abusing features provided by the Company.
- e) Use of Unsuitable Documentation Documentation is required to be provided by every client proving their identity and permanent residential address. Additionally, verification of a payment method, such as a credit card, may also be required. Unsuitable documentation may include fake, forged or altered documentation, which extends to alterations made physically or with alterations made by a computer to a photograph or scan.
- f) Hedging in bad faith Hedging is a strategy used in limiting or offsetting probability of loss from fluctuations in the prices of commodities, currencies, or securities. In effect, hedging in bad faith is the employment of various techniques but, basically taking equal and opposite positions in the same Financial Product or a Financial Product highly correlated at near the same time, indicating no interest in genuine trading. This can happen over a single account or over multiple accounts.
- g) Use of excessive leverage Excessive leverage is the opening of a position that requires a margin that is nearly all of the free balance. This strategy significantly heightens the danger of the clients' account ending up in a sizeable negative balance.
- h) Trading on off-market quotes It is not permitted to conduct an activity involving the purchase of Financial Products of any price other than the market price at that instant.
- i) Churning Churning means excessive trading aiming to generate commissions. While there is no quantitative measure for churning, frequent buying and selling of securities that does little to meet the client's investment objectives may be construed as evidence of churning.
- j) News Gap and Break Gap Trading Abuse All products observe a break either intraday, daily or weekly. It is the norm that the last price before the break and the first price after the break to be significantly different. This difference, also known as a 'gap', means there is no market (no tradable prices) in that range. A gap can also be the outcome of news release. The Company is proud to offer a guaranteed stop loss, take profit, pending order execution and negative balance protection to protect and enhance the trading of its clients. Nonetheless, it is prohibited to use these features in bad faith. Examples where these features are used in bad faith are:

- i) Positions opened minutes or even seconds before the break or news release, in an attempt to generate profits without the risk of market moves.
 - ii) Positions that are large enough compared to the balance of the account, in an attempt to either generate profits or end up in a negative balance, which the company pays on your behalf.
 - iii) Simultaneous positions in the opposite direction (pending or market orders), indicating no interest in the market direction but interested in generating profits due to the guaranteed stop loss and/or negative balance.
- k) Multiple Account Operation Clients may not trade using the accounts of others or allow others to trade using their account.iii Evidence of this activity includes
- i) accounts operating from the same location,
 - ii) using/indicating the same IP address,
 - iii) multiple accounts displaying the same deposit and withdrawal patterns, or
 - iv) accounts showing similar or identical trading patterns. Where this activity is discovered, the Company reserves the right to close the affected accounts and all related open trading positions.
- l) Action The Company reserves the right to take the appropriate action in circumstances where the terms and conditions of this agreement have been breached. The consequences of breaching one or more or similar of the conditions, deemed as 'unauthorized activities', could mean the suspension or closure of trades, the return of funds deposited, and/or the suspension or closure of your account.

20. Harvest Markets Platform

- a) The Harvest Markets Platform provides a possibility for execution of certain transactions. Furthermore, details regarding Accounts, Confirmations and messages from us to you may be available on the Harvest Markets Platform:
- i) We are not liable to you for any loss, expense, cost or liability suffered or incurred by you due to failure of the system, transmission failure or delays or similar technical errors whether or not the error might be due to factors under our control;
 - ii) we are not liable to you for any removal of profits or losses you might suffer due to errors in quotes which are the result of our typing errors or feed errors committed or our erroneous perception of information entered into the system by you;
 - iii) we are entitled to make the necessary corrections in your Account according to market value of the Underlying Instrument in question at the time when the error occurred;
 - iv) we may offer real-time tradable prices to you. Due to delayed transmission between you and us, the price offered by us may have changed before an Order from you is received by us. If automatic Order execution is offered to

- you, we are entitled to change the price on which the Order is executed to the market value at the time at which the Order from you was received;
- v) the Harvest Markets Platform may be available in several versions, which may be differentiated in various aspects including, but not limited to the level of security applied, products and services available. We are not liable to you for any loss, expense, cost or liability suffered or incurred by you due to you using a version different from our standard version with all available updates installed;
 - vi) you are responsible for all Orders, and for the accuracy of all information, sent via the Harvest Markets Platform using your name, password or any other personal identification means implemented to identify you;
 - vii) you are obliged to keep passwords secret and ensure that third parties do not obtain access to your trading facilities;
 - viii) you are liable to us for Contracts executed by means of your password even if such use might be unauthorised or wrongful; and
 - ix) regardless of the fact that the Harvest Markets Platform might confirm that a Contract is executed immediately when you transmit instructions via the Harvest Markets Platform, the Confirmation forwarded by us or made available to you on the Harvest Markets Platform constitutes our confirmation of a Contract.