

# ZET10 - USER AGREEMENT

This agreement applies to the online trading platform for trading in Contracts for Difference (the "Trading Platform") and the Company systems inclusive (as defined henceforth) and the electronic content and software included in the website which provides you information, in real time, about financial instruments, derivatives and commodities and about The Company and for execution of trading transactions on foreign currencies, financial instruments, derivatives and commodities ( henceforth "The Services") and over any feature, content and/or services which The Company may add or provide you in the future. The Company is providing its services directly to its customers and/or by means of third parties authorized by it from time to time to provide such services.

This agreement is intended to encompass the relationship between the company and the customer, in relation to the trading activity of the customer through the company, and among others to organize the issues and points which the company is required to fulfill in connection with this activity, according to law. The customer must carefully read the entire agreement, obtain all explanations and clarifications to his requests and to his full satisfaction, to understand and agree to its entire content and the implications thereof, prior to signing it.

The customer hereby states that all the details, information, the documents and documentation he provided to the company today are true, complete, and precise and updated. The customer is obligated to inform the company in writing of any change which will occur in the details supplied by him to the company. The customer declares that any copy of a document supplied by him to the company whether by mail, fax or other electronic means, is a genuine copy of the original document.

The preamble to this agreement and all the addendums are inseparable part of this agreement.

## 1. Definitions

The following terms in this agreement will have the significance written next to them, unless it was otherwise stated in this agreement:

1. "Trading Platform" means an electronic system programmed to enable trading in services over the internet, including the Company platforms as defined above.
2. "Rates" mean the exchange rates of foreign currencies and/or rates or prices of financial instruments, derivatives and commodities which the system offers and is based on indicative rates which the various financial systems provide, as the ongoing rates which are updated in the financial markets.
3. "Markets" mean the international financial markets in which are set the exchange rates of currencies, under free trade, prices of financial instruments, derivatives and commodities, and other markets in which different financial assets are traded.
4. "Business Day" means one calendar day which starts at 00:00 and end at 23:59, according to the GMT (Greenwich Time) clock.
5. "Transaction" means buying/selling of a financial asset and/or commodity in consideration of quantity or set price, or buying/selling or exchange of one currency against another, in a particular business day.

6. "Closure" means the reverse transaction intended to close an open position (the sale of a financial asset that was bought earlier or vice versa) in the amount identical to that outplayed in the original transaction on the same business day.
7. "Contract" means obligation to buy/ sell financial asset and/or commodity in a predetermined price.
8. "Rolling transaction" is a change of day in the value of the transaction which was opened for two business days from the day of its execution.
9. "Collateral" means the sums you deposited with the Company after the deduction of losses and with the addition of gains derived from the transactions and after the deduction of withdrawals.
10. "Stop loss" means the rate in which a transaction will be executed, contrary to existing position, which was found to be under loss in comparison to the market rates.
11. "Limit" means the rate in which a transaction will be executed, contrary to an existing; position which is found to be in a gain, compared to the market.
12. "Trading Week", means the period in which transactions are executable through the system, which starts on the Sunday of each week at 22:00 GMT (Greenwich Time) and ends on Friday at 22:00 (Greenwich Time) of the same week.
13. "Trading hours for financial asset and/or commodity" – a table advertised on the Trading Platform detailing the trading hours and breaks during each day of the week.

## 2. Customer account

The Company services are available and therefore the use only of people and/or organizations specifically from Russia and CIS countries, which are authorized to enter into obligation agreements under the laws of the country of their residence. Given the unregulated nature of such activities in Russia, the conclusion of CFD-contracts that are instruments with financial leverage is offered by the Company to Russian customers. In addition, the services are not available to users who are less than 18 years of age or in any other manner under the legal age (henceforth "Minors"). These services are also not available to people from European Union, meaning to people who are not judicially fit or not authorized to sign obligating agreements under the laws of the country of their residence. If you are a minor or judicially unfit, you can't use this service. In order to remove any doubt, the Company will not be responsible for any unauthorized use of its services by minors or those who are judicially unfit. It is the responsibility of the customer who uses the company services, to check and verify that this does not contradict any law or rule which he is subject to. In addition, the customer must comply with any legal obligation he is subject to, or will be subject to in the future, as a result of this affiliation with the company and the use of its services. Furthermore, the services are available for use by people who have sufficient experience and knowledge in financial matters, to be able to assess the advantages and risks in the acquisition of financial contracts and the execution of transactions and who do it without the reliance on information included in the site. To remove any doubt the Company is not obligated to verify and/or check whether you have the knowledge and/or sufficient experience as mentioned above, and will not be responsible for any damage and/or loss which was caused to you as a result of information and/or insufficient experience. In addition, it is made clear that the Company is not responsible for the accuracy of the information published by it on the site and/or any other media and any mention or publication of any information item must be regarded as unsubstantiated in regard to conducting the activity and risks by you. We emphasize to you that

you must verify that all the information you need was checked by you through applying to external information sources, to your satisfaction, prior to any activity on your behalf within the company.

The use of the Trading Platform and/or the system is according to a limited license given to the customer personally and exclusively. It is not transferable and is subject to the provisions of this agreement. It is prohibited to transfer and/or to guide and/or to allow another to make use of the license and/or to act in the customer's account. Moreover, it is prohibited to provide the user name and password to the Trading Platform to another person beside the customer. Any action or any damage, caused to the customer's account, the company and/or other customers by the breach of this Agreement will be the customer's responsibility alone.

All the transactions, including deposits and withdrawals of funds are the customer's responsibility. More ever, all the equipment required to the customer as an end-user for proper activity in the system is the customer's responsibility, including protecting the user name and password.

2.1 Following the customer registration to the company services, the customer will be requested to provide personal identification information. The purpose of this procedure, among others, is to assist the authorities to fight the financing of terror organizations and money launderings. The customer must verify that the information provided to the company contains complete and precise data, and is not pretending to be another person and/or another legal entity. The customer will be required to present identification documents. Not providing the required documents will prevent the customer from being registries as the company's client. In case the customer had been registries as incorporation and/or business entity, this agreement will constitute a declaration that the customer holds the authority to make this business connection.

2.2 With the signing of this agreement by the customer, the Company or any agent on its behalf will open an account under the customer's name in the trading system. The account and other relevant data will be according to the information supplied to the company by the customer. The customer must verify that the information provided to the company contains complete and precise data. It is emphasized that providing erroneous information might be considered a violation of the law and will result in the immediate freeze of the account or it deletion.

2.3 With the consent of the customer to all the conditions of this agreement, the customer authorized the Company or a qualified agent on its behalf, to perform for him orders and activities according to the customer's instructions or according to instruction given by the customers authorized agents in writing and/or verbally, and all under the powers given to the Company under this agreement.

### 3. Company obligations:

3.1 The company has the skills and the knowledge needed to provide the services.

3.2 The activity hours during which the company will provide customers support will be indicated on the Trading Platform and will be adjusted from time to time according to the company sole reasoning.

- 3.3 Will not provide any consulting to any of its customers. Any information that may be found in the company site or in any other of its publications can't be considered as financial advice or guidance for any purpose is it whatever it may be. The Company may, under your specific request, provide you with information related to foreign currencies, exchange rates, financial instruments, derivatives and commodities. It is hereby made clear that the checking into its accuracy and/or correctness is your sole responsibility.
- 3.4 The company will not expose information and details about its customers, unless so required by the law. The company is permitted but not obligated to review and supervise the information provided to the customer for any cause, according to its sole consideration. By this agreement, the customer declares his consent that the company will not have any commitment or take any responsibility for its actions. The company is allowed to document the information it receives from the customer by any means of documentation.

#### 4. Customer obligations:

- 4.1 All the details you will provide to the Company will be accurate, complete and that you are an adult above 18 years of age, fit and authorized to commit under the conditions of this agreement and that you are an investor with financial knowledge and experience, in order to understand and independently assess the risks involved in the actions resulting from this agreement.
- 4.2 You are the owner and sole beneficiary of the account.
- 4.3 You understand that the laws regarding financial contract do differ from country to country and that it is your obligation to find that you are in full compliance with the laws, the rules and guidelines which belong to the country of your residence, as per the use of the site.
- 4.4 To remove any doubt, the actual ability to access the Company site, does not imply that the services and your activity comply with all the laws, rules and guidelines practiced in the country of your residence.
- 4.5 You hereby confirm that you conducted the necessary investigation and found that there is no legal obstruction which prevents you from using the system or the execution of transaction as described in this agreement. It must be emphasized that the services should not be used where their use is illegal. The Company retains the right to refuse and/or cancel services or part of to a customer, at any time, under its sole discretion and without the need to explain, among other in cases in which the Company will discover that you are conducting activity which is not covered by law.
- 4.6 All the funds deposited in your account from time to time are from a legal source, are not the profits of crime or violation, including profits from dealing drugs or activity with other prohibited substances or profits derived from illegal trade in arms, unlawful gambling, prostitution, terror money etc. in addition you obligate to comply with all the instruction of the law which prohibits money laundering and you

are aware that if the company will discover you violated your obligations as said and/or that your statements as said are inaccurate and/or un true, then an irrevocable instruction is given to the company to block the account from performing activities and report , if needed , to the authorities.

- 4.7 The customer agrees to indemnify and/or compensate the company, its directors, its employers and its agents for any loss and/or damage and/or responsibility and/or cost that will be caused to the company or to its behalf from not standing in the agreement terms, violation of the agreement or violation of the rules and/or instructions. In case the customer will indemnify and/or compensate the company, its directors, its employers and its agents, the company will be allowed to set off the customer's debt from his accounts.
- 4.8 You are aware of the risks involved in the execution of transaction described in this agreement and that you have read and understood the addendum of risks disclosure, which is inseparable part of this agreement and agree to all its conditions.
- 4.9 The customer hereby declares that only capital and/or funds that he is able to risk, and its lost will not damage him essentially will use him for trading in his account. The customer is aware that if he does not hold other capital, it is recommended that he will avoid trading in the financial markets.
- 4.10 You confirm that you are solely responsible for the acts and orders for performance in your account, whether performed by you personally or by and agent or a person with power of attorney or by the Company reps who comply with your instructions. In addition, you agree that the Company and/or its rep and/or anyone on its behalf will not be liable to you in any way for the results of such acts and/or instructions.
- 4.11 You are aware that the Company does not supply any equipment and it is not a provider of Internet services and therefore will not be liable directly or indirectly, for any failure of your terminal equipment, or any other equipment which was not supplied by the Company and/or any other fault, including the connection to the Internet and/or any computer software or bugs and / or errors in the software, including delay in the transfer of your instructions or their late receipt. You will be responsible to provide and maintain the means by which you will access the site, including a personal computer, modem telephone or any other access line. You will be responsible for the fees, usage cost, license, operation etc. which require payment for the purpose of access and service needed for the connection with the site. You will accept all the charges resulting from access to these systems.
- 4.12 You undertake all the risks connected with the use and storage of information in your personal computer or any other computer, with which you will access the site and the service (hereinafter "The computer" or "Personal Computer") You declare and obligate that you already perfumed and/or intend to perform and maintain an adequate protection as per the access and control of the computer, computer viruses, material, installations, information or data which might be damaging or

unfit. You agree that the Company will not be liable to you in any way in the event of failure or damage or destruction in the computing system, data or your records, or part of them or due to delays, loss, errors, and missions as a result of the fault or the incorrect treatment of telephonic equipment, computer or software. That you will not transfer in anyway, directly or indirectly to the Company and will not expose it or any of its online service providers, to any virus or inappropriate installation which may be damaging in the same way.

- 4.13 The customer commits that he is trading in a proper form and for real speculative profit and is not trying to take advantage of the trading system if by manual trading, black box or experts or any other way of attempt to buy/sell at a price that is not the real market price, or by putting multiple future orders of small differences, or by putting quick orders of in/out, or by requesting a price via IP connection that is not in the range of the indicative exchange rates. In case the company revealed an attempt to take advantage of its trading system, the company holds the right to cancel trading profits which are a direct outcome of this attempt. The customer is hereby giving up any claim against the company regarding the set off of these profits.
- 4.14 You are aware that the Company does not represent, commit or guarantee that you will be able to access the site, or use it in the times and location which you choose or that the Company will have the capacity in the site in general, or in any geographical location the site will provide uninterrupted service and error free. In addition, you are aware that the Company will not be responsible for the inability to execute instructions and requirements due to failure in the operation of the information's systems that was caused by defects of any kind.
- 4.15 You will report your activity to and government authority or other tax authority, as you may be required under the laws that apply to you or the country of your residence and that you will pay all government taxes, fees, tolls and debts connected with the activity in your account, including required deductions and you hereby remove any claim against the Company in this matter. In spite that is said in this section, if and in case that it may be found the company must withhold tax in lieu of your activity, you give the company your consent to withhold the sums required by the law.
- 4.16 You have read the entire agreement and understood its content and implications, including the risk of losing the full collateral, prior to accepting it conditions.
- 4.17 That you know the company is not acting as a portfolio consultant and/or portfolio manager.
- 4.18 That you are aware that all the rate which are shown in the trading system are indicative based on updated trading rates from the international currency markets. You are aware and consent that the company does not and can't have complete and

absolute obligation to execute any of your instructions, under the indicative rates displayed in the trading system. Only a final confirmation of the execution of a transaction is proof of execution of your instruction.

- 4.19 You are aware that the Company will not be liable, in anyway, due to claims, legal suits, disputes, losses, expenses, damages etc, which you will incur as a result of relying on any information supplied by the Company.
- 4.20 The services provided by the Company consist strictly of CFD trading platform, meaning the ability to online buy and sell CFDs only ("Services"). We further stress that our services are only intended to provide for online trade of CFDs by using our platform. By the fact that you buy and sell CFD online using our online platform, you approve and admit that you have received the services that you were expecting to receive from us to your full satisfaction (the "Service Approval").
- 4.21 You confirm your awareness and agree that in case that you will cause a Damage\* to us by any kind of action on your part, you agree to pay us liquidated damages (in addition to the damages incurred and without a proof of damage) in a fixed amount of 5,000 USD. Moreover, you should note that you may be subject to a legal action and possibly liable for any damages incurred by us and by any other third party due to such actions.

## 5. Authority to Trade

Each time you enter into a trade you agree to repeat the following conditions:

- 5.1 You are not an employee of any Exchange, a corporation in which any Exchange owns a majority of the capital stock, a member of any Exchange and/or firm registered on any Exchange or any bank, trust or insurance company that trades in CFDs;
- 5.2 You will not enter into any Transaction which falls within the definition of Market Abuse. You are reminded that this applies to all forms of Market Abuse such as insider trading (an abusive exploitation of privileged confidential information), the misuse of information and directors trading in shares of their own companies; in such circumstances, we reserve the rights to void / cancel part/all your abusive trading transactions, close all and any of your Trading Accounts and terminate the agreement.
- 5.3 You will not enter into any Transaction which falls within the definition of Scalping or automated data entry system. Such Transactions will only be permitted with our prior written consent. Accordingly, a significant number of transactions with short duration may be deemed as abusive trading and will not be allowed; in such circumstances, we reserve the rights to void/cancel part/all your abusive trading transactions, close all and any of your Trading Accounts and terminate the Agreement.
- 5.4 You will not use the Trading Platform in an abusive way by lag trading and/or usage of server latency, price manipulation, time manipulation and similar arbitrage practices. In such a case, we reserve the rights to void/cancel part/all your abusive trading transactions, close all and any of your Trading Accounts and terminate the Agreement.

- 5.5 You will not enter into transactions or combinations of transactions such as holding long and short positions in the same or similar instruments at similar times either by you or by you Acting in Concert with others, possibly Connected Accounts, which taken together or separately are for the purpose of manipulating the Trading Platform for gain. Such activity shall be subject to our right to seek reimbursement by equalization from you or any of the Connected Accounts. In such a case, we also reserve the right to close all and any of your Trading Accounts and terminate the Agreement.
- 5.6 The execution, delivery and performance of the Agreement and your use of the Trading Platform including each Transaction you complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to you, in the jurisdiction in which you are resident, or any agreement by which you are bound or by which any of your assets are affected;
- 5.7 You hereby authorize us to act on any instruction given by you on the Trading Platform.
- 5.8 We shall be entitled, and you hereby authorize us, to rely upon any oral, electronic or written communication or instruction received from you through the Trading Platform or from email instructions received from the Account Credentials used when you first accessed the Trading Platform. You agree that: once securely logged on to the Trading Platform following entry of the Account Credentials, you authorize us to act upon instructions and to consider the instructions of like force and effect as written Orders made by you;

## 6. Stop Loss order

The Stop Loss order will be executed at the rate you selected. This kind of transaction will be made as a Market order immediately as soon as the rate in the trading systems will be identical to the order you issued. The company can't commit that the Stop Loss order will be always executed at the rate you defined, since there may be situations that due to market conditions (liquidity, extreme fluctuations, force majeure, opening of a new trading week in different rates than the closing rates of the previous week, Gap and more) the Stop Loss order can't be executed at the rate you defined.

## 7. Expiry Transactions and Rollover

- 7.1 We may in our sole and absolute discretion, set an Expiry Date and time for a specific Instrument. In the event, we set an Expiry Date for a specific Instrument, that date will be displayed on the Trading Platform in the details link for each specific Instrument. You agree that it is your responsibility to make yourself aware of the Expiry Date and time.
- 7.2 If you do not close an open Transaction with respect to an Instrument which has an Expiry Date, prior to such Expiry Date, the Transaction shall automatically close upon the Expiry Date. The Transaction shall close at a price which will be the last price quoted on the Trading Platform immediately prior to the applicable Expiry Date and time.
- 7.3 Any Orders that are not attached to an open position (Close at Profit, Close at loss, Trailing Stop and Guaranteed stop) will not rollover but rather will expire at the end of the contract period of the proposed Instrument to which it relates.

- 7.4 You acknowledge that the trading of certain instruments on the Trading Platform may become volatile or illiquid without warning. In such circumstances, it may not be possible to execute orders on your behalf, particularly in the period shortly before an expiry.
- 7.5 For certain Future Contracts, we may, in our sole and absolute discretion, decide to set an automatic roll over to the next contract so that they do not automatically expire. Where an automatic rollover occurs, the open position will be closed at or just prior to the Last Dealing Time and become due for settlement and a new position will be opened; such closing and opening trades will be on our normal terms.
- 7.6 All Orders attached to an open position (Close at Profit, Close at loss, Trailing Stop and Guaranteed stop) with automatic rollover will also be adjusted on the same terms unless you cancel such Order prior to the rollover of the Instrument. Please note that when the Order is rolled over it will also be adjusted to reflect the difference between the current price level of the Instrument that is the subject to the old Order and the corresponding level of the Instrument that is the subject to the new Order.
- 7.7 We reserve the right to expire Transactions in the event that a trading instrument is removed from the Trading Platform.

## 8. Bonuses

- 8.1 From time to time we may offer bonuses by way of promotion. You acknowledge that you have read and understood the details of the terms and conditions associated with all such bonuses listed on the website. Additionally, you are aware that such money bonuses may vary from time to time, as applicable.
- 8.2 If you do not wish to receive a bonus please contact us via the "Contact Us" page on our Website indicating so. This page is also available through the "Help" menu on the ZET10 Trading Platform.
- 8.3 You agree to abide by the restrictions and limitations in force in respect of these bonuses (as described in this Section) should you qualify for one. At any time during our business relationship any breach of these restrictions and limitations identified by our internal reporting systems will invalidate or render void any bonuses and associated trading gains that you may qualify for. All bonuses on your account are subject to these restrictions and may lapse if not utilized. Advertised bonuses are restricted to one account per Household.

## 9. Fees

- 9.1 INACTIVITY FEE of up to 15€ per month may be payable by you due to the fact that ZET10 services are continually provided to you for trading in CFDs, regardless of your actual use. This fee will be charged if there are no transactions on your account for a period of at least 3 months or you have not logged into your account for 3 months when open transactions are held. This Fee will not be charged if your account has a zero balance.

## 10. Refund Policy - Clearance and payments

- 10.1 Due to the essence of business, this refund policy is for informing you that the company does not provide any refunds.
- 10.2 The only exception is made if a client funds his/her account and does not trade, he/ she is allowed to send a refund request.
- 10.3 The company will refund any funds with the same method of deposited payment. There are fees which will be deducted according to the refund's method.
- 10.4 In case of detecting any abuses or fraudulent activities against the company policy, The Company reserves the right to decide about the claimed refund based on the terms and conditions of the Company.
- 10.5 The Company will not provide refunds for those clients' losses due to any reasons.
- 10.6 All other requests are considered as withdrawals based on the withdrawal procedures as explained in our website.
- 10.7 To remove any doubt, a payment you will request from the balance in your account, will be transferred to you not later than 14 days from your request.
- 10.8 It is hereby clarified that payments entitled to the customer from the remaining balance in his account, will be transferred back to the customer by the use of the same mean of payments in which it was deposit.

## 11. Withdrawals

- 11.1 Withdraw funds from your account will require you to fill, sign scan and send to the company a duly signed withdrawal form and all requested documents. The company will not commence the withdrawal process without it.
- 11.2 The funds will be returned to the bank account/credit card/other source of payment from which the funds were originated.
- 11.3 Withdrawals will take up to 14 business days to reach your bank account/credit card/other source of payment.

## 12. Notice

- 12.1 All notices to the Company should be sent either: by fax or by first class pre-paid recorded delivery post or airmail or (c) to such other address, fax number or email as we may from time to time advise you.
- 12.2 Only emails received from support@ZET10.com or from the "ZET10.com" domain are legitimate communications from ZET10. Any other emails claiming to be from ZET10 and not from the "ZET10.com" domain is deemed fraud and impersonation. If personally delivered, such communication shall be deemed delivered upon actual receipt; if electronically transmitted pursuant to this Section, such communication shall be deemed delivered the next business day after transmission (and sender shall bear the burden of proof of delivery); if sent by overnight courier pursuant to this Section, such communication shall be deemed delivered upon receipt; and if sent by certified mail pursuant to this Section, such communication shall be deemed delivered as of the date of delivery indicated on the receipt

issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal. Any party to the Client Agreement may change its address for the purposes of the Client Agreement by giving notice thereof in accordance with this Section, or as otherwise permitted by the Agreement.