



STOCK TRADING PROVISIONS



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STOCK TRADING PROVISIONS, PART OF TERMS OF
BUSINESS FOR CLIENTS OF ROBOMARKETS LTD
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AND EXCHANGE COMMISSION LICENSE NO. 191/13

1. INTRODUCTION

This Stock trading provisions document here and after (here and after "provisions") contains the terms and conditions that govern your access to and use of the Service (stock trading with the Company).

2. RISKS RELATED TO SHARES

2.1.1. Shares

Shares (stocks, equities) are securities evidencing an ownership interest held in an enterprise (public limited company). The most important rights of shareholders are the participation in the company's profits and the right to vote in the shareholders' meeting.

2.2. Exchange Risk

Most stocks are traded on a public exchange. As a rule, prices are established on the basis of supply and demand daily. Investment in stocks may involve considerable losses.

In general, the price of a stock depends on the business trend of the respective company as well as the general business environment and political conditions. Besides, irrational factors (investor sentiment, public opinion) may also influence the share price trend and thus the return.

Statistics show that, in the past, investments in stocks provided higher overall returns in the medium and long term than investments in most other securities categories.

2.3. Credit Risk

Shareholders hold an ownership interest in a company. This means that their investments may be rendered worthless, especially if the company becomes insolvent.

2.4. Liquidity Risk

Tradability may be limited in the case of shares with a narrow market (especially stocks quoted on the so-called "third market").

3. DECLARATION OF RISKS RELATED TO LEVERAGED TRANSACTIONS IN FINANCIAL MARKETS

3.1. Declaration

This Declaration is provided for your familiarization and further signature in connection with your desire to execute Leveraged Transactions on international stock markets in order and according to the conditions offered by the Company and /or third parties. This Declaration is not exhaustive and does not describe the entire scope of risks related to Leveraged Transactions. Its main purpose is to give you general and, whenever possible, comprehensive information on the risks arising in connection with margin trading.

3.2. Purpose

The main purpose of the leverage is granting the Clients greater opportunity for profit. At the same time, the Client should understand the raised risk. Prior to exercising leverage privileges, the Client agrees to carefully consider whether leveraged trading is suitable, taking into consideration his financial resources, objectives and other relevant circumstances and the tolerance for risk along with margin requirements published on the Company's websites.

3.3. Monitoring

In case that leverage is granted to the Client by the third parties, the Client agrees that leverage or unsecured transactions are executed on the terms specified by the third parties using funds provided by the third parties and information on the leveraged positions will be disclosed to these third parties for monitoring of the leveraged position by these third parties. The Company shall control the activity of these third parties on monitoring of your leveraged positions.

3.4. Leverage Risks

When trading with leverage, the Client bears all the risks associated with trading on stock markets plus some additional risks. This Declaration focuses on these additional risks related to leverage Transactions in greater detail. Consider three possible scenarios to describe the potential risks:

(1) Leveraged Transaction on buying Financial Instruments; When issuing an Instruction to purchase Financial Instruments, the Client bears a price risk on the Assets acquired on the basis that the Instruction is not secured by Client's funds and on the Assets used to secure Company's and /or third parties' requirements to the Client. Thus, the amount



of the Client's Assets exposed to the risk of adverse price fluctuations is greater than in the case of usual trading when the Client's Instructions are secured with cash. In other words, the losses can take place much earlier and of a greater scale than in case of usual trading. It's necessary to note the fact that in this case the amount of losses is limited by the sum of Leveraged Transactions but not with the Client's assets.

(2) Leveraged Transaction on selling Financial Instruments; When issuing an Instruction with Leveraged Transaction on selling Financial Instruments, the Client bears a price risk on the Assets to be sold on the basis of the Instruction not secured by Client's funds and on the Assets used to secure Company's and /or third parties' requirements to the Client. The core difference is that the scale of losses in this case is not limited. The Client is obliged to return the Financial Instruments irrespective of their price fluctuations. Meanwhile the current market value of Financial Instruments can significantly exceed their value in Leveraged Transaction settlements.

A significant factor influencing the increase of the Client's risk is the requirement to maintain a necessary level of collateral reflecting the sufficiency of the Client's funds to satisfy the requirements of the Company and/or third parties. When the actual level of collateral decreases the Company and /or third parties require the Client to increase it to an acceptable level. This may necessitate the Client to sell some of the Client's Assets irrespective of the prevailing market conditions and accept and incur losses from such sale.

4. OTHER RELATED RISKS

4.1. The Client agrees that intensity of sending trading queries from his terminal to the Company's server mustn't create an overload, which interferes with the execution of other Clients' orders. The Company has the right to stop processing the Client's orders in the case of this constant violation by the Client.

In situations when there is a significant reduction of liquidity, the Company has the right to prohibit trading some particular instrument or several instruments or make the trading allowed in "Close Only" mode.

4.2. Specific trading conditions, fee's policy, execution policy, terminology can be applied to trading accounts on R Trader trading platform.

Specific leverage restrictions may apply to certain instruments. RoboMarkets may, in its sole discretion, amend the margin requirements, on a case by case basis, on all or any transactions(s) of the Client, by providing the Client, where reasonable, with notice.

Specific leverage restrictions may apply when opened position(s) held overnight. The Client shall remain responsible to regularly consult the contract specifications of such financial instruments, available online in Contract Specification on the Company's Website.

4.2.1. Specific short selling restrictions may apply for financial instruments. The Client shall remain responsible to regularly consult the contract specifications of such financial instruments, available online on RTrader Contract Specification on the Company's Website

4.2.2. The Company has the right to change leverage in case the trading account Equity does not comply with the leverage conditions. The Client shall remain responsible to regularly consult the contract specifications of such leverage condition, available online on RTrader Contract Specification on the Company's Website.

4.2.3. The Company bears no responsibility for the Client's having enough Margin to maintain his open positions at the moment when the Client's account leverage is changed and bears no responsibility or consequences of the changes stated.

4.3. The Client confirms that before entering into the Terms of Business he/she has carefully studied the brief description of the primary risks related to investments in financial instruments on both international financial regulated markets and Over-the-Counter market, including the description of the nature of financial instruments and risks related to specific financial instruments and also confirms that information is understandable to the Client and that he/she is able on the basis of information to independently assess the risks and rewards related to the purchase and sale of specific financial instruments. By acceptance of these Regulations the Client gives his/her consent to accept all of the aforementioned risks.

4.4. The Client also confirms that he/she is aware of the possibility of malfunction (breakdown) in the operation of the Company's website and accepts all possible risks related to unfavorable consequences of such malfunction (breakdown) for the Client.



4.5. The Company shall bear no responsibility before the Client for any actions, inactions or omissions of a third party and also for any losses incurred by the Client in a result of actions, inactions or omissions of a third party unless such losses directly arises from the Company's willful default or fraud or gross negligence. The Company shall also bear no responsibility or liability for unfavorable consequences for the Client due to the insolvency/bankruptcy of a third party.

5. CLIENTS FUNDS

The Client agrees that the Company may enter into arrangements for securities financing transactions in respect to of financial instruments held by the Company on the Clients behalf in an omnibus account held by the Company or a third party. The Company will use financial instruments held in such an account for its own account or for the account of another Client.

The Company enables the Client to conduct transactions and hold positions in Financial Instruments via the network of brokers, clearing members, counterparties, banks, stock exchanges and other parties with whom The Company has a direct or indirect relationship. The Company will exercise due care in selecting and continuously monitoring the third parties that The Company itself directly involves.

6. EXECUTION VENUES

6.1. The list of locations (trading floors) for executing Client Orders. Pursuant to its obligation to take all reasonable steps to constantly achieve the best possible results in executing Client Orders, the Company can use one or more floors of the following types:

- 6.1.1. regulated markets;
- 6.1.2. other organizers of trading which are not regulated markets;
- 6.1.3. multilateral trading floors;
- 6.1.4. systematic internalizes;
- 6.1.5. other investment firms,
- 6.1.6. brokers and/or their affiliates which act as market makers or other liquidity.

6.2. The following stock exchanges are included in the list of trading floors to execute Client Orders, but not limited:

Exchange	Exchange location
ARCA	USA
NYSE	USA
EDGX	USA
EDGA	USA
BATSY	USA
BATS	USA
NASDAQ	USA

7. ORDER EXECUTION POLICY FOR STOCKS

7.1. Approach

The Company's order execution policy is premised upon the principle that, for the combination of clients served and products offered, a client order is most likely to be executed at the optimal price, at the greatest speed and with the highest levels of accuracy and certainty of completion (i.e. "best execution").

7.2. Criteria for execution of Client orders at the best prices

When the Client Orders are executed the Company shall take into account the following criteria to execute Client orders at the most profitable prices:

7.2.1. Characteristics of the parameters and terms of a Client Order;

7.2.2. Characteristics of the financial instruments which are the object of the Order;

7.2.3. Organizers of trading to which an order can be sent to execute a Client Order.

When the Company executes the order of a retail Client the best possible result is determined by recalculating financial result, which represents the value of a financial instrument taking into account expenses related to execution of the Order which include all costs incurred by the Client and directly related to execution of the Order, including fees of organizers of trading, payments to clearing, settlements on the transactions and any other payments paid to third parties which participate in (assist in) execution by the Company of the Order.



In order to execute the order at the most profitable prices when there is more than one organizer of trading on which the Order of a retail Client can be executed with a view to assessing and comparing results for the Client which can be achieved by execution of the order on each organizer of trading, taking into account the fees charged by the Company and expenses to execute the Order on each organizer of trading.

The Company shall determine the structure and amount of commission charged for providing services under the Regulations so as to avoid unfair policy in relation to various organizers of trading (location of execution) of client orders.

7.3. Monitoring and Review

The Company will monitor the effectiveness of this order execution policy to identify and, when applicable, correct any deficiencies. A review of the policy will be conducted at least annually or whenever a material change takes place to ensure that client orders continue to obtain the best possible results. The Company will notify clients of any material changes to this policy.

The Company regularly reviews the places of execution that The Company makes use of. The Company includes new places of execution as it sees fit, to the extent that these comply with the legal criteria, or can remove existing places of execution if it deems such fit. The Company is responsible for the evaluation and selection of the places of execution. The Company thereby takes in consideration the total costs related to the new place of execution (including connection costs, execution fees, fees related to the submission, modification or cancellation of Orders, clearing and settlement fees and any other fees involved), the opening hours of the new place of execution, the additional liquidity that the new place of execution provides and the beneficial effect that such additional liquidity may offer for the execution of Orders.

7.4. Important Notice Regarding Best Execution

It should be noted that the Company cannot and does not warrant or guarantee that every client order will be executed at the best posted price. Among other things:

- (a) The Company may not have access to every market at which a particular product may trade;
- (b) Other orders may trade ahead of a client's order and exhaust available volume at a posted price;

- (c) Execution venues or market makers may fail to honor their posted prices;
- (d) Execution venues may re-route client orders out of automated execution systems for manual handling (in which case, execution or representation of a client's order may be substantially delayed);
- (e) Execution venue rules or decisions or systems delays or failures may prevent a client's order from being executed, may cause a delay in the execution of a client's order, or may cause a client's order not to be executed at the best posted price; or
- (f) The Company can refuse to execute an unclear, unusual or incorrect Instruction. The Company will contact Client as soon as possible if that is the case. The Company is not liable if the Instruction is not executed or executed with a delay as a result hereof.

7.5. Order Types

Through the R Trader the Client can use the following Order types:

- 7.5.1. Market Order: Buy or sell order at a current market price. Best execution price guaranteed by execution venue. The Requested Order price is not guaranteed.
- 7.5.2. Buy Limit Order: Pending order to buy below the current market price. Trigger condition: the current Ask price is less or equal to declared order price. The Requested Order price is guaranteed. The Filled price better or equal to the Declared Price.
- 7.5.3. Buy Stop Order: Pending order to buy above the current market price. Trigger condition: the last price is higher or equal to declared order price. The Requested Order price is not guaranteed.
- 7.5.4. Sell Limit Order: Pending order to sell above the current market price. Trigger condition: the current Bid price is higher or equal to declared order price. The Requested Order price is guaranteed. The Filled price is better or equal to the Declared Price.
- 7.5.5. Sell Stop Order: Pending order to sell below the current market price. Trigger condition: the last price is less or equal to the Declared Order price. The Requested Order price is not guaranteed.
- 7.5.6. Stop Loss Order: Stop order to close a deal. Trigger condition: the last price reaches the SL level. The Requested Order price is not guaranteed.
- 7.5.7. Take Profit Order: Limit order to close a deal. Trigger condition: the current Bid (for BUY deals) or the current



Ask (for SELL deals) prices reach the TP level. The Requested Order price is guaranteed. The Filled price is equal or better than declared in TP.

7.5.8. Stop Out Order: Stop order to close a deal. Trigger condition: Margin level less or equal to Stop out Level.

7.6. Execution method

Client chooses the Order type. Accepted Orders always run through the system via a single sequential process. This means that there is always a sequence in the execution of the Orders. Orders are processed in order of receipt, in accordance with the following steps. For Orders of the same Order type the 'first in, first out' (FIFO) order of priority applies.

The Company uses the service of external execution broker, which means that the Company could be affected by the Order Execution Policy of the third party deployed.

PLEASE NOTE: Orders that the Company receives outside the trading hours of the relevant exchange, may be sent at different moments per market. E.g. immediately upon receipt, half an hour before opening of the market or at the opening of the market. This depends upon the organisation of the market and the connection that is available to the Company for such market.

7.7. Some common reasons why an order is not accepted/ rejected can include (but is not limited to):

7.7.1. Price Limit: Many exchanges set a range of acceptability and will reject an order in the case that the order price exceeds this band. This is to prevent excess volatile movements in price of securities. As such an order can be rejected in the case that the price too high or too low compared to last traded price

7.7.2. Worst Case Scenario: If this was a market order then likely what was happening was that the order was being blocked because of the worst case execution scenario. Since with a market order the price is not set until the order is executed.

7.7.3. Incorrect Stop Price: Stop Loss and Stop Limit orders are intended to trigger at a certain point after a fall in stock price. As such, when entering a Stop price, it must be lower than the current trading price of the security.

7.7.4. UpTick rule: The uptick rule is a trading restriction that states that short selling a stock is only allowed on an uptick.

7.7.5. Stock is not available to sell short.

8. MARKET DATA

On the Website and through R Trader, the Client receives information regarding market Data. Most price information and other market data is provided directly to the Client by information from third parties such as exchanges and other data vendors, under a direct contractual relation. RoboMarkets will make an effort to timely receive and process the correct data and to monitor the quality of the third parties from whom RoboMarkets obtains the information. RoboMarkets does not guarantee the timeliness or correctness of the data that is provided to Client. At all times when information on the Website seems incorrect or implausible, Client shall not act upon such information, but shall contact the Company instead so as to prevent errors and loss.

9. DECLARATION

The Client acknowledges that he has read and understood the Risks related to Stock Trading and Leveraged Transactions in international financial markets and hereby agrees to bear the above-mentioned risks, including margin requirements of the Company and /or third parties.

10. CONFLICT OF INTEREST POLICY

Regular reconciliation of balances of registered securities

Reconciliation of balances of securities is implemented by inspecting the number of securities registered on Client accounts compared to the number of securities registered in custody locations. If discrepancies are identified, the Company takes measures to identify the reasons behind such discrepancies and their elimination.

In cases when the aforementioned procedures and measures cannot ensure identification, prevention and management of the risks of clashes of interests, the Company either refuses to enter into respective transactions (perform respective operations and hold respective activities) or, where confidentiality issues permit, will disclose detailed information about the nature and/or source of a conflict of interests to the Client or a potential client so that the Client or potential client could take a reasonable decision whether he/she is willing to cooperate with the Company.



11. INFORMATION ON SECURITIES OR COMPANIES

11.1. The Client shall be solely responsible for assessment of risks in relation to the purchase and sale of Securities. The Company shall strongly advise that the Client has its own independent consultant, both legal and financial, in order to be informed of the risks associated with the entry into any such transactions. No documentation or information forwarded by the Company to the Client should be taken as constituting investment advice.

11.2. The Company shall make no representations or warranties in relation to any information provided or opinions expressed to the Client (whether in writing or verbally) in connection with any such Securities or with investments in general, except for the general description of the nature and risks associated with financial instruments is given to Clients or potential Clients.

11.3. The Client confirms that before entering into the provisions he/she has carefully studied the brief description of the primary risks related to investments in financial instruments on both international financial regulated markets and Over-the-Counter market, including the description of the nature of financial instruments and risks related to specific financial instruments [Risk Disclosure](#) and also confirms that information is understandable to the Client and that he/she is able on the basis of information to independently assess the risks and rewards related to the purchase and sale of specific financial instruments. By acceptance of these provisions the Client gives his/her consent to accept all of the aforementioned risks.

11.4. By acceptance of these Regulations the Client confirms that he/she has carefully studied and understood the Declaration of Risks associated with leveraged transactions on financial markets (and gives its consent to accept the risks).

11.5. In accordance with these provisions and current legislation, without prejudice to the provisions set hereof and other duties of the Company, the Client accepts any and all possible risks related to investments in financial markets as part of these applicable provisions, including the risks both specified in this document and [Risk Disclosure](#) hereto.

12. ACCOUNTS

12.1. The Client may request the transfer of the portion of or the entire Portfolio of common stocks traded on US stock markets held on the Securities Account/Custodian Account of another broker/clearing house to the Securities Account/Custodian Account of the Company and vice versa. In case the client intends to transfer their Portfolio of common stocks traded on US stock markets, they shall transmit the request in the ticket at the Client's [Members Area](#). The Company has the right to set the limits and fees for such transfers. All related fees and actual limits are available on the [web site of the company](#).

12.2. The Company is under no obligation to transfer any Securities, if, in the opinion of the Company, such assignment transfer is prohibited by or is not compliant with any effective law or regulation applicable to such transfer.

12.3. In case of the transfer of some of Securities turns out to be unachievable or impossible, the Company shall duly notify the Client and continue holding such Securities until further Client's instructions.

12.4. The Company may transfer Client Orders for execution to third parties hereto (hereinafter referred to as the "Sub-Brokers") on regulated markets and Over-the-Counter markets.

12.5. The Company will change the applicable deals to be of "Close only" nature for Shares that are transferred to the Over the Counter Market. The Company at its own discretion will update the Online Trading Platform within 3 to 5 working days of such changes.

12.6. In the event of the Client's Orders have been executed by Sub-Brokers, the Client's relevant operations with securities and funds, the safekeeping of shares and other securities and/or records kept on the rights to shares and other securities of the Client will be carried out on the Company's custody accounts opened with Sub-Brokers (or with other custodians) and bank accounts with credit institutions in the manner and on the terms determined by Sub-Brokers (custodians), credit institutions.

12.7. The procedure for maintaining aforementioned custody accounts and bank accounts shall be regulated by laws and other statutory acts of the countries of registration of Sub-Brokers (depositories) and credit institutions, therefore the Client's rights related to these financial instruments and/or monetary funds may be changed accordingly.



12.8. The Company undertakes to notify a Client in the manner specified in these Regulations of all other cases, except for the one given above, when financial instruments and/or monetary funds of this Client may be held by a third party on behalf of the Company.

12.9. The Company shall notify the Client of any cases when it is not possible to maintain financial instruments with a third party separately from own financial instruments of this third party and shall give express notice of the related risks.

12.10. If the Company holds the Client's monetary funds and financial instruments outside European Economic Area they will be subject to the laws of that state and the Client's rights in relation to those monetary funds and financial instruments may differ accordingly.

12.11. Debt obligations: Neither the Client nor the Company, who deal with the Securities, have a right to use such Securities as the subject of any transaction, as pledge, debt repayment, payment, debt obligations or as any other form of deriving profit, except as pursuant to the effective legislation or these Regulations.

13. MANDATORY BUYBACK

13.1. The Client hereby acknowledges that he automatically and unconditionally agrees with the parameters of the mandatory buyback offer of shares owned by him, during the procedure of compulsory acquisition of the stakes of minority stockholders.

13.2. The Company is not responsible for notification of the Client about expected compulsory acquisitions; it is the responsibility of the Client to track such events.

13.3. If the Client wishes to sell his shares until the compulsory acquisition, he must submit an order for the sale of shares 5 working days before the date of blocking of securities within the procedure of compulsory acquisition.

13.4. The Client shall act within the limits of the current legislation of the country of its location (if the Client is a legal entity) or residence (if the Client is an individual), and as he/she enters into the Agreement, he/she shall be entitled to conclude it on terms specified herein, and will strictly comply with it when using the Company's services.

13.5. In the event that the Client participates in the Agreement as a principal, or if the Client acts as an agent in respect of any

transactions or assets, the Company shall consider the Client as a principal in relation to such transactions or assets and the Client shall hereby be held liable for the execution of the Agreement like the Client personally entered into the [Terms of Business Agreement](#) as a principal.

13.6. Execution and fulfillment of the Agreement by the Client does not contravene or violate or constitute a default of obligations or exceeds them, does not involve default in payment and are not a reason which adds to default in payment and do not contradict to everything listed below and namely: any law by which the Client or any of its assets are governed; rights of any third parties in respect of the Client or the Securities; any agreement to which the Client or any of its assets are a party.

13.7. In the event that the Client is an individual, the Client represents and warrants that he or she is an experienced investor who is well-informed in financial and business matters and is capable of evaluating advantages and risks of investments.

14. REGISTRATION OBLIGATIONS OF THE COMPANY

14.1. When entering into each transaction which requires registration, the Company shall carry out such registration on the Client's behalf or on its own behalf, but at the expense of the Client, and all registration fees shall be paid up by the Client and shall be debited from the Client's Account.

14.2. The Company shall be entitled to appoint an agent to perform registrations. The Company, or its agent, may rely upon any document or other communication reasonably believed by the Company or its agents to be genuine and correct; and/or upon any person who is authorized to settle these issues.

14.3. The Company makes no representations or warranties as to the truth, completeness or accuracy of any extract from any register or that the extract properly states the interest of the interested party.

14.4. Registration of the transaction and/or Securities shall be made in accordance with the legislation requirements of the country where the transaction executed and/or Securities issued.



15. REIMBURSEMENT OF EXPENSES TO THE COMPANY

15.1. The Client shall reimburse the Company and third parties providing services to the Company the following expenses (hereinafter referred to as the "Expenses"), incurred by the Company in the course of the proper fulfillment of its obligations under the present Regulations:

15.1.1. all expenses associated with conclusion, clearing and settlement of transactions and other expenses that may arise in connection with the transactions, including but not limited to, the payments of the registration fees, transfer agent's fees, exchange fees, dues and other payments in favor of exchange through which a transaction has been made, bank fees, transaction fees;

15.1.2. currency conversion fees, when the Client's order on securities purchase and/or funds transfer should be affected in currency different from the currency of monetary funds included in the Portfolio;

15.1.3. the Company's expenses on payment of custodians' services, holders of registrars of issuers' shareholders registers;

15.1.4. bank transfers fees.

15.2. When executing a Client Order to purchase securities and/or transfer monetary funds in a currency other than the currency of the funds that form the Portfolio, one currency shall be converted into another currency at the internal exchange rate of the Company.

15.3. The Company shall not be liable for any error of judgment or any loss suffered by the Client in connection with the use of its services provided under these Provisions (and in particular, but without limitation, the Company shall not be held liable for any loss which may be sustained in relation to the purchase, storage or sale of any Securities in accordance with these Provisions), unless such loss arises from bad faith, willful default or fraud on the part of the Company or any of its employees except for cases when the Company is responsible to the Client in accordance with these Provisions and/or legislation.

15.4. Unless otherwise specified in the Regulations or addenda between the Company and Client, all amounts due to the Company and/or third parties providing services to the Company shall be deducted from the Client's monetary funds held in the Company without the Client's additional consent.

The Client authorizes the Company at any time, at the Company's discretion and without notice to the Client to set-off and/or charge any of the Client's assets in order to discharge any of the Client's obligations to the Company and/or third parties.

15.5. If at any time the Client's funds freely available at the Client's Account(s) with the Company are insufficient to cover expenses incurred by the Company and subjected to reimbursement by the Client, the Client shall promptly deposit funds to cover the deficiency. If the Client fails to make the said deposit within 5 (five) working days from the moment a relevant notification is sent, the Company may proceed with the sale of financial instruments from the Client's securities account without further notice to the Client unless otherwise agreed upon by the Company and the Client. The Company will then notify the Client of the effected sale orally, via email or by sending a relevant notification via the Company's Trading Systems.

15.6. The Client shall confirm its awareness with the fact that in case of absence on the Client's Accounts of cash and/or securities necessary for the execution of the Client's Order, and also in the event that no cash is available for the payment of the Company's services and others expenses incurred by the Company according to the terms of these Regulations, the Company shall not be entitled to execute Client Orders.

16. DIVIDENDS

16.1. The Company will be responsible for claiming and receiving dividends, interest payments and other income payments accruing to the Clients Instrument, the Company holds on the Clients behalf. Income payments will usually be credited in cash net of applicable Taxes.

16.2. The Company is not obliged to but it may offer the Client any dividend reinvestment plans available for stock dividend offered for Instruments that the Company hold on the Clients behalf. However, any such decision will not take account of the Clients personal tax position.

16.3. The Company may, but is not obliged to, offer the Client any other rights or special offers that are made available to holders of Instruments.

16.4. In case the Client has an open long position in a trading instrument when ex-dividend date for this instrument takes place, the sum equal to the paid dividend will be transferred



to the Client's account. In case the Client has an open short position in a trading instrument when ex-dividend date for this instrument takes place, the sum equal to the paid dividend will be withdrawn from the Client's account. The Company is not liable for the Client's timely monitoring of the ex-dividend dates for those shares which the Client is trading. This information is in public access on theme-based websites.

16.5. In the event, the Client maintains a short position on ex-dividend date and has insufficient free equity in their trading account to cover the reserve cash adjustment, RoboMarkets reserve the right to close the Client's open positions. Under such circumstances, the reserve cash adjustment shall be deducted from the trading account's balance. The Client accepts RoboMarkets retains no requirements to notify the Client in the event a trading account maintains insufficient free equity to cover a reserve cash dividend for a short position.

16.6. The Company does not act as a tax agent and will not be held accountable as one. The Company is not liable or shall not be deemed liable or any tax due on the account or trading activity. It is the Client's sole responsibility to complete and submit his tax forms to the relevant authorities. Failure to do so and the implications of failure are the responsibility of the Client.

17. CORPORATE ACTIONS

The Company provides access to its clients to Financial Instruments on many different markets. The Company endeavors to collect as much as possible relevant corporate action information from its network and data vendors so as to be able to inform its clients as complete and timely as possible. The Client should be aware that the information provided by the Company will not always be complete and it remains your own responsibility to check corporate action information with regard to the specific Financial Instruments held by you.

17.1. Corporate actions: any actions taken by an issuer, whose listed securities are associated with the financial instruments traded through the RoboMarkets trading platform(s), including but not limited to instances of:

- Stock split,
- Reverse stock split,
- Right issue,

- Merger and takeover and
- Dividends.

17.2. Provision of Information: The Company shall not be obliged to but may arrange for the Client to receive the report, accounts and other information issued by a company. The Company is not obliged to but may notify the Client of or arrange attendance at any annual general meetings or extraordinary general meetings applicable to your Instruments

17.3. Claim rights: As shareholder you may receive claim rights (also 'claims' or 'rights'). With the claim rights you can buy shares for a reduced price. In most cases you can choose whether to use the claim rights or to sell them. In both cases you must act before the deadline. If you want to exercise your claim rights, you must ensure that you have sufficient money. If the Client does not sell or exercise his claim rights before the deadline, they expire with no value.

17.4. Voting Rights: The Company is not obliged to but inform the Client, or arrange the exercise of any voting rights attaching to his investments, whether exercisable at a general meeting or otherwise. The company is not obliged to but may notify the Client of any general meetings applicable to his investments. The applicable fee can be found in on the Company website.

17.5. Interest: Any income payments or tax credits that the Company collect on your behalf will be credited to your account as soon as is practicable. The Company will not be liable for any loss of interest due to any delay outside our control in crediting any income to your account.

17.6. The Company will use reasonable endeavors to inform the Client about any rights issue, calls, conversion, subscription or redemption rights and takeover or other offers arising from capital re-organizations ("Corporate Events") attaching to his investments unless the Company considers it impractical to do so. If the Client informs the Company within such period as the Company specifies that he wishes to exercise any rights arising out of Corporate Events, provided there are sufficient Funds in the Client's Account(s), the Company will use its reasonable endeavors to give effect to the Client's instructions but only on such terms as the Client advises and as are reasonably acceptable to the Company. Otherwise, the Company will take such action, or refrain from taking any action, as it, in its reasonable discretion, determines.



17.7. The Company shall not be obliged to but may arrange for the Client to receive the report, accounts and other information issued by a company, attend shareholders' meetings or unit holders' meetings and vote in person.

17.8. The Client acknowledges that any facility to receive shareholder communications and benefits may be made available by the Company to the Client only after a request from the Client and with the consent of the relevant company or registrar.

17.9. If RoboMarkets, in its sole discretion, warrants it is unable to fairly value a corporate action, RoboMarkets shall reserve the right to close the Client's position.

17.10. Corporate Actions, Exercise and Conversion Notices. The Client agrees that it shall be responsible for timely notifying the Company in writing all instructions relating to any corporate action or shareholder election, including, without limitation, any proxy vote, option or warrant exercise notice, conversion notice, tender election, merger or tender consideration election or similar instruction. In order for the Company to act, it must receive the Client's written instructions no later than 12 p.m. New York City time at least two (3) business days prior to the last scheduled date to act with respect to such securities (or such earlier date or time as the Company may notify the Client). Absent the Company's timely receipt of such written instructions prior to its specified deadline, the Company shall not be liable for failure to take any such action.

18. NETTING

18.1. If settlements are made under transactions to buy/sell securities, which are executed by the Company and counterparties at the Client's request, and there are no other arrangements made with the Client and a counterparty, any obligations related to similar counterclaims between the Client and a counterparty under such transactions, which

include the transfer of funds and securities, shall be automatically settled.

18.2. In the absence of any other arrangements with the Client and the counterparty under securities buy/sell transactions, which were executed by the Company and counterparties on the Client's request, if amounts of counterclaims differ, mutual claims may be offset after the Client pays the counterparty or the counterparty pays the Client any amount equal to the difference between their payment obligations.

18.3. If amounts payable under securities buy/sell transactions, which were executed by the Company and counterparties at the Client's request, and the Client's available funds are denominated in various currencies, the Company may make conversion, with no additional consent of the Client in order to offset obligations.

18.4. In the absence of any other arrangements with the Client and a counterparty under securities buy/sell transactions, which were executed by the Company and counterparties at the Client's request, if the number of securities under counterclaims differs, mutual claims may be offset after the Client delivers to the counterparty or the counterparty delivers to the Client the number of securities equal to the difference between their mutual obligations related to the delivery of securities.

18.5. In accordance with the Client Order and these Regulations the Company may execute the Client Orders on regulated markets and outside regulated markets. Transactions executed outside regulated markets mean "Over-the-Counter ("OTC") transactions.

18.6. Transactions executed on regulated markets shall be carried out in accordance with legislation of the country where the regulated market is and rules, regulations/agreements of market regulators (organizers of trading on the capital market).