

## Client Agreement

### 1. General terms

- 1.1.1. This agreement and its supplements concludes between Fort Financial Services Ltd. brokerage company (henceforth referred as – the Company) and an individual person or a legal entity (henceforth referred as – Client) who wills to use Company’s services and agrees to provide the personal primary data by means of registration form on the Company’s web site.
- 1.1.2. ERA TODAY Ltd (Registration number 378334, Agiou Athanasiou, 74 Agios Athanasios, 4102 Limassol, Cyprus) established the partnership agreement with Fort Financial Services Ltd to serve as payment processing company.
- 1.2. The present agreement refers to the trading services in the world financial markets offered by the Company as well as to the settlement payments, rights and liabilities.
- 1.3. Procedure for present agreement entering:
  - 1.3.1. The agreement comes into effect after the profile is registered on the Company web-site.
  - 1.3.2. This agreement shall last for an indefinite period.
  - 1.3.3. By registering the profile, the Client agrees and accepts the present agreement and its supplements.
- 1.4. Procedure for agreement termination:
  - 1.4.1. The party that initiates the present agreement termination shall notify the other side in written form using the ticketing system or email.
  - 1.4.2. The Company stops serving the Client’s accounts under the provisions of this agreement as soon as it is possible.
  - 1.4.3. Upon the unpaid balance existence of the Client to the Company it is required to perform debt recovery within 10 (ten) business day starting from the day of the Client unpaid balance occurrence.
  - 1.4.4. The present agreement shall be considered as the terminated one as soon as the Client’s profile is blocked.

- 1.4.5. The present agreement termination doesn't nullify the responsibilities of the parties upon the current agreement such as the opened positions, deposit/withdraw transactions to the trading account as well as the appearance of unpaid balance.
- 1.5. The Company reserves the right to amend any treaties to the present agreement. The added changes come into effect right after the Company informs of that fact the Client by any of the communication channel specified in Clause 5 of the present agreement.
- 1.6. The present agreement renewing means the automatic confirmation by both the Client and the Company of the conditions described in new redaction. In case of non-agreement by any of the sides the agreement termination procedure must be initiated in accordance to a new redaction conditions.
- 1.7. Any of the parties is eligible to unilaterally refuse the execution of the agreement notifying in advance the other side no less than 15 (fifteen) business days of the presumed date of agreement termination.
- 1.8. The financial and trading activities data of the Client shall be stored for at least 5 (five) years after the agreement termination in accordance to Know Your Customer and Anti-Money Laundering and Counter-Terrorism Financing policies.
- 1.9. The Company's working hours are twenty-four five: from 00:00 at Monday and to 24:00 at Friday by EET (Eastern European Time: GMT+2 at winter, GMT+3 at summer).
- 1.10. Inherent part of the present agreement is regulatory documents as well as the information on the official Company website. In case of the information conflict between different sources the priority remains after the legal documentations.

## **2. Corporate services**

- 2.1. Under the terms of the present agreement the following types of services are provided:
- 2.1.1. Providing the Client access for the world financial markets trading, access to the technical analysis instruments and for the background information aimed to help and support the trading activity performing.
- 2.1.2. Providing the Client with the customer support services or the authorized third party eligible to act on behalf of the Company.

- 2.1.3. Receiving by the Client the actual market quotes via the individual trading platforms from the Company's official representatives or the authorized third party.
- 2.1.4. Consulting the Clients on any technical and informational queries during the whole period of software use provided by the Company.
- 2.1.5. Providing the consulting services.
- 2.2. The trading terms, specifications, rules and any other conditions and descriptions related to the Company's services are the inherent part of the present agreement and might be changed without notifying of the Client unless otherwise set forth herein. Besides that, the Company reserves the right to add new services without notifying in addition to those listed in Clause 2.1 of the present agreement.
- 2.3. The Company doesn't provide any trust management services as well as any kind of advisory activity on the capital management.
- 2.4. Analytics and any other information available on the Company's official website shall not be considered as stimuli to act.

### **3. Representations and warranties**

- 3.1. The Client guarantees:
  - 3.1.1. Perusal and complete acceptance of each paragraph of the present agreement that determines the cooperation with the Company.
  - 3.1.2. Non-criminal origin, full legal right on use of the funds sending to the trading account registered in the Company.
  - 3.1.3. Not to use two or more interrelated profiles registered on the different persons in the Company.
  - 3.1.4. That used trading systems are not aimed on software possible weakness violation (usage).
  - 3.1.5. As the individual the Client guarantees:
    - 3.1.5.1. The legal capability as well as the attainment of majority (in accordance to law of registration country).

3.1.5.2. That the Client is neither USA citizen nor a resident as well as is not a Politically exposed person. The country list might be widened in accordance to the international regulatory bodies request as well as according to the Company's decision.

3.1.5.3. Personal completing of the web registration form.

3.1.6. As the legal entity the Client guarantees:

3.1.6.1. That the representing organization has the legal capacity and isn't registered in USA or its sub-territory. The country list might be widened in accordance to the international regulatory bodies request as well as according to the Company's decision.

3.1.6.2. That the corporate owner as well as the persons who are entitled to accept the present agreement and act on behalf of the legal entity do not reside in USA and are not citizens as well as are not a Politically exposed persons. The country list might be widened in accordance to the international regulatory bodies request as well as according to the Company's decision.

3.1.6.3. That the registration form is completing by the authorized Company representative who is entitled to accept the present agreement on behalf of the Company.

3.1.6.4. That all information provided to the Client from the Company via the present agreement, internal terminal mail or e-mail, phone and online chat is provided for the informational and personal trading activity purposes only. However, such information is not intended to perform any entrepreneurial activity or providing to any third party in any form without the written agreement of the Company. In case of that clause violation of the present agreement the Client acknowledges and shall be sole responsible for the performed acts in accordance to existing legislation of the intellectual property protection.

3.2. The Company guarantees:

3.2.1. To take every care to keep the Client's data that is used in Personal Cabinet, trading and personal accounts confidential.

3.2.2. To fulfil a treaty listed in the present agreement and its supplements in a proper manner.

#### **4. Rights and obligations of the parties**

##### 4.1. The Client is entitled:

- 4.1.1. To conduct the transactions in the world financial markets by placing orders via software provided by the Company.
- 4.1.2. To contact the Company and the authorized Company representative concerning the quotation flow issues.
- 4.1.3. To request any kind of information concerning the account state, if there is such technical possibility for the Client to contact the Company.
- 4.1.4. If any dispute arises to send the complaint to the customer support service or to the Company's management in accordance with the legal documentation that regulates disputes, requests and claims escalation of both trading and non-trading transactions performed by the Client.
- 4.1.5. To start the self-initiated present agreement termination under the provisions of that Agreement.
- 4.1.6. To individually manage the free funds on the account balance under the provision stated in Clause 6 of the present Agreement.
- 4.1.7. To demand performance of each transaction on the Client's trading account. The rights and obligations stated in the present Agreement cannot be transferred to any third party under any circumstances.

##### 4.2. Obligations of the Client:

- 4.2.1. To comply with the conditions stated in the present Agreement and its supplements as well as to the information published on the official web-site of the Company.
- 4.2.2. To be fully responsible for any actions performed on the trading accounts and in Personal cabinet as well.
- 4.2.3. To be fully responsible for each action taken, especially for those performed in the world financial markets.
- 4.2.4. To be aware of and bear full responsibility for the use of any trading strategy considering all possible risks.

- 4.2.5. To be aware of and be responsible for confidential information security provided to the Client from the Company as well as to assume any possible financial risks caused by the unauthorized tampering of the third parties as a result of hack actions.
  - 4.2.6. To be fully responsible for own trading accounts states.
  - 4.2.7. To notify the Company of any changes of the contact information within 10 (ten) business days of such changes.
  - 4.2.8. To understand and comply with the present Privacy policy of the Company.
  - 4.2.9. Obligated to personally and independently manage all his/her registered accounts and Personal cabinet.
- 4.3. The Company is entitled:
- 4.3.1. In case of the violation of one or few clauses/sub-clauses of the present Agreement:
    - 4.3.1.1. To review the amount of the financial liabilities to the Client.
    - 4.3.1.2. To correct the financial results of one or few transactions or to correct the balance of one or few accounts of the Client.
    - 4.3.1.3. To stop serving one or few trading accounts of the Client in accordance with the established procedure.
    - 4.3.1.4. To dismiss the deposit or withdraw request.
    - 4.3.1.5. To block the Personal cabinet access.
    - 4.3.1.6. To terminate the present Agreement in accordance with the established procedure.
  - 4.3.2. To keep the contact with the Client concerning any question related to the present Agreement.
  - 4.3.3. At any time request the Client information furnishing that is obligatory and enough for the Client identification as well as for trading and non-trading operations to prevent fraud instance, money laundering or any other possible conflict cases.
  - 4.3.4. To use the free funds in the Client's trading account balance for the debts extinguishment in the Company's favour including the case of revealing the bonuses or partnership conditions violation by the Client. The Company also reserves the right

to use any free funds of the Client's balance to cover any other financial liabilities to the Company including the litigation expenses etc. but not limited to.

- 4.3.5. To stop serving or reject to serve to the Client without giving any reason.
  - 4.3.6. To perform the trading server optimization within both working and non-working hours to decrease its loading. The following actions might be taken during the server optimization but no limited to:
    - 4.3.6.1. To block the Client's account if the connection is performed by means of any unauthorized third-party software that's not provided by the Company.
    - 4.3.6.2. To block IP or the Client's account due to the hyperactivity (big number of requests sent).
    - 4.3.6.3. To archive the account (with the further possibility of restoration).
    - 4.3.6.4. To aggregate the trading transactions for any timeframe (without the possibility of restoration).
  - 4.3.7. To demand payment of the negative balance of the Client's trading account balance within 10 (ten) business days of notification unless otherwise specified.
  - 4.3.8. To require the Client full compliance with the rules and clauses of the present Agreement.
  - 4.3.9. To involve the authorized third party who is entitled to act on behalf of the Company in frames of the clauses and rules specified in the present Agreement in order to provide the services.
  - 4.3.10. To perform the personal data processing as well as to collect, storage, usage, systematization, rectification (modifying or updating), transfer to the third parties (subject to Privacy policy of the Company), and depersonalization in order for further use in the Company's news.
- 4.4. Obligations of the Company:
- 4.4.1. To provide the services under the terms and conditions specified in the present Agreement.
  - 4.4.2. In case of unpaid balance deficiency from the Client side to execute all the financial obligations if such is requested by the Customer.

- 4.4.3. To provide the Client all information concerning the accounts state.
- 4.4.4. To provide the Client all information concerning the quotation flow and any other required information.
- 4.4.5. To take the required measures to ensure the Client's data protection without revealing it to the third party.
- 4.4.6. To adhere the terms and conditions of the present Agreement.

## **5. Correspondence and Customer feedback**

- 5.1. The Company is entitled to contact the Client via any of the following communication channels:
  - internal trading terminal mail;
  - electronic mail;
  - phone, cell phone and IP-telephony;
  - online chat on the Company's website;
  - official website announcements and news publishing;
  - postal items;
- 5.2. To contact the Client the Company uses the contact details mentioned in Personal cabinet. The Client does not have the right to refer the contacts incorrectness if the Company is not pre-notified in advance.
- 5.3. Any correspondence and information sent to the Client (such as messages, documentations, notifications, confirmation letters, requests etc.) shall be considered as disclosed:
  - right after sending via internal terminal mail;
  - right after sending to the Client email;
  - right after the telephone call of the Company's authorized representative and the Client is over;



- right after the chat of customer support specialist and the Client on the Company's website is closed;
- right after the announcement publication in "News" section of the Company's website;
- after 7 (seven) business days of postal items sent.

5.4. If there is a technical possibility the Client receives to email daily statements that include information concerning all transactions performed on the trading account.

5.5. The Company reserves the right to send promo-material newsletters to the contacts mentioned in Personal cabinet of the Client and even after the present Agreement termination.

## **6. Procedure for financial operations**

6.1. The Client is obliged to perform a deposit or withdrawal request if such is possible technically at the end of the Company.

6.2. Currency and conversion rate at which the financial request is executed are set by the Company at the execution time and depends on the current market conditions, agreements between the Company and payment system as well as on different factors that might affect such request execution.

6.3. The Company reserves the right to limit the minimum and maximum financial request amount in accordance to the payment systems demand and the legislative regulations of the Country where the finances are sent.

6.4. The financial request is considered as confirmed if it is performed via the client Trader's room. Any other financial request shall not be proceeded.

6.5. The Client shall acknowledge that fact the payment systems are not the partners of the Company, therefore the Company disclaims all liabilities for any delays or non-crediting to the Client's account due to payment systems' or processing company's fault. All potential risks related to the payment systems use the Client takes upon oneself. Hence shall any question or claim arise the Client must contact directly the support service of the corresponding payment system.

- 6.6. In case of any fraud revealing from the side of the Client all financial transactions might be cancelled by the decision of the Company.
- 6.7. In the event the Company faces any technical errors occurrence during the financial operations performing, the Company reserves the right to cancel the results of such transactions unless issues solved.
- 6.8. The Company is entitled to reject the financial request execution in case the improper account usage facts revealed (particularly the money laundering and funds conversion but not limited to). Besides that, the Company has the right to cancel the financial result of such suspicious requests.
- 6.9. Deposit of funds:
- 6.9.1. The Client has the right to charge the trading account or safe account balance if such is possible technically at the Company end.
- 6.9.2. The list of deposit currencies is available in Personal cabinet of the Client.
- 6.9.3. Deposit of funds is performing via the payment systems specified in Personal cabinet.
- 6.9.4. Payment system commission for deposit is paid by the Client unless otherwise specified (e.g. special commission repayment conditions).
- 6.9.5. Depositing of funds is allowed from the payment account that registered and belongs to the Client only. Payment account for the financial transactions shall be used by only one Client of the Company. In case of third party use of the payment account is revealed, the Company reserves the right to annulate the orders placed on the Client's accounts, to fully or partly block the access to the Company's services, compulsorily return funds to the payment account of sender and withhold the commission for the refund for such transactions. In case the amount of the Client's free funds is less than the amounts Client deposited to his trading or safe accounts, only available free funds on the Client's accounts can be withdrawn or refunded.
- 6.9.6. If the deposit is made using the bank card, bank wire, the Company reserves the right to request the Client to provide the identification documents copies or other types of information concerning the Client including the notarized copy sent via post in order to identify the holder of payment account from which the payments are made. Upon the expiry of 72 hours since such request is sent, if the Client has not provided the documents in required quality, the Company reserves the right to fully or partly block

the Client's access to the Company's services and withhold the commission paid to the refund of the Client's funds.

- 6.9.7. Data validity entered in deposit request is in the responsibility area of the Client. The Company is not responsible for any loss caused by the incorrect data provided by the Client.
  - 6.9.8. The Client is informed of the potential funds crediting delays to the account due to the possible error occurrence in software execution. The Company guarantees crediting of funds right after the software error rectifying. The Client shall inform the Company of delay occurrence as soon as it is discovered.
  - 6.9.9. In case of the difference between displaying the accounts balances in Personal cabinet and trading terminal revealing the priority remains after the trading terminal.
  - 6.9.10. All the commissions of payment systems during the depositing process lie on the Client. All compensations of payment systems' commissions are provided as a part of Company's loyalty program and can be cancelled individually for any Client. Notification on cancellation of compensations with indication of established commissions will be sent by e-mail.
- 6.10. Withdrawal of funds (please note that the withdrawal request execution is performed in stages):
- 6.10.1. The client creates a withdrawal request by via Trader's room if such is possible technically. If the request is successfully created it shall be marked as "New".
  - 6.10.2. Right after it is done the confirmation letter is sent to the e-mail address specified in personal data. As the request is confirmed its status changes to "Confirmed" and the withdrawal amount is deducted off the account balance.
  - 6.10.3. The unconfirmed withdrawal request for more than 2 (two) business days might be cancelled and marked as "Cancelled".
  - 6.10.4. The funds withdrawing might be performed by the verified profiles only. It means the personal data as well as the payment account shall be verified. The Company reserves the right to request the additional documents proving the Client's identity as well as the deposited funds legality in accordance to Anti-Money Laundering Policy. The client acknowledges that in case of request for additional documents from the payment system or processing company the time frame of the funds withdrawal request processing may be extended.

- 6.10.5. After the profile verification documents and payment account are processed and confirmed by both the Company and payment system within 5 (five) business days, the financial processing of the withdrawal request is performed from the Company's to the Client's payment account. Such request is marked as "Completed".
- 6.10.6. The financial requests execution might be performed using free funds only (not the one used in trading) except for any bonus and promo-action funds (gained as a result of participating in any promo-action) but not greater than the account balance.
- 6.10.7. In case the Client created several withdrawals requests the execution is performed on first-served basis. Each request sequentially passes all the steps stated in Clause 6.10.
- 6.10.8. If there are funds on the account balance hold as the margin the Company reserves the right to cancel the Client's withdrawal request and the internal transfer request as well.
- 6.10.9. Funds withdrawal is performed via the payment methods listed in Trader's room, basically to the same ones, in same currency and proportion it deposited initially.
- 6.10.10. The Company reserves the right at its own discretion to request funds withdrawal to a different payment method in case the proportions could not be applied (for example, the partner rewards, promo-action funds and etc.), or any other factors affecting the financial processing (the Company's and payment systems cooperation, funds transferring limitations and etc.). In that case the withdrawal request might be cancelled specifying to the Client the possible ways to perform the funds withdrawal.
- 6.10.11. To be able to perform the withdrawal request the Client shall enter the payment account details of the preferable payment method in "My wallets" section of Trader's room.
- 6.10.12. The Client shall notify the Company of any changes in payment account details by sending the relevant notification attaching the scanned or photocopy of the identifying document and the document that proves that this payment account belongs to above mentioned Client. If the Client refused to do so the Company reserves the right to cancel the withdrawal request to new unverified payment account of the Client.
- 6.10.13. The Company reserves the right to increase the withdrawal request execution time in case any dispute raises or there are reasonable grounds for suspecting that funds deposit is initially performed in a fraudulent way. To solve such case the Client must provide the additional documents which might prove the legality of such financial

transaction in accordance to Anti-Money Laundering Policy. Right after these documents are approved by both the Company and payment system, as well as the issue is settled the withdrawal request is to be executed.

6.10.14. During the funds withdrawal all commission of payment systems shall be paid by the Client. All compensations of payment systems' commissions are provided as a part of Company's loyalty program and can be cancelled individually for any Client. Notification on cancellation of compensations with indication of established commissions will be sent by e-mail.

6.10.15. The Client is fully responsible for the data validity entered in the withdrawal request. In case the Client provides false data, the Company shall not cover any potential losses.

6.11. Internal transfers:

6.11.1. The internal transfers function is available to the verified profiles only.

6.11.2. The internal transfers might be performed between the accounts opened in frames of one Personal cabinet. As an individual case the transfer between the Client and the third-party account is possible by the consent of Company's official representative and in the presence of such technical possibility.

6.11.3. The internal transfer amount could not be less than 1 (one) USD cent (or its equivalent in another currency).

6.11.4. In case the transferred amount is gained as the result of non-market quotation trading, technical issue or illegal acts the Company is entitled to correct the Client's balance and cancel the financial results of the internal transfer transaction.

6.11.5. The Company at its discretion reserves the right to consider the internal transfer as the funds deposit/withdrawal request according to the Clause 6 of the present Agreement.

6.11.6. The data validity provided in internal transfer request shall be sole responsibility of the Client.

6.12. The Company is not obliged to disclose or provide the commission or interest details to the Client as well as the information concerning the expenses resulted by trading or non-trading Client's activity.

- 6.13. The Company reserves the right not to credit or deduct the bonus amount off the Client's account (e.g. dividends, interests, payments, bonuses, promo actions and etc.) in case no trading activity takes place within 1 (one) month or at its discretion without disclosing the reason. For example, if the Company reveals that the Client uses the trading strategy that has no financial purpose without considering the promo-actions and services provided by the Company including the partnership programs.
- 6.14. If the Company has provided the Client with an advance amount for trading on the account, which is not confirmed by the actual payment to the Company, then all the results of trading with these funds are subject to review/cancellation.
- 6.15. The Client agrees to the condition that the Company has reasonable grounds for suspecting that trade-based money laundering is being performed on account or the Client consciously hides or provides the misleading identifying information as well as if there are enough reasons for suspecting that the trading activity performed on the Client's account violates the present Agreement or AML or KYC or any other policy, the Company reserves the right to temporary block such trading account in order to perform the detailed investigation (such as registration data, establishment of identity, trading history and financial transaction analysis and etc.) until the circumstances are clarified.

## **7. Registration and personal data verification**

7.1. Registration of the Client includes three steps:

- personal cabinet registration;
- personal data verification;
- payment account verification.

7.2. Personal cabinet registration:

7.2.1. The following procedure is obligatory for each new Client of the Company.

7.2.2. To register the Personal cabinet the Client shall accept the rules and conditions of the present Agreement and provide true and complete personal and contact information.

7.2.3. By means of the Personal cabinet the Client can:

- create trading accounts;

- charge and withdrawal funds to/from both personal and trading accounts;
- view the trading and financial transactions history;
- receive bonuses within the frames of the Company's promo-actions specified on the official web-site.

7.2.4. The list of currencies used for the balance displaying on trading and personal accounts is available in Personal cabinet.

7.3. Personal data verification:

7.3.1. The Client is obliged to verify the personal data within 10 (ten) business days of Personal cabinet registration. Otherwise, the Personal cabinet access may be blocked, and all opened transactions will be closed at the current market prices. All potential direct or indirect losses shall be sole responsibility of the Client.

7.3.2. Personal data verification consists of providing the identifying documents copies, residence proof and entering the cell phone number by the Client.

7.3.3. The Client verifies the profile by receiving an SMS-message containing the confirmation code to the provided cell phone number and by uploading 2 (two) coloured, high-quality and resolution, non- modified or somehow edited documents copies in accordance to Know Your Customer Policy.

7.4. Payment account verification:

7.4.1. In payment account verification section, the Client shall enter that payment account details data planned to be used for deposit and withdrawal requests. In case that section is not fulfilled the funds, withdrawal function won't be available for the Client even though the other conditions specified in Clause 6 of the present Agreement are met.

7.4.2. In order to verify the bank card used for the deposit the Client shall provide:

7.4.2.1. The proper coloured document scanned or photocopy that proves the holder's identity (the main identifying document of the holder's registration country).

7.4.2.2. Recently issued document that proves the holder's residence, such as: bank statement, utility bill and other kind of documents that contain full name of the holder, residence address and have the official stamp of issuing body

7.4.2.3. To prove using one or several ways to confirm that this card belongs to the holder:

7.4.2.3.1. Recently made bank statement scanned or photocopy that has full name and the card number (000000\*\*\*\*\*0000, all sensitive data must be covered and non-visible). In case the Client provides the screenshots, the image must contain URL of its web-page.

7.4.2.3.2. Clearly visible coloured scanned or photocopy of front card side. The middle of the card number must be covered thereat first 6 and last 4 digits, expiration date and holder's name must be visible.

7.4.2.3.3. Bank card coloured scanned or photocopies might be considered as the confirmation that this card belongs to the holder if only it has the holder's name on it. Otherwise, it is required to provide the bank statement.

7.4.3. As soon as the verification is completed the Client gets access to the following features:

- creating of more than 3 (three) trading accounts. The Company reserves the right to limit the number of creating accounts at its discretion;
- participating in both bonus and promo-action programs;
- performing of internal transfers in frames of one Personal cabinet
- possibility to withdraw funds from the trading or personal account to the payment account.

## **8. Liability of the parties**

8.1. Liability for the actions taken under the frames of the present Agreement as well as for the actions related to the personal data used to access the Personal cabinet and trading accounts fully or partly shall be sole responsibility of the Client.

8.2. Any indirect losses, income deficiency or non-pecuniary damage faced by the Client are not the responsibility area of the Company to the Client.



- 8.3. At its will and non-expiring, the Company reserves the right to analyse and investigate the potential violation of the present Agreement conditions by the Client. The Company is entitled to raise the legitimate claim and to demand the disputable issues resolving.
- 8.4. Each party is responsible for improper performance of any clauses of the present Agreement in accordance to the relevant legislation requirements.

## **9. Governing law**

- 9.1. The terms and conditions of that Agreement are based upon the present-day legal standards of country of incorporation.
- 9.2. The parties shall endeavour to resolve amicably all disputes or differences by means of the consulting and negotiations.
- 9.3. In case the parties fail to come to an Agreement through the negotiations the further disputes are possible must be settled by International Financial Services Commission of Belize.