CLIENT'S AGREEMENT

GENERAL POSITIONS.

Euromaxfx Commecial Corp. (hereinafter referred to as "Company") and an individual or entity that signed the present Agreement and filled in the Registration Form (hereinafter referred to as "Client"), together referred to as Parties, entered into the present Agreement (hereinafter referred to as "Agreement"). The present agreement designates terms under which the "Company" will provide services to the "Client" to operate on financial markets.

1. TERMS AND CONDITIONS.

"Account history" - a list of complete transactions and non-trading operations of live accounts

"Active account" – trading account of a Client at which the number of executed market orders (1 market lot = 10 Euromaxfx lots) for reporting period exceeds 0.2% of average balance for the reporting period, i.e. for each 1000.00 USD of the balance 2 market lots (20 Euromaxfx lots) should be traded. Upon the existence of counter positions at a trading account, only a half of locked volume will be taken into consideration of traded lot.

"Adviser" - a kind of trading account management algorithm in the form of a program based on MetaQuotes Language 4. This program sends requests and orders to a server using the Client terminal.

"Arbitrage" - sales strategy which uses "Arbitrage transactions".

"Arbitrage transaction" - a kind of operation when an asset is being bought on one market and at the same moment an analogue asset is being sold on another market. This stock cost difference is recorded on different exchange markets. It is easy to see that the cost of the package stays pretty much the same, regardless of market movements (because opposite trade agreements compensate each other). Later on, when the difference changes over to the other side, the opposite arbitrage transaction takes place, recording profit. An arbitrage transaction is also a transaction that has just one side of buying, without further analogue selling on a different market.

"Ask" - the highest quotation price. The price which the Client can buy for.

"Balance" - total financial result of the completely finished transactions and non-trading operations on the trading account.

"Base Currency" - the first currency in a Currency Pair that Client can buy or sell at the quotation currency.

"Bid" - the lowest quotation price which Client can sell at (the bid is the price which the market is prepared to buy a specific Currency at. At this price, the trader can sell the base currency).

"Bid" - the lowest quotation price. The price which the Client can sell for.

"Bonus funds" - money, which a client receive within the bounds of bonus programs and contests, held by the Company.

"Equity" - the present account balance, calculated according to the formula: balance + floating profit - floating loss.

"Candlestick bar" - element chart which includes opening and closing prices, as well as maximum and minimum prices per fixed period of time (1 minute, 5 minutes, an hour, a week etc.)

"Client" - legal or physical party that has negotiated the Agreement with a Dealer in order to fulfill trading operations in terms of margin trading and therefore settled client terminal rental contract with Euromaxfx.

"Client terminal" - MetaTrader 4.xx software product lets Client get information on financial market trades in real time (quantity defined by the Company), perform technical analysis of markets, operate, set/change/cancel orders and receive messages from the Dealer and the Company as well. Free access resides at the Company website (http://euromaxfx.com/downloads/efx4setup.exe).

"Client's Log File" - a file created by the client terminal, which records all requests and orders sent from Client to a Dealer, with one-second accuracy.

"Closed Position" - Exposures in Foreign Currencies that no longer exist. The process to close a position is to sell or buy a certain amount of currency to offset an equal amount of the open position. This will 'square' the position.

"Complete closed transaction" - consists of two opposite trading operations in equal quantity (opening and closing positions): buying followed by selling or selling followed by buying.

"Contract For Difference" - a trading operation based on changes of asset rate (meaning the assets that form the CFD basis), for instance stock, futures, product, precious metals, share index etc.

"Contract specifications" - main trading terms (such as spread, lot size, minimal trading operation quantity, change in trading operation volume move, initial margin, lock etc.) for each instrument. At the time of writing, the information was located here: http://euromaxfx.com/

"Currency Pair" - the two currencies that make up a foreign exchange rate. For Example, EUR/USD.

"Dealer" - an individual or firm that acts as a principal or counterpart in a transaction. Principals take one side of a position, hoping to earn a spread (profit) by closing out the position in a subsequent

trade with another party. In contrast, a broker is an individual or firm that acts as an intermediary, putting together buyers and sellers for a fee or commission.
1) Company, that signed an agreement with Client sets a legal basis over the margin trading conditions commission
2) The Company co-worker deals with query processing and Client orders, fulfilling orders, stop out and margin calls

"Developer" - MetaQuotes Software Corp. is the trading platform developer. Disputed situation:
1) a situation where the Client assumes that the Dealer has violated one or more conditions of the present Regulation as a result of his activity or inactivity;
2) a situation when the Dealer assumes that the Client has violated one or more conditions of the present Regulation as a result of his activity or inactivity

"Fast Market" - market's condition that is characterized by sudden currency rate changes during a short period of time and often followed by price gaps. Usually occurs right before, and/or after one or few events:
- publication of economic indicators of The G8 (the eight leading industrial countries, that is the US, Germany, Japan, France, UK, Canada, Italy, Russia), has a high degree of influence on the financial markets;
- Central banks and their committees' decisions on interest rates;
- Press conference and the appearance of central bank leaders, financial ministers and G8 members and countries' presidents;
- State organizations' currency interventions;
- Terrorist acts of a national scale;
- Natural disasters, which cause an emergency situation within stricken territories;
- The beginning of war or of military actions;
- Political force major events such as resignation or inauguration (including election results);
- Other conditions that influence the dynamic rate tool.

"Floating profit/loss" - unrecorded profits/losses of open positions for present rate terms

"Force major circumstances" - occurrences which could not be foreseen or prevented. Such as:
- Natural disasters;
- Wars;
- Acts of terror;
- Government actions, actions of executive and legislative government authority;
- Hacker attacks and other unlawful acts toward servers.

"Free margin" - trading account money resources that can be used for opening new positions.
Calculated according to the formula: equity - margin.

"Graph" - a tool for illustrating the movement in graphics. It shows the peak high of any bar/candlestick, which is the maximum bid over a period; the low or minimum bid; the closing price (close) or last bid of any bar/candlestick; and the opening (open) price or first bid of any bar/candlestick.

"Hedged margin" - a guarantee requested by the dealer for opening and maintaining locked positions. The toll specification is shown for each instrument.

"Initial Margin" - The initial deposit of collateral required to enter into a position as a guarantee on future performance.

"Euromaxfx site" - The Euromaxfx Website is located at the following address: www.euromaxfx.com

"Leverage" - the ratio of the amount used in a transaction to the required security deposit: 1:100. Leverage 1:100 means that in order to close a transaction it is necessary to have 100 times less of a transaction amount than the Dealers trading account.

"Lock" - long and short positions of the same volume that were opened with the help of the same tool on the same account.

"Lock margin" - The Dealer's support request to open and maintain lock positions. Each instrument is shown in terms of contracts.

"Long" - A position that increases in value when market prices increase. When the base currency in the pair is bought, the position is said to be long.

"Lot" - a unit to measure the amount of the deal; the value of the deal always corresponds to an integer number of lots.

"Lot Size" - number of assets, products, base currency defined in contract's specification per one lot.

"Margin Level" - expressed in percentage of equity in relation to the "Necessary margin". Calculated according to the formula: (equity/margin)*100%.

"Margin Call" - a request from a broker or dealer for additional funds or other collateral to guarantee performance on a position that has moved against the customer. Margin level, whereby "margin call" situation arises is stated in the Agreement.

"Margin trading" - trading operations processed using leverage; when the Client has the opportunity to close a transaction that exceeds his finances.
"Market opening" - trade reopening after a weekend, holidays or after a rest interval during trading sessions.

"Market opening price gap" - either of the following situations:
- A market opening Bid quote that is bigger than a market closing Ask quote;
- A market opening Ask quote that is smaller than a market closing Bid quote.

"Necessary margin" - A Dealer's finance request in order to maintain open positions; each instrument is shown in terms of contracts.

"Obvious mistake" - opening/closing Client positions or executing order at prices, which greatly differ from the price given per instrument in the present quoting flow at the moment of processing. Or some other Dealer activity or inactivity that deals with mistaken determination of market prices at the present moment.

"Order" - Client's instruction to Dealer to open or close a position once price reaches the order level.

"Order level" - price given in order

"Open position" - the first part of a complete transaction result. When opening a position, Client takes on the following obligations:
- to close opposite transactions of equal quantity;
- to maintain equity no lower than 30% of the necessary margin.

"Pending order" - Client requests Dealer to open position once price reaches the order level

"Pips" - The smallest unit of price for any foreign currency. Also called Points.

"Price prior to non-market quoting" - closing price of minute bar, prior to non-market minute bar quoting

"Price Gap" - either of the following situations:
- The present quoting Bid is bigger than the prior quoting Ask;
- The present quoting Ask is less than the prior quoting Bid.

"Quotation Currency" - the second currency in the currency pair that is used by Client when selling or buying base currency.

"Quotation Base" - quotation stream information.

"Quote tread" - a block of numerical data that describes the meaning of the price at a specific time period

"Quoting" - process of granting a quote to the Client in order to close a transaction.

"Rate" - the price of one currency in terms of another, typically used for dealing purposes Rate:
1) Currency Pair: base currency unit cost expressed in terms of quoting currency;
2) Contract for difference: base asset unit cost expressed in money.

"Real deposit" is a difference between deposit and withdrawal amounts of the Client for a certain period.

"Request" - Client's instruction that have been given to a Dealer in order to obtain a quotation. A request is not necessary for the Client in order to make a deal.

"Server's Log File" - a file, created by server, which records all requests and orders received from Client to a Dealer, as well as the processing result, with one-second accuracy.

"Server" - software product MetaTrader Server 4.xx that processes Client's orders and requests, submits information about financial market trades in real-time terms (quantity defined by the Company), takes into account mutual obligations between Client and Dealer, and observes the conditions and restrictions.

"Short Position" - An investment position that benefits from a decline in market price. When the base currency in the pair is sold, the position is said to be short.

"Spike" - quoting that meets the following conditions:
- essential price gaps are present;
- a price reimbursement up to the initial level, creating a price gap in a short period of time;
- rushing price dynamics prior to the quoting do not exist;
- the moment macroeconomic events and/or corporate news noticeably influences an instrument's rate;
Euromaxfx Companies Group has the right to remove any information that concerns non-market quoting from the quoting benchmark server.

"Spread" - the difference in pips between the Bid and Ask quote

"Streaming quotations" - when a client receives quoting without requesting it. This means that the client sees the dealer's real time streaming quotations and from this, the client is able to give directions for carrying out a trading operation.

"Stop out" - forced order of a closing position generated by the server.

"Swap" - payment for carry-over an open position overnight. It can be either positive or negative

"Trailing Stop" - this is next Stop-Loss order algorithm management:
- if an open position profit does not exceed the Trailing Stop level, do not take any actions;
- as soon as the open position profit exceeds the Trailing Stop level, send an order to the server overriding the stop-loss order by a distance that equals the trailing stop amount of the current price;
- as soon as the distance between the stop-loss order and the quotation exceeds the trailing stop, the server will change the order level, so that the distance between the order and current price is equal to the trailing stop.
The Trailing Stop works when the Client terminal is launched, connected to the Internet and successfully authorized by the server.

"Ticker" - unique identification number given to every opening position or pending order on the trading platform.

"Tool" - currency pair or CFD.

"Trailing Stop amount" - Trailing Stop item which is set by Client.

"Transfer quantity" - number of lots and lot size

Trading terms that differ from normal trading terms - Thin market or Fast market.

"Trading operation" - when Client buys or sells any instrument

"Trading platform" - set of software and technical resources that supports financial market trading information in real-time, processes trading operations, takes into account mutual obligations between

Client and Dealer, and observes conditions and restrictions as well. For the purposes of the present Regulation, it consists of the "Server" and "Client" terminal.

"Trading Account" - unique personalized "log' of all operations recorded on the trading platform, where complete closed transactions, opened positions, non-market operations and orders are reflected.

The Present Agreement between the Client and the Company sets the terms of use for all services, which are offered by the Company and other authorized third-party service providers, including the kind of services necessary to process transactions on the Client trading account.

2. COMPANY'S SERVICES.

2.1. DEFINITION OF THE COMPANY'S SERVICES.

2.1.1. Company's services - any interactive programs or services offered by the Company, which allow the Client to:
- connect with the Company or with an authorized third-party service provider;
- receive information and quotes from the Company or from an authorized third-party service provider;
- close transactions on financial markets through the Company using the trading terminal MetaTrader 4.0 (software program) which includes electronic data transfer that the Client submits to the Company using a personal computer connected by modem or any other device to access the file transfer network assigned by the Company.

2.1.2. By signing the present Agreement, the Client confirms that he/she familiarize with the rules of communication and therefore agrees to use the client terminal to give instructions.

2.1.3. Services of the Company include the package of informational programs: "MetaTrader 4.0", technical analysis resources and any information provided by third-parties, offered along with Company's services.

2.1.4. The Client confirms that the Company keeps rights to change, add, rename or leave with no changes Company's Services which are offered in terms of the present Agreement without prior notice. The Client also confirms that this Agreement applies to Services, which can be changed, added or renamed in the future in addition to the Services which are provided the Client at the present time.

2.1.5. In relation to Client's trading operations, the Company executes the Client's orders, without providing asset management or giving any recommendations. The Company is to execute Client's request or order, regardless of the trading operation, even if it is inappropriate for the Client.

2.1.6. Except cases which are described in the present Agreement: the Company is not obliged to:
- track and notify the Client about his trading operation status;
- close any open position of the Client;
- make attempts to execute the Client order on quotes which differ from the quotes reflected in the "MetaTrader 4.0" trading platform.

2.1.7. Company's Services do not include reference giving, submitting information to motivate a Client to close transactions. In some cases, the Company keeps the right to give information, references and advice to the Client, having no responsibility over the impact and profit that these references and advice may cause. The Company keeps a right to cancel or close any

Client position in terms of certain conditions that are regulated by the present Agreement or Rules. All trading operations to which the Client is committed as a result of erroneous information or a mistake, are to be upheld by both the Client and the Company.

3. GENERAL PRINCIPLES.

3.1 CLIENT'S ORDERS PROCESSING.

3.1.1. When executing trading operations, the "Instant Execution" quoting mechanism is to be used.

3.1.2. Client requests and orders are processed according to the following procedure:
- The Client makes a request or order that is being checked in terms of correctness on the Client terminal;
- Trading terminal forwards request or order to the server;
- Server receives client's request and checks it for correctness. The trading terminal should output the message "request accepted by server";
- Once the Client request or order has been processed, the server sends the result back to the trading terminal;
- In case the connection between the Client terminal and server is fixed, the Client terminal will receive the dealer result.

3.1.3. The Client has a right to cancel the earlier sent request, which goes into a queue. The Company cannot guarantee success of this request execution.

3.1.4. The amount of time needed to process a request and order depends on the connection quality between the Client terminal and the Company server, as well as on the market conditions. With normal market terms, it usually takes 1-5 seconds to process the request and order. At market conditions differ from normal this time might be extended to up to 10-15 seconds.

3.1.5. The Company's Server has the right to decline the Client request in the following situations:
-"No price" message is received when the market is opening, it happens when the Client makes a request before the first quote enters the trading platform;
- the Client does not have enough funds to open a new position;
- market conditions differ from normal.

3.1.6. The Client terminal is the main resource for making Client's orders or requests.

3.2. TRADING OPERATIONS.

3.2.1. Currency selling occurs at the Bid price. Currency buying occurs at the Ask price.

3.3. MINIMAL DEAL SIZE.

3.3.1. Limitation on the size of the minimal deal is established in the volume of 1 lot (1 USD for a pip) for accounts of Standard Eurica types with balance more than 100.000 US Dollars or its equivalent in other currency. For accounts with the balance more than 5.000 US Dollars or its equivalent in other currency; an introduction of the limitation on the size of the minimal deal in the volume of 0,1 lot (0,10 USD for a pip) is possible at the company's discretion. The minimum deal volume for accounts with balance from 5.000 USD to 100.000 USD can be set within the interval from 0.1 lots to 1 lot in proportion to the balance at the company's discretion.

3.4. SPREADS.

3.4.1. In the absence of force major circumstances, the Company maintains a fixed spread, which is shown on the Company's Website.

3.5. TRADING TERM CHANGES.

3.5.1. The Company has a right to change margin requirements, spreads, the order executing state and other trading terms in correlation with national and international holidays, and will notify their Clients 5 working days beforehand. In this case, all changes will have an effect on both already-opened and opening positions.

3.6. CLOSING OF POSITIONS ON CFD.

3.6.1. In case there are opened positions on the trading account on day (or succeeded day) economic statistics publication of the issuing company or some other event which has a great impact on the share rate, a company has a right to close a deal under the last market quotation after trading is closed. In this situation reopen of a deal occurs during 5 minutes after trading is opened

3.7. POSITION'S OPENING.

3.7.1. Position opening occurs when a request or an order is being sent from the Client terminal to the Company server. The following request or order information is mandatory:
- Instrument name;
- Transfer quantity.

3.7.2. The instruments available for "Instant Execution" trading transactions are listed at the official web-site of the Company in the section "Trading Terms" (http://euromaxfx.com) .

3.8. The Company is Obliged to Notify the Client 7 Days Prior to Changes in the Quoting Currency List.

3.8.1. To open buying/selling transactions, the Client must send a request using the Client terminal. To open a buying transaction, the Client must click the "Buy" button in the Client terminal window, at which time the order will be sent to the server.
To open a selling transaction, the Client must click the "Sell" button in the Client terminal window, at which time the order will be sent to the server.

3.9. PROCESSING OF THE CLIENT'S ORDERS ON POSITION OPENING.

3.9.1. If the size of the free margin is big enough to open a position, the position will open. A free margin level is calculated automatically.

3.9.2. If the size of the free margin is not big enough to open position, the position will not open and a "Not enough money" message will appear in the order window.

3.9.3. If quoting changes the moment the Client request or order is being processed by the server, the server will offer a new Bid/Ask price. In this case, a new "Requote" window with new prices

will appear as well. And if the Client accepts the newly offered prices, he should click the "OK" button in the window within 3 seconds.

3.9.4. The Client order to open a position is considered to be executed and the position open, when the relevant server log file has been updated. Each new position will receive a sequential ticker number.

3.10. POSITION'S CLOSING.

3.10.1. When closing a position using the Client's terminal, the Client must indicate the following information:
- the closing ticker position
- the transfer quantity

3.10.2. In order to send orders to close positions, the Client should click the "Close position" button on the trading terminal order.

3.11. PROCESSING OF THE CLIENT'S ORDERS ON POSITION CLOSING.

3.11.1. If the order server quote changed the instant the Client requested to process an order, the server will offer a new Bid/Ask price. In this case, the new "Requote" window with the new prices will also appear. To accept the newly offered prices, the Client should click the "OK" button in the query window within 3 seconds.

3.11.2. The Client order to close positions is considered to be executed and the position closed, once recorded in the relevant server log file.

3.12. THE EUROMAXFX MT4 TRADING TERMINAL DESCRIPTION OF ORDERS.

3.12.1. Order types

"Buy Stop' - supposes buy position opening at a higher price when a current price at the moment of the order placing.

"Sell Stop" - supposes sell position opening at a lower price when a current price at the moment of the order placing.

"Buy Limit" - supposes buy position opening at a lower price when a current price at the moment of the order placing.

"Sell Limit" - supposes sell position opening at a higher price when a current price at the moment of the order placing.

3.12.2. The following orders can be used for position closing:

"Stop Loss" - Presumes closing the earlier opened position at a price, which is less profitable for Client, compared to the current price at the moment of order placement

"Take Profit" - Presumes closing an earlier-opened position at a price, which is more profitable for Client, compared to the current price at the moment of order placement

3.12.3. The Client has a right to change and remove any pending order if it has not been activated

3.13. ORDER EXECUTION.

3.13.1. An order will be placed in the queue to be carried out in the following cases:

- A Sell-Stop order is placed in the queue to be carried out the very moment the Bid price in the quoting flow becomes lower or equal to the order level
- A Buy-Stop order is placed into the queue to be carried out the very moment the Ask price in the quoting flow exceeds or reaches the order level.
- A Sell-Limit order is placed into a queue to be carried out the very moment the a Bid price in the quoting flow becomes exceeds or equals the order level
- A Buy-Limit order is placed into a queue to be carried out the very moment the Ask price in the quoting flow becomes lower or equal to order's level
- A Take-Profit order works when buying an open position, when the Bid price in the quoting flow exceeds or equal the order level
- A Stop-Loss order works when buying an open position, and the Bid price in the quoting flow drops below or equals the order level
- A Take-Profit order works when selling an open position, and the Ask price in the quoting flow drops below or equals the order level
- A Stop Loss order works when selling an open position, and the Ask price in the quoting flow exceeds or equals the order level

3.13.2. When a price gap occurs, the orders are executed according to the following rules:
- Pending order, where the open level and the Take-Profit reach a price gap, the order should be canceled with [cancelled/gap] appearing as a comment;
- Take-Profit order that reaches a price gap, the order should be carried out at the pre-set price
- Stop-Loss order, when the level hits a price gap, the order should be carried out at the first price following the gap, with [sl/gap] appearing as a comment.
- Buy-Stop and Sell-Stop pending orders should be performed at the first price following a price gap, with [started/gap] appearing as a comment.
- Buy-Limit and Sell-Limit pending orders should be performed according to an order's set price, with [started/gap] appearing as a comment.

In some cases, when price gaps are small, orders may be performed in usual terms, according to the order's set prices.

3.13.3. When pending order is received for execution and the size of free margin is not enough for order opening, pending order is deleted automatically with the comment "cancelled by dealer".

3.13.4. In case the price change that was caused by a difference between the last value of a forex instrument price and the first one at the point of market opening or was related to a news release, the Company reserves the right to deleting or cancelling Buy-Stop and Sell-Stop pending orders with the comment "cancelled by dealer".

3.13.5. For CFD instruments the orders Buy Stop, Sell Stop, Buy Limit, Sell Limit and Stop Loss, Take Profit function during the calendar day in which have been established. When 24-hours expire the orders are canceled.

3.14. THE ACTION PERIOD AND PLACING ORDERS, SETTINGS, SETTING ORDERS.

3.14.1. Orders can only be placed, removed or changed by the Client, when trading for current instruments has been granted.

3.14.2. When a Client sends an order to place a pending order, the following information should be provided:
- name of the instrument;
- position size (volume);

- order type (Buy-Stop, Sell-Stop, Buy-Limit, Sell-Limit);
- price level which the order should be set at.

3.14.3. When a pending order attempts execution, the server automatically checks the trading account condition to see if a free margin is available. The new position goes to the open position list; the total client position is recalculated and the free margin as well.

3.14.4. In terms of normal market conditions, a server executes an order according to the price set without slip.

3.14.5. An order is considered to be executed once it has been recorded in the server log file.

3.14.6. Orders that have not more the 5 minutes left before being closed (or the time left before a lock order is executed) can be cancelled by the Company.

3.15. FORCED POSITION CLOSING.

3.15.1. When a Client's account Margin Level is less than 30%, margin call occurs. The Company has a right to close the Client's position, although it doesn't need to do that. The Dealer decides whether to close the position or not.

3.15.2. If a present trading account condition (equity) is less than 20% of the necessary margin to maintain an open position, the Company has the right to force a Client's closing position without prior notice.

3.15.3. The server controls the present account conditions. In the case that conditions, which are described in paragraph 3.15.2 of the present Agreement, are violated, the server will generate a forced order position (stop out). A stop out is executed according to the market price. A forced closing position is recorded in the server log file as a "stop out".

3.15.4. In case the conditions stated in paragraph of the present Agreement are violated, and the Client has several open positions, the one with the most floating losses will be the first one closed.

3.15.5. In normal market conditions the Company guarantees, that after the closing of the last position on the account the balance and assets of 0% - 20% margin will remain, which is necessary for maintaining that last forced position closing. The Company reserves a right to recover the negative account balance of a client with the funds on the second client's account, if the balance has turned negative in the result of a strong price movement (as a rule, in cases described in the paragraph 5.9.)

3.15.6. There can be a delay in automatic execution of closing the order during the induced position closing. This delay can be the reason of closing the position at more favorable price than the price at the moment of induced order closing. The account status at the moment of the deal closing by "Stop Out" is reflected in the comment to the order, where per cent of free margin, account balance and margin level are indicated. Closing of the order at the price, which is more profitable for a Client than the "Stop Out" level, can not be considered as the reason for claim on the part of a Client. Closing of the position at the price, which is less favorable for a Client than "Stop Out" level, is considered as the reason of claim on the part of a Client.

3.15.7. The number of deals opened at the same time is not limited. Yet, the Company reserves the right to impose obligatory restrictions upon the number of orders opened.

3.15.8. The Company reserves the right to cancelled or deleted orders that happen in wrong quote or freeze price.

3.15.9. The Company reserves the right to cancelled or deleted rebate if the Client has indicated do the pips hunting strategy (close trade =< 2 pips).

3.16. MARGIN REQUIREMENT AND LEVERAGE.

3.16.1. Leverage according to the trading terms described on the website of the Company and set up to 1:400 as default.

3.16.2. To prevent negative equity on the Client's accounts, due to the gap at the market opening after weekend and holidays, the maximum leverage will be set up to 1:100 on each Friday or the last day before holiday, 5 hours before the market closed on the weekend or any other holiday. It will be reverted back to your leverage choice automatically 2 hours after the market opens.

3.16.3. In specific condition, the Company has the right to close client transaction without prior notice to prevent negative equity on the Client's accounts, 5 hours before the market closed on the weekend or any other holiday until the Margin Level at 100%.

4. MONEY DEPOSIT/ WITHDRAWAL.

4.1. WITHDRAWING FUNDS.

4.1.1. The Client can withdraw money from his account to payment systems to which withdraw in traders cabinet is possible.

4.1.2. Using electronic payment systems withdrawal is possible to be processed only to the same payment system with the same account details (currency, account number) which deposit was from. In case a trading account is replenished from numerous payment systems, using several wallets and in different currencies, withdrawal must be requested on the proportional basis.

4.1.3. If for whatever reason a client changed his details within the payment system, he/she is obliged to notify the Company by sending email with attachment of scan copy of ID to the Finance department of the Company. Otherwise the Company reserves the right to decline client's request made using another details.

4.1.4. Withdrawal is processed at the stated time which is particular for every payment system, however, in some cases the time constraints may be increased up to 5 working days except for the cases designated in the clause 9.1.4. of the present Agreement.

4.2. DEPOSITING FUNDS.

4.2.1 Depositing funds to the client's trading account can be done by any method available at company's website.

4.2.1. The client agrees that in case of any error in the software work the delays in depositing funds to the trading account are possible.

4.2.2. The company is obliged to enter a sum to the Client's trading account in case of detecting any error in software, that leaded to the delay in automatic funds depositing, if the Client informs about delay.

5. ORDER OF BUSINESS, CLAIMS AND CONTENTIOUS CASE ADJUSTMENT.

5.1. When contentious cases occur, the Client is entitled to file a claim with the Company. Claims are accepted within two working days from the date the problem occurs.

5.2. The claim should be in the form of an electronic mail (e-mail) and sent to the Trading Operations Department: support@euromaxfx.com. Claims submitted in other ways will not be taken into account.

5.3. The Client claim will take no longer than 10 working days to be settled by the Company: If the Client's claim is considered fair, the Company will accept it and deposit funds in the Client's trading account within one working day. Euromaxfx Companies Group follows generally accepted market practices and internal policy, for those claims not mentioned in the present Agreement.

5.4. The Client's claim form should have:

- Full name;
- Account number ;
- Date and time contentious case occurred;
- Contentious case ticker or order;
- Description of claim, leaving out emotions.

5.5. The Company reserves the right to dismiss a claim in the following cases:

- the claim does not comply with the terms of points 5.1, 5.2, 5.4. ;
- the claim is marked with obscene words or/and insults to the Company or its officials;
- the claim contains the threats to the Company or its officials;
- the customer threatens to stain the reputation of the Company using social networks and other community resources.

5.6. The Company keeps the right of reconsidering the results of deals of the Client in case of detection errors in server work, which leads to the quotation delay or to giving out non-market quotations.

5.7. The Company guarantees that any deal of the Client carried out by non-market quotation (spike) will be restored just after detection of the fact of erroneous performance.

5.8. In case there is a complete lock positions, including the system with the triple lock and others, despite the presence of the complete lock of all position at the account, the total swap on the lock positions is not equal to zero, the Company and a Client are obliged to correct the swap, because with the absence of the non-lock share of the position the total swap can be neither positive nor negative.

5.9. The Agreement forbids the use of strategies oriented on the profit extraction by means of intentionally creating the situations when one of the client's or a group of clients account turns to negative balance, including the situation when the accounts are opened in the name of different persons, invariably being the part of one trading strategy. In case of revealing the implementation of such trading strategies, the Company reserves the right to apply the paragraph 3.15.5. of the present Agreement.

5.10. If at the moment of market closing the total volume of positions, opened at client's account, implies the change of total profit by more than 2% of deposit, in case the price changes by 1 pip (more than 20 Euromaxfx lots for every 1000 USD of deposit), the Company reserves the right to correct the financial result of such deals in case the market opens with gap by the amount proportional to the size of gap in pips.

5.11. The Dealing Department of the Company executes its affirmative decision on a claim regarding reopening a position according to the following scheme: in case there are considerable time or price gaps from the moment of erroneous closing a position to that of opening a position, the deal can be open again at an average price which is set either for the period between a mistaken closing a position and making a decision on its reopening or within an hour from the moment of erroneous closing a position. Reopening a position is placing a new order of the same volume as the one closed mistakenly. This rule is fully applicable to the compensation of mistakenly closed positions.

5.12. In case the price change that was caused by a difference between the last value of a forex instrument price and the first one at the point of market opening or was related to a news release affects the profit by more than 10% of the initial deposit, the Company reserves the right to make a correction to the result of such deals by a value proportionate to the difference between abovementioned prices by means of charging part of funds from the trading account with the following note: "Gap correction".

6. CONFIRMATION OF CLIENT IDENTITY.

6.1. The Company has a right to ask the Client to confirm the full name of his true identity, as stated on the trading account registration form. The Client can receive a request, at any moment, to submit a copy of an electronic passport or a notarized copy (at the Company's discretion.)

6.2. If after account opening any registration information of the Client (Full Name, Address, Telephone) has been changed, the Client is obliged to inform the Clients' Service of the Company with request to change the information.

6.3. In case the Client hasn't received the request of scanned copies of documents, the verification procedure of trading account is not obligatory, but the Client can send the copy of his passport or other document which identifies his personality to the Clients' service of the Company.

6.4. A Client agrees that information entered while registration of the trading account may be used by the Company within the bounds of the fight against money-laundering.

6.5. The Client is exposed to liability for the authenticity of the provided documents or their copies, and admits the right of the Company, if their originality is doubted, to apply to the law-enforcement authorities of the document issuing country for the authentication validation, in case the act of the document forgery was disclosed, the Client will be brought to responsibility in accordance with the legislation of the document issuing country.

7. RISKS.

7.1 The goal of notifying the Client of risk information concerning financial market trading is to keep the Client informed of the potential losses which are tied to these types of risk. It's impossible to provide all information concerning all potential risks, due to the sheer number of possible situations. Interpreting the terms in the present notification coincides with those terms described in the Terms and Conditions paragraph.

7.1.1. When working with trade operations in "Margin trading" terms, even the smallest instrument rate can seriously influence the Client's trading account, due to the leverage effect. If a market moves in the opposite direction to the Client's position, it is possible to meet the loss at the initial deposit rate or any additional resources deposited to maintain open positions. The Client is entirely responsible for the accounting risks, using financial resources, and for choosing a sufficient sales strategy.

7.1.2. It is highly recommended to maintain the Margin Level at 1000% and always to set Stop Loss orders to hedge possible losses.

7. 2. VOLATILITY OF HIGH INSTRUMENTS.

7.2.1. A large variety of instruments have significant daily price change ranges, which means they have a high probability of earning profits and losses in trading operations.

7.3. TECHNICAL RISK.

7.3.1. The Client assumes financial loss risks because of informative, communicative, electrical and other types of failure.

7. 3.2. When performing trade operations with the help of the Client terminal, the Client assumes financial loss risks that may arise later, such as:

a) Hardware, software bugs and poor connection quality on the Client's side

b) Client's improper use of equipment;

c) Incorrect installation of specific settings in the Client's terminal;

d) Usage of outdated software version;

e) Client's lack of knowledge, and lack of time to understand the instructions provided in the "Client's terminal User Guide".

7.4. MARKET THAT DIFFER FROM NORMAL CONDITIONS.

7.4.1. The Client admits that when market conditions differ from normal conditions, the amount of time needed to process the orders may increase.

7.5. TRADING PLATFORM.

7.5.1. The Client assumes that a request/order queue is processed by the server one by one, whether a request or an order. Any attempt to send a new request or order will be declined. Along with this procedure, the order window should also display the message "trade is busy".

7.5.2. The Client admits that the only reliable information source for quoting is the main server that deals with real Clients. The Client terminal quoting bases cannot be relied upon, because the Client terminal is unstable and the server connection and part of the quote may be lost when disconnection occurs; the quote may never reach the Client's terminal and therefore cannot provide reliable quoting information.

7.5.3. The Client assumes that the action of closing placement/modification/cancellation order windows, or of closing opening/closing position windows, do not cancel a request or an order that has already reached the Dealer for processing.

7.5.4. The Client assumes the risk, when performing unplanned trading operations, especially in the case of resending an order before receiving the result of the previous order from the dealer.

7.5.5**.** The Client admits that simultaneous modification of the pending order level and Stop-Loss and/or Take-Profit, which were added right after the order had been executed will only be processed when a Stop-Loss and/or Take-Profit level order is modified for the opened position of the order.

7.6. COMMUNICATIONS

7.6.1. The Client assumes the risk of all financial losses caused by a delay in the dealer's and/or server's message or in the case that it was not received.

7.6.2. The Client admits that any information that has not been encrypted and sent via e-mail is not secure from unauthorized access.

7.6.3. The Client agrees that the dealer has the right to delete messages that have not been received by a Client through the internal client e-mail terminal within three calendar days from the moment the message was sent.

7.6.4. The Client is responsible for keeping confidential information, which he receives from dealer. The Client also assumes risk of any financial losses that may be caused by unauthorized access of third-parties to the client's trading account.

7.7. Risks Connected With Activity of Third Parties Which Collaborate in the Relations Between the Company and a Client.

7.7.1. Client accepts risks which are connected to disestablishment of payment systems. In case any electronic payment system abolished, the Company writes off the funds which were deposited using that payment system, from the Client's trading account.

7.7.2. Client accept risks which are connected to incorrect bank details' entering while wire transfer request and agrees that it can lead to the refund, charge repeated commission, and other risks connected with refund and repeated wire transfer.

7.7.3. Client accepts any risks connected with unauthorized usage of his/her personnel data for payment system access and also connected with usage of credit cards by the people who dispose sufficient data for it which was caused by the client's carelessness.

8. COMPANY-CLIENT COMMUNICATION.

8.1. In Order for the Company to be able to Reach the Client, the Following Options May be Used:

- Trading platform internal mail;
- Electronic mail;
- "Company News" announcement section on the Euromaxfx Website

The Company will operate with the information the Client provided when the account was opened. For that matter, the Client is obliged to notify the Company when any contact information changes.

8.2. All Mail (documents, advertising, notices, confirmations, records, etc.) is Considered to be Received by the Client:

- One hour after being sent by e-mail;
- Immediately after being sent via the internal mail trading platform;
- Right after placing an announcement in the "Company News" section.

9. RESPONSIBILITIES.

9.1. General Terms.

9.1.1. The Client secures the following:

- Is liable for the confidentiality of the login and passwords;
- Agrees to be fully accountable for all actions that result from login and using the password;
- Agrees to be fully accountable for all actions including financial market deals;

- Assumes that Company may record verbal and telephone negotiations with the Client, in order to confirm them.

9.1.2. The Company guarantees that all information provided by the Client in terms of registration is confidential and secure. In the case of disclosure, all violation will be handled according to the present Agreement.

9.1.3. The Client agrees that the Company or any third-party involved in providing Services to the Client, have no responsibility over any telephone net or Internet error, work regulation, revising or any other occurrence and the circumstances that do not depend on the Company or the information resource provider or any other third-party involved in a providing a service to the Client.

9.1.4. Client agrees that in case the Company has every reason to suppose that trading account of a client is used for money laundering or client conceals or provides false registration data; in case the Company has every reason to suppose that all trading operations were executed with breach of the agreement, the Company reserves the right to stop all the operations in the trading account of the client for inspection (registration data verification, identification of the client, history of deposited funds check, etc.) until circumstances' clarification.

9.1.5. The Client acknowledges, that under the framework of counteracting revenue laundering, the Company has a right to request the details of the bank account open in the name of the Client, imposing the limitations on funds' withdrawal from the account only by means of the bank transfer using the specified requisites. In case of the Client's refusal to submit the requisites, the Company is entitled to put on hold all operations with the account until being provided the required information.

10. TERMINATIONS OF AGREEMENT.

10.1. General Terms.

10.1.1. The present Agreement enters into effect when the Client signs it.

10.1.2. The present Agreement can be terminated if:

10.1.2.1. One of the two parties informs the other party of its willingness to terminate the present Agreement:

- In the case that all money resources have been withdrawn from Client the account, which terminates the present Agreement
- In the case the Client should violate the terms or conditions of the present agreement, the Company has the right to terminate the Agreement unilaterally, informing the Client of the reason for termination and returning the Client's money at the moment of termination.

10.1.2.2. If the Company terminates activity regulated by the present Agreement

- The Company gives the Client 1 month's notice prior to termination
- The Company refunds the Client's remaining balance from the trading account, present at the moment of termination

10.1.2.3. In the case of Client's death:

- The right to withdraw money from the Client's accounts is inherited by relatives, in compliance with the line or will.
- Use of the Client's trading account and financial market operation right cannot be inherited.

10.1.3. The Client assumes that the Company keeps the right to pause or completely/partially limit the Client's access to Company Services without prior notice should the Client's trading account finances become insufficient. In this case, the present Agreement is considered to be terminated the moment Client's services are terminated.

10.1.4. The Client assumes that the Company keeps the right to change and update content of this agreement without prior notifying.

Updated: May 2012