

# VESTRADO TERMS AND CONDITION

Last update [May 2023]



## Terms And Conditions **Trading Cfd Services**

VESTRADO Limited is registered under registration number 25911 BC 2020 and authorized by Business Companies (Amendment and Consolidation) ACT, Chapter 149 of the revised laws of St Vincent & Grenadines 2009 for trading in financial and commodity-based derivative instruments and other securities; and other associated parties issued these Terms and Conditions on the provision of Payment Services and Investment Services in relation to Financial Instruments ("Terms and Conditions").

### **I. Definitions**

For the purposes of these Terms and Conditions and of all the documentation forming an integral part of the Contract and attached and/or annexed to the Contract, the terms used herein and in such documentation shall have the following meanings:

1. "Agent" shall mean a third person acting on behalf of a Client based on either a contractual relationship between clients or the third person (Power of Attorney) or a binding decision of authority stating that the third person is a legal representative of the Client.
  2. "AML Policy" shall mean a set of internal rules and measures imposed upon the employees of VESTRADO with the purpose of abiding to and/or being compliant with applicable laws on the prevention of money laundering and terrorist financing. Such measures include the Know Your Customer policy, ongoing monitoring of Clients' data and Transactions, and other rules as described on VESTRADO's Website 3.
- "Authorized Person" shall mean a person, who is formally and properly empowered to legally represent a Client in respect of duties associated with their office at the time of proposing acts, entering orders or in other way dealing with VESTRADO.



4. "VESTRADO's Account" shall mean an account opened with another financial institution in the name of VESTRADO under the conditions described in Article V. point

*8. Of these Terms and Conditions. The number of such accounts is communicated to the Client during the process of entering into a Contract.*

5. "VESTRADO's Website" shall mean a website found and run by VESTRADO, which contains updated information about VESTRADO and its services. The website can be found at the following address: [www.vestrado.com](http://www.vestrado.com).

6. "Client" means any person, who has in their own name entered into a Contract (as this is defined below) and so established legal rights and obligations between himself and VESTRADO arising from and in compliance with the Contract and other documents, which are declared to be integral part of the Contract.

7. "Client Account" shall mean an account opened with VESTRADO solely in the name of the Client after entering into a Contract for the purpose of registering the balance and all Transactions concerning funds of the Client.

8. "Complementary Services" shall mean services that are related to and accompany Investment Services. Complementary services are provided by VESTRADO without further notice or special consideration from the Client whenever such services are necessary to enable or facilitate the provision of Investment Services.

9. "Conflict of Interest" shall mean a situation in which there is a potential of weakening impartiality of one of the parties to the Contract because of a discrepancy between the party's interest concerning the Contract and other professional or self-interest. It also means cases of discrepancy between parties' interests and public interest.



10. "Contract" shall mean the applicable contractual framework in relation to financial services provided by VESTRADO. It is entered into by VESTRADO and the Client and includes the legal documentation considered to be an integral part of the Contract, namely account application filled by the Client, these Terms and Conditions, Full Risk Warning, Anti Money Laundering Policy, Trading Execution, FATCA & CRS and Privacy Policy as updated from time to time and available on VESTRADO website.

9. "Credit" shall mean a fictional amount assigned to Meta Trader's platform. This amount increases the value of equity.

10. "Currency" shall mean a medium of exchange in the form of money, which is issued by a government and circulated within an economy. Currency is the basis for trade on the foreign exchange market.

11. "Exchange Rate" shall mean the rate between two currencies in which one currency will be exchanged for another.

12. "Financial Instrument" shall mean an investment instrument in the form of a real or virtual document representing a legal agreement involving some sort of monetary value.

13. "Incorrect Quotation" shall mean prices of Financial Instruments provided to the Client that are significantly different from the prices of their underlying instruments as provided by the VESTRADO's liquidity provider.

14. "Introducing Partner" shall mean a person acting as a tied agent in respect of referring clients to VESTRADO based on a contractual relationship between VESTRADO and such person. Unless stated otherwise in the agreement between VESTRADO and such person, the Introducing Partner has no right to act in the name of VESTRADO.

15. "Investment Services" shall mean trading in commodity-based derivative instruments and other securities.



16. "Investment Questionnaire" shall mean a series of questions concerning the potential Client's financial background, trading experience, knowledge plans, and investment goals.

17. "Joint Account" shall mean a Client Account owned by two or more persons, all of them acting as one Client.

18. "Leverage" shall mean the use of borrowed capital to be able to make larger trades with a limited amount of money.

19. "Login" shall mean a unique username, which allows Clients to access the Trading System, and further allows access into the Trading System after entering the username and Password.

20. "Market Data" shall mean in a particular stream of Quotations and market information by VESTRADO to the client.

21. "Market Execution" shall mean the method of execution when the Clients are opening or closing their position(s), these orders go to the open market where they are filled at the best available price. There is a delay before the trade is placed and when it is filled. This method of execution does not allow stop-loss and profit from orders will be specified and set at the moment of placing a new trade.

22. "My VESTRADO" shall be a means of distant communication for the purpose of facilitating the process of entering into the Contract, management of Client Account, and gathering necessary information about VESTRADO's Clients. My VESTRADO forms a significant part of the Trading System.

23. "Opening Position" shall mean the process of establishing or entering into a trade. Once this process is started, legal rights and obligations related to the concerned trade arise. Once this process is successfully completed, an open position is established.

24. "Password" shall mean a sequence of characters, which is used to determine a person requesting access to the Trading System.

25. "Position Closing" shall mean the process of termination of an opened position. Once this process is successfully completed, legal



rights and obligations related to the concerned position terminate together with the position, which position is then considered closed.

26. "Power of Attorney" shall mean a written authorization of a third person to represent Client and act on Client's behalf. Any document suiting the definition in the previous sentence falls within this term, no matter how such a document is actually named.

27. "Platform" shall mean a specific software provided by VESTRADO, through which investors and traders can order and execute the process of Opening Positions, Closing Positions, or in other ways managing their positions and entering Transaction Orders. Platforms form a significant part of the Trading System.

28. "Politically Exposed Person" shall mean an individual who has been entrusted with a prominent public function, such person's close relative or any person known to be close associate of that Politically Exposed Person. A politically Exposed Person is defined in Anti-Money Laundering Act, 2006.

29. "Quotation" shall mean specified prices of Financial Instruments offered at a specific time to the Client.

30. "Spread" shall mean a variable difference between the price, at which a client may buy and sell a particular Financial Instrument. This variable spread varies within a certain range. This range is movable according to the internal bank market.

31. "Technology Provider" shall mean a third person providing VESTRADO with necessary technical means based on a contractual relationship between such person and VESTRADO. Technology Provider is not an employee of VESTRADO. 34. "Trading Hours" shall mean time frames during which the transactions on a particular Financial Instrument can be executed Trading Hours of VESTRADO are generally from Sunday 5:15 PM (EST) through Friday 4:00 PM (EST).

35. "Trading System" shall mean a complex of software and internet-based applications provided by VESTRADO to the Client in a way of connecting to the dedicated servers designated for that purpose by



VESTRADO, facilitating the process of provision of Investment and Supplementary Services.

36. "Transaction" shall mean an agreement between two parties (the buyer and the seller). It states that the seller will pay the buyer the difference between the current value of an asset and its value at "contract time". If the difference is negative, the buyer pays the seller instead

37. "Transaction Account" shall mean one or more accounts, which meet the requirements set in Article IV. point 8. letter b) of this document which has successfully passed the process of Verification.

38. "Transaction Confirmation" shall mean an automatic written confirmation of the successful execution of the Transaction. The confirmation is generated by the Trading System and shows up in the list of Transactions within the Client Account.

39. "Transaction Credit Card" shall mean one or more credit or debit cards, which meet the requirements set in Article IV. point 8. letter a) of these Terms and Conditions and which have successfully passed the process of Verification.

40. "Transaction Margin" shall mean collateral in the form of monetary funds, which is necessary to be provided by the Client for the particular opened position.

41. "Transaction Order" shall mean an order placed by Client for VESTRADO to conclude a Transaction.

42. "Unavoidable Circumstances" shall mean circumstances that arise independently of the will of the party obliged under the Contract and which prevent this party of Contract from performing its obligation, provided that it cannot be reasonably expected that the obliged. party could overcome such circumstances or its consequences, and further, the occurrence of the circumstances was unpredictable at the time when the obliged party undertook to perform the obligation.

43. "Verification" shall mean the process or act of checking and potentially confirming the truth and validity of the information



provided by Client to VESTRADO. Such information concerns the Client's background, personal (and corporate, if applicable), and account details and are verified by requested documentation, as described herein and in the Contract. Without due and successful Verification, the Contract cannot be entered into.

44. "Event of Default" shall mean either one of the events of default described under Article XV. of these Terms and Conditions and/or an action or circumstance that causes a lender to demand full repayment of an outstanding balance sooner than it was originally due.

## II. General Statements and Provisions

1. These Terms and Conditions govern the rights and obligations of the Client and VESTRADO arising from the Contract. As agreed in the account application, the Terms and Conditions are an integral part of it and as a consequence, both parties hereby agree and declare that they shall respect the rights of the other party and perform their own respective obligations duly, properly, and with reasonably expectable care. Unless stipulated otherwise herein, in the Contract, or in the other documentation governing the legal relationship between VESTRADO and Client, or unless agreed otherwise upon by the parties, the rights must be respected and obligations performed since the Contract is entered into and until the Contract is terminated with respect to conditions of terminations stated herein and in the Contract.
2. Any time in this document that the term "Contract" is referred to, unless stated otherwise such referral also includes other documents, forming an integral part of the Contract and are listed in the body of the Contract.
3. In this document depending on the context masculine might include feminine and neuter, singular includes plural, and vice versa.
4. VESTRADO reserves the right to modify these Terms and Conditions unilaterally. No written amendment is required for such





modification. VESTRADO undertakes that these changes do not cause a fundamental change or deterioration of the status of a client. Any such change can arise only with regard to the legitimate interests of the counterparties. Unilateral change becomes effective when published. Any potential fundamental change shall be done in writing.

5. Both parties hereby represent and warrant that when dealing with the other party concerning any matter arising out of the Contract, all the information they provide shall be truthful and their acts and statements shall be in full accordance with the applicable law agreed upon in Article XIX. of this document.

6. The Client hereby represents and declares, that the entire Terms & Conditions were clear and understandable to them, were introduced to them, they read it carefully, were agreed thereto, and became bound by its provisions.

7. The Client further represents and declares that by entering into this Contract and the Terms and Conditions he becomes bound by the same. This document is an expression of their free, serious, and definite will, not concluded under any adverse impacts or disadvantageous circumstances.

8. VESTRADO reserves the right to assign its obligations hereunder to any Third Party without any consent of the Client. The client cannot assign any rights or obligations under this Contract to any Third Party without written consent by VESTRADO.

### III. Agents, Community Property, and Joint Account

1. In the event an Agent is acting on behalf of Client, VESTRADO shall request all information and documents necessary for the identity Verification of such Agent (see Article IV. point 6., if the Agent is an



individual or Article IV. point 7., if the Agent is a legal entity) and rights of such Agent in respect for acting on behalf of the Client in the following situations:

- a) While dealing with the Agent for the first time;
  - b) While any of the provided data or documents will have expired;
  - c) Any other time VESTRADO considers it necessary to fulfill the requirements set by its AML Policy.
2. The provided documents must further provide a satisfactory legal base for the Agent to execute the proposed act; otherwise, VESTRADO shall reject such act.
3. In case the rights of the Agent in the event described in point 1. of this Article are based on a Power of Attorney, VESTRADO may, at its sole discretion, require the signature of the Client as a principal on the Power of Attorney to be authorized by a public notary and the Power of Attorney to be apostilled and super legalized. In case the rights of the Agent in a situation described in point 1. of this Article are based on Power of Attorney, the Power of Attorney must include:
- a) Detailed personal data of Client;
  - b) Detailed personal data of Agent;
  - c) Precisely defined scope of acts), to which the Agent is authorized;
  - d) Signature of Client as a principal.
4. In case VESTRADO concludes a single Contract with more than one person, having joint property (and bank account, as applicable) and acting as a Client, the following conditions apply:
- a) VESTRADO requires identification and verification of the identity of both persons in accordance with Article IV. point 6. of this document;
  - b) VESTRADO may require additional documentation proving that the provided funds, Transaction Account(s), or Transaction Credit Card (s) are part of the joint property;



- c) Each of the persons, owning the Joint Account, shall be considered as a co-owner of the Client Account, as well as joint creditor and joint debtor for the purposes of rights and obligations arising out of the Contract;
- d) Each of the co-owners of the Joint Account has the right, in general, to control the Client Account and has a disposition right to the funds thereon. In some cases, however, VESTRADO has the right to refuse or reject orders or proposals, made by any of the co-owners, unless consent of the other co-owners) is provided in writing; e) Even if the communication is held with one of the co-owners, the right to object against such communication shall be granted to each of the co-owner.
5. The conditions set in point 4 above apply to the cases of Joint Accounts, apart from letter e) accordingly.
6. The situation in point 1 above does not liberate the Client or the Agent from the obligation to provide information and documents that are considered necessary to identify and verify the identity of the Client in compliance with this document.

#### IV. Conclusion of Contract

1. The Contract is essential for the existence of legal rights and obligations of parties to the Contract arising thereof. Such rights and obligations come into existence at the moment of the conclusion of the Contract. These Terms and Conditions are an integral part of the Contract.
2. The Client hereby acknowledges that by the moment of conclusion of this Contract, there are no legal rights and obligations established between the Client and VESTRADO, unless expressly stated otherwise herein or in the Contract.
3. The Contract is considered to be concluded when the trading account is opened for the Client.



4. The conclusion of the Contract is considered defective if any party to the Contract was not aware thereof and was not supposed to be reasonably expected to know such fact, including but not limited to one or more of the following situations:

- a) Provision of false, untrue information by the other party or provision of information of misleading nature in any other way by such party;
- b) Missing true will of the other party to enter into Contract;
- c) The other party suffers a lack of legal capacity to enter into the Contract at the time of its conclusion.

5. Consequences of such defective conclusion of the Contract shall be as described in Article XIV. point 6. of this document.

6. For the purpose of executing the process of Verification, the potential Client individual must fulfill the following requirements within the registration form and My VESTRADO:

- a) Choosing and entering Password for the access of a potential Client Account;
- b) Entering their personal data - full name, residence address, nationality, date & place of birth, telephone number and email address;
- c) Stating whether they are a Politically Exposed Person;
- d) Stating whether they are FATCA reportable;
- e) Filling in the Investment Questionnaire;
- f) Uploading photocopies of Proof of Identity documents within the registration form or into My VESTRADO, which shall prove the truthfulness of personal data entered by potential Client as described under letter (b) which have further been issued by public authority and shall include a photo of Client;
- g) Uploading photocopy of Proof of Residence documents within the registration form or into My VESTRADO, which shall



prove the truthfulness of personal data entered by potential Client; h) Choosing Trading Platform.

An exception to the requirement stated under point 6. is the Smart Onboarding System where the client is not required to provide documentation or details under letters e) and g) of this point, unless the Client deposits over USD 1,000 cumulative amount at which point they are obliged to meet each requirement of point 6.

7. For the purpose of executing the process of Verification, the potential Client-entity (legal person), shall fulfill the following requirements within My VESTRADO:

- a) Entering Password for the access of a potential Client Account;
- b) Entering company details: name, seat address, date of incorporation, company ID, telephone number, email address, and nature of business;
- c) Entering personal data of any Authorized Person, acting on behalf of such potential Client - full name, residence address, nationality, and legal position;
- d) Filling in an Investment Questionnaire;
- e) Uploading photocopies of Proof of Identity and Proof of Residence documents into My VESTRADO, which shall prove the truthfulness of personal data of potential Client's Authorized Person as described under letter c), which have further been issued by public authority and shall include a photo of the Authorized Person;
- f) Uploading photocopy of the following documents into My VESTRADO (proof of existence, list of Authorized Persons, and list of owners together with the distribution of shares), which shall prove the truthfulness of company details as described under letter (b) and which have further been issued by public authority;
- g) Choosing trading Platforms);



8. For the purpose of executing the process of Verification, any potential Client, depending on the selected first deposit method, shall provide a photocopy of the following documentation:

- a) In the event of using a credit card for the first deposit, a document proving the number of such credit card, that such credit card is valid and held in the name of a potential Client, issued by an authorized credit institution and connected to such account opened with this institution; or
- b) In the event of using a wire transfer for the first deposit, a document proving the existence and number of accounts open with a credit institution, held in the name of a potential Client.

9. The Client hereby acknowledges and agrees that due to VESTRADO'S AML Policy, each deposit must be made by credit card or account held in the name of the Client exclusively, while such credit card or account details must be indicated in My VESTRADO prior to making the deposit, as described in point 8. of this Article.

10. VESTRADO shall examine the data, provided based on points 6. to 9. of this Article, on a regular basis.

11. Potential Client hereby acknowledges that in the event VESTRADO does not consider the information or documents provided by potential Client in compliance with points 6. to 9. of this Article, in its sole discretion, as satisfactory with regard to VESTRADO AML Policy, VESTRADO may require additional information or documents from such potential Client before the conclusion of this Contract.

12. If the potential Client fulfills the requirement described in points 6. to 9. of this Article successfully, VESTRADO shall send a confirmation of such fact to the Client within two working days via email, provide the Client with full access to their Client Account, and allow Client to execute Transaction Orders.



## V. Client Account

1. VESTRADO hereby represents and warrants that while dealing with any monetary funds or other assets of Client, it shall act prudently and with due professional care. Furthermore, VESTRADO shall not disclose any confidential information and facts related to Client Account to third parties, unless it's:

- a) necessary for the performance of obligations under this contract; or
- b) necessary for the purposes described in Article XII. Of this document or other actions required by the authorities, administrative bodies, or courts; or c) expressly permitted by the Client in writing.

2. The information, documents, and data provided by the Client in accordance with Article.

## IV. Points 6. or 7. are parts of the Client Account. The Client is obliged to inform

VESTRADO about any changes in such information, and documents of data. It is Client's obligation to provide VESTRADO with up-to-date information and support the information with corresponding documents. If possible, e. g. in cases including, but not limited to, expiration of proof of residence or ID card, the Client is obliged to fulfill this obligation prior to the effectiveness of such change, otherwise without due delay.

3. As stated and agreed by the parties in hereunder and under the conditions specified herein, VESTRADO shall open, maintain, and manage a Client Account for the Client.

4. The Client Account shall be maintained and all operations concerning the Client Account shall be made by both parties of the



Contract via My VESTRADO, unless expressly stated herein or in the Contract.

5. The Client Account is accessible through My VESTRADO after entering the pre-set Login and Password by Client. The Client hereby acknowledges and agrees that he is the only person authorized and permitted to manage the Client Account with respect to entering Transaction Orders, changing or updating personal data, and in other ways performing rights and obligations arising from the Contract and this document.

6. Client Account is held in a Currency chosen by the Client at the time of conclusion of this Contract. The full range of Currencies, in which the Client Account may be held, depends on the current offer of VESTRADO.

7. No interest is accrued or debited in relation to the funds and deposits made to the Client Account.

8. The Client hereby acknowledges that the funds deposited by the Client on the Client Account are kept in one or more accounts held with a financial institution on behalf of VESTRADO. The selection of a specific financial institution, with which such accounts are held, is solely within VESTRADO's discretion. However, such a choice shall be made in accordance with Article V. point 1.

9. The Client is obliged to notify VESTRADO about any suspicion or awareness of potential unauthorized use of the Password to the Client Account without delay. In such a case VESTRADO shall disable Client Account without undue delay.

10. The Client may request a revision of any non-executed transaction. Such revision may be carried out only on the basis of justified reasons (so a reasonable concern of incorrect calculation, non-execution, etc.). However, if the client's request proves to be inadequate and unjustified, VESTRADO may, at its own discretion, charge \$100 (one hundred U.S. dollars) per revision. In the event, that such revision proves that such request of the client was justified and the transaction non-executed, VESTRADO shall bear the costs of such revision.





## VI. Transaction Account and Credit Card

1. Any credit card or account, from which the first deposit to the Client Account is successfully made, is authorized automatically as a Transaction Account/Transaction Credit Card.
2. To add a new Transaction Account or Transaction Credit Card to the register in My VESTRADO, the Client must provide the documentation necessary for the Verification of the account/credit card, as described in Article IV. point 8. letter a) or b) of this document.

## VII. Funds

1. The funds deposited in the client account may be used by VESTRADO solely for the following purposes:
  - a) Settlement of Transactions;
  - b) Settlement of fees and commissions charged in accordance with conditions set up by each Platform;
  - c) Coverage of Transaction Margin;
  - d) Withdrawal of funds;
  - e) Conclusion of new Transactions;
  - f) Collateral/security deposit.
2. The Client hereby acknowledges that in case the amount of funds on the Client Account is not satisfactory for settlement of all orders entered by the Client, the order of the list presented in point 1. reflects the priority for usage of funds on the Client Account and prospective newly deposited funds.
3. The Client further acknowledges and agrees to the following terms and conditions concerning deposits of funds:
  - a) All deposits must only be made from Transaction Account(s) or Transaction Credit Card(s), otherwise they will be rejected by VESTRADO;



- b) The deposits must be made and the corresponding funds must be sent only in the Currency, in which the Client Account is maintained;
  - c) The deposited funds shall become available within the Client Account after VESTRADO receives a confirmation from the bank of the funds being credited to VESTRADO's Account. When such confirmation is received, VESTRADO shall make funds accessible without undue delay
4. The Client hereby acknowledges and agrees to the following terms and conditions concerning withdrawals of funds:
- a) A request for withdrawal can be filled only (1) in writing by using a withdrawal form, which can be found on VESTRADO 's Website, or (2) via My VESTRADO by entering the corresponding information specified therein;
  - b) All withdrawals must only be made to Transaction Account(s) or otherwise the request for withdrawal will be rejected by VESTRADO;
  - c) The request shall further be rejected by VESTRADO in case the requested amount exceeds the minimum Transaction Margin required for the currently opened position. The request shall further be rejected by VESTRADO in case the person placing the request is not duly authorized or their authenticity is disputable;
  - d) The withdrawals are executed and the corresponding funds are sent to the Transaction Account only in the Currency, in which the Client Account is held;
  - e) VESTRADO reserves the maximum period of five working days, starting at the moment of placing a withdrawal request by Client before the funds are transferred to the Transaction Account of Client. The period serves for Verification of the person placing the request and the amount of funds remaining on the Client



Account. The withdrawal orders are thought to be executed by VESTRADO without undue delay.

5. The Client hereby acknowledges that in the event that VESTRADO receives a request for refund or chargeback of funds already credited to VESTRADO 's Account, no matter whether such request comes from the Client or a financial institution, with which Client's Transaction Account is opened, such request can only be satisfied up to the amount of funds remaining and being available on Client Account at the moment of delivery of the request to VESTRADO. VESTRADO has no responsibility and shall not refund or charge back any loss caused by unsuccessful trading or spent on charges.

1. The Client hereby acknowledges and agrees that all transactions between Client and VESTRADO shall be performed by wire transfer or other method in which VESTRADO is in compliance with VESTRADO's AML Policy and VESTRADO can verify the identity of the Client or take other measures under its AML Policy. VESTRADO may not accept deposits to the Client Account from the third-party account; neither may Vestrado withdraw any funds from the Client Account to any third-party account.

2. The Client hereby acknowledges that any chargebacks or refunds shall only be made to the Transaction Account or via the Transaction Credit Card.

3. On certain occasions, the Client shall be awarded bonuses in the form of Credit. This Credit shall be removed anytime according to the decision of VESTRADO. The Client is not entitled to the legal claim of Credit assignation. Detailed descriptions shall be found in the special terms and conditions of each bonus promotion.

4. The Client hereby acknowledges and authorizes VESTRADO to use their funds as collateral/security deposit to Third Party Service providers.

## VIII. Communication



1. Unless stated otherwise, any communication between VESTRADO and Client, related to this Contract and its scope in any way, shall be done orally, by phone, email, or other electronic means including My VESTRADO, or by correspondence.
2. Notwithstanding point 1. of this Article and unless stated otherwise in this document, any amendments or supplements to the Contract and related documents must be made in writing, agreed upon by both parties and attached to the Contract.
3. Any communication from VESTRADO shall not be deemed effective unless served to the Client. Any communication from the Client shall not be deemed effective unless accepted by VESTRADO.
4. The language used in the Contract, related documents, and their amendments shall be the English language. Whenever the Client is required to provide any document to VESTRADO, such document must be in English language, unless required otherwise by VESTRADO or tacitly accepted.
5. The Client hereby acknowledges and agrees that VESTRADO makes, saves, and keeps records of all communication as described in point 1. of this Article, regardless of whether such communication is made by phone, in writing, via My VESTRADO or in any other way. The content of such communication shall be considered confidential and serves only for the purpose of evidence and to comply with VESTRADO'S AML Policy.
6. Whenever a communication as described in point 1. of this Article is carried out by email, the Client must use only one dedicated email address.
7. Actual contact information and details of VESTRADO are indicated and listed on VESTRADO's website while VESTRADO has the right to change them in accordance with other provisions of this document anytime without any notice to the Client.

## IX. Trading



1. The Client hereby acknowledges that for the purpose of any Opening Transaction, the Client is obliged to provide a Transaction Margin under the following conditions:

- a) The required amount of funds used as Transaction Margin shall be calculated as a percentage of the nominal value of the Transaction. Such percentage varies depending on the type of Financial Instrument and its actual Exchange Rate, therefore might be subject to frequent changes and the provided Leverage;
- b) The Transaction Margin must be provided to the Client in the Currency of the Client's Account;
- c) The funds used as Transaction Margin shall be blocked during holding position and accordingly shall not be available to the Client;
- d) VESTRADO has the right to change the required Transaction Margin. The client must be informed about the fact without undue delay;
- e) The Client is obliged to maintain the amount of funds on the Client Account higher than the required Transaction Margin for their opened positions. In case the amount of funds on the Client Account falls below the required Transaction Margin for opened positions, the Client is obliged to deposit additional funds on the Client Account or close one or more positions in order to reduce the risk of falling below the required Transaction Margin without undue delay;
- f) Client hereby agrees that whenever the amount of funds on Client Account falls below 50% of the required Transaction Margin for opened positions, VESTRADO has the right to close one or more open positions of the Client without Client's consent in order to reduce sufficiently the required Transaction Margin. Client shall be notified about this fact without undue delay;
- g) VESTRADO offers clients a negative balance protection that does not charge loss exceeding the margin when the set position cannot be closed and the margin becomes negative in an irregular situation such



as the concentration of market order. Margin negative will be resolved within 7 business days and the equity will return to "0". In the event such balance is not brought back to 0 from negative, the Client shall contact VESTRADO;

h) VESTRADO reserves the right to apply changes to and amend the leverage ratio (i.e. decrease or increase the leverage ratio), at its sole discretion and without any notification, case by case on any account of the client as deemed necessary by VESTRADO.

2. VESTRADO shall provide the Client with a systematic Quotation of prices of Financial Instruments, providing the buying price, selling price, and the amount of Spreads of each Financial Instrument. Current Spreads and prices are passed to the Client through the Trading System and accessible on VESTRADO's Website.

3. VESTRADO has the right to suspend Quotation and trading on a specific Financial Instrument in the cases including, but not limited to, suspension of trading on an underlying instrument or force majeure as described herein.

4. VESTRADO has further the right to modify Spreads without any notice to the Client.

5. The Client acknowledges and agrees that VESTRADO uses the Market Execution method.

6. VESTRADO may at its sole discretion, while making reasonable efforts for post-notification, alter, refuse to transmit or execute any transaction or revoke an executed transaction in particular in the following cases:

- a) The transactions were executed by arbitrage/ exploitation of market failures, off-market rates, or any other abusive technique as determined by VESTRADO;
- b) A technical problem withheld the transaction from being executed as desired;
- c) A liquidity provider has cancelled or altered the transaction with VESTRADO; and/or



d) The transaction covering was executed with the liquidity provider. VESTRADO is also entitled, at any time and at its discretion, without giving any notice or explanation to the Client, to decline or refuse to transmit or arrange for the execution of any Order, Request, or instruction of the Client.

7. A Transaction order can only be entered within the trading Platform under the conditions set in Article IX.

8. VESTRADO has the right to refuse Opening Position in its sole discretion and without any responsibility for the amount of both actual damage and lost profit of the Client.

9. Unless stated otherwise herein or executed by VESTRADO without due diligence or inconsistently with the orders of Client, Client has full responsibility for any Transaction Order, other instruction, or disposition executed within Client Account.

10. The client is able to place to the Trading System only Transaction Orders, which are allowed by VESTRADO. Such Transaction Orders include but are not limited to, stop orders, limit orders, or contingency orders. The current offer of Transaction Orders allowed by VESTRADO can be changed by VESTRADO without any notice to the Client.

11. Any single Transaction Order may refer only to the buying or selling of one particular Financial Instrument.

12. In order to achieve validity, any Transaction Order shall contain at least the name of Client and identification of Client Account, type of Financial Instrument, date and time of placement of an order, volume of

Financial Instrument, type, and number of an order. A valid Transaction Order can only be modified before its execution unless stated otherwise herein.

13. Client hereby acknowledges that any Transaction Order shall be executed only when Client has a sufficient amount of funds on Client Account to establish Transaction Margin, otherwise, the Transaction Order will be rejected.

14. Any Position Closing shall result in the termination of all rights and obligations arising from such previously open position unless stated otherwise



herein. The financial result of the Closing Position is settled by VESTRADO on the day of closing.

## X. Charges

1. Actual fees & charges, applicable within the relationship between VESTRADO and the Client are indicated in the respective list of fees & charges on VESTRADO'S Website.
2. VESTRADO has the right to change such fees & charges and add or revoke new fees & charges upon written notice to the Client, which must be sent to the Client at least one week before the change to the charges is applied for the first time.
3. For any Transaction Order or other act made by Client, from which charges might arise, the amount charged to the Client shall be counted accordingly to the relevant list of charges, which was valid at the time of entering Transaction Order or other act, from which the charges might arise.
4. Data feed charge: VESTRADO reserves the right to levy a reasonable charge to reflect our costs in making real-time prices available to you on your Account if you repeatedly access your Account over an extended period without placing any Orders and executing trades on the Account.

## XI. Islamic Accounts

1. Islamic Accounts, also known as swap-free accounts, offer trading with instruments, offered by VESTRADO, in order to be in compliance with the Sharia Law, as they imply no swap or rollover interest on overnight positions. Islamic Account is completely swap-free for as long as the account is open and it should only be requested and made available for traders who are followers of this Islamic tradition. (hereinafter referred to only as the "Islamic Account").
2. VESTRADO reserves the right to request any proof of religion or respective declaration with regard to the client's request for an Islamic Account. By accepting these terms & conditions for Islamic Accounts, the client hereby confirms that any potential disadvantage, arising out of the swap-free accounts or in relation thereto, will be considered a prerequisite for the purpose of





compliance with Sharia law and interpretation, and may not be considered any form of discrimination.

3. Islamic Accounts can be open for both, the ECN type of account as well as for the Standard type of account.

4. Islamic Accounts will not be charged by swaps; however, all other rules apply as described in the general Terms and Conditions, available on VESTRADO's Website, and special commissions applicable to Islamic Accounts.

5. In case a Client has more real trading accounts, by submitting an Islamic account request and following its approval, all of the Client's trading accounts shall have Islamic status (no swaps applicable).

A Client cannot have both an Islamic and a non-Islamic account with VESTRADO at the same time.

6. VESTRADO reserves the right to decline an Islamic request, without providing any explanation/justification to the applicant for an Islamic Account.

7. VESTRADO reserves the right to revoke the Swap-free status granted to any real trading Account at any time without being obliged to provide any explanation or justification. Furthermore, in the event that VESTRADO shall detect any form of abuse, fraud, manipulation, cashback arbitrage, carry trades, or other forms of deceitful or fraudulent activity in regard to any Swap-free Account of any Client, VESTRADO reserves the right, at any time to:

- a) To revoke the Swap-free status from any and all real trading Accounts of such Client that have been converted to a Swap-free trading Account;
- b) To correct and recover any un-accrued Swaps and any related unaccrued interest;
- c) expenses and or costs pertaining to any and all of such Client's swap-free trading Accounts during the period for which such Accounts were converted into Swap-free trading Accounts; and/or
- d) To close all trading Accounts of such Client with VESTRADO, nullify all trades carried out in such Client's trading Accounts with



us, and cancel and all profits or losses garnered in such Client's trading Accounts with VESTRADO. All actions described above may be implemented with an immediate effect, without prior notification.

## **XII. Decisions of Authorities or Courts**

1. The Client hereby acknowledges that VESTRADO shall follow and duly fulfill any and all requirements of relevant financial and other authorities or courts and perform any obligations imposed on VESTRADO during the period of performance of its business activities. In case when such requirements or obligations are not consistent with provisions of the Contract, the requirements and obligations imposed by authorities shall prevail and come first with no exceptions.
2. In case VESTRADO acts inconsistently with the provisions of the Contract as a consequence of the situation described in point 1. of this Article, such acts are not considered to be a breach of the Contract and there is no responsibility arising on the side of VESTRADO for any damage or loss caused to the Client.
3. Upon request of a relevant financial authority, VESTRADO may disable the Client's Account immediately and without any prior notice.

## **XIII. Closing of Client Account**

1. Legitimate reasons for closing of Client Account include, but are not limited to:
  - a) Request by Client;
  - b) Obligation imposed by authority as described in Article XII. of this document;
  - c) Suspicious activity on Client Account in respect of the identification of Client, the origin of funds deposited on Client Account, or other matter concerning VESTRADO's AML Policy;
  - d) Reasonable suspicion of any breach of the Contract made from the side of Client;



- e) Reasonable suspicion of any violence of applicable law, rule, or regulation made from the side of Client;
- f) Inactivity of Client Account for at least three months;
- g) Substantial burdening of the Platform by entering a very high amount of Transaction Orders from the side of the Client.

2. VESTRADO is obliged to explain to the Client the reason for closing the account anytime upon request. The Client hereby acknowledges that VESTRADO has the full right to disable the Client Account anytime without prior notice to the Client and at VESTRADO 's sole discretion.

#### **XIV. Termination of Contract**

1. Upon an effective termination of the Contract the following amounts to be paid by the Client become due and payable:
  - a) All outstanding fees, commissions, and charges;
  - b) Any expenses arising from the termination of Contract or Closing Position;
  - c) Any other losses or expenses arising from the Contract.
2. The Client hereby acknowledges that termination of the Contract shall not affect any Transaction previously entered into by the Client and shall not relieve any of the parties from any obligation arising out of the Contract and already existing at the time of effective termination of the Contract. VESTRADO shall have the right to cancel, unwind, or relieve the Contractual Parties from any transaction that is based on a breach of Contract or the applicable law.
3. Each of the parties can terminate the Contract with a 1-week (one week) written notice, while such period is initiated at the moment such notice is effectively delivered to the other party.
4. Upon written consent of both parties, the Contract may also be terminated with immediate effect or within a different period than the one stated in point 3. of this Article.



5. In case of termination of the Contract in accordance with points 3. and 4. of this Article by the Client, such termination may occur only if there are no open positions on the Client Account. Otherwise, VESTRADO shall close all open positions on the Client Account at the moment the termination of the Contract comes into effect.

6. VESTRADO has the right to terminate the Contract with immediate effect in case the Client is in breach of any of the provisions of the Contract, in case any statements or representations, provided by Client, are found to be false, untrue, or misleading during the effect of the Contract or whenever a Conflict of Interests arises.

7. In case of the death of Client - individual or in the event of liquidation or insolvency of Client - entity, this Agreement shall terminate automatically on the next business day after the receipt of official evidence of the fact above by VESTRADO.

8. VESTRADO has the right to terminate the Contract with immediate effect if the country of Client's residence appears on the Financial Action Task Force sanction list.

## XV. Default

1. Each of the following constitutes an "Event of Default":
  - a) The failure of the Client to provide any initial Margin and/or hedged Margin, or any other amount due under the Contract;
  - b) The failure of the Client to perform any pecuniary obligation owed to VESTRADO :
  - c) If an application is made in respect of the Client pursuant to the relevant Bankruptcy Laws, as amended or any equivalent act in another Jurisdiction (if the Client is an Individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or



composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;

d) Where any representation or warranty made by the Client is / or becomes false, untrue, or invalid;

e) The Client is unable to pay the Client's debts when they fall due;

f) The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;

g) Any other circumstance where VESTRADO reasonably believes that it is necessary or desirable to take any action set out in the following paragraph;

h) The Client involves VESTRADO in any type of fraudulent or illegal activity;

i) An action set out in the following paragraph is required by a competent regulatory authority or body or court;

j) In cases of material violation by the Client of the requirements established by relevant legislation, such materiality is determined in good faith by VESTRADO :

k) If VESTRADO suspects that the Client is engaged in money laundering activities, terrorist financing, or other criminal activities.

2. If an Event of Default occurs VESTRADO may, at its sole discretion, at any time and without prior Written Notice, take one or more of the following actions:

a) Terminate this Agreement without notice, granting the right to perform any action specified in Article "Termination of Contract" by VESTRADO :

b) combine any Client Accounts, consolidate the Balances in such Client Accounts, and offset those Balances;



- c) close the Client Account;
- d) cease to grant access to VESTRADO 's Online Trading System to the Client;
- e) convert any currency;
- f) suspend, freeze, or close any open positions or reject Orders;
- g) refuse to accept Client Orders;
- h) refuse to open new Client Accounts for the Client;
- i) cancel, unwind, or relieve the Parties to the Contract from any executed transaction.

#### **XVI. Risk Acknowledgement**

1. The client acknowledges and understands that trading and investment on foreign exchange is highly speculative, involves an extreme degree of risk, and is generally appropriate only for persons who can assume the risk of loss in excess of their margin deposit. 2. The client further understands that because of the low Transaction Margin and high

Leverage normally available in foreign currency trading, price changes in foreign currency Contracts may result in significant losses. Such losses may substantially exceed the Client's investment and Transaction Margin deposit. Any profit or loss arising as a result of a fluctuation in the exchange rate affecting trading Currency shall be borne by the Client in full.

3. Client warrants that the Client is willing and able, financially and otherwise, to assume the risk of foreign currency trading, and in consideration of VESTRADO carrying Client Account, Client agrees not to hold VESTRADO and its Technology Providers responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents or representatives.

4. Client hereby acknowledges that any guarantee of profit or loss clearing cannot be given and it is impossible to predict performance in foreign currency trading. Client acknowledges that he has received no such guarantees from VESTRADO or from any of its employees, representatives, or any Introducing



Partner and has not entered into this Contract in consideration of any such guarantees or similar representations.

5. All transactions effected for Client Account and all fluctuations in the market prices of the Contracts carried in Client Account are at Client's risk, and Client shall be solely liable therefore under all circumstances.

Should the Client's account end in debit, the Client warrants that the Client will pay VESTRADO the amount due.

6. VESTRADO shall not be held responsible for any delays or partial or total failures in any online (electronic) trading platforms or any communications facility or other causes beyond VESTRADO 's reasonable direct control.

7. The Client understands and recognizes that the transactions to be conducted pursuant to this Contract are not conducted on a regulated market or exchange.

## **XVII. Indemnification**

1. The Client agrees to defend, indemnify, and hold VESTRADO, its Technology Providers, affiliates, and their respective employees, agents, successors, and assigns harmless from and against any and all liabilities, losses, damages, costs, and expenses, including attorney's fees, and other legal expenses, incurred by VESTRADO arising out of the following:

- a) Client's failure to perform their obligations in full arising out of the Contract properly and on time;
- b) In case any of the representations and warranties made by Client herein or at any time are found to be untrue or incorrect;
- c) Violation by Client of any applicable law, rule, or regulation;
- d) Gross negligence or any wilful misconduct by the Client.

2. Unless expressly stated herein, Client also agrees to pay all damages, costs, and expenses, including attorney's fees, incurred by VESTRADO in the enforcement of any of the provisions of the Contract or any other agreements concluded between VESTRADO and Client and any Transaction executed based



on the Contract, to VESTRADO without delay. The Client's obligation stated in this point arises upon the incurrence of the said costs.

### **XVIII. Data protection**

1. VESTRADO is committed to protecting all personal information of the client, of which it becomes aware in connection with the business cooperation between the client and VESTRADO. In this respect, VESTRADO is governed by the applicable laws, business practices, and good manners.
2. This is not in conflict with provisions of Article XVII. point 1. When VESTRADO provides the client's e-mail address to the relevant Introducing Partner to ensure fast communication.
3. VESTRADO collects personal and non-personal information about the client for business and marketing purposes. Such information shall be shared with affiliates and business partners to transact business effectively and the Client gives VESTRADO express permission to do SO.

### **XIX. Jurisdiction and Governing Law**

1. An applicable substantive law to any dispute, controversy, or claim arising out of or relating to this contract's Payment Clearing Services, the breach, termination, or invalidity thereof, shall be the laws of St Vincent & Grenadines. Investment Services in relation to Financial Instruments shall be governed by the laws of SVG.
- 2 All disputes arising out of or in connection with the actual Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Wien.

### **XX. Representations and Guarantees**

Apart from other representations made by Client herein, the Client further represents and warrants that:

1. If the Client is an individual, they are of sound mind, legal age, and of full legal capacity to enter into the Contract;



2. If the Client is a legal person, it is duly organized, constituted, and validly existing under the applicable laws of the jurisdiction in which the Client is constituted and each individual dealing with VESTRADO in any matter concerning the Contract is duly authorized by the Client;
3. The Contract and its execution shall not violate any law, regulation, bylaw, or policy applicable to the Client or be inconsistent therewith;
4. Any information, documents, or data provided by the Client while entering into the Contract and at any time during the validity and effectiveness of the Contract are accurate, truthful, and not misleading in any formal or material respect;
5. The client is willing and financially able to sustain any loss of funds resulting from Transactions and any services provided under the Contract unless such loss is caused by violation of applicable law or provisions of the Contract, gross negligence, or wilful misconduct from the side of VESTRADO ;
6. The client is the sole beneficial owner of all funds transferred under the Contract and such funds do not derive directly or indirectly from any criminal activity under the applicable laws. The Client has not granted and will not grant any security interest in the Client Account with VESTRADO to any person except VESTRADO without prior written consent of VESTRADO
7. Before the conclusion of the Contract, the Client hereby represents that they have read carefully and fully agreed not only with the Contract and documents forming an integral part of it, but also other documents relevant for the performance of an obligation under the contract including, but not limited to VESTRADO 's AML Policy statement, list of contacts, risk disclaimer or current trading conditions. All of the documents can be accessed through the VESTRADO 's Website.
8. Before the conclusion of the Contract, the Client had the opportunity to conduct simulated trading using VESTRADO 's demo trading Platform for a period that allowed the Client to develop a full understanding of the Trading System and principles of trading.



## XXI. Market Data

1. The Client hereby represents and warrants to VESTRADO that:
  - a) It will limit its use of Market Data solely for Internal Use (as defined below by the Client. "Internal Use" shall mean access to and use of Market Data for the performance of research and analysis, preparation of hardcopy research documents and reports, and for other data processing use, analysis, and distribution to the Client (if an individual) or within Client's own organization (if an entity) but not for redistribution of or the provision of access to, Market Data to any third-party including but not limited to any clients or customers of Client or to any other non-Client persons or entities. A Client-entity shall advise each of its employees having access to Market Data of a proprietary nature to treat such information pursuant to these Terms & Conditions. Client shall not make Market Data provided to them by VESTRADO available to any other Person;
  - b) Client shall display the Market Data within a Closed Environment only to third-party providers, they entered into a legal relationship based on any respective license or any other agreement or arrangement, relating to the use, display, and /or redistribution, as applicable, of such Market Data, while the Client agrees that they maintain all such licenses, agreements and arrangements in full force and effect for so long as it receives the Market Data pursuant to this Agreement.

## XXII. Technical Issues

1. VESTRADO bears no responsibility for any loss that arises as a result of a system failure, including but not limited to:
  - a) Hardware or software failure, malfunction, or misuse either on the client's side or VESTRADO 's or both;



- b) Poor or no internet connection either on the client's side or the VESTRADO 'or both;
- c) Incorrect settings in the client terminal; and
- d) Delayed updates of the client terminal.

### XXIII. Pending/Rejected Deposits.

1. VESTRADO shall inform its client about pending deposits (received, but not credited to trading account yet) within 1 Business Day if there are no issues (suspicious transaction, owner, etc.) that would result in deeper compliance assessment.
2. Client shall provide relevant proof of deposit to VESTRADO if requested by VESTRADO.
3. In the event of not resolving the pending deposit in 20 calendar days pursuant to point 1, such funds shall be returned to the sender.

### XXIV. Final Provisions

1. In the event, that any complaints or claims against VESTRADO arise to the Client, such complaints or claims must be submitted to any of the authorized employees of VESTRADO in written form and no later than three calendar days in case the claim or complaint concerns a Transaction or Transaction Order, and no later than fifteen calendar days in case the claim or complaint concerns Investment Services provided by VESTRADO. VESTRADO has no obligation to handle claims and complaints submitted after these periods.
2. Both parties hereby agree that the Contract and this document can only be amended in writing. This rule shall not apply to situations described in Article II. point 4 of this document.
3. Unless stated otherwise herein, oral amendments, agreements instructions or Transaction Orders shall not be recognized or enforceable.



4. Client understands, acknowledges, and agrees that VESTRADO may amend these Terms & Conditions at any time. To meet the requirement of a written form, VESTRADO shall provide notice to Client of any such amendment or change by sending an email message to Client and by posting the amendment of these Terms & Conditions on VESTRADO 's Website. The client agrees to be bound by the terms of any such amendment. 5. In cases of force majeure, i.e. in situations beyond the control of any of the parties, preventing them from meeting their obligations under these Terms & Conditions, no responsibility shall be taken for any harmful consequences or losses, incurred by any party, arising thereof.

6. There is the possibility that certain ways of trading are capable of incurring damage, unjust enrichment, etc. at the expense of VESTRADO. Such situations could be caused by wilful usage of technical errors or defects, shuffling ways of trading, churning, unfair competitive practices, etc. Similar situations, but not limited, could arise in cases when any method of trading is practiced in disproportionate or aggressive way (for example in the use of high-frequency trading and/or latency arbitrage). The above trading strategies are considered abusive to VESTRADO and remain prohibited. VESTRADO hereby reserves the right to withhold performance of contractual obligations (including payment of fees etc.) in the case where any abusive trading is detected. It is in the sole discretion of VESTRADO to determine the occurrence of abusive trading.

7. Any invalid or unenforceable provision of the Contract shall not affect any other provision hereunder and the remainder of the Contract shall be valid and enforceable to the full extent permitted by law and the valid provisions of the Contract.

8. If any provision of the Contract is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the court may modify or amend such provision to allow its enforcement to the maximum extent permitted under the law. In case of inconsistency between the provisions of the Terms and Conditions and other parts of the Contract, the Terms and Conditions shall prevail.

9. The articles, points, article titles, and headings contained in this Contract are inserted as a matter of convenience and for ease of reference only and shall



be disregarded for all other purposes, including the construction or enforcement of this Contract or any of its provisions.

10. After reading the Contract, the Parties proclaim and agree that they understand the Contract and its provision, that this Contract represents a true expression of their free, open, serious and error-free will; and that is based on true facts known to the Parties at the date of conclusion of this Contract.