

TERMS AND CONDITIONS – OTC MARKET (T&C)

1. Definitions

Account	A Trading Account or any other accounts and/or registers opened in the name of the Client with RallyTrade, where all the Financial Instruments or property rights are registered;
Account Statement	A periodical statement containing all the operations performed on the Client Account;
Account Currency	The currency in which the Account is held, and all the operations are settled;
Basic Account	Trading Account where the Client can conclude Transactions according to the conditions stipulated in the Order Executions Policy, and in any other provisions of the Terms and Conditions;
Balance	The amount that is held on a Trading Account after all the elements /operations from Clause 4.6. are executed;
CFD, CFD Instruments	Contract for Difference, having the specifications as described in the CFD Specification Tables, and the execution described in the Terms and Conditions and it's annexes;
CFD Account	Account used for trading CFDs or Equity CFDs, which can be a Basic, Standard or Professional type;
CFD Specification Tables	Tables containing specifications of CFD instruments (such as spreads, nominal value, volumes, transaction steps and other elements that describe the way of functioning of CFD instruments with RallyTrade, which are published on RallyTrade's website and which constitute an integral part of Specification Tables and T&C);
Client	Individual/natural person, legal person or a person without legal entity that has accepted Terms and Conditions with RallyTrade;
Client Office (MyRally account)	Client personal area, which is available on the RallyTrade Website and offers the Clients possibility of opening real and demo accounts, deposit and withdrawal funds and other facilities;
Closed Position	An Open Position in the Trading Account that was closed by the means of a Closing Position instruction, or by executing a Reverse Transaction;
Closing Position	The action of closing a positions by using the "close position" button from the Trading Platform;
Commissions	Commissions and fees as they are described in the Commissions Table;
Commissions Table	Table which contain the list of commissions and fees which is published on RallyTrade's website and which constitute an integral part of Specification Tables and T&C;
Deposit Account	Bank Account which is maintained by RallyTrade containing Clients' funds;

Durable Medium	Any medium which enables the Client to store information in a way accessible for future reference for a period of time adequate to the purposes of the information;
Equity	The current balance of the Trading Account determined in the manner specified in Clause 4.7.;
Equity CFD, Equity CFD Instruments	Contract for Difference, having the specifications as described in the Equity CFD Specification Tables, and the execution described in the T&C and it's annexes;
Equity CFD Specification Tables	Tables containing specifications of Equity CFD instruments (such as nominal value, volumes, possibility for short selling and other elements that describe the way of functioning of Equity CFD instruments with RallyTrade), which are published on RallyTrade's website and which constitute an integral part of the Terms and Conditions;
Excessively Erroneous Price	A price of a Financial Instrument that differs from the Price on the Underlying Instrument in such a manner and to such a degree that can be easily recognized as being erroneous. The criteria for identifying a price as being Excessively Erroneous is described in the Order Execution Policy;
Financial Instruments	Instruments that can be traded by the Client (like or example CFDs, Equity CFDs);
Free Margin	Amount of funds available on the Trading Account calculated in the manner specified in the Clause 9.1.;
T&C (Terms and Conditions)	The present document containing the terms and conditions for providing brokerage services by FRNG, which Client accepts before starting the cooperation with FRNG;
Instruction	A Clients' Instruction to perform a certain action or operation on the Trading Account or any other registry or place, instruction which is placed by the Client in accordance with the Terms and Conditions;
Interbank Market	An OTC (Over the Counter) market created by banks;
Introducing Broker	A natural or legal person which promotes RallyTrade's services and introduces potential clients to RallyTrade;
Limits Table	Table containing minimum limits for differences in pips from the current price where one can execute a Limit Order or Stop Order on a Basic Account, which is published on RallyTrade's website and which constitute an integral part of the Specification Tables and the Terms and Conditions;
Liquidity Provider	A bank or an investment company that is creating liquidity on a particular market and providing RallyTrade with offers to purchase or sell Financial Instruments, which form basis for concluding Transactions;
Login	Unique ID number user or email address assigned to a certain Client for a certain Account, which is necessary in order to execute Clients' Instructions;

Lot	A specific unit of volume that is specifically defined for each particular Financial Instrument in the Specification Tables;
Margin	Amount of funds which constitutes a collateral for the Open Positions on the Client's Trading Account;
Margin Table	Table which contain the Margin requirements for each Financial Instrument, which is published on RallyTrade's website and which constitute an integral part of the Specification Tables and the T&C;
Notification	Any written notice of a Party regarding different requirements over the legal processes contained by the present T&C that is affecting its rights, obligations or duties.
RallyTrade	FRNG LTD, company registered in Nigeria;
RallyTrade Office	The registered office of FRNG LTD in Nigeria;
RallyTrade Website (Website)	The RallyTrade website: www.rally.trade . Domain and all of its sub domains, landing pages and/or other connected modules;
Open Position	A position that was opened, but not yet closed;
OTC Market	Over the Counter Market;
Password	Client unique confidential password, which is necessary for performing Instructions on the Accounts;
Professional Account	A Trading Account where the Client can conclude Transactions according to the conditions stipulated in the Order Executions Policy, and in any other provisions of the Terms and Conditions;
Reverse Transaction	A transaction which is opposite to a currently Open Position;
Services	The Services provided by RallyTrade in accordance with the herein T&C;
Specification Tables	<p>The following tables containing information about all specifications and conditions of the Financial Instruments and Trading Conditions available via RallyTrade, which are published on RallyTrade's Website and which constitute an integral part of the Terms and Conditions:</p> <ul style="list-style-type: none"> • CFD Specification Tables • Equity CFD Specification Tables • Margin Table; • Commissions Table; • Swap Points Table; • Limits Table; • Rollover Calendar; • Other documents;
Spread	The difference between the bid and ask price;

Standard Account	A Trading Account where the Client can conclude Transactions according to the conditions stipulated in the Order Executions Policy, and in any other provisions of the Terms and Conditions;
Swap Points Table	Table which contain the Swap Points for the overnight rollover operation which is published on RallyTrade's Website and which constitute an integral part of Specification Tables and T&C;
Trading Account	An Account that is opened/maintained and operated by RallyTrade for a Client in accordance with the conditions stipulated in Chapter 4 of the T&C;
Trading Platform	An electronic Platform that is made available by RallyTrade for the Clients under the provisions of the herein Terms and Conditions;
Trading Platform Exchange Rate	The current exchange rate of the Account Currency versus the Currency of a certain Trade at the moment that a certain trade is recorded;
Trading Day	Specific days and hours when transactions with Financial Instruments can be executed on Trading Accounts, in accordance with the Specification Tables;
Transaction	An operation of selling or buying a Financial Instrument on a Trading Account;
Transaction Limit	A limit granted on the basis of an annex of the T&C which can be used for sustain an Open Position as substitute for the Margin;
Transaction Order, Order	An Instruction issued by the Client in order to execute a Transaction on the Trading Account in accordance with the provisions of the Terms and Conditions;
Underlying Exchange	The place where an Equity CFD Underlying Instrument is quoted (a regulated market or a multilateral trading facility);
Underlying Instrument	An instrument, which price is used as basis for determining the Price of the Financial Instrument;
Underlying Instrument Market Price	The current price of an Underlying Instrument that is published on the market, indicated by RallyTrade, or is provided by the sources indicated in the Specification Tables or by liquidity providers;
Unsettled Debts	Any sum pending to be paid to RallyTrade by Client and not yet paid.
Stop-out	Automated and mandatory closure of trade due to insufficient amount of Free Margin

2. General provisions

2.1. The herein Terms & Conditions (T&C) represent an integral part of interrelation between Client and RallyTrade and should be read and understood in conjunction with its annexes, therefore, by accepting Terms & Conditions with RallyTrade the Client agrees with the conditions of present document and its annexes.

2.2. RallyTrade provides investment services in accordance with the T&C concluded between the Client and RallyTrade, containing all its annexes:

- Company Presentation Document;
- Order Execution Policy;
- Risk statement;
- Specifications Tables;
 - CFD Specification Tables;
 - Equity CFD Specification Tables;
 - Margin Tables;
 - Commissions Tables;
 - Swap Points Tables;
 - Limits Tables;
 - Rollover calendar;
- Other documents, specified in the Website.

2.3. By accepting the T&C and all its annexes the Client is classified as a Retail Client.

2.4. Whenever a reference to time is made in the herein T&C and annexes, it shall be understood as Central European Time (CET) or Central European Summer Time (CEST), unless specified otherwise.

3. Accepting the Terms and Conditions

3.1. This Terms and Conditions may be concluded online, by any electronic means of communication.

3.2. Before accepting Terms and Conditions, the Client must carefully read and acquaint with information about the risks involved by trading Financial Instruments, and about the complexity of the mechanisms of functioning of such instruments. The Client must make sure that, prior to involving in transactions with such instruments, he/she has documented and fully understood the principles of functioning and the particularities of each instrument and type of account from the RallyTrade offer, and as well has been acquainted with the functionality of the Trading Accounts, Trading Platforms by studying the manuals, instructions, tutorials and demo versions made available by RallyTrade.

3.3. All specific requirements and conditions for opening an Account are available on RallyTrade Website. RallyTrade has the right to require additional information and documents or impose additional conditions in order to correctly apply the KYC (Know Your Client) measures imposed by the relevant laws. The Client should acquaint himself/herself with all this information before applying for opening an Account with RallyTrade.

3.4. RallyTrade reserves its right to refuse opening real accounts for residents of USA, European Union, Afghanistan, Bosnia and Herzegovina, Democratic People's Republic of Korea (DPRK), Iraq, Lao People's Democratic Republic, Syria, Uganda, Vanuatu, Yemen, other high-risk and non-cooperative jurisdictions according to FATF body and from other countries considered by RallyTrade.

3.5. By accepting these Terms and Conditions and its annexes, the Client declares that the information that he/she provided is correct, complete and consistent with Client's current status and takes full responsibility for the legality and availability of the provided documents and details.

3.6. By accepting these Terms and Conditions and its annexes, the Client declares that he/she is over 18 (eighteen) years old, has full legal capacity and has no legal limitation for entering into a business relation or opening an account with RallyTrade and enter into the present T&C and its annexes. Also, the Client accepts to receive information in commercial and advertising purposes via electronic means of communication and/or phone.

3.7. By accepting these Terms and Conditions and its annexes, the Client declares that the funds to be used in his Account originate from a legitimate source and understands that RallyTrade has the right to request details regarding the source of the Client's funds.

3.8. The Client understands that the refusal of providing a certain information, or providing incomplete, incorrect or misleading information will lead to the impossibility of RallyTrade to perform an appropriate evaluation of Client's profile and appropriateness's. The Client undertakes that he/she is solely responsible for any legal situation or any prejudice to him/her, to RallyTrade or to any third party that might occur due to provision of inappropriate information to RallyTrade as mentioned in this article.

3.9. The Client understands that it is his/her responsibility and obligation to notify RallyTrade regarding any modification of any of the data provided, according to the rules for modification of personal data stipulated in T&C.

3.10. The Client understands that he/she is solely responsible for and RallyTrade shall not be liable for any legal situation, prejudice or loss that might occur due to failure of the Client to fulfill the above mentioned obligations and/or the provision of fake information/documents.

3.11. The Client understands that RallyTrade has the right to refrain for any reason and without any justification from entering the Terms and Conditions or opening an Account for a particular Client. The Client understands that, even after the T&C is accepted and an Account is opened, RallyTrade has the right to refuse to open a particular Account or the right to close a particular Account in accordance with the provisions of the Terms and Conditions and its annexes. In such situations, RallyTrade may propose to a Client to open another type of Account within the available Offer.

4. Trading Information

Trading Accounts

4.1. RallyTrade will open for the Client one or more Trading Accounts in accordance with the provisions of the herein Terms and Conditions and its annexes.

- 4.2. A particular Trading Account will be held in the Account Currency, and all the operations and records on the account shall be converted to the Account Currency using Trading Platform Exchange Rate.
- 4.3. The Trading Account will have the trading activity enabled only after the following conditions are jointly accomplished:
- The Client successfully finishes filling the real online form from within the Client Office (MyRally Account), meaning he/she checks all the required checkboxes in order to give his/her consent in regards to the T&C and its Annexes;
 - The required documents (ID and/or any other required documents) are sent to RallyTrade and RallyTrade approves it.
- 4.4. If the Trading Account is made in the name of a legal entity, the account activation and trading activity will only be enabled after the following documents are sent to RallyTrade:
- Complete the “Application for opening a corporate account with FRNG LTD” form (it is required that the form has the company’s stamp and its legal representative signature)
 - Certified copy of the legal representative’s personal ID;
 - Copy of the Power of Attorney (if applicable);
 - Copy of the Certificate of Incorporation;
 - Copy of the Articles of Association;
 - Bank statement (not older than three months).
- 4.5. The Trading Account shall be used in particular for recording the Transactions with Financial Instruments at the moment of their execution.
- 4.6. The Trading Account will contain the following elements:
- Clients’ Account Login number;
 - Name/surname of the Client;
 - The identification number (ticket) of the transaction;
 - The Financial Instrument;
 - The type of order (sell, buy, pending, etc.);
 - The Volume;
 - The moment of opening the Transaction (date, hour, minute);
 - The Opening Price;
 - The moment of closing the Transaction (date, hour, minute);
 - The Closing Price;
 - Commissions and fees;
 - Swap Points;
 - The result of the Transaction (profit/loss);
 - Other parameters of the Transaction.
- 4.7. The Trading Account will record the following events and operations:

- a. Deposits of Clients' funds;
- b. Withdrawals of Clients' funds;
- c. Results of closed trades (profits or losses);
- d. Charges in terms of Commissions and Fees, in accordance with the Commissions Table;
- e. Credits or debits of Swap Points;
- f. Credits and debits regarding reclassification of funds to and from Trading Accounts;
- g. Credits and debits regarding cancellations or adjustment of Transactions in accordance with the provisions of the herein T&C;
- h. Additional charges related to costs for short selling an Underlying Instruments, in particular for Equity CFDs in situations where the Underlying Instrument is hard to borrow;
- i. Other charges, credits and debits in accordance with the provisions of the herein T&C.

Equity and open trades (not yet closed)

4.8. The Equity of the Account shall be determined by adjusting the Trading Account with the following parameters:

- a. The profit/loss of currently opened trades that have not yet been closed (profit or loss which were not yet marked).
- b. The unsettled amounts of Commissions, fees and Swap Points in accordance with the Specifications Tables.

4.9. The results of the Transactions (profits and losses) shall be determined and expressed within the Trading Account in the Account Currency.

4.10. The values of the Transactions that have not yet been closed are subject to a continuous valuation.

Deposits, withdrawals, transfers

4.11. The Client shall deposit the funds in the manner specified by RallyTrade on its official Website and other parties thereof.

4.12. The Client understands that from the moment that he/she orders a payment for making a deposit, and until the moment that the funds will be available in the Trading Account, there will be a time distance, for which RallyTrade is not responsible.

4.13. The currency of transfers of funds, may it be deposit operation or withdrawal operation, has to be the same with the currency of the Trading Account. If Client deposits funds in one specific currency, he/she must have a Trading Account in the same currency. If Client does not have such Account at the moment of making a payment, the funds will be retained by RallyTrade until the Client will open such Account. In case the Client refuses to comply with this requirement, the funds will be returned to Client on the conditions, stipulated in the present T&C.

- 4.14. The Client is not allowed to transfer funds between his/her Trading Accounts, if they have different currencies.
- 4.15. In case of card payment, the Client's deposits may be visible in the Trading Account in maximum 5 working days after the Payment Service Processor validate the card payment. RallyTrade will not be held responsible for any delay on the deposit that is caused by the Payment Service Provider.
- 4.16. When performing a bank transfer into the Deposit Account, the Client shall provide on the payment order, the following information:
- Name and Surname of the Trading Accounts' owner – that must be the same person with the one making the payment;
 - The Login number of the Trading Account;
 - Email address (unique identifier).
- 4.17. If the Client is a legal entity and wishes to deposits funds into the Trading Account, it will be required to provide the following information:
- Name of the Trading Accounts' owner
 - Certified Copy of the legal representative's personal ID – that must be the same person with the one making the payment;
 - Copy of the Power Of Attorney (if applicable);
 - The Login number of the Trading Account;
 - Email address (unique identifier).
- 4.18. The funds that are available in a Trading Account shall be used in the following order:
- to cover commissions and fees owed to RallyTrade;
 - to cover Client's obligations in respect of cancelling or adjusting the terms of Transaction;
 - to cover negative balances on the Trading Accounts;
 - to settle the Closed Transactions;
 - to be used as the Margin;
 - to cover commissions and fees owed to third parties.
- 4.19. RallyTrade provides its Services in order to execute the Clients Orders and Transactions on their Trading Accounts.
- 4.20. RallyTrade, will execute Client's Instructions regarding the funds held on Trading Account solely for the purpose of:
- settlement of Transactions on Financial Instruments;
 - reclassification of funds to and from Trading Accounts;
 - covering the commissions and fees owed to RallyTrade;
 - transfer of funds to the Client's account in payment systems.
- 4.21. An Instruction of withdrawal of funds may be placed by the Client by the means of electronic communication indicated by RallyTrade on the Website and the Client Office (MyRally Account).

4.22. A withdrawal of funds from Client's Trading Account to a Clients' account in payment systems may be done according to the withdrawal conditions, which are described on RallyTrade Website and the Client Office (MyRally Account).

4.23. If the Client who received a Bonus does any cash transaction affecting the Account's Balance (e.g. withdraw or transfer funds from his/her real Trading Account), the following conditions shall apply:

a. Equal amount Bonus will be automatically taken out of the Trading Account as the amount of Withdrawal/Transfer.

EXAMPLE:

If the Initial Balance is:	NGN 100,000
Credited Bonus is:	NGN 100,000
Submitted Withdrawal/Transfer:	NGN 30,000
Bonus Removal	NGN 30,000
Then the Remaining Balance is:	NGN 70,000
And the Remaining Bonus is:	NGN 70,000

b. If the amount of withdrawn/transferred funds exceeds the amount of Bonus, such Bonus will be taken out in full.

EXAMPLE:

If the Initial Balance is:	NGN 100,000
Credited Bonus is:	NGN 50,000
Submitted Withdrawal/Transfer:	NGN 70,000
Bonus Removal	NGN 50,000
Then the Remaining Balance is:	NGN 30,000
And the Remaining Bonus is:	NGN 0

RallyTrade cannot be held liable regarding any losses, damages, costs, and expenses accrued by the Client that may arise from the Stop-out of Open Trades in their Trading Account.

4.24. Rally Trade will perform regular checks of Equity values in all Trading accounts and in case when the Equity of the Trading Account becomes equal or less than the amount of Bonus in the Account with open trades, the full amount of Bonus will be taken out automatically which may result in the stop-out of Open Trades.

FORMULA:

Equity \leq Bonus = Account Stop-out

EXAMPLE:

If the Initial Balance is:	NGN 100,000
Credited Bonus is:	NGN 100,000
Equity reaches the level of:	\leqNGN 100,000
Bonus Removal	NGN 100,000
Result	= Automatic Stop-out of Open Trades

RallyTrade cannot be held liable regarding any losses, damages, costs, and expenses accrued by the Client that may arise from the Stop-out of Open Trades in their Trading Account.

4.25. After the Client performs the withdrawal request, RallyTrade will remove the specified amount from Clients' Trading Account. After this, RallyTrade shall proceed to operate the withdrawal and sending the money to the Client's valid payment account/s specified above, operation which is performed by RallyTrade as soon as possible, but not later than 30 days after the Client's withdrawal has been validated and accepted by RallyTrade as it complied with the conditions stipulated in the T&C.

4.26. RallyTrade has the right to refuse to execute a Clients' Instruction to withdraw money in the following situations:

- a. The amount of funds that the Client wants to withdraw exceeds the Free Margin available on the Trading Accounts;
- b. The Client has debts towards RallyTrade that have not yet been settled between the Parties;
- c. RallyTrade deems that the amount or part of the amount that the Client wants to withdraw is necessary in order to cover a Margin requirement or any other obligations/debts of the Client towards RallyTrade and/or third party in accordance with the Terms and Conditions;
- d. There is an unsettled dispute between the Client and RallyTrade regarding a Client's Transaction or Instruction;
- e. The Clients' funds are legally blocked or seized in accordance with the applicable laws;
- f. There is an error or the Client did not prove, in accordance with the rules set forth by the T&C and withdrawal conditions, that he/she is the owner of the indicated bank account or account in other payment systems;
- g. The Bank Account Number indicated by the Client in the Client Office (MyRally account) is not consistent with the Banking Proof, or the Client did not provide RallyTrade with a valid Banking Proof for the existence and ownership of the account;

h. The Client does not correctly perform all the steps required by the withdrawal procedure, and/or does not provide RallyTrade with the documentation required for withdrawal stipulated herein;

i. Other conditions related to or imposed by third parties (for example, without limitation, banks, credit card operators, payment systems providers, official institutions or regulators, etc) conditions that are outside the responsibility and/or control of RallyTrade.

4.27. In order to perform a withdrawal from the Account, the following conditions must be jointly accomplished:

4.25.1. The Client shall correctly issue the withdrawal instruction according to the rules set forth in the T&C, in the withdrawal conditions and on the Website.

4.25.2. The Client shall have enough free margin in order to cover the withdrawal amount and any due unsettled debts;

4.25.3. The Client does not have any unsettled debts towards RallyTrade;

4.25.4. The Client shall provide RallyTrade with the following information, in accordance with the conditions stipulated in herein document and its annexes:

- a. Add his/her payment details in personal information in the Client Office (MyRally Account), if it was not declared before;
- b. Provide a valid banking proof of the bank account on the name of the Client - where the money shall be transferred, in case of bank transfer;
- c. The valid banking proofs should not be older than 3 months;
- d. Any documents RallyTrade might consider - for proving the ownership by the Client of the bank account or account in other payment systems.

4.25.5. The funds for which the Client issued withdrawal instruction may be paid by one of the following means:

On a Bank Account or through other payment system, which must be declared by the Client in the Client Office, in accordance with the following rules:

- 1) The Client needs to indicate in personal information in the Client Office the bank account details or clear details to another payment system, where he/she wants the withdrawal to be performed;
- 2) If the withdrawal is made via bank transfer, the Client needs to provide RallyTrade with a banking proof that the account is his/her, meaning a document that shall meet the following conditions:
 - i. It will be emitted by the bank where the bank account is held;
 - ii. It will contain the bank account number and the name of the Client exactly as in the ID document, and it will certify that the Client is the owner of that bank account;
 - iii. The copy will be 100% visible and legible;
 - iv. The valid banking proofs should not be older than 3 months.
- 3) In case that a withdrawal request and/or the documents that the Client provides raise any suspicions whatsoever to RallyTrade, then RallyTrade reserves the right to request additional documents to be sent via electronic means of communication, which certifies the fact that the Client is the owner of the bank account/credit card/account in another payment system into where

he/she wants to withdraw the money. In case that the Client does not provide such documents, RallyTrade may refuse to perform the withdrawal until the moment that the Client provides such documentation. RallyTrade shall not be liable for any delays that might occur in the withdrawal process due to reasons as the ones mentioned above.

- 4) In case that a withdrawal request cannot be performed because the Client refuses to provide or does not have the documents/information specified herein/ or the documents do not accomplish the requirements, RallyTrade has the right to retain the funds until the Client provides the requested documents as specified herein and accomplish the imposed conditions. RallyTrade will not be obligated to pay any interest for the money retained for lack of requested accurate documentation, no matter the retention period. The money will be transferred immediately after the Client provides the documents but not later than 3 years from the moment that the Client initiated the withdrawal instruction. After the 3 years the money will become property of RallyTrade.

4.28. Irrespective of the provisions of the herein Terms and Conditions and its annexes, RallyTrade shall have the right to deduct from Clients' funds any amount that is the result of an execution, settlement, termination or expiration of a Transaction and any other amount that results as due from the provisions of the herein document.

4.29. The Client shall constantly monitor the Balance of his/her Account and all the parameters that indicate the stability of his/her Trading Account, and has to ensure that at all times he/she has enough funds in the Trading Account in order to sustain the Transactions. In case that the funds are not sufficient and the Trading Account requires additional funds to be deposited by the Client, the Client is solely responsible to ensure that the transfer of funds is made in a timely manner by taking into consideration the timeframes and time limitations mentioned in the herein T&C and its annexes (in particular the provisions regarding the time in which the deposits are operated). The Client understands and undertakes that, from the moment that the Client made the deposit until the moment that the funds are available in the Trading Platform there can be a considerable delay since the process of depositing the money is more complex and not entirely in the control of RallyTrade. When depositing funds, the Client shall take into consideration the timeframes and delays until the money will be effectively available on the Trading Account, and shall take all necessary precautions in order to ensure that the transfer is made early enough as to cover the requirements of the accounts given the mentioned timings. The Client understands and assumes that RallyTrade cannot and shall not be made liable for any prejudice and loss that occurred on Clients' Trading Account due to insufficient funds, as long as RallyTrade respected the above mentioned timings in depositing the money.

In case of inconsistencies between the actions performed by the Client and the actual records registered on the Trading Account, especially in situations when Clients' orders and instructions are not correctly reflected on the Trading Account, RallyTrade will make the proper adjustments and corrections. RallyTrade will make its best efforts to notify the Client about such adjustments, unless the error that occurred and that was corrected was obvious.

4.30. By accepting Terms and Conditions and its annexes, the Client understands and agrees that in case of a negative Balance on the Trading Account he/she has the obligation to deposit the necessary

funds in order to cover the deficit, otherwise, the Client will be charged with statutory penalty interest for each day when the balance is negative.

4.31. The Client understands that he/she is not entitled to receive Interest for the funds held with RallyTrade, with the exception of the situation in which something else is agreed between the Client and RallyTrade.

5. Margin

5.1. The Client will be able to execute a Transaction and, in some cases, place an Order, only with the condition that he/she submits the amount of funds necessary for sustaining the Margin requirements for each Financial Instrument and for the size of the Order that is placed.

5.2. The Margin is calculated in accordance with the provisions of the Margin Table and of the T&C and its annexes. The Margin calculated in the manner stipulated in the above article will be blocked on the Trading Account.

5.3. In case that there are Open Position within a Trading Account, the Free Margin shall be reduced for CFD as specified in Chapter 9 of the present T&C.

5.4. In the situation when the value of the Equity or Balance parameter falls below a certain value, then, by signing the present, the Client authorizes RallyTrade to close Open Positions from the Trading Account without prior notice or consent of the Client, in accordance with the rules specified in Chapter 9 of the present T&C. Such actions will not be considered as actions performed in the detriment of the Client or against Clients' will.

5.5. The settlement for closing a transaction in the manner specified in Clause 5.4. of the T&C shall be reflected in the Trading Account.

5.6. If, after closing Client's position in the manner specified in Clause 5.4., the balance on the Trading Account will become negative, then the Client must immediately supplement the funds for that Trading Account.

5.7. The Client understands and accepts that he/she has the obligation to permanently monitor the amount of the required Margin and the amount of necessary funds that must be maintained on the Trading Account in order to be able to sustain the currently Open Positions.

5.8. RallyTrade reserves the right, in certain market conditions, to change the margin requirements without prior notice.

6. Prices

General information

6.1. RallyTrade will quote transaction prices on ongoing basis on Basic, Standard, Professional Accounts on the basis of the quotations made available by the top leading financial institutions.

- 6.2. RallyTrade will quote prices of Financial Instruments in the Trading Accounts, systematically, in the Trading Days, on the basis of the prices corresponding to Underlying Instruments quoted on Interbank Markets or other markets where the volume is highest and most liquid.
- 6.3. RallyTrade will make all efforts in order to ensure that the prices of the Financial Instruments quoted in the Trading Accounts do not differ materially from the prices of the Underlying Support Instruments as they are provided by the top leading information services.
- 6.4. The prices will be quoted by RallyTrade bi-directionally, by publishing a BID and an ASK price simultaneously. The difference between the BID and the ASK price represents the Spread.
- 6.5. The Client shall choose himself/herself by his autonomous decision, for which decisions he/she bears full responsibility, the type of transaction and the price at which he/she wants a certain transaction to be executed. Exception from this provision is constituted by the situation when RallyTrade has the right to close a transaction in accordance with the herein T&C and its annexes or when a position is closed pursuant to the Clause 5.4. of the T&C.
- 6.6. RallyTrade will not quote prices, accept orders or execute Transactions outside the Trading Days.
- 6.7. The prices will be quoted in the Trading Account.
- 6.8. In case that a Client's Order exceeds the maximum volume indicated in the Specification Tables, RallyTrade may require additional conditions to be met and special conditions of execution, which will be notified to the Client at the moment of placing the Order, and which the Client can accept or not at its own discretion.

Fixed Spread

- 6.9. For some Financial Instruments, RallyTrade will apply the principle of quoting Financial Instruments with Fix Spread, in accordance with the provisions set forth in the Specification Tables and the T&C and its annexes.
- 6.10. The Fix Spread can be increased without prior notification of the Client in the following conditions:
- a. Higher than average market volatility for a specific instrument;
 - b. Limited market liquidity for a specific instrument;
 - c. Unpredictable political, macro economical or Force Majeure events.

Variable (floating) Spread

- 6.11. For some Financial Instruments, RallyTrade applies the principle of quoting Financial Instruments with Floating, variable Spread.

6.12. The Floating Spread is constantly changing and reflects the prevailing market conditions and volatility for a specific instrument.

Market Execution

6.13. In case of Financial Instruments with market execution, the prices indicated in the Trading Account are to be considered indicative, and it is not guaranteed that Clients' Transaction will be executed at that exact specific price. The price of the execution of Clients' order will be the best price that RallyTrade will be able to offer at that specific moment, without needing to obtain any additional confirmations from the Client. The price in which a Transaction was concluded by market execution shall be reported back by RallyTrade and made visible in the Trading Account.

6.14. In some situations, some orders, prices, margin requirements, offers or transactions (provided by or performed with Liquidity Providers, top leading information agencies or relevant markets) based on which a market execution price of a Financial Instrument was determined, may be cancelled or withdrawn for reasons that are beyond RallyTrade's control. In such cases, RallyTrade reserves the right to withdraw from such transaction. If such situation occurs, RallyTrade will notify the Client and present an electronic confirmation to the Client within 10 working days after the cancelation or withdrawal took place. RallyTrade will bear no responsibility for the consequences or potential prejudices that might have been caused by such a situation.

6.15. The situation described in Clauses 6.13.-6.14. from above is to be considered as a normal market occurrence and not as an error in the price of the Financial Instrument. Therefore, in such situation, the provision of Clauses 16.3.-16.8. shall not apply.

7. Electronic Access to the Trading Account

7.1. In order for the Client to be able to access the Trading Account and electronically place orders and execute Transactions, the Client needs a unique login and password for each Trading Account.

7.2. The Login and Password are transmitted to the Client using the means of communication provided by the Client through electronic means of communication, such as, but not limited to email.

7.3. The Trading Account can be accessed via the Electronic Trading Platforms that RallyTrade offers, which can be accessed web-based directly from the Website, or by downloading the application on Clients' computer or mobile device/s.

7.4. The Client has the right and is highly recommended to change the Password in the moment of the first access on the Trading Account, in order to ensure the confidentiality of such password.

7.5. The Client shall take all necessary measures and exercise full due diligence in storing and disclosing of the confidential Login data, Passwords and any confidential information provided in the herein T&C and its annexes.

7.6. The Client understands that he/she is solely responsible for the safety of his/her Password and that revealing the Password to third parties means compromising the security of the funds from

the Trading Account. The Client shall immediately notify RallyTrade in case he/she has knowledge that such login data reached in possession of a third party, and shall take all necessary measures in order to promptly change the confidential login data in order to restore the safety of his/her Account.

7.7. The Client understands that he/she shall be solely and fully responsible for any order, Instruction or Transaction that was placed/executed by RallyTrade on his/her Account as long as they were accompanied by the Login and Password and RallyTrade acted with full due diligence and in compliance with the provisions of the herein T&C and its annexes.

7.8. The Client is fully responsible and liable for the losses that might occur due to erroneous execution of Client' Instructions, regardless of who placed such orders, as long as they were accompanied by the Login and Password.

7.9. RallyTrade shall not be responsible or liable for any potential loss or prejudice that might occur due to disclosure by the Client of the Login, Password or any other confidential data to third parties, including for the Instructions or orders placed/executed by a third party by the means of the Login, Password of the Client.

7.10. In case a Client submits or places a significant number of orders or requests that might burden the Transaction Platforms and servers, RallyTrade has the right to temporarily disconnect Client' Trading Accounts, for which the Client shall be informed by email or phone.

8. Placing and executing Orders

8.1. The Transactions executed via the Trading Accounts opened with RallyTrade does not impose an obligation of physical delivery for any of the parties involved in the Transaction.

8.2. A Transaction can be executed by the Client by the following means:

- a. by placing the order electronically in the Trading Platform;
- b. by placing an order by the phone, but only for performing a Closing Position action or a Reverse Transaction; the phone communication of the Client has to be sufficiently understandable in order for the RallyTrade authorized representative to be able to understand the order, otherwise the RallyTrade authorized representatives might refuse the order.

8.3. An Order can be placed only during the trading schedule hours of a Trading Day for each particular Financial Instrument.

8.4. An Order may be rejected or cancelled in case it exceeds the maximum volume or nominal value indicated in the Specifications Table.

8.5. RallyTrade has the right to refuse the execution of an Order in the following situations:

- a. In case of insufficient Margin;
- b. If the Nominal Value of the Transaction exceeds the maximum value of the Order in Lots, in accordance with Clause 8.4. of herein T&C;
- c. If due to lack of Market Data, RallyTrade will not be able to establish a Market Price;

- d. In case the price of the Underlying Instrument on which the price of a Financial Instrument is based experiences extreme market fluctuations;
 - e. Immediately before publishing economic data;
 - f. As a result of social or political events;
 - g. Occurrence of Force Majeure events.
- 8.6. A Transaction Order needs to include the below elements in order to be valid:
- a. Name/surname of the Client;
 - b. The moment of placing the Order (date, hour, minute);
 - c. The Financial Instrument;
 - d. The Volume;
 - e. The Ticket;
 - f. The type of order;
 - g. The Price.
- 8.7. RallyTrade shall use its best efforts in order to ensure that the Transaction is executed immediately after the Order is placed by the Client.
- 8.8. The Client has the right to cancel or modify an Order at any time until the moment of its execution. RallyTrade will use all efforts in order to execute such Instruction for cancelling or modification, however, the Client understands that such Instruction for cancelling/adjusting is not possible to be executed once RallyTrade already started executing the Order.
- 8.9. An Order of executing a Transaction shall be considered effective at the moment that it is accepted by RallyTrade.
- 8.10. RallyTrade shall not be held responsible or liable for any loss, cost or lost profit that might occur in connection with Orders that were placed in the Trading Account but were not accepted by RallyTrade, or RallyTrade's acceptance was delayed due to reasons beyond RallyTrade's control.
- 8.11. By accepting Terms and Conditions and its annexes, the Client authorizes RallyTrade to execute Orders by phone at Client' request, but only in accordance with Clause 8.2. point b. of the herein T&C. The Client understands and accepts that the transmission/reception/execution of an Order by phone shall be recorded and stored.
- 8.12. An Order placed by phone shall be accepted and executed only by authorized RallyTrade representative and only in accordance with Clause 8.2. point b. of the herein T&C, and shall be recorded in the Trading Account.
- 8.13. In order to place an Order by phone, the Client needs to provide to the authorized representative of RallyTrade with the following information:
- a. Name/surname of the Client;
 - b. The Login of the Trading Account;
 - c. The Password of the Trading Account;
 - d. The information stipulated by the Client in the moment of filling the real online form from within My RallyTrade account;
 - e. Any other information that might be requested by the RallyTrade representative.

8.14. In case the RallyTrade representative has suspicions that the person issuing an instruction by phone is the actual owner the Account, the representative shall be entitled to ask additional questions, make additional verifications and request additional information from the issuer of the Instruction. If the information provided by the issuer of the Instruction is not consistent with the information provided by the Client in the Terms and Conditions and its annexes, the RallyTrade representative has the right to refuse to accept the order or the instruction.

8.15. RallyTrade is not held liable or responsible in any way and the Client shall not be able to claim that an Order that was executed by phone was issued by a third party, as long as the RallyTrade representative correctly identified the Client and acted in accordance with the herein T&C and its annexes.

8.16. A Position shall be opened only after placing an Order that contains all the necessary parameters and that is accepted by RallyTrade.

8.17. Opening a position generates property rights and obligations in respect to buying and selling Financial Instruments.

8.18. When opening a position and, sometimes, placing an Order, RallyTrade will block the required Margin in accordance with the provisions of the Margin Table and herein T&C and its annexes.

8.19. A Transaction shall be executed or, in some cases, an Order shall be accepted, only if the Client has enough funds in the Trading Account in order to be able to constitute the required Margin and to bear any other necessary costs. In case that the funds are insufficient, the Order shall be rejected.

8.20. Closing Position shall represent a determination of rights or obligations arising from the previously Open Position.

8.21. The settlement of a Closing Position shall take place in the day of closing the position. The result of closing the position (profit or loss) shall be converted into Account Currency by using the Trading Platform Exchange Rate from the moment of the execution.

9. CFD Financial Instruments

9.1. When a CFD position is opened, the amount of Free Margin will be reduced by the following elements:

- a. the amount of Margin blocked on the Trading Account in accordance with the Margin Table;
- b. the losses for the Open Positions on the Trading Account;
- c. The commissions, fees, Swap Points and other charges in accordance with the Table of Commissions.

9.2. On a CFD Account, in the situation when the value of the Equity or Balance parameter becomes equal or lower to 30% of the blocked Margin on the Trading Account, RallyTrade may close

the Open Position that generates the biggest loss without any prior consent or notification of the Client. In such cases, the price of closing the position will be the current market price.

9.3. On a CFD Account a position can be closed:

- a. By closing the position using the closing position button (for CFDs);
- b. By opening a Reverse Transaction to the Transaction that was initially opened (for Equity CFDs).

9.4. The result (profit or loss) of a Transaction will be at all times visible on the Trading Account, and will be settled in the moment of closing the position.

9.5. An Open Position on CFD expires in 365 days. This means that (unless the Client closes it himself/herself, or the Transaction is closed by RallyTrade before given the rights specified in GTC) after 365 days the Position will be closed by RallyTrade without the prior consent from the Client.

9.6. If by the end of the Trading Day or Rollover Day a Client does not close a position, RallyTrade will prologue the position and debit/credit the Swap Points that correspond to the volume and nature of the Open Position.

9.7. The value of these Swap Points will be calculated on the basis of the volume of the Transaction, and the Swap Points Rates that are indicated in the Specifications Tables.

9.8. Swap Point Rates and Rollover dates shall be indicated on RallyTrade Website.

9.9. The calculation for the Swap Points Rates for the overnight Rollovers shall be made taking into consideration the Interbank Market interest rates for deposits and loans and other costs that might appear, and for the future Rollovers it shall be calculated on the basis of the base value, which is the difference between the value of the Underlying Futures contract with the longer expiration and the one with shorter expiration date in the moment of Rollover.

9.10. RallyTrade regularly updates the Table of Swap Points Rates on a weekly basis, but it reserves the right to modify it more often as there might appear situations of significant changes of interest rates for deposits and loans on the Interbank Market.

9.11. The value of the Swap Points as it is calculated shall be reflected on each Trading Account and shall be settled in the moment that a certain position is closed.

9.12. In case of Equity CFDs, particular corporate events shall occur, situation in which the following terms and conditions shall apply:

- a. dividends: on ex-date, each Trading Account which holds a long Equity CFD position will be credited with net dividend (after the tax is deducted) and each Trading Account holding a short Equity CFD position will be debited with gross dividend. The calculation of the dividends will be calculated on the basis of the number of Equity CFDs (equivalent to number of Underlying Instruments) held in the Trading Account. Credits and debits associated with dividend settlement will be made through crediting or debiting the relevant Trading Account;
- b. stock dividends, pre-emptive rights, rights to stocks, stock splits and reverse stock splits: in case of such events, the correspondent amount of Equity CFD's or the equivalent of funds

registered on the Trading Account shall be adjusted, or the Trading Account registers will be adjusted accordingly on the ex-date;

c. voting rights, offer rights or other similar rights arising from the Underlying Instrument: Client holding a position on an Equity CFD is not entitled to these rights;

d. other corporate actions: RallyTrade will use all its efforts in order to reflect any other corporate events or actions that might occur for Clients' Equity CFD positions or Client's Trading Account, in such a way that a position in Equity CFD to reflect the economic aspects of having a position in the Underlying Instruments.

9.13. There are situations where the Underlying Exchange might cancel or withdraw orders or transactions that are the basis of determining the price of the Financial Instrument. In such situations, RallyTrade shall have the right to withdraw from the relevant Equity CFD Transactions with the Client.

9.14. In some situations, for Limit and Stop Orders, RallyTrade may block the required Margin at the moment of placing the Order.

9.15. In case that an Underlying Instrument of an Equity CFD is being delisted from the relevant Underlying Exchange, and the Client has Open Equity CFD positions on that Instrument at the moment of delisting, RallyTrade shall have the right of closing those positions without prior notification of the Client. However, RallyTrade will use all its efforts in order to notify the Client in case such situation occurs.

9.16. In case of Equity CFDs, there might be situations in which the Underlying Instruments might be temporarily suspended. In such situations, the Clients will not be able to place Orders or Instructions concerning Equity CFDs due to the suspension or restriction of trading service.

9.17. RallyTrade bears no responsibility for potential prejudices or damages caused by situations described in Clauses 9.13 – 9.16. of the present document. In such situations, RallyTrade will act in accordance with the Order Execution Policy and use its efforts in order to obtain the best results for the Client.

9.18. In case of Equity CFDs, there might be situations when Underlying Instruments for a short position may get recalled by the lending counterparty. In such cases RallyTrade will have to close that particular short position and, at the same time, repurchase the Underlying Instrument from the Underlying Exchange. This could apply if the rules for short selling change on the particular Exchange, if a financial authority applies special conditions for short selling, if a lending counterparty will withdraw the possibility of short selling on a given Underlying Instrument or if a given Underlying Instrument becomes hard to borrow due to low liquidity, high lending costs or due to other circumstances that are beyond the control of RallyTrade.

9.19. RallyTrade bears no responsibility for potential prejudices or damages caused by situations described in Clause 9.18. of the present document. In such situations, RallyTrade will act in accordance with the Order Execution Policy.

9.20. When a Client enters a short position on Equity CFDs, RallyTrade will compensate this position with a short sale on the Underlying Instrument, which may lead to additional borrowing costs in case of instruments that are or become hard to borrow. Such additional costs might

considerably influence the Swap Points for that specific position. Information about Swap Points and how they are calculated can be found in the Specifications Tables.

10. Conflict of Interests

10.1. RallyTrade applies the principle of “Chinese walls” by separating the departments that might be affected by potential conflict of interests from the departments that are directly cooperating with Clients. The organizational structure and procedures are built in such a way as to ensure full autonomy of the departments and lack of dependency between departments having direct contact with Clients and departments which undertake activities which might cause potential conflict of interest.

10.2. Trading department is separated from having relations with Clients, or from any department that has relations with Clients, and will not be involved in giving any public commentaries regarding current or future market situation or evolution or in preparing any reports or commentaries published by RallyTrade.

10.3. RallyTrade’s Trading department shall always present the BID and ASK price for a certain Financial Instrument. The quotation formed by BID and ASK shall be used by the Client at his/her own discretion in order to open/close a position. Trading Department will never know the Clients’ intention regarding the direction of his/her Transaction.

10.4. RallyTrade employees are not allowed to accept any gift or benefit in any form (material or financial) from Clients or third parties.

11. Independence of decision principle

11.1. RallyTrade shall not provide recommendations to Clients for executing a certain transaction. The publications, comments or analyses issued by RallyTrade employees regarding the current or future market situation shall not constitute a violation of the herein independence principle.

11.2. Each Order, Instruction, Transaction issued and/or executed by the Client shall be an independent and autonomous decision of the Client that shall be taken at the Client’s own discretion and on his/her own responsibility. The Client may never claim that a Transaction was executed on the basis of a comment, suggestion or a recommendation of RallyTrade. The Client may not hold RallyTrade liable for the result of any of the Client’s action that was performed by the Client, and for which the Client bears full responsibility.

12. Reports and Correspondence

12.1. RallyTrade shall correspond with the Client by electronic mail or by other means of electronic communication and /or Client Office, Trading Platform. Parties hereby agree that any declarations of will or statements related to performance of trading in Financial Instruments or other activities performed by RallyTrade may be submitted by the Parties in electronic form through Client Office and Trading Platform.

12.2. All the correspondence shall be sent to the contact data specified in the Terms and Conditions and its annexes. The Client has the obligation to notify RallyTrade regarding any change in his/her Contact data. RallyTrade shall not be held responsible about any situation and/or loss that could occur in case the Client fails to comply with his/her obligation to update such data.

12.3. The Clients shall be obliged to acquaint themselves with the correspondence received from RallyTrade.

12.4. RallyTrade shall offer to the Client by the means of the Trading Account access to all relevant info regarding Client's activity and to any information that shall allow the Client to determine the parameters of the Account status (Balance, Equity, Free Margin, used Margin, Open Positions, etc).

12.5. A confirmation of placing an Order or of an execution of a Transaction by the Client shall be automatically generated and displayed real time in the Trading Account.

12.6. RallyTrade may provide to the Client additional confirmations and reports if law requires it.

12.7. The Client shall permanently monitor any of the information from the Trading Account, confirmations or reports that are provided by RallyTrade and shall report back any inconsistency that may be observed.

13. Force Majeure

13.1. The Force Majeure situation is a situation when, due to reasons or events outside the control of RallyTrade the functioning of the Trading Account or any other functionality of RallyTrade might drop or might not function at the parameter as it is stipulated in the herein T&C and its annexes.

13.2. Such Force Majeure events shall include without limitation: any technical difficulties such as telecommunications failures, disruptions, non-availability of RallyTrade systems due to:

- a. declared or imminent war, revolt, civil unrest;
- b. terrorist attacks and other situations related with the occurrence of terrorist attacks;
- c. boycotts, blockades, riots, strikes, power outages, fire, lack of communication, cataclysm, armed conflicts;
- d. breakdown of IT systems or computer devices for causes outside the control of RallyTrade;
- e. lack of Internet connection, due to the breakdown of the internet provider or connectivity overload;
- f. a situation in which an Underlying Instruments has been suspended on a specific market or the quotations stopped or if for any reason a relevant market has been closed;
- g. a situation in which specific requirements or principles have been imposed on a particular market that prevent the execution of the transactions in accordance with the existing generally accepted principles;
- h. destruction of the RallyTrade Office or circumstances which disable the capability of RallyTrade operational activity.

13.3. In the event of Force Majeure events, RallyTrade shall not be held liable towards the Client for any impediments, delays prejudices or a failure to fulfill any of the obligations imposed by the herein Terms and Conditions and its annexes and the pecuniary damages suffered by the Client.

14. Commissions and Fees

14.1. RallyTrade has, at any time, the right to charge the commissions and fees for provided services in accordance with the Table of Commissions which is an integral part of the Specifications Table and the herein Terms and Conditions.

14.2. The Client is hereby made aware that there might be other costs and taxes connected to performance of the services on particular markets which can be collected from the Client and paid through RallyTrade, or that are not paid via RallyTrade or imposed by it.

14.3. Any tax applying to the Client and/or resulting from the Client's trading activity, including trading profits/losses and/or any charges or deductions made from the Client's funds, shall be under the Client's full and sole responsibility. The Client shall personally report and pay any personal, federal, state and local tax liability he/she is obligated to, if applied. RallyTrade serves as a mediator only and does not collect, deduct, pay or withhold tax from the Client. RallyTrade reserves the right, if ordered by an official entity, to deduct tax from the Client and deliver it to the proper tax authority as ordered by the official entity.

15. Payments and Refund Policy

15.1. The Client understands that due to the nature of RallyTrade's business, all sales of services are final. The Client assumes the responsibility for his/her deposits, and no refunds will be issued. Fees and commissions paid for services are non-refundable.

15.2. Fees and commissions for services offered via the Payment Service Provider may change at any time, and the Payment Service Provider does not provide price protection or refunds in the event of a price reduction or promotional offering. RallyTrade will not be held liable for any modification of prices or fees of any third party RallyTrade collaborates with.

15.3. The Client understands that he/she has the possibility of withdrawing funds from his/her Real Account, as mentioned in Section 4. Trading Accounts, "*Deposits, Withdrawals, Transfers*" and that fees and/or commissions may apply.

16. Liability

16.1. RallyTrade shall not be held liable for Client's losses or prejudices that arise from the execution of Client's Instructions.

16.2. RallyTrade shall not be held liable for prejudices, lost profits and/or losses of the Client that are caused by interruptions or delays in the transmission of data which arise from the reasons that are beyond RallyTrade's control. In particular, the Client may not claim against RallyTrade that he/she could not place an Order, Instruction or access the Trading Account due to a faulty functioning of telecommunication lines which is outside RallyTrade's control.

16.3. The Client acknowledges that:

- a. the quotations published by RallyTrade in a particular Trading Account may contain errors. These errors cause that the price of Financial Instrument deviates from the price of the Underlying Instrument (on which it is based) in such a manner that it does not reflect the Market Price of the Underlying Instrument, and due to this fact it shall be recognized as erroneous. Prior to conclusion of the Transaction, the Client shall acquaint himself/herself with the approximate current Market Price of the Underlying Instrument;
- b. in such situation, the parties may unanimously adjust the terms of the Transaction. In case that the parties do not reach consent, or in case of lack of contact with the Client, RallyTrade will withdraw from the Transaction with the Client.

16.4. In case when the error is a result of:

- a. Circumstances beyond RallyTrade's control, RallyTrade shall not be liable towards the Client for prejudices, losses and/or lost profits. In such case RallyTrade will withdraw from the Transaction with the Client.
- b. RallyTrade's fault and Clause 15.6. will not apply, RallyTrade will redress the damage by applying one of the following measures:
 - i. on the Client's request, RallyTrade will withdraw from the Transaction and, if the error occurred as a result of gross negligence, RallyTrade shall be also responsible for lost profits of the Client, but only up to the amount of 30% of the Margin value which constitutes the collateral of Transaction concluded by the Client on erroneous price;
 - ii. on the Client's request, the parties will unanimously adjust the terms of the Transaction; or
 - iii. on the Client's request, RallyTrade shall recognize, that the Transaction is binding for the parties regardless of the error.

16.5. In case of lack of request from the Client, RallyTrade may recognize that the Transaction is binding for the parties regardless of the error. Any provisions of the Terms and Conditions and its annexes shall not limit the responsibility of RallyTrade towards the Clients due to intentional fault.

16.6. Regardless of the reasons of the error, RallyTrade shall have the right to evade from the legal consequences of the Transaction with the Client if the price of the Financial Instrument which was the subject of the Transaction concluded by the Client was Excessively Erroneous.

16.7. The following reasons are considered as the reasons beyond RallyTrade's control:

- a. Third parties errors or omissions, for which RallyTrade does not bear responsibility, in particular the data errors caused by financial institutions on the basis of which RallyTrade determines the prices of Financial Instruments;
- b. Force Majeure events.

16.8. If the Transaction was executed at an erroneous price, the Party who raises objections shall notify the second Party about this fact within 7 business days from the day of conclusion of the Transaction. If the Client is the Party who is raising objections regarding the price correctness, RallyTrade immediately, but not later than within 15 business days following the day when the above objections were made by the Client, on the basis of quotation of two independent top leading financial institutions and/or information agencies, shall resolve whether the price was erroneous or

not. In the event of ascertaining that the Transaction was concluded at erroneous price, Clauses 15.3. - 15.8. shall apply.

Withdrawal, evasion from legal consequences of the Transaction

16.9. Withdrawal or evasion from legal consequences of the Transaction shall mean the cancellation of the Transaction. Cancellation of the Transaction means the restoration of the respective Balance and other registers and subsequent registering in particular the Balance existing prior to conclusion by the Client of the Transaction on erroneous price.

16.10. In order to cancel the Transaction, RallyTrade shall make a statement to the Client via e-mail or other relevant methods of communication, presenting as a cause the right to withdraw from the Transaction or right to evade from legal consequences of the Transaction referring to the appropriate provision of the herein T&C and its annexes.

Adjustment of terms of the Transaction

16.11. Adjusting the terms of the Transaction shall be understood as adjusting of the respective Balance and other registers to the amount and state which would have been recorded on these accounts if the Transaction had been concluded on the market price. The market price shall be determined in the manner set forth in Clause 16.8. In case of adjusting the terms of the Transaction, RallyTrade will notify the Client of the terms of Transaction via email or other relevant methods of communication.

Counteracting of systematic concluding Transactions based on erroneous prices

16.12. If, on the basis of Client's Transactions, RallyTrade notices that Transactions are concluded by the Client systematically on erroneous prices, RallyTrade reserves the right, irrespective of other provisions of the T&C and its annexes, to:

- a. block the account with an immediate effect;
- b. particularly supervise each Order or Instruction of the Client;
- c. withdraw from each Transaction concluded with the use of practices described in herein clause;
- d. close any Trading Account of the Client with immediate effect. In such case, it is hereby confirmed that this T&C shall be terminated in respect to that particular Trading Account and in that regard provisions relating termination of the T&C and its annexes with immediate effect shall apply accordingly;
- e. unilaterally determine such trades as VOID and reinstate the account balance to the condition it was before such transaction commenced;
- f. in such situation, RallyTrade is entitled to claim the funds obtained due to exploitation of the erroneous price, by any necessary means.

16.13. In particular Clause 15.12. applies to situations where the Client deliberately uses, by means of a software or by other method (automated or not), a practice which systematically takes advantage of: price slippages, price delays, delays in Order execution and any other situations where the Financial Instrument Price in the moment of Transaction conclusion may deviate in any manner from the Underlying Instrument's Price.

16.14. If the Client's trading strategy is deemed abusive, RallyTrade may block trading on the Client's Account without prior notification, determine the trades as VOID and to reinstate the account balance to the condition it was before the abuse. In this case, the provisions of the clause 15.12 will apply. Moreover, RallyTrade has a right to evade from legal consequences of all Transactions, which were concluded by the Client on the Trading Account.

17. Complaints

17.1. The Clients shall have the right to report to RallyTrade under the form of a Complaint any irregularity that he/she spots regarding the provision of services by RallyTrade, the execution of the herein T&C and its annexes, the functioning of RallyTrade systems or the behavior of RallyTrade employees.

17.2. The Complaint must be submitted by the Client via electronic means of communications at the contact data and in the manner that is specified on RallyTrade Website or by RallyTrade employees.

17.3. The Client understands and accepts that if he/she does not submit the Complaint at the specific email address or contact data indicated according to the previous article, or if the Client does not provide all the necessary information and details requested by RallyTrade in order to investigate and solve the Complaint, in this case RallyTrade may not take over the Complaint, or investigate and solve it. The Client is fully liable in case a Complaint is not taken over or handled/solved by RallyTrade due to reasons specified above for which the Client is solely responsible.

17.4. Also, the Client understands that he/she shall immediately inform RallyTrade about the occurrence of an irregularity, and that, given the fact that markets move real-time, any delay even as small as seconds can considerably affect or make it impossible to correct the irregularity and restore the situation or conditions. RallyTrade cannot be held responsible for the impossibility of solving a Complaint and/or restore the situation due to the fact that the Client did not report within 1 hour to RallyTrade the irregularity that occurred.

17.5. After a Complaint is received and taken over in accordance with the above mentioned provisions, RallyTrade shall immediately investigate the situation that caused the Complaint and informs the Client regarding the result of the complaint. Such information shall be sent to the Client not later than 7 business days following the day in which the complaint was submitted. This clause shall not apply in the situation when the objection is made according to Clause 15.8. of the T&C.

17.6. The Complaints may be submitted to RallyTrade not later than within 1 business day from the day of revealing irregularities but not later than 7 days after the irregularities occurrence.

17.7. The form of response to Client's claim shall be adequate to the form in which such claim was submitted to RallyTrade.

17.8. In accordance with applicable regulations, the Clients that are consumers may request a free advice from the authorities and organizations that take care of the Consumers Rights Protection.

18. Authorizations

18.1. RallyTrade shall have the right to decide, at its ultimate discretion, if a Client who wants to empower one or more proxies in order to execute any activities related to conclusion, amendment, termination and performance of the Terms and Conditions and its annexes may proceed so. These situations shall be regarded as exceptional and RallyTrade will treat them with enhanced due diligence, requesting other documents for this purpose.

19. Final provisions

Personal data

19.1. RallyTrade collects and stores personal data in accordance with the applicable personal data protection and anti-money laundering legislation.

19.2. By accepting Terms and Conditions, the Client confirms and undertakes that RallyTrade can rely on the personal data that the he/she provided, and can store and process the personal data for the purpose of executing the herein T&C and its annexes, including (but not limited to) maintaining the relation with the Client, maintaining the Trading Accounts for the Client, collecting the debts, examining the process of Client applications, assessing the risk, ensuring regulatory compliance, development and analysis of products and services, etc.

19.3. By accepting Terms and Conditions the Client declares that the information that he/she provided in Application for opening an Account is correct, complete and consistent with Client's current status.

19.4. By accepting Terms and Conditions and its annexes, the Client understands that, in order to provide financial services, RallyTrade might need to transfer Client's personal data, information regarding the activity on the Account, copies of the documents provided by the Client or any of the information that Client provided, to third parties with which RallyTrade needs to have a relation for the purpose of executing the present T&C and its annexes or the agreement closed with these entities. Such third parties can be banks, auditors, other investment firms, any other service providers such as IT companies, marketing agencies, introducers, advisors, accountants, couriers, any company that is controlled by RallyTrade, or belongs to the same group as RallyTrade, or is in close relation to RallyTrade. The Client also understands that such entities might be in other countries and as consequence RallyTrade will need to transfer such data in such places and countries. The Client authorizes RallyTrade to transfer his/her data and/or documents mentioned above to third entities, in the conditions mentioned above, for the purpose of executing the agreements mentioned above.

Recording and archiving the correspondence

19.5. By accepting Terms and Conditions and its annexes, the Client understands and agrees that RallyTrade may record and archive all the correspondence including conversations between the Client and RallyTrade conducted by telephone or other means of communication, and the correspondence in the electronic form, and that RallyTrade may use such recordings and records as evidence in solving a Complaint and/or any disputes between the parties. By signing and executing

the present T&C and its annexes, the Client agrees with the recording and the use of the recorded materials in the disputes between the parties.

Beta Services

19.6. For the purpose of constantly improving the services and products, RallyTrade may allow certain Clients to voluntarily agree to participate in testing periods of new products, services and technologies that are under development (called Beta Services). The Client understand and accept that by voluntarily participating to Beta Services he/she accepts the following risks:

- a. The Beta Services and tests are performed on Real environment on Real Trading Accounts, which means that the Client is trading his/her real funds, with all the associated consequences;
- b. Given the fact that Beta Services contain limitations and deficiencies, the Client's Trading Account might record errors and deficiencies, might be working incorrectly, Orders may not be executed or may be executed erroneously or on erroneous prices, or it may be impossible to place the Orders at all.

19.7. In case of Beta Services, the Clients understand and accept that RallyTrade shall have the right in its sole discretion to withdraw or unilaterally change the terms of Orders or Transactions that are distorted by the error in Beta Services, regardless of the reasons of error. The right to withdraw or unilaterally change the terms of Client's Orders or Transactions may be exercised by RallyTrade irrespective of Clauses 15.3.- 15.8. of herein T&C.

19.8. RallyTrade shall use all its best efforts in order to ensure that such errors (as the ones mentioned above) in case of Beta Services do not occur or do not cause any damage. However, in case such errors occur, RallyTrade will not be held liable.

19.9. RallyTrade has the right to stop at any moment the provision of a Beta Service, upon notification, case in which the provision on termination of the T&C shall not apply.

19.10. The Client has the right to resign from using a Beta Service at any moment, by informing RallyTrade of his/her intention with, at least, 24 hours before the resignation.

Amendments to the Terms and Conditions

19.11. RallyTrade has the right to amend the provisions of the herein T&C without prior notice. The content of the amended T&C will available on RallyTrade's Website.

19.12. RallyTrade shall have the right to amend the Terms and Conditions and the other documents which regulate the terms and conditions of cooperation between the Client and RallyTrade, in particular Specifications Tables, Order Execution Policy, Risk Statement and others. The documents will be available on RallyTrade's Website.

19.13. Irrespective of other provisions RallyTrade shall have the right to amend the Swap Points specified in the Specifications Tables with an immediate effect. RallyTrade shall also have the right to perform changes in documents described in Clauses 19.11.-19.12. with an immediate effect, if:

- a. such changes result in the lowering the costs of Transactions for the Clients;
- b. such changes introduce new Financial Instruments into the offer;
- c. the possibility of short selling has changed on a certain Underlying Instrument;
- d. Force Majeure events occur.

19.14. The amendments made according to Clause 18.12. shall be binding from the day when the amendments were made. The amendments made pursuant to Clauses 18.11.-18.12. shall change within its scope the conditions of each open Transaction and shall be binding for the Client and RallyTrade from the moment of their entry into force.

19.15. The Client who does not accept amendments to the T&C specified in Clauses 18.11.-18.12. shall have the right to request to terminate any or all of the Accounts within 1 business day after the termination notification is received.

Termination of the Terms and Conditions

19.16. Irrespective of the other provisions of herein T&C, the Clients shall have the right to terminate the Terms and Conditions with immediate effect at any time, upon a notification sent to RallyTrade in accordance with the communication policy set forth in the herein T&C and its annexes.

19.17. If RallyTrade has reasonable suspicion regarding any kind of illegal activities performed in connection with the Client's Account, RallyTrade has the right to immediate suspend the account, to block trading activity or close a particular Client's Account:

- a. with a written notification within 7 business days;
- b. with immediate effect, subject to the notice to the Client, in case of breaking by the Client of the provisions of the herein T&C or of any relevant laws.

19.18. The termination notice of the Terms and Conditions and its annexes has no influence on previously acquired rights and in particular on execution of obligations resulting from the closed and/or opened positions.

Applicable Law

18.19. The services provided by RallyTrade pursuant to the Terms and Conditions and the T&C shall be interpreted in accordance with the Nigeria law.