

Customer agreement

“Customer” on one side, and SKOPALINO TRADING LIMITED, acting on the basis of the Joint operation agreement with “FOREX-TREND” LTD. hereinafter called “Company”, on the other part, hereinafter in the present agreement jointly can be referred to as – “Parties”, and each severally “Party”.

Considering the fact that:

- SKOPALINO TRADING LIMITED is the legal title owner for the targeted use of the informational trading system “Meta Trader4” – computer software;
- FOREX-TREND LTD. provides to its clients all kinds of the brokerage services according to the license for brokerage activity;
- FOREX-TREND LTD. and SKOPALINO TRADING LIMITED have settled Joint operation agreement, with the intent of Customers satisfaction at the financial and stock markets through putting to use of the informational trading system “Meta Trader4”;
- The Customer intends to get access to the informational trading system “Meta Trader4”;
- The Parties have settled the following agreement as follows:

1. Subject of the agreement

1.1. The Company undertakes the provision of the Customer with the access to the informational trading system “Meta Trader4” (hereinafter referred to as - the System), using the Company-owned platform.

1.2. Using of the System – the Customer’s margin trading with the physical delivery of the quotations (hereinafter referred to as - “the Operations”) at the international exchange market and other financial markets. The Operations are carried out within the System with the physical delivery of the quotations and CFD contracts. Margin trading requires obligated transaction of two cross trades – buying and selling of each currency lot and contracts.

1.3. Services of the Company – any interactive program and services, provided by the Company, that allow the Customer:

- to connect with the Company or third party Authorized Service Provider;
- to receive information or the quotations from the Company or third party authorized service provider;
- to make transactions at the financial markets through the Company with help of the System, which includes electronic data transfer, made by the Customer of the Company with help of the personal or professional computer.

2. Agreement conditions

2.1. In relation to the trade operations the Company does not act as the Agent on behalf of the Customer. This means that, unless the Company will not come to another agreement with the Customer, the Customer is absolutely responsible and bears direct responsibility

for any obligations on the trading operations enforcing. If the Customer acts on behalf of somebody's name, then without regard to the fact whether that person is identified or not, the Company doesn't accept that person as a Customer and is not responsible for the Customer, except when it was separately discussed and agreed.

2.2. Trade operations income and losses are credited/debited from the Customer trading account balance immediately following the position closing.

2.3. After agreement, there will be a trading account opened in the System for the Customer. The Customer is obliged to deposit the account.

2.4. Within 3 (three) working days from the moment the account has been deposited, the Company is to provide the Customer with the login credentials of the System user – user login and password.

2.5. The Customer is responsible for the protection of his login credentials and for its nondisclosure to the third parties. Login credentials of the Customer can be used only by the particular customer, to whom they were provided.

2.6. In case of the unauthorized login to the system by the third party, with knowledge of these credentials, the Parties consider, that login to the system, and also the money management of the Customer, within the Trading account, was made personally by the Customer. Except when the Customer has informed the Company in advance in writing about the fact that his credentials came to the notice or could come to the notice of third parties, according to the paragraph 1.5 of the Customer orders processing and execution regulation.

2.7. Current state of the Trade account is monitored by the Customer in the System in the real time mode.

2.8. The Customer understands and acknowledges that the quotations, transmitted within the System, are indicative and may be inconsistent with real market quotations, suggested for the fixation. All Customer references and the schedules of other informational systems are unauthorized.

2.9. The terms, according to which the Company will be providing the service to the Customer in regard to the trading operations at the international exchange market and contracts for difference, the CFD, are determined in accordance with the provisions of this Customer agreement, Regulations or other provisions posted at the official Internet site of the Company <http://www.fx-trend.com>

2.10. Terms and conditions, in accordance to which the Company will be providing service to the Customer, and also the conditions of interaction procedure of the Company and the Customer may be changed. In addition, the Customer accepts that he is considered to be agreed with such changes, from the moment of its posting at the official Company Internet site <http://www.fx-trend.com>, if other wasn't provided by this agreement or its annexes.

2.11. For the operations enforced under the instructions of the Customer according to this Agreement the Company extracts commission charges in accordance with the Company tariffs that are an integral part of this Agreement and fixing the extent of commission, charged by the Company to the Customer for the service on trading account.

2.12. The Company has the right unilaterally fix or change the tariffs scale. Changes of the tariffs go into effect upon the expiry of 1 (one) calendar day from the moment of the appropriate message in form of placing information at the Company Internet site <http://www.fx-trend.com>, but also in the operative windows of the System.

2.13. The Parties acknowledge that the legal force of the documents in electronic format, created in the process of work with the Company, are equal to the legal force of the documents in hard copy.

3. Providing of information and guarantees

3.1. As from the date of this Agreement signing, and also the date of signing of other additional annexes within the frame of this agreement, the Customer notifies and guarantees to the Company, that:

- if the Customer is a physical party – he has sound and disposing mind and memory, is person of majority rate, doesn't have civil incapacity and able in full extent have legal responsibility, and also that the Customer by his actions doesn't violate any of the legislative act of the country of residence and/or location.

- if the Customer is not a physical party:

1) the Customer is the organization that is duly established and authorized in accordance with the existing legislation;

2) performance of the present agreement and any other actions on this agreement, any contracts and other deals under terms of the agreement, and also the fulfillment of commitments on this agreement duly legalized by the Customer;

3) any person, that carries this agreement into execution, performing other actions by the present agreement, any of the contracts and other deals under the terms of the present agreement from the name of the Customer, and also satisfying and discharging obligations by the present agreement duly authorized by the Customer for such actions.

3.2. Performance of the agreement and the Customers actions according to the present agreement, any contracts and other deals under the terms of the present agreement, and also the enforcing by the Customer of all his obligations by the present agreement does not violate any laws, rules, instructions, rulings, statues, internal regulations or orders, go into effect to the benefit of the Customer.

3.3. The Customer has read, understands and accepts all the risks, stated in this agreement, including all risks without exception, described by the Company in the Note of risk, and also entirely knows, understands and assumes general risks from the rules and customary business practices while caring out of activities at the FOREX market (and/or CFD).

3.4. The Customer has read the Regulations of trade operations, and also is acknowledged with the trade operations performance conditions and accepts it.

3.5. All and any information, provided by the Company Customer, including all necessary information about the personal and contact details, experience of the Customer in trade operations and investing, is true, right and exact. The Customer is obliged immediately to inform the Company about any changes of personal and contact details, and about the

substantive changes of other information needed for enforcement of relationship with the Company. The Customer guarantees, that he assumes all risks connected with the provision of the correct personal and/or contact details, and also providing of other incorrect information and/or disinformation.

3.6. Where required, the Company has a right to request from the Customer duly authorized and certified copies of the documents, acknowledging the provided information by him when signing of the present agreement. If the requested information will not be provided by the Customer during three calendar days, then the Company has a right unilaterally to terminate the present Agreement.

3.7. The Customer was not provided with any guarantees on the success of the conducting of trade operations at the FOREX market (and/or CFD) by the Company or any of its representatives or other authorized agents, if there are any, and have not signed the present agreement with the view and/or with certainty of such guarantees or similar assurances obtaining.

3.8. The Company is not the investment advisor and does not provide any recommendations on trading or market, any advices or instructions in its statements, including the daily online analytical market reviews, that should not be treated as the recommendations on trading or market, and also as the advises or any kind of investment consultations.

3.9. Customer understands, that any promise, made by somebody according to the Customer account, different from the announces, that the Customer receives from the Company, should be immediately disclosed to the Company in written form. Customer understands that he must approve any trade before its settlement, and any disputable operations should be disclosed to the Company. Customer agrees to discharge the Company from the material liability for any kind of harm, that may arise following the fact that the Customer have not notified promptly the Company about any of foresighted events. All the correspondence on this question must be directed to the name of the Company to its incorporation place or to the official email account.

4. Liability restriction of the company The Customer agrees with the following terms:

4.1. The Company bears no responsibility for the usage of the system by third parties, and for the damage caused to the Customer, originated as the result of an unauthorized access. The Company agrees that it will promptly block system entry and provide new password to the Customer in case if there will be received an order from the Customer.

4.2. The Company bears no responsibility for disturbances in Internet, for the quality of communication links and for the system errors, taken place not due to its fault.

4.3. The Customer confirms, that he is acknowledged with the possible risks, that may arise in the trading operations enforcing process, and also that he is obliged to enforce all trade operations personally, relying only on his own knowledge.

4.4. The Company bears no responsibility for the Customer's possible harm when enforcing trading operations and his complaints to the Company in connection with this harm have no force.

4.5. The Company is under no obligation to give advises, consultations or recommendations on trading operations enforcing and also on the market tendencies, to the Customer; in case they were however provided on the Customer request, they are not mandatory neither for the Customer nor for the Company, and the Customer shall not be entitled to hold a demand against the Company with reference to its consultation, advise or recommendation.

4.6. For the avoidance of doubt of the present agreement provisions, the Company declines all responsibility in case of:

4.6.1. the harm, inflicted directly or indirectly by any events, acts or failures, beyond the reasonable control of the Company, including any delays in orders transfer caused by the failures, rejections or malfunctions of any communications systems and data transmission systems, delays or distortions in orders transfer and/or garbling as a result of transfer failure or communications failure, breaking of power supply, the Customers' computer trouble or associated hardware when using the software, or other, beyond the control of the Company reasons;

4.6.2. the loss or harm, inflicted directly or indirectly by any complaints, charges or disbursements, including the remuneration payments to the lawyer, any physical or legal party, and also aroused by other reasons, and not as a direct result of gross negligence of the Company; under no circumstances the Company has no responsibility for the direct or indirect losses of the Customer for the enforced trading operations. The Company is irresponsible for the complaints, losses or harm the Customer came up with as a result of actions of any third party, including: governmental authorities and organizations, banks, brokers and agents. The Company in any case bears no responsibility for the present agreement, confidential relations and results aroused and/or happened in connection with it, owed to any third parties.

4.7. The Company claims that it bears no responsibility for the Customers' profit taxation. The Customer independently satisfies his tax liabilities.

4.8. The Company is financially responsible to the Customer only in the amount of his real balance at the trade account that conforms to its current state of the "transaction register".

5. Rights and liabilities of the parties

5.1. For the successful registration of the Customer trading account there should be software installation media of the System copied from the Company web site to the hard drive of his computer, to download the System, and also regularly update it, using the special System settings. During the registration the Customer is obliged to indicate his contact phone number and valid email account.

5.2. The Customer is required to study the functional operation and to use the System according to the instructions, placed at the Company web site in "Customer terminal MetaTrader operating manual".

5.3. The Company is obliged to hold confidential the information on the Customer trading account status and on its codes.

5.4. If there will some question connected with the enforced operations arise, the Customer should inform the Company within 24 hours, by sending an email to the name of the

Company. At the end of the indicated period no claim admitted. The Customer will receive an answer from the Company during the following 48 hours. The claims that are connected with insufficient skills of the Customer to operate in the System are not set to consideration; detailed description of the System is presented in the “Customer terminal MetaTrader operating manual”.

5.5. The Customer is obliged to refund all the sums due for the payment, including the commission and other expenses, specified by the Company.

5.6. The Company is entitled to block the access to the trading account:

- in case if the account management was delegated to the “third” party without duly effectuated a power of attorney;
- in case of the breach of the Agreement terms.

5.7. In case of disagreement with the changes/attachments the Customer during two days from the receiving of them is obliged to notify the Company about it and to close opened positions (if there are any). Customers’ notification is the reason for the termination of the Agreement. In case if the Customer have not closed the opened positions by himself, they are to be closed by 23:59 (time of the system) on the date the Company received the refusal notification. The Company shall send to the Customer the statement on his Trading account and “Application on the funds withdrawal” by email. The funds are transferred to the Customer during 3 banking days after the receiving of the original documents signed by him. No reply from the Customer is understood as the agreement on the amendments.

5.8. When changing account details, registered address of actual location, phone numbers, e-mail account etc. the Parties are obliged to inform each other in writing during 3 three days from the date amendments were made. Otherwise, the Parties are under no obligation for not receiving/ untimely receiving of the information sent, documentation etc., result in disregard of a provision.

5.9. During the solution of all arising questions the Customer is obliged to apply the principles of business integrity and declares that his actions will not disturb the Company employees to satisfy obligations to other customers.

6. Agreement settlement of accounts

6.1. All settlements on the Agreement are effected in the national currency – hryvina, or in Unites states dollars.

6.2. Cash settlements between the Company and the Customer are made by the bank transfer service or by payment systems that are presented in the Personal office. The Customer can withdraw the money from his account to the payment system to which the withdrawal from Personal office is possible.

6.3. All sums of the transactions, made in hryvnia, United states dollars or other foreign currency, are credited to an account of the Customer in full extent with the deduction of the fees for the bank transfer or payment systems. The credited sum is automatically converted into the national currency units; its rate of exchange is defined by the Company.

6.4. The Customer agrees on the internal order of the Company to the extent that concerned terms of funds deposit and withdrawal:

6.5.1. Deposit of funds to the Customer trading account:

- if the Customer have transferred the funds to the Company account by the bank transfer, then the deposit should be made during three business days from the moment of the funds receipt at the Company account;

- if the Customer have transferred the funds to the Company account by the payment systems, then the deposit should be made during one business day from the moment of the funds receipt at the Company e-wallet;

6.5.2. Customers' funds withdrawal from the Customers' trading account should be made during three banking days from the date of the receiving of the Customers' statement about the funds withdrawal from the Customer trading account.

6.6. Bank fees payment or fees of other payment systems for the funds deposit and withdrawal is made directly by the Customer and/or at his expense from the amount of the transfer.

6.7. The Company has the right at its own convenience to deny the Customer funds withdrawal to the payment system chosen by him. In this case the Customer has the right, after consultation with the Company, to withdraw funds to other payment system.

6.8. The Customer agrees, that the funds of the Customer are kept by the Company at the own bank accounts or trading accounts, and is used by the Company without notice at its own convenience, with the purpose of enforcement of the present Agreement.

6.9. Deposit or withdrawal of the Customer funds is made to the current account or e-wallets of the Customer, indicated by the Customer. Upon that the Company has the right to request from the Customer the confirmation of the name and surname realities that were indicated during the registration of the trading account. For this, the Company can anytime request from the Customer to provide the soft copy of the passport or the copy, certified by a notary (at the Company discretion).

6.10. In case, if the Customer have transferred the money to the Company account by the payment systems, and requires that the withdrawal is to be made as a bank transfer to the current account of the Customer, the Company should effect such withdrawal only in case, that the owner of such Customers' e-wallet and current account is the same person.

6.11. Recordkeeping of each Customer's operation is made by the system in the transaction register of the Customer according to the exchange rate correlation for the specific date. Changing of the payments balance when position closing represents the results of the enforced operations:

- increase of the register balance – means the Customers' profit, that is transferred to his ownership;

- decrease of the register balance – means the Customers' loss, that stays at the ownership of the Company.

6.12. Customers' funds, transferred to the Company as the deposited funds, should match the equivalent not less than 20 United states dollars, with the less amount of the assets at the account the Customer may not effect trading or investing operations.

6.13. To withdraw the part of the deposit from the account it is required to:

6.13.1. Send "Application of the funds withdrawal from the account" from the Personal office with the payment receipt filled in and attached for the preparation of the assets transfer.

The signed ORIGINAL "Application of the funds withdrawal from the account" should be sent to the Company address by post.

6.14. The funds transfer should be made during three banking days from the date of the Application receiving.

6.15. The Customer is notified that the Company bears no responsibility for the financial loses of the Customer, that can be connected with his noncompliance of the funds deposit/withdrawal established procedures. If there will be discovery of the incorrect display of the deposit/withdrawal transactions in the System, the Company shall add necessary amendments according to the Customer's statement, or unilaterally.

6.16. If the total sum of the Customers' debt owed to the Company in terms of this Agreement or Regulations equals to the sum of total debt owed by the Company to the Customer, then mutual offset on these debt relationship is made.

6.17. If the amount of the sum, that should be paid by this Agreement or Regulations by one party exceeds the sum that should be paid by this Agreement or Regulations by other party, then the party with the larger debt should pay to other party the difference, left after the mutual offset and after this both sides are released from the debts.

7. Trading operations policy

7.1. The Terms of the trading operations effecting (currency pairs, spreads, size of the lots, deposit requirements and other parameters) are settled by the Company.

7.2. The terms of trading operations effecting settled by the Company contain in the operating regulations that are published at the official web sites of the Company and/or disclosed to the Customer in other way.

7.3. About the changes in the terms of the Company trading operations effecting, within the frame of tranquil market the Company notifies the Customer by means of posting of the changes in advance at the official sites of the Company and/or in other ways.

7.4. The Company is under no obligation for the delay in the orders transfer due to the reasons beyond the control of the company. Considering that the Company does not control the signal strength, data receive or transfer via Internet, and also the configuration of the Computer facility of the Customer and the Customer's connection reliability, the Company cannot have responsibility for failures in the data transfer, distortions or delays in the transactions enforcing by the Customer in on-line mode (via Internet). As a result of system failure the transaction of the Customer on his order can be executed incorrectly or not executed at all. The Customer understands, that the delays in the orders enforcing are also

possible due to the overflow of the electronic trading system, in the moments of the high volatility at the market and will be carrying out his activities on the trading operations enforcing considering this circumstances.

7.5. The Company at its own convenience maintains a database of all transactions executed by the Customer. Records of the Company are final and binding for the Customer upon any controversies incurrence, including law proceedings, and are the best evidence.

7.6. The Customer is informed and has no objections for the Company can at its own convenience record telephone conversations with the Customer, such records will be confidential and its usage is possible exceptionally as the evidence in the process of determination of arising disputable or doubt situations.

7.7. The Customer is informed and has no objections that the Company can at its own convenience to archive or save any, including electronic, correspondence with the Customer, such records will be confidential and its usage is possible exceptionally as the evidence in the process of determination of arising disputable or doubt situations.

8. Commission and other charges

8.1. The Customer is obliged to pay out a commission and other charges to the Company in the levels set in the contracts specifications. The Company posts the levels of all current commissions and other charges at its web site www.fx-trend.com

8.2. The Company can change the level of commissions and other charges without the Customer's prior warning in writing. All the changes are posted at the Company web site in the section "News".

8.3. Subject to all applicable legal rules and regulations the Company is not obliged to disclose or provide to the Customer any reports concerning the profits, commissions and other remunerations, received by the Company from the Customer's trade operation, other than in respect of, separately mentioned in the present Agreement p.7.7. and p.9.3.

8.4. The commission and other charges are deducted from the Customer's trading account without notice.

9. Privacy and intellectual property

9.1. The Customer does not have any rights for the electronic trading platform, except for the right to have an access and to use the electronic trading platform with the purposes, listed in the present agreement. The Customer recognizes, that the electronic trading platform is the confidential product and is owned by its' developers, and for its development there were vast intellectual resources, time, efforts and money invested. The Customer does not have right to make copies, modify, reverse compile, make studies into the system architecture and algorithm, to transform the electronic trading platform and its' operation mode.

9.2. For the breach of the incorporeal rights the Customer bears liability in accordance with the current legislation.

9.3. The Company will not distribute information, concerning its' Customers and/or potential Customers. The Company also will not share such information with anybody

except its employees, agents, partners and companions to the extent that it is needed for conduct of the business, including bank and credit relationships. The Company has a right to make disclosure of the information about the Customer or about the Customer's transactions to the state regulatory authorities or to the law enforcement agencies, that are within the jurisdiction of the Company, with regard to the appropriate, legally executed requests of such information supplying and also has right to disclose such information about the Customer and about the Customer's transaction in reply to the regulations or writ of subpoena.

9.4. The Customer hereby provides to the Company conscription for the processing of the complete list of personal details, provided by him to the Company, which includes the gathering, systematization, storing, maintenance, cancellation, specification (renewal, modifying), distribution (including transfer), anonymization, blocking of personal data in the following ways: electronic data processing, processing without application of the automation equipment and further use of personal data by the Company, effected for the purpose of the keeping internal record with the placing of the Customer's personal details in the corresponding database, further identification of the Customer according to his personal details, and also with the purpose of appropriate discharge of Company duties according to the present Agreement with the Customer.

9.4.1. References to the personal details list, for the processing of which the present acceptance is provided herein refer to all the details about the Customer, inputted by him into the form at the web site of the Company, being the electronic format form, essential for the registration in the System of the Customer's personal office and/or requisites, indicated by the Customer in the present Agreement.

9.4.2. Term of validity of the present acceptance is the validity term of the present Agreement and the following 2 (two) years after its termination.

10. Force-majeure

10.1. Force-majeure circumstances include:

- any action, event or occurrence (including, but not limited by this, any strike actions, social unrests or civil commotions, acts of terror, floods, extraordinary weather conditions, earthquakes or fire, wars, uprisings, labor disputes, accidents, government actions, connections breakup or power failures, equipment failures or software failure etc.), that in the responsible opinion of the Company, lead to the market disruption of markets of one or several instruments;
- interruption of business, liquidation or closing of any of the markets or absence of any of the events, according to which the Company sets the quotations, or adds non-standard trading conditions at any of the markets or with reference to any of such events.

10.2. The Company, having reasonable grounds for this, has a right to determine the force-majeure circumstances. In the event of the force-majeure circumstances the Company in a proper manner takes appropriate steps for the Customer warning of such circumstances occurrence.

10.3. The Customer agrees that the Company or any other third party, performing provisioning of the Company Services, bears no responsibility for any loss or harm, being the result of the force-majeure circumstances.

10.4. In the event of the force-majeure circumstance occurrence, the Company has the right without prior warning in writing and anytime to undertake any of the steps:

- to increase the size of the marginal orders;
- to close any or all the opened positions at the price, that the Company reasonably considers to be fair;
- to suspend or to change the application of one or all of the regulations of the present Agreement until the presence of the force-majeure circumstance disables the adherence of these regulations by the Company;
- to undertake or not to undertake any actions in regard to the Company, Customer or other Customers, if the Company at the reasonable grounds considers it expedient at the present circumstances;
- to review the financial result of all the Customer's transactions, that fall within the scope of the force-majeure circumstance, by the change in prices open/close or flat cancellation of the transactions.

11. Liability of the parties and dispute settlement procedures

11.1. For the failure to perform or improper performance of the obligations on the present Agreement the Parties bear responsibility in accordance with the procedures established by the present applicable legislation.

11.2. The Company bears no responsibility for the losses, inflicted to the Customer as a result of disclosure of information about the Customer password happened not due to the fault of the Company, and also as the result of the access to the customer communications facilities, through which the transactions subject to the present Agreement are made.

11.3 The Company bears no responsibility for the telephone and Internet connection, the Customer provided with.

11.4. All the emergent controversies arising between the Parties are solved through good faith consultation and negotiation and in case if agreement was not reached - in accordance with the procedures established by the present applicable legislation. Pre-judicial procedure of dispute settlement is binding.

12. Other terms and conditions

12.1. The Customer is obliged to track all the information, changes and notifications of the Company, posted at the web-site: www.fx-trend.com. Protests of the Customer, that he was not acknowledged with the information, in case if it was posted at the mentioned page, have no force. The Company is obliged to provide all the mentioned information in written form; it is possible only after the receipt of the Customer notification.

12.2. The present agreement will not be considered concluded and will not become a vested contract between the Customer and the Company until the agreement itself and its annexes, and also other rules, regulations and specifications defined by the Company, will not be fully accepted by the Customer

12.2.1. The acceptance of the present agreement and its annexes, and also defined by the Company rules, regulations and specifications is either the onomastic signature of the present agreement and its' annexes, or such actions of the Customer as the filling of the online form of the agreement with the following deposit of the funds to the trading account and enforcing of any trading operation. After the acceptance of the present agreement and its annexes, and also rules, regulations and specifications defined by the Company in any manner, the Customer has no right to refer to the circumstance, that he did not understand or did not know the terms of the present agreement, annexes to it, and also rules, regulations and specifications defined by the Company.

12.3. The present agreement will be valid and will remain in effect till the moment of its termination by the Customer or the Company. The Company has the right, at its own convenience, in any time to terminate the present agreement, moreover such decision on termination on business relations goes into effect on the date of the Customer notification on this and payment of funds to the Customer.

12.4. The Customer has the right to terminate the present agreement, if:

- the Customer does not have enforced orders or opened positions and does not have commitments or debts to the Company;
- the Customer in period of seven days before the agreement termination notified the Company about it in writing via electronic mail or postal service or any other correspondence delivery service under the provisions of the present agreement;
- The Company has received such notification under the provisions of the present agreement.

12.5. In the written application of the Customer on the agreement termination, the Customer confirms the current balance of funds at the trading account and indicates the requisites, according to which the balance should be returned at the trading account after the settlement of the existing debts. The agreement is considered to be terminated from the date of Company acceptance to execution of the Customer application on the Agreement termination.

12.6. The agreement termination by one of the parties does not affect any contract or other previously concluded transactions and does not discharge any of the parties from the obligations under the present agreement.

12.7. The present agreement, including all the annexes to it, and also all the documents attached to it constitute the comprehensive settlement between the parties, cancelling the entire, prior to it, agreements in writing or oral.

12.8. The present agreement is termless and is extended to all severally and jointly accounts of the Customer, opened and opened again in the Company, regardless to any change or changes, touching the personnel of the Company or its assignees, authorized

attorneys or affiliates. The present agreement, including all the credentials on it, preserves legal force for the Company and its assignees and authorized in the cases of amalgamation, incorporation or other structural reforms, and stays obligatory for the Customer and/or its personal representatives, legal representatives, co-executors, corporate executives, authorized attorneys, legal successors, administrators of decedent's estate, assignees and authorized.

12.9. The Customer cannot assign his rights, to charge or accomplish some other deed of assignment or responsibilities in accordance with the present agreement, without the prior written consent from the Company. If this condition was breached, then any of such assignments, assignments or charge will be considered invalid.

12.10. The Parties are obliged not to disclose the subject-matter of the present agreement, its annexes and annexations, and also in part or in whole the facts or information of its execution and compliance.

12.11. In case of the differences in the Russian and English version of texts of the Agreement parties are to adopt measures for the determination of the appropriate provisions actual meaning. In case of the non-achievement of the agreement the controlling language is Russian.

13. Annexes to the present agreement

13.1. Annex №1 «Customer Orders Processing and Execution Regulation».

13.2. Annex №2 «Trading Regulation».

13.3. Annex №3 «Risk Disclosure».

13.4 Annexes to the present Agreement constitute its integral part. Each annex should be accepted by the Customer separately. All the references to the terms included in the agreement itself, annexes to it and also other defined by the Company for the mutual relation with the Customer rules, regulations and specifications.