



CLIENT AGREEMENT

Nord Group Investments Inc.
Client Agreement

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Nord Group Investments Inc.
Client Agreement

This Client Agreement is signed between Nord Group Investments Inc. (hereinafter called the “Company”) whose registered office is located at 113, Medine Mews, La Rue Chaussee, Port Louis, Mauritius, registration № 082831 C1/GBL, License Category 1 Global Business №C108006311, on one part, and a person having duly submitted registration form for opening a personal or corporate trading account with the Company (hereinafter called the “Client”) on the other part.

When mentioned together in this Agreement the Company and the Client shall be hereinafter called the “Parties”.

1. Subject matter of Agreement and general provisions

- 1.1. This Client agreement, attachments hereto and information placed on Company’s official web-site (hereinafter called the «Agreement») shall govern terms and conditions of services provided by the Company to the Client with regard to trading and non-trading transactions on 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. The Company’s services under this Agreement are as follows:
 - a) access arrangement to trading platforms (videlicet – software allowing to make electronic data transmission from the Client to The Company by means of personal stationary or portable computer or other device with authorized data transmission network appointed by the Company), technical analysis facilities and to services of any third party services provider in order to make transactions on financial markets;
 - b) access arrangement to any on-line software or services offered by the Company in order to get in contact with the Company or authorized third party services provider, and to obtain information or rates from the Company or from authorized third party services provider.
- 1.3. The Client acceptance of this Agreement means its intently reading, full understanding and agreement with all terms of this Agreement.
- 1.4. The Client agrees that the Company has a right on its own discretion to change, add, rename or leave unchanged services offered under this Agreement, giving to the Client a notice as per procedure and within the time provided in this Agreement. As per general rule changes, additions, renaming of services shall come into force after five working days from the day when the Client got the relevant notice according to the procedure provided in Section 4 of this Agreement.
- 1.5. The Client confirms that this Agreement shall be applied to services that can be changed, added or renamed in future in addition to serviced offered to the Client at the moment of registration and trading account opening.
- 1.6. All financial instruments, transactions executed by Client under this Agreement are of clearing nature. There is no actual supply of currency or underlying assets during the agreement performance.
- 1.7. The Company shall solely execute the Client’s trading transactions and does not offer trustee services or advise. Information or analysis placed on Company’s official web-site 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 on its trading account and for its investment decisions.

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2. Trading account opening procedure

- 2.1. In order to open a trading account with the Company the Client shall go through registration procedure on Company's official web-site, i.e. to fill registration form for trading account opening and to accept this Client Agreement.
- 2.2. During registration procedure the Client may chose one out of several trading accounts suggested by the Company. Specific conditions and peculiarities of services for each trading account type are placed on Company's web-site and form an inseparable part of this Agreement.
- 2.3. An individual or legal entity whose information was mentioned in registration form for opening of personal or corporate account shall be considered by the Company as a person who has completed such form. The Company completely trusts information supplied by the Client upon trading account opening and is not liable for unreliable and /or invalid information. The Client is liable for reliability and validity of information supplied to the Company as well as for possible consequences caused by its unreliability and /or invalidity.
- 2.4. After completion of registration form and acceptance of this Agreement, trading account shall be opened for the Client and access codes (login and password) shall be generated and provided to Trader Office and to the Client Terminal. Access codes (login and password) shall be used for Client identification during trading transactions and during management of trading account and funds thereon. Login shall be assigned once and cannot be changed in future. Password can be changed at any time upon request of any Party. The Client can change his password by himself at any time and do not have to notify the Company about it. When password is changed by the Company the Client will be forwarded relevant notice to email address mentioned by the Client as his contact email address.
- 2.5. Trading account for the Client shall be opened and maintained either in United States Dollars or in Euro upon Client's request. Trading account can be opened in other currencies, the Client can find a list of such currencies on Company's web-site or with Customer Service.
- 2.6. If the Client uses several trading platforms offered by the Company for his trading operations, a separate sub-account shall be created on Client's account for each additional platform, where funds available for Client's trading operation on each trading platform are recorded as well as all Client's transactions on such platform.
- 2.7. Upon initial Client registration newly open trading account shall be connected to trading platform MetaTrader by default. For trading transactions through other trading platforms offered by the Company, the Client has to fund sub-account of such trading platform by any method available in Trader Office as per procedure described on Company's web-site. There might be requirements for minimum amount for each particular platform, a requirement to contact Support service and to notify it about sub-account funding or any other requirements.
- 2.8. For Client identification during trading transactions by means of telephone and for receipt of information about trading account balance by means of telephone the Parties shall use a Telephone password, mentioned by the Client in registration form for trading account opening.
- 2.9. The Client shall receive upon trading account opening generated own PIN-code. The own PIN-code shall be used to confirm transactions for withdrawal of funds from trading account. All applications for funds withdrawals from trading account without PIN-code confirmation shall be declined automatically.
- 2.10. The Client shall take full responsibility for confidentiality of data related to access to his trading account as well as for all executed trading and non-trading transactions by person dully authorized to access trading platform, Company web-site or Company server by use of data for access to the Client's trading account. All messages, inquiries and instructions forwarded to the Company by person who has received authorized access to trading platform, Company web-site or Company

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server by use of data for access to the Client's trading account, shall be considered as forwarded personally by the Client.

- 2.11. If the Client lost his password, the Company has a right to change existing password upon Client's request. In this case the Company shall use all available means to identify the Client.

3. Rights, warranties and obligations of the Parties

3.1. The Client has a right:

- 3.1.1. To get in contact with the Company or with authorized third party service provider and to receive from them rates and information for the purpose of transactions execution on financial markets.
- 3.1.2. To execute trading transactions on financial markets by means of trading platforms (software) offered by the Company.
- 3.1.3. To request and to receive from the Company on demand any information related to current situation on his trading account subject to availability of technical facilities for the Company and the Client communication.
- 3.1.4. At any time upon his discretion to dispose available funds on his trading account.
- 3.1.5. To give instructions (inquiries and orders) to the Company about execution of trading operations on financial markets solely through client's terminal or by telephone.

3.2. The Client warranties:

- 3.2.1. He is illegible person and can form legally binding contracts.
- 3.2.2. He has all necessary authorities to sign this Agreement, to make inquiries and to give instructions as well as to perform his obligations under this Agreement.
- 3.2.3. Signing this Agreement and execution of trading and non-trading transactions and other actions by the Client under this Agreement will not violate any law, order, right, statutory norms and regulations applicable to the Client or in jurisdiction of Client's residence. In case of violation by the Client of provisions contained in this article the Company is not liable for Client's actions and for consequences arising there from.
- 3.2.4. All information supplied by the Client in relation to this Agreement is true, correct and complete in all respects.
- 3.2.5. He undertakes completely all obligations and liabilities for all possible consequences that may be caused by his actions under this Agreement.
- 3.2.6. That he will be the sole authorized user of the Company Services on trading account and will be completely responsible for confidentiality and use of access codes.
- 3.2.7. The Client guarantees legal source of funds transferred to his trading account with the Company and their legal ownership as well as his rights for their disposal.

3.3. The Client undertakes:

- 3.3.1. To follow terms and conditions and to perform obligations stipulated in this Agreement, attachments hereto and information placed on Company's web-site and mentioned in this Agreement and attachments hereto.
- 3.3.2. To pay for Company services on time and in full.

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- 3.3.3. To supply to the Company current identification information and data and to inform the Company immediately about any changes. The Client is liable for all consequences related to failure by him to notify the Company about changes in identification information.
- 3.3.4. To abstain from disclosure of access codes and other information used for Client identification for trading transactions execution and management of trading account and funds thereon, to the third parties.
- 3.4. The Company has a right:
 - 3.4.1. To demand from the Client due performance of terms and conditions under this Agreement and attachments hereto.
 - 3.4.2. To demand from the Client data and information necessary and sufficient for proper Client identification upon trading account opening and upon execution by the Client of trading and non-trading transactions.
 - 3.4.3. In case of undue performance of terms and conditions under this Agreement by the Client, the Company has a right to terminate this Agreement on its own discretion and to disconnect Client's access to services offered under this Agreement.
 - 3.4.4. For the purpose of fraud prevention, money laundering and other conflict situation the Company at any time has a right to demand from the Client confirmation of his identity or registration data (if legal entity). Confirmation of Client's identity or registration data of legal entity shall be made according to procedure mentioned in Section 8 herein.
- 3.5. The Company warranties:
 - 3.5.1. The Company guarantees that information and data provided by the Client upon trading account opening and during further interaction with the Company is confidential and shall not be disclosed by the Company to the third parties. Unless it is required by demand of authorized organs by relevant decision of court of international jurisdiction.
 - 3.5.2. The Company guarantees to provide to the Client any information in relation to current situation on his trading account within 24 hours after receipt of relevant inquiry.
- 3.6. The Company undertakes:
 - 3.6.1. To open to the Client a trading account as a result of registration procedure through Company web-site, i.e. – completion of registration form for trading account opening and acceptance of this Agreement.
 - 3.6.2. To provide to the Client a possibility to execute trading and non-trading transactions on financial markets on terms and conditions stipulated by this Agreement.
 - 3.6.3. To provide services of high quality according to terms and conditions of this Agreement.
 - 3.6.4. To perform timely and duly all obligations under this Agreement.
 - 3.6.5. To undertake all reasonable measures to safeguard confidentiality of information received from the Client.

4. Exchange of information

- 4.1. The Company for communication with the Client can use:
 - a) electronic mail;

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- b) internal mail of trading platform;
 - c) facsimile communication;
 - d) telephone;
 - e) post;
 - f) announcement in section "Company news" on Company's official web-site.
- 4.2. For communication with the Client the Company shall use contact information provided by the Client upon trading account opening or changed by him later in due course. Correspondence and information forwarded by the Company to the above contact details shall be considered as forwarded in due course and the Client has no right to refer to their invalidity or changes if the Company has not been notified and contact information has not been changed in due course.
- 4.3. Any correspondence or information (documents, announcements, notices, confirmations, inquiries, reports, messages etc.) shall be considered as received by the Client:
- a) one hour after its mailing to his e-mail;
 - b) immediately after mailing by internal mail of trading platform;
 - c) immediately after fax sending;
 - d) immediately after completion of telephone conversation;
 - e) in 7 calendar days from the day of posting by mail;
 - f) immediately after placement of announcement in section "Company news" on Company's web-site.
- 4.4. Correspondence and information forwarded by the Company to the above contact details, that is to Client's e-mail address; fax number; postal address; forwarded by means of internal mail of trading platform; placed in section "Company news" on Client's official web-site shall be considered as due written notice.
- 4.5. The Client agrees that the Company has a right to delete messages that have not been received by the Client by means of internal mail of client's terminal, upon expiration of three calendar days from the date of message mailing.
- 4.6. The Client agrees that the Company may record oral and telephone conversations with the Client. Such records constitute property of the Company and may serve as a proof of Client's inquiries and orders as well as other facts of interaction between the Client and the Company.

5. Transfers, settlements and payments

- 5.1. To proceed with trading the Client shall fund his trading account by funds transfer to Company's account specified in Trader's office. Account can be funded by any other method specified on Company's web-site and available to the Client in Trader's office.
- 5.2. The Client admits and agrees that the Company will not pay interest on funds deposited to his trading account.
- 5.3. Withdrawal of available funds from trading account can be made by the Client at any moment upon his discretion apart from cases stipulated in this Agreement and in attachments hereto. As a general rule withdrawal of funds from trading account is made by the same method it has been funded, to the same bank account and through the same electronic payment system used for account funding.

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- 5.4. Account funding as well as withdrawal of funds from account can be made in USD, euro and other currencies. List of currencies can be checked with Trader's office and in Clients Support Services.
- 5.5. When account is funded in currency different from trading account currency, incoming funds will be converted into account currency on internal rate of the Company. Internal exchange rates of the Company are quoted on Company's web-site and in Clients Support Services.
- 5.6. Terms and conditions for money transfers.
 - 5.6.1. Upon account funding the name of ordering customer to be completely the same as the name of the Client mentioned upon account opening. Payments from the third parties are not accepted.
 - 5.6.2. Money can be withdrawn to the same account and by the same method as they have been brought for account funding. Upon withdrawal name of beneficiary must be completely the same as Client's name as per data base of the Company.
 - 5.6.3. If trading account was funded by the method that cannot be used for money withdrawal (payment terminals, bank cards etc.), money can be withdrawn only by bank transfer to bank account open on the Client's name.
 - 5.6.4. If 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 working day from the moment when they come to Company's account or from the moment of receipt of payment order to transfer money between accounts within the Company.
- 5.8. The Client may transfer money from his trading account to another trading account in the Company (internal transfer). To make internal transfer the Client shall make an order to Trader's office and to confirm it by his PIN-code.
- 5.9. If trading accounts for internal transfer are maintained in different currencies, conversion of funds upon such transfer shall be made according to internal exchange rates of the Company, information on current internal exchange rates is available on Company's web-site and in Client's Support Service.
- 5.10. Withdrawal of funds from trading account with open positions can be made exclusively within the free margin on account. If amount withdrawn by the Client (including commissions, charges and other costs) exceeds the amount of free margin on trading account, the Company maintains its right to decline such order.
- 5.11. All orders for money withdrawal shall be confirmed by Client's PIN –code, given to him upon opening of trading account. Orders without PIN-code confirmation shall be declined automatically.
- 5.12. All orders for money withdrawal from Client's trading account shall be executed as soon as possible but any way not later than within 5 working days from the moment of receipt of relevant order.
- 5.13. All charges and commissions of banks, exchanges, clearing companies, custodians, registry-holders and other 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 the Company can delay to credit funds to his trading account. In case of software failure that caused delay in automatic funds crediting, the Company can credit funds to Client's account manually, provided that the Client will notify the Company's Clients Support Service of such failure.
- 5.15. The Client shall transfer funds to trading account either for its funding or for maintenance of open position upon its discretion. The Company will not send the Client its call for necessary level of margin maintenance.

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- 5.16. The Company reserves the right to introduce limits for minimum and maximum amount of deposits and withdrawals subject to funding /withdrawal method.
- 5.17. In all cases when the Company is entitled to receive commission or other remuneration from the Client under this Agreement for the services rendered as well as when the Client has to reimburse any expenses suffered by the Company, relevant amount shall be debited by the Company from Client's trading account without Client's acceptance.
- 5.18. The Company will not be under any obligations to disclose to or provide the Client with data about commission or other remunerations as also about charges, made or received by the Company on any Client transactions.

6. Anti-money laundering policy

- 6.1. Hereunder legalization (money laundering) in this Agreement is the process targeted to transform money and other valuables received from illegal activities (terrorism, drug trafficking, illegal arms trading, corruption, human trafficking etc.) into money or investments that appear as originated from legitimate source.
- 6.2. In order to prevent legalization (money laundering) of money the Company reserves the rights to apply several internal control rules and procedures of their implementation sources as well as to assist international organizations to combat financing of terrorism.
 - 6.2.1. The Company keeps documentation and checks identification information of the Client as well as maintains and follows up detailed reports on all Client's transitions.
 - 6.2.2. The Company monitors Client's transactions with signs of offences targeted for money laundering and transactions executed on nonstandard conditions. All Company activities are performed in compliance with AML FATF recommendations.
 - 6.2.3. The Company does not accept on deposit cash and does not pay out cash under any circumstances.
 - 6.2.4. The Company can refuse to process a transaction on any stage if there are enough reasons to believe that such transaction in any way is connected with illegal activities.
- 6.3. The Client admits that identification information and data submitted by him upon opening of trading account can be used by the Company within the framework of anti-money laundering activities.
- 6.4. According to international law the Company does not have to notify the Client that relevant authorities have been informed about his suspicious activities.
- 6.5. The Client agrees that if the Company has reasons to believe that through Client's trading account money laundering transactions are put through, or that account holder opens account or deliberately submits false identification information and data and if there are reasons to believe that transactions on Client's trading account have been executed with violation of this Agreement, the Company reserves the right to suspend all transactions on Client's trading account for necessary checks (checks of registration data, identification of the Client, history of 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 recommendation upon the first withdrawal of material amounts from trading account and in other cases stipulated in this Agreement, the Company has a right to demand from the Client two documents to verify his identity. Moreover, the Company has a right to demand from the Client to submit any other documents.

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- 7.1.1. The first document – identification document with Client’s photo on it issued by authorities of Client’s jurisdiction. It can be passport, driving license (for countries where driving license is the initial identification document) issued by authorities or local identity card (apart from corporate access cards). Such document shall be submitted by electronic copy or by true copy certified by notary, upon Company’s discretion.
- 7.1.2. The second document – an invoice with full name of the Client and with actual address. This document shall be issued not later than 6 month ago. It can be a utility bill, bank statement, notary certificate or any other invoice bearing the name and the address of the Client issued by internationally recognizable organization.
- 7.2. If the above documents are submitted in languages different from languages used on Company’s web-site, they shall be translated into relevant languages by official translator. Translation shall be typed and signed by translator and submitted together with true copy of original document.
- 7.3. Documents requested by the Company to verify Client’s identity shall be submitted by the Client to the Company within thirty calendar days from the day of relevant request.
- 7.4. Prior to receipt of the above documents to verify Client’s identity the Company has a right to suspend execution of non-trading transactions on Client’s account, in particular withdrawal of funds.
- 7.5. In case the Client failed to submit the above documents within thirty days period as mentioned above, the Company has a right to suspend all trading and non-trading transactions on Client’s account, to close all open positions on current market prices and to block funds deposited on trading accounts without Client’s consent.
- 7.6. If the Client is a legal entity for the purpose of this section it will be required to submit the following documents:
 - 7.6.1. Copies of foundation documents and registration documents issued by authorized bodies.
 - 7.6.2. Statement from bank account or bank reference letter confirming that such legal entity maintains a bank account.
 - 7.6.3. Power of Attorney issued to an individual who is authorized to manage Client’s trading account where as a must all Client’s identification information is mentioned as well as identification document of attorney with full description of powers of the above attorney to manage funds, to execute trading and non-trading transactions on Client’s trading account and to interact with the Company on all issues on behalf of the Client. Such Power of Attorney shall be signed by Client’s director and sealed by Client’s stamp.
 - 7.6.4. Resolution of authorized body of the Client on appointment of its director, if such director of the Client (the legal entity) personally will manage trading account of the Client.
 - 7.6.5. Copy of identification document issued by authorities of Client’s jurisdiction with an individual photo (passport, driving license, identity card) who is authorized to manage trading account of the Client-legal entity.

8. Confidentiality

- 8.1. All information supplied by the Client upon trading account opening and during further interaction with the Company and also the information about the access codes supplied to Client for work is completely confidential and each of the Parties is completely responsible for saving of confidentiality of the given information and its use.
- 8.2. In case of wrongful disclosure of Client information to the third party disputable situation shall be resolved according to this Agreement and law in force.

9. Liability of the Parties

- 9.1. Company's liability.
 - 9.1.1. In case of delay in execution of Client's order for withdrawal of funds from trading account under circumstances caused by the Company, the Client has a right to demand penalty in amount of 0,02% of delay for every day of delay.
 - 9.1.2. In case the Company violates any provision of this Agreement under circumstances caused by the Company, causing real loss to the Client, the Client has a right to demand compensation of caused real damage.
 - 9.1.3. The Company shall not compensate loss of profit, in particular when the Client had an intention to make a certain action but failed to make it due to a certain reason. The Company does not compensate any indirect losses and moral losses.
- 9.2. Client's liability.
 - 9.2.1. The Client is obliged to have absolute liability for all the actions performed by him under this Agreement.
 - 9.2.2. The Client is obliged to have absolute liability for all actions resulting from use of access codes towards his trading account.
 - 9.2.3. In case the Client violates provisions of this Agreement and when liability for it is not described herein and in attachments hereto, and in case of any damage caused by the Client to the Company, the Company has a right without Client's consent to debit Client's accounts with amount sufficient to compensate the damage caused, and when the funds on Client's accounts are not sufficient to compensate the damage caused, to demand insufficient funds to compensate the whole amount of damage caused.
 - 9.2.4. Company's demand to pay insufficient funds to compensate the whole amount of damage caused shall be satisfied within ten working days.
- 9.3. Client's violation of this Agreement's provisions made during validity period of this Agreement and attachments hereto, shall be accepted for Company's examination without limitations of action, therefore the Company has a right to present its claims to the Client after lapse of any time period.
- 9.4. For default and/or for undue performance of any other obligations under this Agreement the Parties are liable according to this Agreement and propositions of law in force.

10. Circumstances that rule out liability

- 10.1. The Parties are released from liability for failure and /or undue performance of their obligations under this Agreement if such failure and /or undue performance was caused by force majeure circumstances, which means circumstances that could not have been reasonable foreseen or prevented by the Parties, in particular 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, that do not depend on Parties' power usually called as force majeure.
- 10.2. Force-majeure circumstances under this Agreement also include unlawful actions towards the Company, its employees, and/or its assets, including hackers' fraud and other unlawful actions towards Company servers.
- 10.3. Force-majeure circumstances under this Agreement also include suspension of operations, liquidation or closure of any market, or absence of event the Company bases its rates on, or

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- introduction of limitations or special nonstandard trading conditions on any market or towards any of such events.
- 10.4. In case of force-majeure circumstances that rule out liability, the Company has a right without prior notice to the Client to make some or any of the following actions:
- a) to increase margin call;
 - b) to close any or all Client's open positions at the price the Company reasonably considers as fair;
 - c) to suspend and/or change effect of one or any provisions of this Agreement and attachments hereto till the end of force-majeure circumstances;
 - d) to undertake any other actions (or to abstain from any actions) towards the Company, the Client or other clients, if the Company reasonably considers it fit under the circumstances.
- 10.5. The Party that failed to perform or duly perform 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 commence.
- 10.6. The Party who failed to notify on time its subcontractor about circumstances that rule out liability, has no right to refer to such circumstances as on force-majeure circumstances.

11. Disputes

- 11.1. All disputes and differences arising from performance of this Agreement shall be dissolved by Parties' negotiations.
- 11.2. In case of a disputable situation the Client who believes his interests have been violated, has to present his claim to the Company.
- 11.3. Period for claim's presentation:
- 11.3.1. Claim based on Parties' relations in connection with trading transactions on financial markets shall be presented within three working days from accrual of the cause of claim.
 - 11.3.2. Claim based on non-trading transactions and other reasons shall be presented by the Client within twenty calendar days from the moment from accrual of the cause of claim.
 - 11.3.3. Client's failure to present his claim within the above period shall be considered as hit approval of Company's actions and absence of any disputes and differences.
- 11.4. Client's claim presented later than above periods shall not be examined by the Company.
- 11.5. Client shall execute the claim as electronic letter and send it to official e-mail addresses published on Company's web-site. Claims presented in other way (on public internet resource, on telephone, by fax or any other way) shall not be examined by the Company.
- 11.6. Claim shall contain the following information:
- a) client's name and surname ;
 - b) login for trading platform;
 - c) description of disputable situation.
- 11.7. Claim based on trading transactions on financial markets shall also contain:

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- a) date and time of problem accrual (trading platform time);
 - b) ticker tape of disputable position or pending order.
- 11.8. Claim should not contain:
- a) emotional evaluation of disputable situation;
 - b) insulting expressions towards the Company and /or its employees;
 - c) abusive language.
- 11.9. The Company has a right to overrule the Client's claim in case his claim has been executed and sent in violation of provisions 11.3., 11.4., 11.5, 11.6., 11.7 and 11.8. herein.
- 11.10. The Company shall examine the claim and make a decision on disputable situation the soonest possible. If the claim contains all information necessary to examine it, it shall be examined:
- 11.10.1. If it is based on trading transaction on financial markets – within three working days from the day of its receipt.
 - 11.10.2. If it is based on other reasons – within twenty calendar days from its receipt.
- 11.11. In case the Company needs to request additional information and /or document from the Client, period for claim examination shall commence from the day the Company receives from the Client all requested information and /or documentation.
- 11.12. Server log-file is the main source of information while examining disputable situation in relation with trading transactions of the Client on financial markets. Information contained in server log-file absolutely prevails over other arguments in examining disputable situation, including over information contained in 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. The Company shall not compensate to the Client loss of profit, in particular if the Client had intentions to make any action but fail to do so for a certain reason. The Company shall not compensate indirect losses and moral losses.
- 11.14. If decision made in Client's favor, the Company shall credit Client's trading account with compensation payment within one working day.
- 11.15. Peculiarities, specific conditions and possible options of disputes resolutions connected with Client's trading transactions are described in details in relevant sections of Regulations on Trading Transaction in attachment hereto.
- 11.16. In case of disputable situation not described herein and in attachments hereto, the Company shall take final decision on the claim on the principles of general market practice, internal Company policy and Company's idea about fair settlement of disputable situation. In particular, it is allowed for comparison to use rates of any other market-maker in order to make a comparative analysis.
- 11.17. In case the Parties failed to reach agreement during negotiations and /or Client's disagreement with Company's decision, disputes shall be transferred for examination of competent judicial bodies as per procedure stipulated by law.

12. Applicable law and jurisdiction

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

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- 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 this Agreement.
 - b) the Parties waive the right for appeal in connection with any dispute examination arising from this Agreement, in judicial bodies of Republic of Mauritius.
 - c) never to 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. This Agreement between the Company and the Client shall come into force from opening of Client's trading account and is valid for indefinite period.
- 13.2. The Company has a right upon its own discretion to change or to amend this Agreement with compulsory notice to the Client. Changes and additions to this Agreement shall come into force from next calendar day from notification of the Client if otherwise is not provided in changes and amendments or in notice about them.
- 13.3. Any Party has a right upon its discretion to abandon this Agreement by notifying the other Party 15 days prior to 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, the Company has a right to block such account of the Client. Trading accounts blocked for the above reason shall be transferred to archives, and the Client loses his ability to get authorization by use of access codes to such account in trading platform and Trader's Office. In order to unblock trading account the Client has to get in contact with Support Service of the Company and his account will be unblocked within three working days. The Client will receive a notice to his e-mail address about unblocking his trading account. Trading accounts with no funds on them and inactive for more than six consecutive months can be deleted by the Company without option for restoration.
- 13.5. In case of Client's violation of this Agreement, including (but not limited to) in case of 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, the Company has a right to terminate immediately this Agreement upon its own discretion. If the Client has open positions at the moment of Agreement's termination, the Company has a right to close his positions at current market price upon its discretion. Balance of Client's account in this case shall be transferred to the Client or to his legal representative if otherwise is not arising from conditions of this Agreement or rules of law, regulating such situation.
- 13.6. The Client agrees that the Company has a right upon its discretion to suspend or to discontinue completely or partially Client's access to Company services with further notice to the Client. In this case this 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 balance of trading account shall be returned to the Client.
- 13.7. The Company without Client's consent has a right to assign its rights and obligations under this Agreement and attachments hereto wholly or partially to the third party, provided that assignee agrees with terms and conditions of this Agreement and attachments hereto. The Client shall be notified in writing by the Company about such assignment of rights and obligations at least 15 calendar days prior to assignment.

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- 13.8. In case the Company ceases its activities regulated by this Agreement, the Company is obliged to notify the Client at least one month prior to it. Funds on trading account of the Client after closing all the positions shall be returned to the Client.
- 13.9. In case of death of the Client – individual, the right to withdraw funds from trading account of the Client shall be transferred to legal successors or heirs by will. The right to use trading account of the Client and the right to execute transactions on financial markets cannot be transmitted.
- 13.10. Termination of this Agreement will not abrogate any obligations of Parties relative to each other, which may already have arisen under this 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 discrepancies English version of this Agreement shall prevail over other versions of this Agreement in any other language.

15. Attachments and information about the Company

- 15.1. The following attachments form inseparable part of this Agreement:
- a) Attachment № 01 – Terms and definitions.
 - b) Attachment № 02 – Notice of risk.
 - c) Attachment № 03 – Regulations about trading transactions through trading platform MetaTrader.
 - d) Attachment № 04 – Regulations about trading transactions through trading platform «Strategy Runner».
- 15.2. Information placed on Company's web-site in the following sections (on the following pages) form inseparable part of this Agreement:
- a) Instruments specifications:
 - http://nordfx.com/trading_account_currenex.html
 - http://nordfx.com/trading_account_micro.html
 - http://nordfx.com/trading_account_standart.html
 - http://nordfx.com/trading_account_vip.html
 - http://nordfx.com/trading_account_cqg.html
 - b) Information on swap size for transfer of overnight open position:
 - http://nordfx.com/trading_account_currenex.html
 - http://nordfx.com/trading_account_micro.html
 - http://nordfx.com/trading_account_standart.html
 - http://nordfx.com/trading_account_vip.html
 - c) Trader's office:

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

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

http://nordfx.com/trading_account_currenex.html

http://nordfx.com/trading_account_micro.html

http://nordfx.com/trading_account_standart.html

http://nordfx.com/trading_account_vip.html

- e) In section about trading platforms – information about adding funds and activation of subaccounts for the trade through a certain trading platform.
- f) Any other information placed on Company's web-site and mentioned in this Agreement and attachments hereto.