



# Novotrend

## CLIENT AGREEMENT

Beachmont, Kingstown  
St. Vincent and the Grenadine  
Novotrend LTD  
№ 23835 IBC 2017

Novotrend Ltd. is a company registered at Suite 305, Griffith Corporate Centre P.O. Box 1510, Beachmont Kingstown St. Petersburg. Vincent and the Grenadines, registration number 23835 IBC 2017, hereinafter referred to as the "Company", provides the service of processing customer orders and requests for transactions within the framework of margin trading in currencies and other financial instruments without physical delivery in the Personal Cabinet and the trading platform (hereinafter referred to as the "Service") on the terms of this public offer (hereinafter referred to as the "Agreement") to any natural or legal person (except for stateless persons; individuals under 18 years of age; as well as citizens and legal entities of the countries, in the following countries).

## 1. Definition of terms

Unless the context requires otherwise, in this Agreement the following terms shall have the meanings indicated and may be used in singular and plural, as the case may be:

"Ask" is a large price in a quote. The price at which the Customer can buy.

"Bid" means a lower price in a quote. The price at which the Client can sell.

"Base currency" - the first currency in the designation of a currency pair, which the Client can buy or sell for the Quote currency.

"Account Balance" - the aggregate financial result of all complete transactions and deposit/withdrawal operations on the trading account.

"Currency" - an officially recognized internal (foreign) monetary unit of a country.

"Quote currency" means the second currency in the designation of a currency pair, for which the Customer can buy or sell the base currency.

"Currency pair" - object of the trade operation based on the change in the value of one currency against another currency.

"Account currency" - currency unit in which the Client's Account is nominated and the Account Balance, commission and payments are calculated.

"Web-site" is the official website of the Company in the Internet <https://novotrend.co/> through which the access to the regulatory documents and to the Client's Personal Cabinet is provided.

"Client's external account" - bank and/or digital account of the Client or Authorized person.

"Long Position" - purchase of an instrument in order to increase the rate. For currency pairs: purchase of the base currency for the quote currency.

"Quote request": instruction of the Service Client to receive a quote. Request is not an obligation of the Client to make a transaction.

"Crediting of funds" - crediting of funds transferred by the Client or his/her Authorized person to the Client's Account and received by the Company.

"Identification data" - for physical persons: passport data specified in the Client's registration form; for legal persons: data of registration and incorporation documents specified during the registration of the Client.

"Client Account" - any account opened by the Service Client: personal, trading, and other types of accounts.

"Account credit" - the amount of money on the Client's account, available to submit Orders.

"Short Position" - sale of an instrument in terms of price decrease. For currency pairs: selling the base currency for the quote currency.

"Quote" - information about the current rate of a financial instrument, expressed as Bid and Ask.

"Counterparties" means banks and/or brokerage companies through which the Company can provide quotations to its customers or with which the Company interacts in connection with customers' operations.

"Leverage" - is an opportunity to perform trading operations for amounts that exceed the funds in the Client's account many times.

"Rate" - the value of the unit of base currency expressed in the quote currency.

"Personal account" - a non-trading account of the Client, which is opened upon registration.

Personal cabinet and is auxiliary for making advance payments by the Client.

"Personal Cabinet" (LC) is a source of reference information for the Client. The Personal Cabinet contains market, analytical and personal confidential information available only to individual users, protected by authorization parameters (login and password). The Personal Cabinet is located on the Company's website: <https://novotrend.co/>

"Lot" - a certain volume of Financial Instrument, which can be purchased/sold in accordance with the Client's Instructions.

"Margin Trading" - carrying out trading operations using leverage, when the Customer is able to make transactions in amounts significantly larger than the amount of funds in the trading account.

"Margin Trading Account" means an account for trading operations in CFDs, currencies and other financial instruments without physical delivery, opened in the name of the Client and maintained by the Service in accordance with this Agreement.

"Initial margin" - necessary funds in the Client's Account to open a position, for each instrument is specified in the Contract Specifications section on the Company's website.

"Necessary margin" - necessary funds in the Client's Account to maintain open positions, for each instrument is specified in the Contract Specifications on the Company's website.

"Non-market quote" - an incorrect quote that meets each of the following conditions:

- i. There is a significant price gap.
- ii. return of the price within a short period of time to the initial level with the formation of the price gap.
- iii. no rapid price movement before the appearance of this quote.
- iv. the absence, at the time of its occurrence, of macroeconomic events and/or corporate news having a significant impact on the instrument.

"Non-trading operations" means the operation of depositing to the Client's Account, withdrawal of funds from the Client's Account or transfers between the Client's Personal and Trading Accounts.

"Personal Account Number". - a unique number provided to each Customer who has accepted this Agreement.

"Volume of trading operation" - a product of number of lots per lot size.

"Transaction day / Trading Day" - the bank working day of the respective market.

"Client's Operations" - Client's orders and requests to the Company regarding his / her trading and non-trading operations in the Service Personal Cabinet and trading platforms.

"Pending Order" means the Client's order to open or close a position when the price reaches the Order level.

"Open Position" - the result of the first part of a complete transaction. As a result of opening a position, the Client has obligations:

- i. make the opposite transaction of the same volume;
- ii. maintain funds not lower than the level of required margin (for each Financial Instrument it is specified in the section Contract Specifications on the Company's website).

"Written notice" - an electronic document (including e-mail, internal mail of the trading terminal, etc.), an announcement in section

"Company news" on the website. Written notice is considered to have been received by the Client:

- a. One hour after being sent to the Client's email address.
- b. One hour after the advertisement is placed in the "Company News" section of the website.

"Floating Profit/Loss - Unrecorded profits/loss on open positions at current exchange rates.

"Complete transaction" - consists of two opposite trading operations with the same volume (opening a position and closing a position): buying with the subsequent sale or selling with the subsequent purchase.

"Processing center" - a legal entity or its structural subdivision, which provides information and technological interaction between the participants of settlements.

"Client Representative" means a natural or legal person specially appointed and authorized by the Client to represent the Client's interests in relations with the Company and/or the Broker on the basis of duly executed authorizing documents.

"Business Day" - working day of the Service from Monday to Friday from 09:00 to 18:00 (time UTC+3).

Company News section - a section of the website where news are posted.

"Lot Size" - number of securities or base currency in one lot, defined in the contract's specification.

"Order/Instruction/Order" - an order given by the Client to execute a trading operation in the Client's interests and at the expense of the Client's own funds.

"Instruction for internal transfer of funds" - an order transferred through the Personal Cabinet of the Client from the Company's website, the purpose of which is to write off funds from the Client's Account in favor of another Account of the Client registered with the Company.

"Withdrawal Order" - an order transferred through the Client's Personal Cabinet from the Company's website, the purpose of which is to debit the Client's Account and withdraw funds to the External Account of the Client or his/her Authorized representative indicated in the order.

"Market Price" - a quote of the Financial Instrument received by the Company from the Counterparty and reflected by the Service at the current / given moment.

"Regulations of rendering of services" - a document placed on the Company's website, which establishes the rules of conducting trading operations by the Client, the submission by the Client of Orders, their processing and execution, logging operations conducted on the Client's account.

"Service" - services that allow the Client to send / issue Orders (Instructions / Orders) to buy / sell lots of certain financial instruments, as well as have access to market, analytical and other information through the Personal Cabinet, the Company's website, the trading terminal, and other ways provided by the Company.

"Swap" - a set of two simultaneously concluded counter transactions to buy/sell various financial instruments with the same currency of the lot and the associated currency. In this case, the amount in the lot currency of both deals coincides.

"Swap payment/return" - payment for transferring an open position to the next day. Swap payment/return can be either positive or negative.

"CFD Contract" - a derivative financial instrument based on price fluctuations of the underlying asset.

"Free margin" - funds in the trading account that can be used to open new positions. It is determined by the formula: funds minus required margin.

"Server" - all programs and technical means that are used for processing Client's Instructions, execution of Client's Orders and for providing trading information in real time

(information content is determined by the Company), taking into account mutual obligations between the Client and the Company according to the relevant Regulatory Document.

"Contract Specification" - basic trading conditions (spread, lot size, minimum trading volume, step change of trading volume, initial margin, margin for locked positions, etc.) for each instrument, located on the website.

"Withdrawal of funds" - write-off of funds from the Client's Account and their transfer to the details of the Client or his/her Authorized person specified by the Client in the "Withdrawal Order".

"Spread" - the difference between Ask and Bid quotes expressed in points.

"Client Account" means any account opened by the Client on the Website, including a personal account, trading account and other accounts.

"Company Account" means the Company's bank and/or digital account as well as the Company's account with a processing center.

"Trading Platform" - all programs and technical means that provide real-time quotes, allow placing/modifying/executing orders, and calculate all mutual obligations between the Client and the Company. The Trading Platform consists of the Server and the Trading Terminal.

"Trading terminal" is a software product or application of the third party which connects to the Server. Through the Client Terminal, the Client can receive information about trades in financial markets (in the amount determined by the Company) in real time, carry out technical analysis of markets, make trade operations, place / change / delete orders, as well as receive messages from the Company. It is freely available on the website.

"Trading Account" - a unique personalized register of operations in the trading platform, which reflects complete completed transactions, open positions, non-trading operations and orders.

"Crediting Notification" - a notification sent through the Personal Cabinet of the Client from the website, with confirmation of the crediting of funds to the Client's Account.

"Order Level" - the price specified in the order.

"Financial Instruments" - any market assets, including securities, commodities, interest rates and debt instruments, currencies, indices, base, and precious metals, CFD contracts.

"Emergency" means the Company's failure to meet the conditions of the counterparty, the current market situation, the possibilities of the Company's software or hardware, and other situations that cannot be anticipated.

"Funds" - current state of the account. It is determined by the formula: Balance + floating profit - floating loss.

"Electronic payment system" - payment system, operating with digital money.

## 2. General provisions

2.1. The following documents are an integral part of this Agreement:

- Risk Warning Notice.
- Regulations for the provision of services.
- Other applicable documents available on the Company's website, named together with this Agreement "Regulations".

2.2. Regulatory documents must be carefully read by the Client, as they define all the conditions under which the Client performs trading and non-trading operations. By accepting the terms of this Agreement, the Client also agrees to the terms of all the Regulations listed above.

2.3. The unconditional acceptance of the terms of this Agreement is the registration of the Client on the Company's website.

2.4. In respect of any transaction in the personal computer system in connection with the Service or the trading platform, the Client and the Company act as principal and the Company does not act as an agent on behalf of the Client. This means that the Client is fully and directly responsible for the performance of any of their obligations under the transactions in the UK in connection with the use of the Service or the trading platform. If the Client acts on behalf of someone else, then, regardless of whether the person is identified or not, the Company does not accept him as a client and is not responsible to him, except in cases where it is separately agreed and agreed.

2.5. The address of the Company's management bodies: Suite 305, Griffith Corporate Centre P.O. is recognized by the parties as the conclusion of acceptance of this offer. Box 1510, Beachmont Kingstown St. Vincent and the Grenadines.

### 3. Service

- 3.1. Provided that the Client fulfils his/her obligations in accordance with the Regulations (including the Agreement) the Company provides the Client with an opportunity to perform operations using the Service.
- 3.2. The provision of the Company's Services includes:
  - 3.2.1. Access of the Client to the personal cabinet and trading platform, through which the Client submits orders for transactions, transfers funds, receives relevant information, including the status of current quotes from the Company's counterparties, the account status, requests account statements, performs other actions.
  - 3.2.2. delivery of current quotes provided by the Company's counterparties to the Client.
  - 3.2.3. execution of the Client's orders to trade in currencies and other financial instruments without physical delivery.
  - 3.2.4. execution of the Client's orders on asset input/output.
  - 3.2.5. placement and maintenance of Client's assets on separate sub accounts of the Company, through which the Client carries out trading operations.
  - 3.2.6. consulting support of the Client on the functioning of the personal cabinet and trading platform.
  - 3.2.7. making margin transactions.
- 3.3. The Client is aware and agrees that the Company, in accordance with the provisions of this Agreement, does not provide brokerage, dealer, depositary services to the Client, does not carry out activities on trust management of funds or other assets of the Client.
- 3.4. In respect of the Client's operations the Company performs only execution. The Company may execute the Client's order or request even though such a transaction may be unprofitable (unprofitable) for this Client. The Company is not obliged, except for the cases specified in this Agreement and the corresponding Regulatory documents, to monitor and notify the Client about the status of his trading operation; to send requests for additional margin; to forcefully close any open position of the Client. Unless otherwise specifically agreed, the Company is not obliged to make attempts to execute the Client's order at quotations more favorable than those offered to the Client through the trading platform.
- 3.5. As part of trading operations there is no physical delivery of the underlying asset. Gains or losses on trading operations are accrued/written off from the Client's Trading Account balance immediately after closing the position.

## 4. Execution of requests and orders

- 4.1. The Client's requests and orders are processed and executed in accordance with the relevant Regulatory Documents.
- 4.2. The Client shall give trading orders only through the trading platform.
- 4.3. The Company has the right (but not the obligation) to reject the Client's request or order if any condition of the relevant Regulatory Document has not been fulfilled at the time when the processing of such request or order by the Company is completed.
- 4.4. All transactions made by the Client due to such inaccurate information or error shall nevertheless remain valid and binding on both the Client and the Company.
- 4.5. The Company reserves the right to cancel or close any Client's position under certain conditions described in this Agreement or the relevant Regulations.
- 4.6. Client assumes full responsibility for the transactions/transactions in his Account and for his investment decisions.
- 4.7. The Securities Broker is entitled to cancel/delete the Client's Order if:
  - 4.7.1. a request to open/close/change the order has been received before the market starts.
  - 4.7.2. there is not enough free margin to open the order.
  - 4.7.3. if at any time the quotes in the trading terminals provided by the Company are different from the market ones.
  - 4.7.4. the order has been received/executed at a non-market quote.
- 4.8. The Company recognizes a quotation as non-marketable in the following cases:
  - 4.8.1. there is a significant price gap in the quotation flow.
  - 4.8.2. after the price gap appears the price returns to its original level in a short period of time.
  - 4.8.3. there is no sharp price movement before and after the nonmarket quote appears.

## 5. Commissions and fees

- 5.1. The Customer is aware and agrees that when using the Service and performing trading operations, the following commissions and other costs may be charged and incurred:

- 5.1.1. related to the implementation and passing of the method of input/output (transfer) of funds chosen by the Customer. In particular, they include commission and other costs (according to tariffs) of electronic payment systems or processing centers, through which the implementation and passage of the method of transfer chosen by the Customer.
- 5.1.2. Commissions and fees set by the Company's Counterparties, by means of which the Client's orders are executed and charged for each transaction made by the Client, are published in the personal cabinet.
- 5.1.3. Commissions and fees set by the Company's Counterparts, by means of which the Client's orders are executed, in case of margin trading, the amount of which is published in the personal cabinet.
- 5.1.4. other fees and costs established in the Agreement and the Regulations.
- 5.2. The Company may change the amount of such commissions and fees without prior notice when the change is beneficial to the client, or when the grounds for change are created by external circumstances beyond the control of the Company. Such circumstances include: changes in relations with the Company's counterparties, affecting the Company's cost structures; and/or changes in commissions and fees set by exchanges, brokers, clearing houses, information providers or other external providers that the Company transfers to the Client.
- 5.3. The Company may change such commissions and fees by giving one month's notice if:
  - 5.3.1. market conditions and, in particular, the actions of competitors, require changes in the terms of services provided by the Company.
  - 5.3.2. the Company intends to change its overall cost and/or pricing structure based on commercial considerations.
  - 5.3.3. The Client's essential characteristics have changed, and special conditions have been provided to him.
- 5.4. In addition to such commissions and fees, the Client is also required to pay all applicable VAT and other taxes, storage and delivery charges set by exchanges and clearing houses and all other charges set by the Company in connection with any contract and/or in connection with the maintenance of the Client's relationship.
- 5.5. The Company may transfer part of the commissions and fees to its associated partners, agents representing brokers or other third parties or receive remuneration from them in respect of contracts concluded by the Company. Details of any such commission or sharing arrangement are not specified in the relevant settlement/transaction

confirmations. The Company (or any associate partner) may benefit from commissions, surcharges, discounts, or any other remuneration when it acts for the benefit of the contracting party to any contract.

- 5.6. The Company shall, upon reasonable request, disclose to the Client, to the extent possible, the amount of commissions, markups, discounts or any other remuneration paid by the Company to any Counterparty or other third party.
- 5.7. Unless otherwise stated in this Agreement, all amounts due to the Company under this Agreement shall be at the option of the Company:
  - 5.7.1. are deductible from any funds held by the Company for the Client.
  - 5.7.2. shall be paid by the Client in accordance with the provisions of the relevant margin account, proof of settlement/transaction or other recommendations.

## 6. Transfer of funds

- 6.1. The client may transfer funds to his account at any time, by any available means. Available methods of depositing funds to your account are reflected in the Personal Cabinet of the Client and on the Company's website.
- 6.2. If the Client must pay the Company an amount that exceeds the funds in his/her account, such amount must be paid to the Company within 2 (two) business days from the moment the Client has this obligation.
- 6.3. The Client agrees and acknowledges that (without prejudice to the Company's other rights to close the Client's open positions and use other means of protection against default by the Client under the relevant Regulatory Document) if the Client has a monetary obligation to the Company under this Agreement or the relevant Regulatory Document and sufficient funds have not been credited to the Client's accounts, the Company has the right to consider that the Client has not made the payment and the Company has the right to exercise its rights under this Agreement.
- 6.4. The Client is obliged to submit requests for crediting and writing off the funds only through the Company's Personal Identification Number.
- 6.5. The client is solely responsible for the correctness of his payments. In case of changes in the Company's bank details, since the publication of new details in the LC, the Customer is responsible for the payments made by the outdated details.

## 7. Client's funds

- 7.1. Client's funds are kept in the Company's accounts, including segregated accounts opened in the name of the Company to keep Clients' funds separate from the Company's funds.
- 7.2. The Client acknowledges and agrees that the Company will not pay interest to the Client on the funds placed in the Client's accounts. The Company has the right to pay interest on the Client's funds in cases and amounts determined by the Company.

## 8. Provision

- 8.1. Any and all collateral transferred by the Customer to the Company is pledged as security for the obligation that the Customer has or will have towards the Company. Such collateral, without limitation, consists of a credit balance in the accounts and the value of the customer's open positions in the Company's counterparties.
- 8.2. If the Client fails to fulfill any of its obligations under this Agreement, the Company may immediately write off the collateral in its favor without any notice or legal action. Such sale shall be carried out by methods determined by the Company in its reasonable discretion, at a price determined by the Company in its reasonable discretion as the most real and optimal.

## 9. Set-off agreement

- 9.1. When performing operations between the Client and the Company, conversion is made at the current rates established in accordance with the Regulations.
- 9.2. If the total amount of the Client's debt to the Company, according to the respective Regulatory Document, is equal to the total amount of the Company's debt to the Client, the mutual repayment of such liabilities shall take place.
- 9.3. If the amount to be paid under the relevant Regulatory Document by one party exceeds the amount to be paid under the relevant Regulatory Document by the other party, the party with the higher debt shall pay the difference remaining after the mutual settlement to the other party and both parties shall be released from the mutual obligations.
- 9.4. The Client may not assign his rights, impose his obligations, or perform any other act of assignment of rights or obligations under the relevant Regulating Document without the Securities Broker's prior written consent. If this condition is violated, any such assignment or transfer shall be deemed null and void.

## 10. Margin Trading

- 10.1. The Client is aware and agrees that the Company has the right to provide him without prior agreement the possibility of margin trading, if such possibility is provided by the Contractor of the Company, in the manner and on conditions established by the Contractor, published in a personal office.
- 10.2. The Client is aware of the possible risks associated with margin trading and agrees to accept all profits / losses associated with it.
- 10.3. In order to open a margin position by the Client, the Company may require the Client to have an initial margin in the account, the amount of which is set for each financial instrument by the Counterparty and is published in the personal cabinet.
- 10.4. The Counterparty's margin requirement is applied throughout the whole period of a margin deal. The Client shall ensure at all times that the required margin is available in the account at all times.
- 10.5. If the margin requirements are not complied with, the Company shall notify the Client if there is a real possibility to do so. If at any time during the term of the margin transaction the margin available in the account is not sufficient to cover the margin requirement of the Counterparty, the Client is obliged to reduce the amount of open margin transactions or transfer additional funds to the Company's account. Even if the Client takes measures to reduce the amount of open margin transactions or transfer sufficient funds to the Company, the Counterparty may, at its discretion, close one, several or all of the Client's margin transactions or part of any margin transaction and the Company shall not be liable to the Client for such actions.
- 10.6. Even though due to insufficient margin (see Article 10.5) the Counterparty may close one, several or all of the Client's margin transactions, the Client, unless otherwise agreed and confirmed by the Company, must be prepared to close all open margin transactions.

## 11. Absence of investment advice

- 11.1. The Client is notified that the Company is not a financial advisor in the financial instruments market, and in accordance with the terms of this Agreement does not provide investment/trading advice or other information that may motivate the Client to perform trading operations, and the Client has no right to demand such provision.
- 11.2. The Company at its discretion may provide information, recommendations, and advice to the Client, but in this case, it will not be responsible for the consequences and profitability of such recommendations and advice to the Client. The Client acknowledges that in the

absence of fraud, wilful default or gross negligence, the Company will not be liable for any losses, expenses, costs, and damages incurred by the Client due to inaccurate information provided to the Client, including but not limited to information about the Client's trading operations. Reserving the Company's right to cancel or close any position of the Client under certain conditions described in this Agreement or the relevant Regulations, all transactions made by the Client due to such inaccurate information or error, nevertheless, remain in force and are binding on both the Client and the Company.

## 12. Conflict of interests

- 12.1. The Company, its partners or any of its affiliates may have a pecuniary benefit with respect to any transaction in the Personal Code in respect of the Service or in the trading platform, or a pecuniary benefit, legal relationship or arrangement that comes into conflict with the Client's interests. As an example, the Company may:
  - 12.1.1. act as principal in relation to any instrument and in his own account by selling or buying the instrument from the Client.
  - 12.1.2. offer another client of the Company as a counterparty to the trading operation.
  - 12.1.3. buy or sell an instrument that the Company offers to the Client.
  - 12.1.4. consult and provide other services to its partners or other clients of the Company on instruments or underlying assets in which they are interested, even though this comes into conflict with the interests of the Client.
- 12.2. The Client agrees and authorizes the Company to act in respect of the Client and for the Client as the Company deems appropriate, regardless of any possible conflict of interest or existence of any material interest in any transaction in the LC or the trading platform, without prior notice to the Client. The existence of a conflict of interest or material interest in any transaction in the Company or in the trading platform should not affect the service to the Client by the Company employees.
- 12.3. The Company may from time-to-time act in the interests of the Client with persons with whom the Company or any of its affiliates have an agreement to receive goods or services. The Company guarantees that such agreements are made in the best interests of the Client, for example, such agreements allow access to information or any other services that would otherwise be unavailable.

## 13. Resolution of disputes

- 13.1. If the Client wishes to challenge the execution of the order or the trading price and estimated value of the transaction, the Client shall refer the dispute to the officer supervising the Client or to another officer of the Company who shall examine the matter and send a timely reply to the Client within five days.
- 13.2. In case the Client has asked a question or presented a problem to an employee of the Company and has not received a satisfactory answer in time, the Client has the right to submit a written complaint to the Complaints Department of the Company ( [global@novotrend.co](mailto:global@novotrend.co) ). The Complaints Department further investigates the case and responds to the complaint.

## 14. Claims and warranties

- 14.1. The Client declares and guarantees to the Company that:
  - 14.1.1. all information provided under this Agreement, the relevant Regulatory Document and the Customer Registration Form is true, accurate and complete in all respects.
  - 14.1.2. The Client shall have the necessary authority to enter into this Agreement, to make inquiries and instructions, and to fulfil its obligations under the Regulations.
  - 14.1.3. The Client, in relation to the Company, acts and acts solely in his own interest.
  - 14.1.4. if the Client is a natural person, it is the Client who has filled in the Client's Registration Form, and if the Client is a legal entity, the person who filled in the Client's Registration Form on behalf of the Client has all the powers to do so.
  - 14.1.5. all activities carried out in accordance with the relevant Regulatory Document do not violate any law, regulation, right, statutory rules and regulations applicable to the Client or in a jurisdiction where the Client is resident or any other agreement the terms of which bind the Client or which affects any of the Client's assets;
  - 14.1.6. all trading systems applied by the Client are not aimed at exploiting possible vulnerabilities in the Company's software.
- 14.2. The Company has the right to invalidate any of the Client's positions or close one or more of the Client's positions at the current price at any time, at its discretion, in case the Client violates paragraph 16.1 of this Agreement.

## 15. Applicable law and choice of jurisdiction

- 15.1. The customer relationship and this Agreement shall be governed by the laws of Saint Vincent and the Grenadines and shall be construed in accordance with the laws of Saint Vincent and the Grenadines as the sole and exclusive applicable law.
- 15.2. The Client and the Company agree that the Supreme Saint Vincent and the Grenadines has exclusive jurisdiction and will be the sole and exclusive venue for resolution of disputes relating to the client relationship and under this Agreement and all business relationships between the Client and the Company without exception. However, the Company reserves the right to take legal action in any competent court and any jurisdiction it may deem appropriate, including, but not limited to, jurisdictions in which the Client is a citizen or resident and jurisdictions in which the Client is the owner of assets.
- 15.3. Customer shall never claim that such place of litigation is inconvenient or that it has no legal effect against Customer.
- 15.4. This article shall remain in force after any termination of the client relationship.

## 16. Guarantee of damages and limits of liability

- 16.1. The Client undertakes to guarantee the Company's protection against any liabilities, costs, claims, damages that may arise either directly or indirectly from the Client's inability to fulfil his obligations under the relevant Regulatory Document.
- 16.2. The Company shall not be liable to the Client for any losses, damages, lost profits, missed opportunities (due to possible market movements), costs or damages in accordance with the terms of this Agreement.
- 16.3. The Client has no right to transfer the passwords from the Trading Platform and the Personal Cabinet to third parties and undertakes to ensure their safety and confidentiality. All actions taken with regard to the execution of the Regulatory documents and/or using the login and password shall be considered to be performed by the Customer. The Company is not responsible for unauthorized use of registration data by third parties.
- 16.4. The Client acknowledges and accepts that margin trading is highly speculative as stated in the Risk Disclosure Notice on the website. The Client acknowledges and accepts that margin trading can expose the Client to significant risks, including but not limited to risks such as legal and financial risks before entering into unrestricted losses, without a guarantee of return on invested capital or guarantee of return. The Client acknowledges

and accepts that margin trading is only suitable for persons who may accept financial losses more than their deposits and who have surplus funds, the substantial loss of which will not affect their living conditions.

- 16.5. The Company will not be liable to the Client for any failure, hindrance, or delay in performing its obligations under this Agreement if such failure, hindrance or delay is a direct or indirect consequence of circumstances beyond the Company's reasonable control. Such force majeure includes, without limitation, any technical difficulties, such as telecommunication accidents or damage, lack of access to the Company's website, for example, due to maintenance, declaration or threat of war, insurrection, public disorder, natural disasters, prescriptions of law, measures taken by authorities, strikes, lockouts, boycotts or blockades, whether the Company is party to a conflict, suspension, liquidation or closure of any market, or lack of access to the Company's website.
- 16.6. In the circumstances provided for in paragraph 17.5, the Company may (without prejudice to other rights of the Company under the relevant Regulatory Document) take any of the following steps without prior written notice and at any time:
  - 16.6.1. to increase margin requirements;
  - 16.6.2. close any or all of the Client's open positions at a price that the Company reasonably believes to be fair.
  - 16.6.3. suspend or modify the application of one or all of the provisions of the relevant Regulatory Document until force majeure makes it impossible for the Company to comply with those provisions.
  - 16.6.4. take or refrain from taking any action against the Company, the Client, and other clients if the Company reasonably believes it is appropriate in the circumstances.

## 17. Other terms and conditions

- 17.1. Securities Broker is entitled to suspend the Client's services at any time with sufficient grounds (prior notice to the Client is not required).
- 17.2. In the event of situations not described in the relevant Regulatory documents, the Company will act in accordance with accepted market practices, based on the principles of honesty and fairness.
- 17.3. The Company's full or partial exercise of any right, or failure to exercise any right (under this Agreement or the law), shall not be deemed to be a waiver of any further exercise by the Company of such or other rights under the relevant Regulatory Document or law.

- 17.4. The Company has the right to amend this Agreement at its own discretion and without the consent of the client but is obliged to notify the Client of any changes made by any available means specified by the client when registering on <https://novotrend.co/> . The Company reserves the right to determine the priority method of sending information as the client's e-mail address. The Client accepts changes in the agreement and is aware of all possible consequences associated with the entry into force of these changes.
- 17.5. The Company has the right to decide on the Client's full or partial exemption from the Company's liability for the Client's violation of the provisions of the relevant Regulatory Document during its validity period or to make another compromise decision. In doing so, all infringements shall be considered regardless of the statute of limitation and the Securities Broker shall be entitled to bring claims against the Client at any time. The aforesaid circumstances shall not prevent the Securities Broker from exercising his other rights provided for in the relevant Regulating Document.
- 17.6. The Company's rights under the relevant Regulatory Document are additional to the rights under the laws of Saint Vincent and the Grenadines.
- 17.7. The Company may assign its rights and obligations, in whole or in part, to a third party provided that the Client has been duly notified and the assignee agrees to the terms of this Agreement and the applicable Regulatory Document.
- 17.8. If any provision of the applicable Regulatory Instrument (or any part of any provision) is found by a court of competent jurisdiction to be unenforceable, that provision will be deemed to be a separate part of the Agreement or the applicable Regulatory Instrument and will not affect the validity of the remainder of this Agreement or any other relevant Regulatory Instrument.
- 17.9. The Company is not a tax agent of the Client in relations with the state under whose jurisdiction the Client is.
- 17.10. The Client himself calculates and pays all possible taxes and fees in the amount and manner prescribed by the laws of the state under whose jurisdiction the Client is.
- 17.11. Notices and other messages delivered or sent to the Client's email / mobile phone, specified by the Client for this purpose, as well as in the Personal Cabinet or published on official websites of the Company, shall be considered delivered to the Client in person.
- 17.12. By accepting the terms and conditions of this Agreement, the Client also agrees that he will receive letters and mailings from the Company to his personal email, as well as gives his consent to receive mailings in the form of short text messages (SMS) to the phone number specified in the Personal Cabinet.

- 17.13. In case of disagreement, the English version of this Agreement and relevant Regulations shall take precedence over the versions of this Agreement and relevant Regulations in other languages.

## 18. Termination of relations

- 18.1. The client relationship shall remain in force until terminated.
- 18.2. The Client is entitled to terminate the Client relationship immediately by giving written notice to the Securities Broker. The Securities Broker is entitled to terminate the client relationship with a 1-month notice. The Company shall ensure the transmission of the notice to the Client on a reliable medium. Termination of the relationship shall not affect any rights and obligations arising.
- 18.3. Upon termination of the relationship, the Company and the Client undertake to complete all contracts that have already been concluded or are in the process of being executed and this Agreement remains binding on both parties in respect of such transactions, the Company has the right to withhold all amounts due to it until any credit balances are transferred to the Client's account and has the right to postpone such transfer until the completion of all and any contracts between the Company and the Client. Furthermore, the Company has the right to require the Client to pay any transfer costs incurred by the Client.