

2019

Client Agreement

XINROX LIMITED

Client Agreement

Legal entity Interday Markets Limited Ltd. registered at the address St. Vincent and the Grenadines, Kingstown, VC0100, P.O. Box 362, hereinafter referred to as the Interday Markets Ltd. and/or Interday Markets Limited and/or the Company, on the one part, and _____ (Full name), hereinafter referred to as the Customer, represented by _____ (date of birth, series and number of passport) _____ (place of registration), on the other part, concluded the present agreement as follows. The place of the Agreement conclusion is considered to be the place of the Interday Markets Ltd.'s registration.

1. General provisions

- 1.1. Interday Markets Limited provides the Customer with a technical possibility to conduct trading transactions at financial markets under the terms and conditions of the present public offer (hereinafter referred to as the "Agreement"). The Subject of the present Agreement is the procedure and conditions according to which the Interday Markets Ltd. provides services to the Customer at financial markets.
- 1.2. The present Agreement concluded between Interday Markets Limited and the Customer shall be thoroughly studied alongside with any changes and addenda. The Customer confirms that the Customer has read all the provisions of the Agreement, addenda and appendices hereto by the moment of the account registration, fully understands them as well as all the rights and liabilities under the Agreement.
- 1.3. Should any part of the present Agreement be declared invalid or unenforceable, the other part of the Agreement remains in full force and effect.
- 1.4. The unconditional adoption (acceptance) of terms and conditions of the present Agreement is considered to be advance payment made by the Customer under the present Agreement and its receipt by Interday Markets Limited. As soon as the Customer successfully registers the account, each transaction conducted in the Personal Area or on the trading platform becomes the Subject of the present Agreement as well as the Addenda and Appendices hereto. The Notice of Risk shall form an integral appendix to the present Agreement.
- 1.5. The terms and conditions of the Agreement are valid both for the existing and for the trading transactions opened in the Interday Markets Ltd.'s account.
- 1.6. The Interday Markets Ltd. takes all appropriate measures to prevent the collision of interests between the Interday Markets Ltd. and the Customer.
- 1.7. After the acceptance of the Customer Agreement terms and conditions by the Customer the latter guarantees that all trading transactions with Interday Markets Limited are conducted in compliance with the terms and conditions of the present Agreement. The Customer guarantees that his/her actions comply with the following conditions:
 - 1.7.1. The Customer is a natural person at least 18 years old, the documents are submitted by him/her in person at the account registration and are authentic;
 - 1.7.2. The Customer is solvent, not participating in the bankruptcy process or is not subject to any legal decisions which can prevent the fulfillment of the present Agreement. The Customer guarantees that any transfers of funds to Interday Markets Limited and/or directed to the Interday Markets Ltd's account of the Customer do not result from any illegal activity;
 - 1.7.3. The Customer informs Interday Markets Limited on any changes of the submitted personal data.
- 1.8. In case the Customer fails to fulfill at least one of the aforementioned conditions during trading transactions, the Customer still remains liable for all the transactions and corresponding profits or losses.
- 1.9. The Interday Markets Ltd.'s will make every possible effort to notify the Customer about all important changes before such changes come into effect. The notice can be made in writing or in the electronic form, in the form of the notice on a website or via other means at the discretion of the Interday Markets Ltd.. The Interday Markets Ltd. has a right to change the terms and conditions of the Agreement in a unilateral way without notifying the Customer. The Interday Markets Ltd. undertakes to post the relevant revision of the Agreement on the website.
- 1.10. All the prices or quotations the Customer can see in the promotions broadcast on TV or announced on the website of Interday Markets Limited have an indicative nature. Trading transactions with Interday Markets Limited can be conducted only at the prices indicated on the trading platform.

1.11. Interday Markets Limited, at its own discretion, has a right to assign the rights and liabilities under the present Agreement to the third parties and send a preliminary notice to the Customer at least 10 calendar days in advance.

2. Service

2.1. Interday Markets Limited has a right to refuse the registration of the Customer's account and/or the Interday Markets Ltd.'s account due to various reasons and shall not be obliged to disclose such reasons.

2.2. The Agreement concluded between the Interday Markets Ltd. and the Customer covers all the Interday Markets Ltd.'s accounts opened by the Customer in Interday Markets Limited. The present agreement covers all the positions both opened and closed by the Customer, orders and any other trading or non- trading transactions.

2.3. Interday Markets Limited has a right to request additional documents from the Customer apart from standard ones necessary to confirm the registered account. On its own initiative or by the demand of third parties, Interday Markets Limited has a right to request the documents from the Customer confirming the source of funds the Customer forwarded to his/her Interday Markets Ltd.'s account. By its own discretion, Interday Markets Limited has a right to request the information from credit reference agencies to check the Customer's data at the Interday Markets Ltd.'s account opening.

2.4. The Interday Markets Ltd. has a right to block the Customer's access to the Interday Markets Ltd.'s accounts by any means and without giving any prior notice if the Interday Markets Ltd. reveals suspicious activities at the Customer Interday Markets Ltd.'s account. The Interday Markets Ltd. has a right to close the Customer's account giving notice to the Customer. However, a written notice is not mandatory.

2.5. In case Interday Markets Limited closes all or a part of the Customer's transactions or changes pending orders and/or closes the Interday Markets Ltd.'s account, the Interday Markets Ltd. has a right to consolidate the remaining funds at any Interday Markets Ltd.'s account opened by the Customer in Interday Markets Limited in compliance with the Agreement.

2.6. Interday Markets Limited reserves the right to use the available cash assets at the Interday Markets Ltd.'s account at its own discretion to repay the Interday Markets Ltd.'s debt payable to Interday Markets Limited on other Interday Markets Ltd.'s accounts. Interday Markets Limited can use any Customer's funds to settle any other his/her liabilities to the Interday Markets Ltd. including, but not limited to court costs and interest payments.

2.7. The funds are credited to the Customer Interday Markets Ltd.'s account in the the account currency regardless of the transferred funds currency. The funds are withdrawn in the Interday Markets Ltd.'s account currency.

2.8. The Interday Markets Ltd. has a right to withdraw the funds in any Currency (equal to the amount of the request for the funds withdrawal).

3. Contact Information

3.1. The Customer undertakes to provide the Interday Markets Ltd. with the relevant and true contact information at the account registration and the Interday Markets Ltd.'s account opening. Such information shall include the phone numbers at which the Customer is available during the day, the e-mail and actual address; the Customer also undertakes to inform the Interday Markets Ltd. on any changes of these data.

3.2. All trading transactions at the Interday Markets Ltd.'s account shall be conducted by the Customer only or by the trading robot activated by him/her but not by a third party. In case the Customer facilitated bidding at his/her Interday Markets Ltd.'s account conducted by a third party, the Customer shall be still liable for all trading at the Interday Markets Ltd.'s account. The Customer may have an access to other types of account management in compliance with which the Customer does not perform any independent actions at the Interday Markets Ltd.'s account.

3.3. Trading transactions and pending orders can be placed only by means of the customer terminal through the Internet using various ways stipulated for by the Interday Markets Ltd. or third parties

3.4. The Customer agrees that Interday Markets Limited may record all phone communications between Interday Markets Limited and the Customer without prior notification. These records are owned by Interday Markets Limited and will be used as the evidence in case of any arguments arising. The records are not sent to the Customer upon the request.

3.5. Interday Markets Limited shall not send the Interday Markets Ltd.'s account statement to the Customer. The Customer is provided with a technical opportunity to make such statements on his/her own. Interday Markets Limited has a right to contact the Customer to notify or to discuss any issues of trading by phone, e-mail or other communication means at any time whether they relate directly to the Customer or not. Any correspondence (documents, notices, announcements, reports, etc.) is deemed to be received by the Customer:

3.5.1. after 1 (one) hour since it has been sent to the given e-mail

3.5.2. immediately after it has been sent by the internal e-mail of the trading platform

3.5.3. immediately after it has been sent by fax

3.5.4. immediately after the end of the telephone conversation

3.5.5. in 7 (seven) calendar days since the moment of mailing

3.5.6. immediately after placement of the announcement in the section "Company News" on the Interday Markets Limited website

3.5.7. immediately after placement of the notification in the Customer's Personal Area.

4. Website

4.1. Interday Markets Limited with its business platform, Xinrox Ltd. (www.xinrox.com), shall not bear any responsibility for any computer viruses or other harmful software that may be received by the Customer from the website of Interday Markets Limited.

5. Introducing Interday Markets Ltd. referred to as the 'Broker'

5.1. Interday Markets Limited can use the services of introducing Interday Markets Ltd. in various areas of its activity but shall not bear responsibility for any information provided by them to Interday Markets Limited or the Interday Markets Ltd.'s partners including the information published on the website of Interday Markets Limited.

5.2. The Interday Markets Ltd. shall not be liable for any damage occurred as because of action or inaction of the Customer based upon the information provided to Interday Markets Limited or the introducing Interday Markets Ltd. or third parties recommended by the Interday Markets Ltd.

6. Risks

6.1. Even a relatively small change of the exchange rate occurring upon the conduct of trading transactions may have a significant influence on the Customer Interday Markets Ltd. account due to the credit leveraging effect. When the market moves against the Customer's position, the latter may incur damages equal to the amount of the initial deposit, any additional funds deposited by the Customer to support open positions, profit and any funds available at the Customer Interday Markets Ltd.'s account; the Customer shall be fully liable for the account of all the risks, use of financial resources and the choice of a corresponding trading strategy.

6.2. The Customer assumes the risks of financial losses due to the failure of information, communication, electronic or other systems. Upon the conduct of trading with the use of the customer terminal the Customer assumes the risks of financial losses that may occur due to:

6.2.1. failures of hardware, software and bad connection on the Customer's part including telephone communication and Internet connection faults;

6.2.2. improper work of the Customer's equipment;

6.2.3. wrong settings of the customer terminal;

6.2.4. untimely upgrade of the customer terminal version;

6.3. The customer must always support the margin on the open positions which is not lower than the minimum required level. Control over the Customer's account balance is the Customer's liability. The Customer can receive the margin requirement to contribute a larger volume of funds if the margin at his/her account is considered too small. The Interday Markets Ltd. has a right to force closing of any or all open positions at any time in case the margin is lower than the minimum necessary level which can lead to CFD closing or terminate the Customer's foreign exchange contracts with the losses the Customer shall cover.

6.4. As the Interday Markets Ltd. acts as a market maker, spreads are set at the sole discretion of the Interday Markets Ltd. and take immediate action.

6.5. The Customer realizes that the Agreement is a hazardous contract due to which all trading transactions are performed by the Customer at his/her own risk and peril and are not subject to judicial protection. The Interday Markets Ltd. makes no statements, provides no warranties as to whether the Customer's transactions at the forward market definitely yield financial profit or result in the loss for the

Customer or any other desirable or forecast outcome. The Customer understands and assumes all the possible risks including (but not limited to) the risks of financial losses. The Customer shall not risk the amount exceeding the one he/she is ready to lose. Before taking a decision on trading the Customer shall assure him/her acknowledgement to all the associated risks.

7. Access and security

7.1. The Customer undertakes to provide confidentiality, security, reliability and integrity of the login and password to the Customer's Personal Area and the customer terminal (Interday Markets Ltd.'s account) and shall not disclose these data under any circumstances. If the Customer has any grounds to think that the Personal Area and/or the Interday Markets Ltd. account have been hacked into, the Customer shall immediately inform the Interday Markets Ltd. Interday Markets Limited shall not bear any responsibility for any unauthorized use of the Customer's personal area or his/her Interday Markets Ltd.'s account.

8. Taxes, fees, expenses

8.1. Under no circumstances the Interday Markets Ltd. may be liable to disclose any information in terms of the received profit, interests or any other type of income.

8.2. Interday Markets Limited reserves the right to transfer any expenses or costs that may occur in the future due to the changes in the legislation to the Customer. The Interday Markets Ltd. reserves the right to transfer any costs related to the change of the conditions and requirements set forward by his/her counterparties to the Customer.

8.3. The Customer bears an exclusive independent responsibility for calculation and payment of any tax liabilities that can arise in connection with the trading transactions conducted. Should the Customer have any questions and doubts related to the taxes, he must ask for an independent consultation of the authorized bodies in his/her tax domicile.

9. Non-trading transactions

9.1. The Customer can make a deposit to the Interday Markets Ltd.'s account in the Personal Area of Interday Markets Limited any time using the website of Interday Markets Limited where the methods for depositing of Interday Markets Ltd. accounts are stipulated.

9.2. The Customer understands and acknowledges that the Interday Markets Ltd. shall not pay any accrued amounts or interests on the funds deposited into the Interday Markets Ltd. account. The exclusions may cover temporary or specialized accounts and programs provided by the Interday Markets Ltd.

9.3. The Customer can conduct trading transactions at the Interday Markets Ltd. account as soon as the funds will be reflected in the section "Available Funds" of his/her Interday Markets Ltd. account. If the Customer intends to conduct trading transactions for the amount exceeding the available funds, the Customer needs to deposit additional funds to this Interday Markets Ltd. account.

9.4. At any given time the Customer can request a withdrawal of the funds from the Interday Markets Ltd. account to the amount which does not exceed the amount of the funds available for withdrawal. In case in the period from the time of the Customer's request submission until the time the request processing finishes the amount of available funds at the Interday Markets Ltd. account changes so that the amount requested for withdrawal is inaccessible, the request will be declined and the Customer will be notified to the effect. The longest time of the request processing is 7 (seven) calendar days. Interday Markets Limited reserves the right to refuse the payment in case it considers this is a necessary measure for the Customer to make his/her future short-term payments.

9.5. Interday Markets Limited neither receives the payments from third parties nor makes the payments to them under any circumstances excluding those cases when Interday Markets Limited, at its sole discretion, agrees to make such a transaction in compliance with legislative procedures in terms of anti-money laundering.

9.6. Interday Markets Limited reserves the right to close an account of any Customer without explaining the reasons. Under these circumstances, Interday Markets Limited undertakes to return all the funds from the Interday Markets Ltd. account by the time of its closing by any available means.

10. Trading transactions

10.1. The relationships between the parties are subject to the terms and conditions of trading transactions stipulated for in the Regulations of Trading Transactions placed on the website of the Interday Markets Ltd.

Interday Markets Limited. The Interday Markets Ltd. has a right to make changes to the Regulation of Trading Transactions from time to time notifying the Customer in the corresponding website section "News of Company".

11. Force-majeure

11.1. Force-majeure circumstances include such unexpected events as the Acts of God, war, sabotage, technical mistakes and Internet connection breaks as well as total absence of liquidity at the market. In case of the commencement of one or more of the aforementioned circumstances and recognition of them as force-majeure by Interday Markets Limited, the latter is no longer bound by the terms and conditions of the present Agreement and shall not be liable for any consequences of such a forcemajeure event.

12. Jurisdiction and dispute consideration

12.1. Any dispute, disagreements or claim arising out of or in connection with the present Agreement are resolved through the pre-trial process by means of negotiations. The claim consideration time is seven (seven) business days. In case there is no possibility to resolve the disagreements and/or claims in a pre-trial manner, they are subject to resolution at the place of location of Interday Markets Limited.

13. Intellectual property

13.1. The rights for the intellectual property of all the websites controlled by Interday Markets Limited including the websites of Interday Markets Limited as well as their brand names belong to Interday Markets Limited. The aforementioned property includes all the trademarks, graphs, databases, advertisement, prices, information about the market product, website design, logotypes and all other areas of the Interday Markets Limited website. Nothing can be copied, reproduced or distributed without a prior consent of Interday Markets Limited.

13.2. The introducing Interday Markets Ltd. and software suppliers indicated on the Interday Markets Limited website or associated with it are also the owners of the rights for their product intellectual property. Interday Markets Limited shall not be liable for any losses or damages the Customer may incur being guided by the information provided by these parties.

14. Confidentiality and Data Protection

14.1. The Customer agrees to provide his/her personal data to Interday Markets Limited which will be used by Interday Markets Limited to open, manage and service his/her Interday Markets Ltd. account. The Customer's personal information cannot be transferred to third parties by Interday Markets Limited except for the centers of credit card processing and check, law enforcement bodies, any other financial or other controlling bodies, auditors of Interday Markets Limited and the employees working with the Customer's claims.

14.2. Interday Markets Limited has a right to provide the Customer's personal information to the companies forming the part of the group of companies Interday Markets Limited if it is necessary to deliver the services to the Customer.

14.3. Interday Markets Limited has a right to provide the Customer's personal information except for the data on the positions opened at the account to other companies conducting margin trading which need to obtain recommendations.

14.4. Interday Markets Limited has a right to use such information to deliver the best services of Customers or to inform the Customers about new products of Interday Markets Limited.

14.5. All employees of Interday Markets Limited are fully aware of the rules of work with confidential information.

14.6. Personal information of the Customers is stored in the computer data bases or in the paper document archives that have a reliable security system. Unauthorized persons shall not have the access to such file storages.

14.7. The website of Interday Markets Limited can use cookies (files with the parameters of the current user) for a timely provision of the Customer with necessary information as well as for a quicker navigation. The Customer can independently deactivate this function in the settings of his/her computer which, in its

turn, may influence the opportunity of the Customer to view other parts of the Interday Markets Limited website or the availability of some services delivered by Interday Markets Limited.

14.8. Interday Markets Limited shall take all possible efforts to keep the Customer's data stored in the data base updated. The Customer is liable for a timely provision of Interday Markets Limited with the information on the change of his/her personal data.

14.9. The Agreement is made up in two copies in Russian and/or English. The English version is considered to applicable and having the primary importance.

Signatures of the Parties Customer:

Full name _____

Date of birth _____

Place of registration _____

Date of signing _____

Signature of the Customer _____

Interday Markets Limited _____

Signature of the official representative of the legal entity