



Client Agreement

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NFX CAPITAL MU INC. whose registered office is located at 113, Medine Mews, La Rue Chaussee, Port Louis, Mauritius, hereinafter referred to as "Nord FX", and a person having duly submitted the registration form for opening a personal or corporate trading account with Nord FX, hereinafter referred to as the "Client", and where mentioned together, Nord FX and the Client shall be referred to as the "Parties", have signed this Client Agreement whereby it is agreed as follows:

1. Subject of the Agreement and general provisions

- 1.1. This Client agreement, attachments hereto and the information placed on Nord FX's official website (together hereinafter referred to as "the Agreement") shall govern the terms and conditions of the services provided by Nord FX to the Client with regard to trading and non-trading transactions on the international foreign exchange market and for Contracts for Difference (CFDs), including auxiliary services as well as rights and obligations of the Parties arising in connection with provision of the above services and method of their performance.
- 1.2. Nord FX's services under the present Agreement are as follows:
 - a) providing access to trading platforms (i.e. the software allowing to perform electronic data transmission from the Client to Nord FX by means of personal stationary or portable computer or other device equipped with a modem via an authorized data transmission network appointed by Nord FX), technical analysis facilities and to any third party information services provider in order to make transactions on financial markets;
 - b) providing access to any online software or services offered by Nord FX in order to contact Nord FX or an authorized third party service provider, and to obtain information or rates from Nord FX or from an authorized third party service provider.

- 1.3. By accepting the terms of the present Agreement the Client confirms that he has fully read, understood and agreed with all terms of the present Agreement.
- 1.4. The Client agrees that Nord FX has the right to change, add, rename or leave unchanged the services offered under the present Agreement at its sole discretion after notifying the Client as per procedure and within the time limits provided by the present Agreement. As per general rule the changes, additions, renaming of services shall come into force after five business days after the Client receives the relevant notice according to the procedure provided in Section 4 of the present Agreement.
- 1.5. The Client confirms that the present Agreement shall be applied to services that can be changed, added or renamed in future in addition to the services offered to the Client at the moment of his trading account registration and opening.
- 1.6. All financial instruments used by the Client to perform transactions in accordance with the present Agreement are of clearing nature. There is no actual supply of currency or underlying assets during the performance of the present Agreement.
- 1.7. Nord FX shall solely execute the Client's trading transactions and does not offer trustee services or advice. Information or research placed on Nord FX's official website or provided to the Client in any other way shall not constitute recommendations related to any possible trading solutions. The Client is completely responsible for all trading transactions via his trading account and for his investment decisions.

2. Trading account registration procedure

- 2.1. In order to open a trading account with Nord FX the Client shall go through registration via Nord FX's official website, i.e. he will fill out the registration form for opening a trading account and accept the present Agreement.
- 2.2. During the registration procedure the Client may choose a trading account type out of the list offered by Nord FX. Account type

specifications and description of available services are accessible on Nord FX's website and are an integral part of the present Agreement.

- 2.3. The individual or legal entity whose information was entered in the registration form for opening a personal or corporate account shall be considered by Nord FX to be the party who has directly completed the form. Nord FX completely trusts all information supplied by the Client upon trading account registration and is not liable for unreliable and /or invalid information. The Client is liable for reliability and validity of information supplied to Nord FX as well as for possible consequences caused by its unreliability and /or invalidity.
- 2.4. After the registration form will be completed and the present Agreement accepted, a new trading account will be opened for the Client and access codes (login and password) shall be generated and forwarded to the Trader's Office and to the Client Terminal. The access codes (login and password) will be used for client identification during trading transactions and during management of the trading account and funds thereon. Once the login is assigned, it cannot be changed. The password can be changed at any time upon request of one of the Parties. The Client can change his password at any time without notifying Nord FX. Should the password be changed by Nord FX, the Client will be notified accordingly by the e-mail address specified in the registration form.
- 2.5. The Client's trading account will be opened and maintained either in US Dollars or in Euros, as the Client chooses. The Client can see the options of opening a trading account in other currencies on Nord FX's website or check with Client support.
- 2.6. If the Client uses several trading platforms offered by Nord FX for his trading operations, a separate sub-account shall be created for the Client's account for each additional platform, keeping track of the funds for the Client's trading operations and transactions on the platform related.
- 2.7. Upon initial Client registration the newly open trading account will be connected by default to the MetaTrader trading platform.
- 2.8. In case a client plans to use super aggressive trading strategies, he must notify the company of his intentions to break money management rules and provide proof of his qualifications as a professional investor. Without such a prior agreement, the company reserves the right to refuse service to the client, disable his trading account and annul all his trading operations and their results.
- 2.9. For trading transactions and trading account balance requests via telephone a Telephone password is required. The Telephone password is specified by the Client the in registration form.
- 2.10. Upon trading account registration, a unique PIN-code will be generated for the Client. This PIN-code will be required to confirm withdrawal of funds from the trading account. All withdrawal requests without the PIN-code will be declined by default.
- 2.11. The Client is fully and solely responsible for keeping all trading account access information confidential. The Client also takes full responsibility for all trading and non-trading transactions performed by the duly authorized person via trading platform, Nord FX website or Nord FX server under the Client's trading account. All messages, inquiries and instructions addressed to Nord FX by any person accessing the trading platform, Nord FX's website or Nord FX's server via the Client's trading account will be assumed to have been addressed personally by the Client.
- 2.12. Should the Client lose his password, Nord FX has the right to change the existing password upon the Client's request. In this case Nord FX will use all available means to identify the Client.

For trading transactions through other trading platforms offered by Nord FX, the Client has to fund the sub-account on the alternative trading platform by any method available in the Trader's Office as per procedure described on Nord FX's website. A minimum credit amount may be required for each particular platform; it may also be required to notify Customer about sub-account funding; other requirements are also possible.

3. Rights, warranties and obligations of the Parties

3.1. The Client has the right:

- 3.1.1. To contact Nord FX or an authorized third party service provider in order to receive rates and other information for performing transactions on financial markets.
- 3.1.2. To perform trading transactions on financial markets by means of trading platforms (software) offered by Nord FX.
- 3.1.3. To request and receive from Nord FX any information regarding his trading account status, provided that sufficient technical means for the Client-Nord FX communication are available.
- 3.1.4. To use the available funds on his trading account at any time at his sole discretion.
- 3.1.5. To give instructions (inquiries and orders) to Nord FX regarding the execution of trading operations on financial markets solely through the Client's terminal or by telephone.

3.2. The Client warrants that:

- 3.2.1. He has the necessary legal competence and capacity to sign legally binding contracts.
- 3.2.2. He is duly authorized to sign the present Agreement, to make inquiries and to give instructions as well as to fulfill his obligations under the present Agreement.
- 3.2.3. By signing the present Agreement and performing trading and non-trading transactions and other actions in accordance with the present Agreement he does not violate any law, order, right, statutory norms and regulations applicable to the Client or active in the jurisdiction of the Client's residence. Should the Client violate any provisions contained in this article, Nord FX is not liable for such violation or for consequences arising therefrom.

3.2.4. All information provided by the Client in relation to the present Agreement is true, correct and complete in all respects.

3.2.5. He fully accepts all obligations and liabilities for all possible consequences that may be caused by his actions under the present Agreement.

3.2.6. He will be the sole authorized user of Nord FX's services concerning the trading account and will be completely responsible for confidentiality issues and use of access codes.

3.2.7. He guarantees legal origin, rightful ownership and the right to use the funds transferred to his trading account with Nord FX.

3.3. The Client is obligated to:

3.3.1. Follow the terms and conditions and to fulfill the obligations stipulated in the present Agreement and attachments hereto and the information placed on Nord FX's website and mentioned in the present Agreement and attachments hereto.

3.3.2. Provide payment for Nord FX's services on time and in full volume.

3.3.3. Provide Nord FX with up to date identification information and data and to inform Nord FX immediately about any changes. The Client is liable for all consequences related to failure by him to notify Nord FX about changes in his identification information.

3.3.4. Refrain from disclosing access codes and other information used for Client identification for trading transactions and trading account and funds management to any third parties.

3.4. Nord FX has the right to:

3.4.1. Demand from the Client due performance of terms and conditions under the present Agreement and attachments hereto.

- 3.4.2. Demand from the Client data and information necessary and sufficient for proper Client identification upon trading account registration and for the Client's performing of trading and non-trading transactions.
- 3.4.3. Terminate the present Agreement at its sole discretion and to discontinue the Client's access to services offered under the present Agreement in the event of improper fulfillment of terms and conditions under the present Agreement by the Client.
- 3.4.4. Demand confirmation of the Client's identity or registration details (in case the Client is a legal entity) at any time for the purpose of fraud and money laundering prevention or in other conflict situation. The procedure of confirmation of the Client's identity or registration details is specified in Section 8 herein.
- 3.4.5. To render any of the Client's positions invalid or to close one or several of the Client's positions at the current rate at any time, as deemed expedient, in case all the trading systems applied by the Client are aimed at taking advantage of possible vulnerability of Nord FX software.
- 3.4.6. To forbid the use of expert advisors or completely deny access to trading and to the trading account in case it creates counterproductive load on the server.
- 3.4.7. To correct or hold void any trading operation if the corresponding hedging transaction is corrected or annulled by the liquidity provider.
- 3.4.8. To use, at its own discretion, free equity in the Client's trading account to settle his debts to Nord FX accrued in his other trading accounts, as well as to use any of the Client's funds to clear all his other payments due to NordFX, including but not limited to legal costs and interest charges.

3.5. Nord FX warrants that:

3.5.1. The information and data provided by the Client upon trading account registration and during further interaction with Nord FX is confidential and shall not be disclosed by Nord FX to any third parties, unless by demand of competent authorities or by a relevant court decision of international jurisdiction.

3.5.2. The Client will be provided with any information required in relation to his trading account status within 24 hours after receipt of status inquiry.

3.6. Nord FX is obligated to:

3.6.1. Open a trading account for the Client after the latter has completed the registration procedure through Nord FX's website and accepted the terms of the present Agreement.

3.6.2. Provide to the Client with means of performing trading and non-trading transactions on financial markets on terms and conditions stipulated in the present Agreement.

3.6.3. Provide quality services in accordance with the terms and conditions of the present Agreement.

3.6.4. Fulfill all obligations under the present Agreement on time and in full volume.

3.6.5. Take all reasonable measures to protect the confidentiality of all information provided by the Client.

4. Communication

4.1. In order to communicate with the Client, Nord FX may use:

- a) e-mail;
- b) the trading platform's internal mail system;
- c) facsimile communication;
- d) telephone;
- e) post;

- f) announcement in the “Nord FX news” section on Nord FX’s official website.
- 4.2. In order to communicate with the Client, Nord FX will use the contact information provided by the Client upon trading account registration or updated by him later in due course. All correspondence and information forwarded by Nord FX to the Client via provided contact details shall be considered to be forwarded in due course and the Client has no right to refer to the contact details as being invalid or outdated if Nord FX has not been notified and the contact information has not been updated in due course.
- 4.3. Any correspondence or information (e.g. documents, announcements, notices, confirmations, inquiries, reports, messages etc.) shall be considered to be received by the Client:
- a) after one hour after being sent to his e-mail;
 - b) immediately after being sent via the trading platform’s internal mail system;
 - c) immediately after a fax has been sent;
 - d) immediately after a telephone conversation has been completed;
 - e) in 7 calendar days from the day of being posted by mail;
 - f) immediately after being announced in the “Nord FX news” section on Nord FX’s official website.
- 4.4. All correspondence and information forwarded by Nord FX to the contacts provided by the Client, namely, the Client’s e-mail address, his fax number, his postal address, forwarded by means of the trading platform’s internal mail system or placed in the “Nord FX News” section on Nord FX’s official website shall be considered to be duly written notice.
- 4.5. The Client agrees that Nord FX has the right to delete messages that have not been received by the Client by means of the trading platform’s internal mail system after three calendar days from the date of message mailing.
- 4.6. The Client agrees that Nord FX may record oral and telephone conversations with the Client. Such records are considered property of Nord FX and may serve as proof of Client’s inquiries and orders as well as other facts of interaction between the Client and Nord FX.
- 5. Transfers, settlements and payments**
- 5.1. To proceed with trading operations, the Client shall fund his trading account by funds transfer to Nord FX’s account specified in the Trader’s Office. The account can be funded by any other method specified on Nord FX’s website and available to the Client via the Trader’s Office.
- 5.2. The Client accepts and agrees that Nord FX will not pay interest on funds deposited to his trading account.
- 5.3. Withdrawal of available funds from the trading account can be performed by the Client at any moment at his sole discretion excluding cases stipulated in the present Agreement and in attachments hereto. As a general rule, withdrawal of funds from a trading account is performed by the same method by which it has been funded, to the same bank account and through the same electronic payment system used for account funding.
- 5.4. Account funding as well as withdrawal of funds can be made in US Dollars, Euros and other currencies. The list of available currencies can be checked in the Trader’s Office or with Client Support.
- 5.5. When an account is funded in a currency different from the default trading account currency, the incoming funds will be converted into the default account currency at Nord FX’s internal rate. Internal exchange rates are available on Nord FX’s website and via Client Support.
- 5.6. The terms and conditions for money transfers are as follows.
- 5.6.1. Upon account funding the name of the funds sender should be completely the same as the name of

the Client specified upon account opening. Payments from third parties will not be accepted.

- 5.6.2. Funds can be withdrawn to the same account and by the same method used for account funding. Upon withdrawal the name of the beneficiary must be completely the same as the Client's name in Nord FX's database.
 - 5.6.3. If the trading account was funded by means that cannot be used for money withdrawal (payment terminals, bank cards, etc.), then money can be withdrawn only by bank transfer to a bank account open in the Client's name.
 - 5.6.4. If the account was funded by different methods and in different currencies, withdrawals shall be made pro rata accordingly.
 - 5.7. The funds shall be credited to Client's trading account within one business day from the moment when they arrive to Nord FX's account or from the moment of receipt of payment order to transfer money between accounts within Nord FX.
 - 5.8. The Client may transfer money from his trading account to another trading account in Nord FX (internal transfer). To perform an internal transfer the Client shall create an order in the Trader's Office and confirm it with his PIN-code.
 - 5.9. If the trading accounts involved in an internal transfer are maintained in different currencies, conversion of funds upon such transfer shall be made according to Nord FX's internal exchange rates. Internal exchange rates are available on Nord FX's website and via Client Support.
 - 5.10. Withdrawal of funds from a trading account with open positions can be made exclusively within the free margin on the account. If the amount withdrawn by the Client (including commissions, charges and other costs) exceeds the free margin on the trading account, Nord FX maintains its right to decline such an order.
 - 5.11. All orders for money withdrawal must be confirmed by the Client's PIN-code generated for him upon opening of the trading account. Orders without PIN-code confirmation shall be declined automatically.
 - 5.12. All orders for money withdrawal from the Client's trading account shall be executed as soon as possible and not later than within 5 business days from the moment of receipt of the relevant order.
 - 5.13. All charges and commissions of banks, exchanges, clearing companies, custodians, registry holders and other entities related to transfer of funds and settlements between the Parties shall be paid by the Client.
 - 5.14. The Client agrees that in case of software failure Nord FX can delay credit funding of his trading account. In case of software failure that causes delay in automatic funds crediting, Nord FX can credit funds to Client's account manually, provided that the Client will notify Nord FX's Client Support of such failure.
 - 5.15. The Client shall transfer funds to the trading account either for its funding or for maintenance of an open position at his sole discretion. Nord FX will not notify the Client about the need to maintain the margin.
 - 5.16. Nord FX reserves the right to introduce limits for minimum and maximum amount of deposits and withdrawals for different funding /withdrawal methods.
 - 5.17. In all cases when Nord FX is entitled to receive commission or other remuneration from the Client for the services rendered under the present Agreement as well as when the Client has to reimburse any expenses carried by Nord FX, the relevant amount shall be debited by Nord FX from the Client's trading account without the Client's acceptance.
 - 5.18. Nord FX is not obliged to disclose or provide the Client with data about commission or other remunerations as well as about charges made or received by Nord FX as a result of any Client transactions.
- 6. Anti laundering policy**
- 6.1. The term legalization (money laundering) in the present Agreement stands for actions

targeted at transforming money and other valuables obtained through illegal activities (terrorism, drug trafficking, illegal arms trading, corruption, human trafficking, etc.) into money or investments that appear as originated from a legitimate source.

6.2. In order to prevent legalization Nord FX reserves the rights to apply several internal control rules and methods of their application as well as to assist international organizations specializing in fighting and preventing terrorism financing.

6.2.1. Nord FX records and checks the identification information provided by the Client as well as maintains and keeps track of detailed reports on all the Client's transactions.

6.2.2. Nord FX monitors the Client's transactions with signs of money laundering and transactions performed on nonstandard conditions. All such activities are performed in compliance with AML FATF recommendations.

6.2.3. Nord FX does not accept cash deposits and does not pay out cash under any circumstances.

6.2.4. Nord FX can refuse to process a transaction on any stage if there are enough reasons to believe that such a transaction is in any way connected with illegal activities.

6.3. The Client accepts that the identification information and data submitted upon opening of the trading account can be used by Nord FX within the framework of anti-money laundering activities.

6.4. According to international law Nord FX is not obliged to notify the Client that relevant authorities have been informed about his suspicious activities.

6.5. The Client agrees that if Nord FX has reasons to believe that laundering transactions are being carried out through his trading account, or that the account holds back or deliberately submits false identification information and data, and if there are reasons to believe that transactions performed through the Client's trading account have been executed with violation of the present Agreement, Nord

FX reserves the right to suspend all transactions of the Client's trading account for necessary checks (checks of registration data, the Client's identification information, the history of deposits and transfers, amounts coming to account and transfer of funds, etc.) till full clarification.

7. Verification of Client's identity

7.1. To comply with anti-money laundering recommendations, upon the first substantial withdrawal of funds from the trading account and in other cases stipulated in the present Agreement, Nord FX has the right to request two documents to verify the Client's identity. Moreover, Nord FX has the right to request that the Client provides any other relevant documents.

7.1.1. The first document is the identification document with the Client's photo issued by the authorities of the Client's jurisdiction. It can be a passport, a driver's license (for countries where a driver's license is the primary identification document) issued by competent authorities or a local identity card (except corporate access cards). The document must be provided as an electronic copy or as a physical notary-certified copy, at Nord FX's sole discretion.

7.1.2. The second document is an invoice with the Client's full name and actual address, issued within the last six months. It can be a utility bill, a bank statement, a notary certificate or any other invoice bearing the name and the address of the Client issued by an internationally recognized organization.

7.2. If the above documents are submitted in languages different from the languages used on Nord FX's website, they must be translated into a relevant language by a certified translator. The translations must be typed and signed by the translator and provided along with a certified copy of the original document.

- 7.3. The documents requested by Nord FX to verify the Client's identity must be provided by the Client within thirty calendar days from the date of the request.
- 7.4. Prior to receipt of the documents requested to verify the Client's identity, Nord FX has the right to suspend execution of non-trading transactions through Client's account, including withdrawal of funds.
- 7.5. Should the Client fail to submit the above documents within the thirty day period, Nord FX has the right to suspend all trading and non-trading transactions of the Client's account, to close all open positions on current market prices and to block funds deposited on trading accounts without the Client's consent.
- 7.6. If the Client is a legal entity, he will be required to provide the following documents for identification:
- 7.6.1. Copies of incorporation documents and entity registration documents issued by competent authorities.
- 7.6.2. Statement from bank account or bank reference letter confirming that the legal entity maintains a bank account.
- 7.6.3. A Power of Attorney issued to the individual who is authorized to manage the Client's trading account, specifically mentioning all the entity's and individual's identification information, stating the individual's right to manage the funds, perform trading and non-trading transactions under the Client's trading account and to interact with Nord FX on all issues on behalf of the Client. Such a Power of Attorney is to be signed and sealed by the Director(s) of the Client.
- 7.6.4. The resolution of authorized body of the Client appointing its Director(s).
- 7.6.5. A copy of an identification document of the person authorized to manage the legal entity's trading account, with the person's photo, issued by competent authorities of the Client's jurisdiction (passport, driver's license, identity card).

8. Confidentiality

- 8.1. All information provided by the Client upon trading account registration and during further interaction with Nord FX, as well as the access codes supplied to Client, are completely confidential and each of the Parties is fully responsible for maintaining the confidentiality of the information and its use.
- 8.2. Should disclosure of the Client's information to third parties occur, the disputable situation shall be resolved according to the present Agreement and the active legislation.

9. Liability of the Parties

- 9.1. Nord FX's liability is limited to the following.
- 9.1.1. In the event of delay in execution of the Client's order for withdrawal of funds from his trading account due to circumstances caused by Nord FX, the Client has the right to demand penalty in amount of 0,02% of the total sum delayed for every day of delay.
- 9.1.2. Should Nord FX violate any provisions of the present Agreement due to circumstances caused by Nord FX, resulting in actual losses for the Client, the Client has the right to demand compensation for the actual damage caused.
- 9.1.3. Nord FX shall not compensate the Client for loss of profit, in particular when the Client had the intention of making a certain action but failed to proceed due to any reason. Nord FX does not compensate any indirect and moral losses.
- 9.2. The Client's liability is limited to the following.
- 9.2.1. The Client is fully liable for all the actions performed by him under the present Agreement.
- 9.2.2. The Client is fully liable for all actions resulting from use of access codes for his trading account.

9.2.3. In case the Client violates any provisions of the present Agreement the liability for which is not specified herein or in the attachments hereto, and in case any damage is caused by the Client to Nord FX, Nord FX has the right consent to debit the Client's accounts for an amount sufficient to compensate the damage caused without the Client's consent. Should the funds on the Client's accounts be not sufficient to compensate the damage caused, Nord FX shall demand to deposit the insufficient sum in order to compensate the damage caused in full volume.

9.2.4. Nord FX's claim for compensation of the whole amount of damage caused as per 9.2.3. is to be settled within ten business days.

9.3. The Client's violation of the present Agreement's provisions which occurred while the present Agreement and attachments hereto are valid can be reviewed by Nord FX at any point of time, therefore Nord FX has the right to confront the Client with relevant claims after any lapse of time.

9.4. For undue compliance or failure to comply with any other obligations under the present Agreement, the Parties are liable in accordance with the present Agreement and the active legislation

10. Circumstances that rule out liability

10.1. The Parties are considered to be free from liability for undue compliance or failure to comply with their obligations under the present Agreement if such undue compliance or failure to comply was caused by force majeure circumstances, which means circumstances that could not have been reasonably foreseen or prevented by the Parties, in particular such as earthquake, flood, tsunami, other acts of God, technogeneous catastrophe, epidemics, epizooty, terrorist attacks, riots, acts and actions of authorities, embargo, war and military conflicts or other circumstances beyond on the Parties' control which are usually called force majeure.

10.2. Force majeure circumstances under the present Agreement also include unlawful actions towards Nord FX, its employees, and/or its assets, including hackers' attacks, fraud and other unlawful actions against Nord FX's servers.

10.3. Force majeure circumstances under the present Agreement also include suspension of operations, liquidation or closure of any market or absence of any event Nord FX bases its rates on, or introduction of limitations or special nonstandard trading conditions on any market or towards any of such events.

10.4. In the event of force majeure circumstances that rule out liability, Nord FX has the right to perform the following actions without prior notice to the Client:

- a) to increase margin call;
- b) to close any or all Client's open positions at the price Nord FX reasonably considers to be fair;
- c) to suspend and/or change effect of one or any provisions of the present Agreement and attachments hereto until the force majeure circumstances cease;
- d) to undertake any other actions (or to refrain from any actions) towards Nord FX, the Client or other clients, if Nord FX reasonably considers it fit under the circumstances.

10.5. The Party that unduly complies or fails to comply with its obligations due to circumstances that rule out liability (force majeure circumstances) shall notify the other Party about such circumstances within twenty calendar days from the moment they arise.

10.6. The Party which failed to notify the other Party on time has no right to refer to such circumstances as force majeure circumstances.

11. Disputes

11.1. All disputes and differences which may arise in course of the execution of the present Agreement shall be resolved by the Parties' negotiations.

- 11.2. In case of a disputable situation where the Client believes his interests have been violated, he has to present his claim to Nord FX.
- 11.3. The notice of claim should be presented within the following period:
- 11.3.1. A claim based on the Parties' relations in connection with trading transactions on financial markets shall be presented within three business days from the moment of the claim's occurrence.
- 11.3.2. A claim based on non-trading transactions and other reasons shall be presented by the Client within twenty calendar days from the moment of the claim's occurrence.
- 11.3.3. Should the Client fail to present his claim within the above period, Nord FX shall view this as agreement with its actions and waiver the right for such claim or dispute.
- 11.4. A Client's claim presented later than within the time periods specified in paragraph 11.3 shall not be accepted by Nord FX.
- 11.5. The Client shall present the claim as an e-mail and will send it to the official e-mail addresses published on Nord FX's website. Claims presented in other way (via public internet resource, by telephone, by fax or any other way) shall not be accepted by Nord FX.
- 11.6. A Claim should contain the following information:
- the Client's name and surname;
 - the login to the trading platform;
 - the description of the disputable situation.
- 11.7. A Claim based on trading transactions on financial markets should also contain:
- the date and time of the problem's occurrence (in accordance with the trading platform's time);
 - ticker tape of the disputable position or the pending order.
- 11.8. A Claim should not contain:
- emotional evaluation of the disputable situation;
 - insulting expressions towards Nord FX and /or its employees;
 - abusive language.
- 11.9. Nord FX has the right to overrule the Client's claim in case his claim has been written and sent in violation of provisions 11.3., 11.4., 11.5, 11.6., 11.7 and 11.8. herein.
- 11.10. Nord FX shall review the claim and make a decision on the disputable situation as soon as possible.
- 11.11. In case Nord FX needs to request additional information and/or documents from the Client, the period for claim review shall start on the day Nord FX receives all requested information and/or documentation from the Client.
- 11.12. The server log file is the main source of information during resolution of disputable situations related to the Client's trading transactions on financial markets. Information contained in the server log file absolutely prevails over other arguments during negotiating a disputable situation, including over information contained in the Client's terminal log file.
- 11.13. If the claim is accepted as justified, it shall be settled by compensation payment credited to Client's trading account. Nord FX shall not compensate the Client for loss of profit, in particular if the Client had intentions to make any action but failed to do so for any reason. Nord FX shall not compensate indirect losses and moral losses.
- 11.14. If the decision is made in the Client's favor, Nord FX shall credit the Client's trading account with compensation payment within one business day.
- 11.15. Peculiarities, specific conditions and possible options of dispute resolutions related to the Client's trading transactions are described in details in relevant sections of Regulations on Trading Transaction in attachment hereto.
- 11.16. In case a disputable situation not described herein and in attachments hereto should

arise, Nord FX shall make its final decision on the claim guided by the principles of general market practice, the internal Nord FX policy and Nord FX's idea about fair settlement of disputable situations. In particular, it is allowed to use rates of any other market-maker in order to make a comparative analysis.

11.17. In case the Parties fail to reach an agreement during negotiations and /or the Client disagrees with Nord FX's decision, disputes shall be transferred to competent judicial bodies as per procedure stipulated by law.

12. Applicable law and jurisdiction

12.1. The present Agreement is executed and operating according to laws of the Republic of Mauritius. On all issues not mentioned in the present Agreement, effective laws of Republic of Mauritius shall be applicable.

12.2. All disputes and misunderstandings not regulated as a result of negotiations shall be transferred by the Parties to judicial bodies of Republic of Mauritius.

12.3. The Parties agree that:

- a) Judicial bodies of Republic of Mauritius have exclusive jurisdiction over the present Agreement.
- b) The Parties waive the right for appeal in connection with any dispute examination arising from the present Agreement, in judicial bodies of Republic of Mauritius.
- c) They shall never claim that such judicial procedures are inconvenient because of venue or because they have no legal effect for any of the Parties.

13. Period of validity, procedure for amendment and termination of the Agreement

13.1. The present Agreement between Nord FX and the Client shall come into force from the moment of opening of the Client's trading account and is valid for an indefinite period.

13.2. Nord FX has the right to change or to amend the present Agreement at its sole discretion with obligatory notice to the Client. Changes and additions to the present Agreement shall come into force from the next calendar day after notifying the Client unless otherwise provided in the changes and amendments or in the Client notification.

13.3. Any Party has the right to terminate the present Agreement at its sole discretion by notifying the other Party within 15 days prior to the termination date.

13.4. In case the Client's account is inactive for three or more consecutive months and there are no enough funds to trade, Nord FX has the right to block such an account. Trading accounts blocked for the above reason shall be transferred to archives, and the Client shall lose his ability to get authorization by use of access codes to such an account on trading platform and to the Trader's Office. In order to unblock a trading account the Client has to contact Client Support and his account will be unblocked within three business days. The Client will be notified by e-mail when his trading account is unblocked. Trading accounts with no funds and inactive for more than six consecutive months can be deleted by Nord FX without possibility of restoration.

13.5. Should the Client violate the present Agreement, including (but not limited to) violation of provisions of paragraphs 3.2.1., 3.2.2., 3.2.2., 3.2.4. herein, as well as in cases stipulated by law, Nord FX has the right to terminate the present Agreement immediately at its sole discretion. If the Client has open positions at the moment of the Agreement's termination, Nord FX has the right to close his positions at the current market price at its sole discretion. The balance of the Client's account in this case shall be transferred to the Client or to his legal representative unless otherwise assumed by the conditions of the present Agreement or the active legislation regulating such situations.

13.6. The Client agrees that Nord FX has the right to suspend or partially or completely discontinue the Client's access to Nord FX's services at its sole discretion, with according notice to the Client. In this case

the present Agreement shall be considered either suspended or cancelled accordingly from the moment of suspension / termination of services to the Client. In case of Agreement cancellation, the balance of the trading account shall be returned to the Client.

13.7. Nord FX has the right to assign its rights and obligations under the present Agreement and attachments hereto wholly or partially to a third party without the Client's consent, provided that the assignee agrees with the terms and conditions of the present Agreement and attachments hereto. Nord FX shall notify the Client in writing about such assignment of rights and obligations at least fifteen calendar days prior to assignment.

13.8. In case Nord FX ceases its activities regulated by the present Agreement, Nord FX is obliged to notify the Client at least one month prior to it. Funds on the trading account of the Client shall be returned to the Client after all positions have been closed.

13.9. In the event of the Client's death (when the Client is a private person), the right to withdraw funds from his trading account shall be transferred to his legal successors or heirs by will. The right to use the Client's trading account and the right to perform transactions on financial markets cannot be transmitted.

13.10. Termination of the present Agreement will not abrogate any obligations of Parties relative to each other, which may already have arisen under the present Agreement particularly relating to any open positions and deposit/withdrawal operations made on the Client's trading account.

14. Final provisions

14.1. In case of disagreements, the English version of the present Agreement shall prevail over other versions in any other language.

15. Attachments and information about Nord FX

15.1. The following attachments form integral part of the present Agreement:

- a) Attachment № 01 – Terms and definitions.
- b) Attachment № 02 – Notice of risk.
- c) Attachment № 03 – Regulations about trading transactions through the MetaTrader trading platform.

15.2. Information placed on Nord FX's website in the following sections (on the following pages) form an integral part of the present Agreement:

- a) Instruments specifications:

http://nordfx.com/Integral_account.html

http://nordfx.com/trading_account_micro.html

http://nordfx.com/trading_account_standard.html

http://nordfx.com/trading_account_standard_mt5.html

http://nordfx.com/trading_account_euro.html

- b) Information on swap size for transfer of an overnight open position:

http://nordfx.com/trading_account_micro.html

http://nordfx.com/trading_account_standard.html

http://nordfx.com/trading_account_standard_mt5.html

http://nordfx.com/trading_account_euro.html

- c) Trader's office:

<https://account.nordfx.com/account/>

- d) Terms and conditions and peculiarities of services on each available trading account type:

http://nordfx.com/Integral_account.html

http://nordfx.com/trading_account_micro.html

http://nordfx.com/trading_account_standard.html

http://nordfx.com/trading_account_vip.html

http://nordfx.com/trading_account_standard_mt5.html

http://nordfx.com/trading_account_euro.html

- e) Information about adding funds and activation of subaccounts for the trade through a certain trading platform in the section about trading platforms.
- f) Any other information placed on Nord FX's website and mentioned in the present Agreement and attachments hereto.