

# **CLIENT AGREEMENT**

***thinkcapitals.com***

*This Client Agreement together with all integral parts published on the Company's website at [www.thinkcapitals.com](http://www.thinkcapitals.com) (the "Company's Website") or otherwise notified to the Client constitutes a binding agreement between the Company and the Client (the "Agreement").*

## **I. INTRODUCTION**

1. This Agreement is entered by and between Think Capitals Ltd. - a company incorporated and registered in the Republic of Marshall Islands under registration number 96202 (the "Company") - on the one part and a natural person or legal entity who has completed and sent the registration form to the Company through the Company's Website (the "Client") on the other part.
2. An integral part of this Agreement are all documents, rules, policies, disclaimers and other announcements - as amended from time to time - published on the Company's Website.
3. This Agreement sets out the terms and conditions under which the Company offers services to the Client and governs all relations between the Company and the Client with respect to the execution of the transactions in financial instruments through the Company's trading platform and the provision of other services by the Company to the Client.
4. This Agreement supersedes any previous agreements and other arrangements between the Company and the Client, both in writing and orally. The provisions of this Agreement shall be considered as accepted unconditionally by the Client after clicking on the "I accept the Client Agreement and confirm that I am 18 years old" button during the registration process and sending the registration form. In this way, the Client entering into a legally binding agreement. Acceptance of this Agreement by the Client means that the Client read, understood and agreed with all the terms and conditions specified in this Agreement. The Client has no right to cancel or terminate this Agreement on the basis that it is a distance contract.
5. In case of a conflict between the provisions of the Client Agreement and its integral parts, the provisions of the Client Agreement shall prevail. In the events not regulated by this Agreement, the Company shall solve a matter on the basis of market practices. The Client agrees that such Company's decision is final. The rule indicated in the preceding sentences is also applied to the terms not defined in this Agreement.
6. The official language of the Company is English. All the Company's documents and other information are available in English. Any translations into other languages are available only for information purposes and the English version is prevail.
7. The Client represents and warrants to the Company that in accordance with the law in the country of residence, the Client has a legal capacity and full capacity to perform acts in law and may conclude this Agreement effectively and execute all rights and obligations under this Agreement. A person acting on the behalf of the Client other than a natural person represents and warrants to the Company that is authorized to conclude this Agreement and execute all rights and obligations under this Agreement. The Client represents and warrants to the Company that there is no legal or factual obstacle preventing the conclusion and execution of this Agreement and that the conclusion of this Agreement does not violate any other agreements, to which the Client is a party.
8. The Client agrees to the use of electronic communication in order to enter into this Agreement, make transactions, including place orders and give instructions, and to the electronic delivery of all documents, other notifications and records of transactions made through the Company's trading platform. The Client waives any rights or requirements under any laws or regulations in any jurisdiction which

require an original (non-electronic) signature or delivery or retention of non-electronic records.

## **II. PROVISION OF SERVICES**

1. The Company provides financial services, such as investment and ancillary services described in detail on the Company's Website. The Company offers services in relation to various financial instruments. The Client may be allowed to trade only one or some of those financial instruments.
2. All services are provided without warranty of any kind, either express or implied. The Company does not guarantee that all services will be available at all times.
3. The Company reserves the right to modify services and suspend or discontinue, temporarily or permanently, the provision of all or any part of services, without giving any reasons and without notice. The Client agrees that the Company is not liable for any modification and suspension or discontinuance of all or part of services and for the resulting consequences, especially for the Client's losses or damages.
4. The Company provides services to the Clients who may be natural persons or legal entities and who may conclude legally binding agreements under the law applicable in the country of residence.
5. The Company does not provide services to the Clients under legal age, especially under 18 (eighteen) years old. The Company is not responsible for the use of services by the Clients who do not meet requirement indicated in the preceding sentence and for the resulting consequences.
6. The Company has the right to refuse to provide services to residents and citizens of the country where the provision of services covered by this Agreement is contrary to law in force in this country. The Client is obligated not to use or discontinue the use of services when they are forbidden by the law of the country of residence or of which is a citizen. The Company is not responsible for the use of the services by the residents or citizens of these countries and for the resulting consequences.
7. The Company reserves the right to exclude specific countries from the service area. Such countries shall be indicated on the Company's Website.
8. Notwithstanding the foregoing, the Company reserves the right to refuse or discontinue the further provision of services to the Client at any time, without giving any reasons and without notice. In this case, the Company is not responsible for resulting consequences, including the Client's losses and damages.

## **III. RISK DISCLOSURE**

1. The Client uses the Company's services on his/her own risk.
2. The Client acknowledges that the trading in financial instruments is associated with a high risk and may result in loss of all invested funds. The Company's services may never be considered a safe investment but should be treated as an investment with a high risk of loss. Therefore, the trading may not be suitable for everyone and the

Client should ensure that understands a nature of financial instruments and knows risks associated with the trading.

3. The Client represents and warrants to the Company that has sufficient knowledge of market and experience allowing to take right and independent investment decisions and to proper evaluate the associated risks.
4. Before starting the trading, the Client should consider all associated risks and costs. If necessary, the Client should seek an independent advice. The Client is solely and totally responsible for all investment decisions, transactions and for their results, both positive and negative.
5. The Company only executes the Client's transactions and does not give any recommendations and advices. All Information and other similar materials published on the Company's Website or otherwise provided to the Client do not constitute the recommendations or advices. All general views expressed to the Client, orally or in writing, in particular on the economic climate, markets, investment strategies, trading suggestions, researches, cannot be considered the recommendations or advices. The Client is solely and totally responsible for all investment decisions and transactions concluded on this basis and for their results, both positive and negative.
6. All information, including but not limited to current market data, received by the Company from the third parties and available on the Company's Website and on the Company's trading platform are not the recommendations or advices. The Company does not guarantee the reliability, accuracy, timeliness, completeness and correctness of mentioned information. The Client is solely and totally responsible for all investment decisions and transactions concluded on this basis and for their results, both positive and negative. The Client accepts that the information may quickly become unreliable for various reasons and the Company is not responsible for this.
7. The Company is not obligated to provide to the Client any legal, tax and other advices related to any of the Client's transaction. The Client is solely liable for all tax obligations, especially for tax liabilities arising from the transactions in financial instruments and from the trading activity covered by this Agreement. The Client knows, understands and agrees that the Company is not responsible for taxes mentioned above and the Company does not collect taxes for any authority, in any form and in any way. The Client is obligated to calculate and pay all taxes applicable to his/her activities in the Client's country of residence.
8. The Client acknowledges and accepts that may also occur other risks than those mentioned above.

#### **IV. REGISTRATION AND TRADING ACCOUNT**

1. In order to open the trading account in the Company, the Client must take the registration process on the Company's Website. The Client has to fill out registration form, accept this Client Agreement, confirm the registration data and verify an email address.

2. The Company reserves the right to refuse to open the trading account to the Client, without giving any reasons.
3. The Client accepts that the Company may limit the number of the trading accounts held by the Client in the Company.
4. The Client confirms that provided true, accurate, current and complete information during the registration process. The Client is obligated to immediately inform the Company of each change of information provided during the registration process and later changed. The Company does not assume any responsibilities for the information provided by the Client during the registration process and later.
5. The information provided by the Client during the registration process and later are kept confidential for the Company's purposes.
6. The Client confirms that a purpose of opening of the trading account is the use of the services offered by the Company and the trading in his/her own behalf and on his/her own account.
7. The trading account may be maintained and managed in one of the currencies or cryptocurrencies offered by the Company and selected by the Client.
8. In order to allow the Client to use the trading account, the Company may request minimum initial deposit. In such case, the trading account shall be activated by the Company upon receipt of first deposit from the Client.
9. The Client accepts that the Company is unable to identify person who is logging in to the Client's trading account without the Client's expressed consent.
10. The number of the trading account, username and password (the "Log-in Details") cannot be disclosed to any third party by the Client. The Client is solely responsible for the security of Log-in Details. The Client agrees to keep the Log-in Details secret and not to allow anyone to use them. Each person who using correct Client's Log-in Details is considered the Client and a rightful holder of the trading account. The Client accepts that is solely responsible for all transactions concluded by anybody under the Client's Log-in Details and for the consequences resulting from this. In this case, the Company bears no responsibility for Client's losses and damages, including but not limited to the financial losses, and the Client does not have any claims against the Company.
11. The Client is required to remain logged out of the trading account when not using the trading account. Otherwise, the rules set out in the previous point apply.
12. The Client may authorize the third party to manage the trading account on Client's behalf (the "Account Manager"). The authorization should be given in writing on the Company's form and sent to the Company with documents identifying the Account Manager by email to the following address: [backoffice@thinkcapitals.com](mailto:backoffice@thinkcapitals.com).
13. The Client authorizes the Company to accept and execute all transactions, including orders and instructions given by the Account Manager in whatever form. The Client accepts that the Company has the right to disclose to the Account Manager all information about transactions and about the trading account. The Client accepts

full responsibility for all transactions concluded by the Account Manager and for consequences resulting from this.

14. The Client is obligated to inform the Company about the termination or expiry of the authorization by sending email to the following address: [backoffice@thinkcapitals.com](mailto:backoffice@thinkcapitals.com). Otherwise, the Company shall assume that the authorization is still ongoing and shall continue acceptance and execution of all transactions, including orders and instructions given by the Account Manager.
15. If the trading account is a joint account - on the name of more than one person or entity - each of the persons or entities is authorized to represent other persons or entities towards the Company. Any statement or notice made by the Company towards any of the persons or entities is considered as made towards all persons or entities.
16. The Company may, from time to time, provide various bonuses and other grants to the Client's trading account. Such bonuses and grants may be offered for limited period of time. The Company is entitled to change, freeze or cancel the bonus' or grant's terms and conditions, from time to time. At any time, the Company has the right to remove the bonus or grant and the profits achieved by using the bonus or grant from the Client's trading account, on its sole discretion and without giving any reasons. In this case, the Company bears no responsibility for Client's losses and damages, including but not limited to the financial losses, and the Client does not have any claims against the Company.
17. If the Client does not conduct activities on the trading account at least for 2 (two) months from the date of closure of last transaction, the Company shall charge a fee of 10% of funds accumulated on the trading account.
18. If the Client does not conduct activities on the trading account at least for 6 (six) months or more from the date of closure of last transaction, the Company has the right to close the trading account. After closure of the Client's trading account all unpaid amounts by the Client to the Company shall become instantly due and payable. The funds from the closed trading account minus all amounts due to the Company from the Client shall be returned at the Client's request submitted within 3 (three) months from the date of closure of Client's trading account. After this deadline, the funds from the closed trading account constitute a remuneration of the Company for the provided services and maintaining of the trading account. In these cases, the Company bears no responsibility for Client's losses and damages, including but not limited to the financial losses, and the Client does not have any claims against the Company.
19. The Client represents and warrants to the Company that will use the Company services in an honest and ethical manner and in accordance with the provisions of this Agreement and applicable law. Especially the Client will not use the Company's services to perform criminal activity, including but not limited to money laundering and terrorism financing. In particular, in the case of suspicion of fraud, forgery, abuse or any other breach of law or this Agreement by the Client, the Company may, at its discretion and without notice, freeze or close the Client's trading account. After closure or freezing of the Client's trading account all unpaid amounts by the Client to the Company shall become instantly due and payable. The funds from the closed trading account minus all amounts due to the Company from the Client shall be returned at the Client's request submitted within 3 (three) month

from the date of closure of Client's trading account. After this deadline, the funds from the closed trading account constitute a remuneration of the Company for the provided services and maintaining of the trading account. In these cases, the Company bears no responsibility for Client's losses and damages, including but not limited to the financial losses, and the Client does not have any claims against the Company.

20. It is agreed and understood that the types of the trading accounts offered by the Company are described in detail on the Company's Website and may be changed, from time to time, at the Company's discretion.
21. The balance of the Client's trading account and related statements and reports are available through the trading platform. The Client may review the transactions and check the balance of funds held on the trading account after logging in to the trading account. The Company does not send printed statements and reports to the Client.

## **V. LICENSE AND USE OF THE TRADING PLATFORM**

1. The Company grants the Client, only for personal use, a personal limited, non-exclusive, revocable, non-transferable and non-sublicensable license to use the trading platform in accordance with the provisions of this Agreement.
2. If any third-party software product is included or embedded in the trading platform then such third-part software product shall be provided to the Client in accordance with the provisions of this Agreement. The Client is obligated to comply with the provisions of the third-party's licence. The Company does not guarantee the proper functioning of the third-part software product and in the event of any irregularities, the Company does not bear any responsibility, in particular for any losses or damages of the Client.
3. The Company retains all rights to the trading platform which are not expressly granted to the Client by this Agreement. The trading platform and all related values and rights, especially goodwill, copyrights, trademarks, logos, know how, patents and any intellectual property rights remain the exclusive property of the Company or third parties. Except for the expressly granted license by this Agreement, the Client has no rights to the trading platform and associated values and rights.
4. The Client may gain access to the trading platform and to the trading account through the Company's Website.
5. The Company does not guarantee that the Client will have access to the trading platform and to the trading account at all time.
6. The Client is solely responsible for providing and maintaining the compatible equipment (includes at least a personal computer and the Internet access) necessary to use the trading platform and trading account.
7. The Company makes no express or implied warranty that the trading platform and the Company's Website are free off errors and defects.

8. The Company does not guarantee that the trading platform and the Company's Website are free from any viruses and other harmful mechanisms.
9. The Client accepts that the Company is not responsible for any destructions, damages or malfunctions of the Client's equipment regardless of the reason, in particular when are caused by the trading platform or by the Company's Website and in the cases specified in point 7 and 8.
10. The Client accepts that the Company reserves the right to temporarily or permanently limit or terminate the Client's access to the trading platform, to the trading account or to the Company's Website in order to ensure or restore the orderly operation of the trading platform or the Company's Website and to protect the interests of the Company.
11. The Company is responsible for maintaining the trading platform, other related systems and the Company's Website, therefore the Client accepts that the Company or third party may carry out maintenance work which may cause shutting down, restarting or refreshing the servers to ensure the effective and efficient operation of the trading platform, other related systems and the Company's Website. In these cases, the Client may not have the access to the trading platform and to the trading account.
12. The Company is not a provider of Internet and electricity services, therefore the Client accepts that the Company does not bear any responsibility in the event of inability to provide services due to malfunction or other irregularities in the operation of Internet and electricity services. In these cases, the Client may not have the access to the trading platform and to the trading account.
13. The Client accepts that the Company bears no responsibility for Client's losses and damages, including but not limited to financial losses, caused by the lack of access to the trading platform, to the trading account or to the Company's Website regardless of the reason and in these cases the Client does not have any claims against the Company.
14. Also, the Company does not bear any responsibility for Client's losses and damages, including but not limited to financial losses, caused by the malfunction of the trading platform or the Company's Website regardless of the reason and in these cases the Client does not have any claims against the Company.
15. If the Client is unable to gain access to the trading platform or to the trading account, the Client may contact with the Company by email at [support@thinkcapitals.com](mailto:support@thinkcapitals.com).
16. The Company is not liable for any disruptions, delays or problems in communication experienced by the Client when using the trading platform or the Company's Website.
17. The Client will not, whether by act or omission, do anything what may violate the integrity, functionality and operation of the trading platform, the Company's Website and other Company's systems, and what may cause their damage or malfunction. Otherwise, the Client is solely responsible for all the Company's losses and damages.



18. The Client acknowledges that the Company bears no responsibility if unauthorized third party has access to information about the Client and his/her activities on the trading platform and on the trading account, in particular when the information mentioned above are sent using the Internet, email, fax or any other electronic means. In these cases the Company is not responsible for the Client's losses and damages and the Client does not have any claims against the Company.
19. The Client is permitted to store, display, analyse and print the information made available through the trading platform and on the Company's Website. The Client is not permitted to publish or reproduce this information in any form and transmit this information to the third party, without the Company's consent. The Client cannot alter, obscure or remove any information on the trading platform or on the Company's Website. Otherwise, the Client is solely responsible for all the Company's losses and damages.

## **VI. ELECTRONIC TRADING**

1. The Client may make transactions, including place orders and give instructions through the trading platform.
2. The Client accepts the risk of mistakes or misinterpretations in the orders and instructions sent through the trading platform, the risk that the orders and instructions may be given by unauthorized persons and the risk of delays or other problems. In these cases, the Company is not responsible for resulting consequences, including the Client's losses and damages.
3. The Client accepts that the Company may act as an agent of the Client. In this event the Company shall transmit the Client's orders for execution to the third party. The Company is not responsible for actions, omissions and negligence of the third party and for the results of execution of the Client's orders by the third party. In such cases the Client does not have any claims against the Company.
4. The orders may be accepted, transmitted for execution and executed only within the trading hours.
5. If the Company acts as the Client's agent then the Company shall sequentially and promptly transmit the Client's orders for execution. The Client understands and agrees that the transmission or execution of orders may not always be achieved for reasons beyond the control of the Company. In these cases, the Company bears no responsibility for Client's losses and damages and the Client does not have any claims against the Company.
6. The Client accepts that the Company does not transmit and does not execute the Client's orders placed in a different way than through the trading platform.
7. Considering the Client's orders and the current market conditions, the Company may execute or transmit for execution a part of the Client's orders.
8. The placed orders cannot be transferred by the Client to other providers of financial services and to their trading platforms.
9. All orders are executed at the available market prices.

10. The Company has the right to set limits and certain parameters in relation to the Client's trading account and his/her transactions, at its absolute discretion. Such limits and parameters may be amended, increased, decreased, removed or added by the Company at any time. The limits and parameters set by the Company are conclusive and binding on the Client and the Company is not responsible for any negative consequences for the Client resulting from this. In such cases the Client does not have any claims against the Company.
11. If any asset available on the Company's trading platform is a subject to a specific risk, the Company reserves the right to remove this asset from the trading platform, permanently or temporarily. The Company is not responsible for any negative consequences for the Client resulting from this and the Client does not have any claims against the Company.
12. The Client is solely responsible for all concluded transactions, including orders and instructions sent to the Company through the Trading Platform under the Client's Log-in Details. The Company may execute all the Client's transactions, including orders and instructions, even if they are not suitable for the Client. The Company can rely and act according to any orders and instructions sent by the Client or any other person through the trading platform under the Client's Log-in Details, without further verification.
13. The Client accepts that the Company, on its own discretion, especially in the case of suspicion of abuse or breach of this Agreement or law by the Client, is entitled to:
  - a) refuse to execute any of the Client's transactions;
  - b) refuse to transmit or execute any of the Client's placed orders or given instructions;
  - c) cancel any of the Client's pending orders;
  - d) close or cancel any of the Client's opened positions;
  - e) refuse to transfer or withdrawal the Client's profits from the trading account;
  - f) remove the Client's profits from the trading account.
14. In the events specified in point 13 above, the Company bears no responsibility for the Client's losses and damages, including but not limited to the financial losses, and the Client does not have any claims against the Company.
15. The Company is also entitled, on its own discretion, to cancel or correct any of the Client's transactions, in particular executed in connection with a system error, system malfunction, abuse or breach of this Agreement or law by Client. In these cases, the rules described in point 14 above apply.
16. The Client accepts that all concluded transactions are binding on the Client. The Client is solely responsible for all their results, both positive and negative, and the Client does not have any claims against the Company.
17. The Company does not provide any physical evidence in respect of any of the Client's transactions. The profits and losses are considered as definitive after the closure of transaction. The Client may check the results of his/her activities on the trading platform.

18. The Company reserves the right to reverse the Client's transactions deemed to be contrary to the Company's interest. In these cases, the Company bears no responsibility for any negative consequences for the Client resulting from it and the Client does not have any claims against the Company.
19. The Company, in particular, does not permit to the execution of:
  - a) opposite transactions simultaneously;
  - b) transactions based on the market differences;
  - c) transactions during the publication of information (macroeconomic notices);
  - d) transactions based on the frozen prices;
  - e) transactions during the suspension of trading;
  - f) transactions based on the price or time manipulation;
  - g) transactions based on the arbitrage between different systems;
  - h) transactions found by the Company as an attempt to perform such forbidden transactions.
21. The trading in financial instruments occurs during specific time frames. The Client shall be notified of the Company's holidays through the Company's Website.

## **VII. FUNDS**

1. At any time, the Client may transfer funds to the Company and from the Company during the course of this Agreement. Such funds shall be added to the trading platform and the Client's trading account and removed from the trading platform and from the Client's trading account by the Company.
2. The deposits, transfers and withdrawals shall be made via the methods and in the currencies or cryptocurrencies accepted by the Company. All details about making deposits, transfers, withdrawals and available currencies and cryptocurrencies should be described on the Company's Website.
3. The Client declares that all funds deposited to the Company are not intended for criminal or illegal activity, in particular for money laundering and terrorism financing. The Client represents and warrants to the Company that by making deposits does not violate the anti-money laundering law anywhere in the world.
4. The Company at any time may request from the Client additional documents confirming the source of funds deposited to the Company. The Company has the right to reject the Client's deposit if the Company has no assurance about the legality of the Client's funds.
5. If the funds deposited by the Client are not added to the Client's trading account, the Client is obligated to notify about this the Company. In order to clarify a matter, the Client is obligated to provide the Company all necessary documents. All costs incurred by the Company to clarify a matter are paid by the Client and may be deducted directly from the Client's funds accumulated on the trading account.
6. The Company does not accept the third party's deposits and the Company does not allow to make withdrawals and transfers to the bank account, online wallet or online cryptocurrency wallet of the third party.

7. The Client cannot use the funds accumulated on the trading account for payments to the third parties.
8. Any funds received by the Company from the Client in the currency or cryptocurrency in which the Client does not have the trading account may be converted by the Company into the currency or cryptocurrency in which the Client has the trading account. In such case, the Company does not bear any responsibility for the negative consequences for the Client resulting from this and the Client does not have any claims against the Company.
9. The Client acknowledges and agrees that the Company is not obligated to pay the Client any interest on funds accumulated on the Client's trading account. The Client waives any rights to receive interest earned on the Client's funds by the Company. The Client agrees that the Company may use the earned interest, in particular to cover fees, costs and other expenses related to the maintenance and management of the Company's bank account, online wallet or online cryptocurrency wallets.
10. The Company executes the withdrawals and transfers of the Client's funds upon receipt of a relevant request from the Client. The withdrawal and transfer request should be submitted by the Client through the trading platform. The Company is not obligated to execute the withdrawal or transfer request submitted in any other way.
11. The withdrawals and transfers of funds from the Client's trading account are executed by using the same method as was used for making deposit and to the same bank account, online wallet or online cryptocurrency wallet of the Client from which the deposit was made.
12. The Company has the right to decline the withdrawal or transfer request and to ask the Client for request the withdrawal or transfer of funds by using the other method than the one which was used for making deposit.
13. The Company reserves the right to execute withdrawals and transfers of the Client's funds only in the currency or cryptocurrency in which the funds were deposited.
14. The Company may reject the withdrawal or transfer request received from the Client, without giving any reasons and without notice, in particular when:
  - a) the request does not include all required information;
  - b) the funds in accordance with the Client's instruction should be transferred to the other bank account, online wallet or online cryptocurrency wallet than to the one from which the funds were deposited;
  - c) the funds in accordance with the Client instruction should be transferred to the bank account, online wallet or online cryptocurrency wallet of third party;
  - d) the funds after the withdrawal or transfer are not sufficient to secure the open position on the Client's trading account;
  - e) the funds accumulated on the Client's trading account cannot cover the amount of withdrawal or transfer and related costs;
  - f) the Company suspects that the profits obtained by the Client are the result of fraud, forgery, abuse or breach of this Agreement or law by the Client.

15. At the time when the Client's trading account is frozen, the Client's funds accumulated on this account are also frozen and the Company does not execute any withdrawal and transfer requests.
16. In the cases specified in point 14 and 15 above, the Company bears no responsibility for the Client's losses and damages, including but not limited to the financial losses and the Client does not have any claims against the Company.
17. The Company is not responsible for any delays, mistakes and the Client's losses or damages caused by the third parties during the execution of the Client's withdrawal and transfer requests. The Client is obligated to pay and cover all fees, costs and other expenses charged by the third parties in connection with the execution of the withdrawal and transfer requests.
18. All fees, costs and other expenses associated with the deposits, withdrawals and transfers are borne by the Client and the Company may deduct them directly from the Client's funds accumulated on the trading account.
19. The Client may submit through the trading platform the request for internal transfer of funds from one of the Client's trading account to another Client's trading account within the Company. The Company reserves the right to limit or prohibit the internal transfers between the Client's trading accounts, at its sole discretion and the Company is not responsible for any negative consequences for the Client resulting from this.
20. The Company is not liable for any mistakes committed during the taking deposits from the Client and at the time of making withdrawals and transfers of funds to the Client. It is understood that if the Client provided wrong data or instructions for the deposit, withdrawal or transfer, the Company may be unable to correct the mistake and the Client may have to bear the losses.
21. The Company may hold the Client's funds and the funds of other Clients in the same bank account, online wallet or online cryptocurrency wallet.
22. By accepting this Agreement the Client gives consent and authorizes the Company to make deposits and to make withdrawals and transfers of the Client's funds to the third party, especially in order to settle the Client's transactions. The third party may hold the Client's funds in one bank account, online wallet or online cryptocurrency wallet and may not be possible to separate the Client's funds from the third parties' funds. In such situations, the Company is not liable for the security of the Client's funds and for the solvency, acts or omissions of the third party. Also in cases mentioned above the Company bears no responsibility of the Client's losses and damages and the Client does not have any claims against the Company.
23. The Client's funds are treated by the Company as its own in order to secure and cover the Client's present and future obligations to the Company. The amount of outstanding liabilities may be automatically deducted from the Client's funds accumulated on the trading account.
24. It is agreed that the Company has the right to transfer the Client's funds to his/her legal successors upon receipt of the certified documents confirming the right to the Client's funds.

## **VIII. FEES, COSTS AND OTHER EXPENSES**

1. The Company is entitled to receive fees from the Client for any services provided to the Client and also to the compensation for any costs and other expenses incurred by the Company for the provision of services, in the amount or percentage rates specified by the Company.
2. The Client acknowledges and agrees that the Company has the right to change the type and the amount or percentage rate of fees, without any prior consultation or prior consent from the Client. All changed fees the Company shall publish on the Company's Website what the Client should check while use the services of the Company, especially before placing any orders.
3. In case of any value added tax or any other tax obligation in relation to the execution of the Client's transactions or any other actions performed under this Agreement for the Client, the amount incurred by the Company is fully payable by the Client. The Client is obligated to pay immediately at the request of the Company and the Company is entitled to debit the Client's trading account with the required amount.
4. After performance of service, the Company may deduct the amount of fee, compensation or interest from the Client's funds accumulated on the trading account. For this purpose, the Company is entitled to make transfers between all Client's trading accounts within the Company. If the Client does not have sufficient funds to cover its liabilities, the Client must deposit additional funds immediately at the request of the Company.
5. The Company may charge the Client interest on any amounts due which are not paid in accordance with the rate set by the Company. Interest shall accrue on a daily basis.
6. The Client's liabilities resulting from the fees, compensations and interest may be paid by the third party on the Client's behalf.
7. Before starting the trading, the Client should consider details of all fees, costs and other expenses for which the Client is liable.
8. The Company is not obligated to disclose or provide to the Client any detailed information or evidence about fees, taxes, costs, and other expenses incurred by the Company in connection with the services provided to the Client.

## **IX. PRIVACY POLICY AND DATA PROTECTION**

1. The Company understands the importance of confidentiality and privacy of the information relating to the Clients and services provided to them.
2. The Company collects the information about the Client directly from the Client, especially during the registration process and from the other persons. This information mainly includes the Client's personal information. The commonly available information or already possessed by the Company without the duty of confidentiality shall not be regarded as confidential.

3. The Company may also collect the information about the Client's use of the Company Website, in particular about the frequency of the visits, the time spent on the Company's Website and about the actions taken.
4. The Company stores the information relating to the Client in the Company's databases in a manner which ensures their security and integrity. The Company undertakes actions and applies means to protect the information relating to the Clients from the access by unauthorized persons.
5. The Company is permitted to use and disclose the information relating to the Client which are required for the provision of services.
6. The Company may use the information relating to the Client in order to provide the information and updates about the Company's activity, including the promotion and marketing information, especially through the Client's email or by the phone.
7. The Company has the right to disclose the information relating to the Client to the third parties, in particular in the following circumstances:
  - a) in the cases provided by applicable law;
  - b) at the request of a court or other relevant public authority;
  - c) in order to take any necessary legal or administrative actions, including to pursue claims through the court or amicably;
  - d) to the third parties to the extent required for the execution of the Client's orders and for any other purpose related to the provision of services to the Client;
  - e) to complete the anti-money laundering procedures;
  - f) to the Company's professional advisors, provided that the advisor shall be informed about the confidentiality of provided information and obligated to maintain confidentiality;
  - g) to the service providers who create, maintain or process databases, offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use the information relating to the Client;
  - h) to the service providers for statistical purposes;
  - i) to the marketing service providers, especially to the call centres, in such case the Company shall disclose only the Client's contact details;
  - j) at the Client's request or with the Client's consent;
  - k) to the legal successors of the Client;
  - l) to the affiliates of the Company or any other company in the same group;
  - m) in other necessary cases not provided in this point.
8. The telephone conversations between the Client and the Company may be recorded and kept by the Company. The recordings of conversations are the sole property of the Company. All such recordings of conversations may be used by the Company, among other things, in the case of a dispute between the Company and the Client. The Company is not obligated to make available the recordings of conversations to the Client.
9. The Client accepts that the Company and any other affiliate of the Company or any other company in the group may make direct contact with the Client, in particular by phone and email, in order to offer their services and products.

10. The Company shall not store the information relating to the Client longer than required. In many cases the information may be stored for considerable periods of time. The retention periods shall be determined taking into account the type of stored information and the purpose for which the information was collected.
11. At any time, the Client may request to change or delete the personal information. The Company shall change or delete the information in accordance with the Client's instructions, except when their further storage is required by the applicable law or to safeguard the activity or claims of the Company.

## **X. CONFLICT OF INTEREST POLICY**

1. The Company is committed to take reasonable steps to detect and avoid any conflict of interest.
2. The rules set out in this paragraph apply to the persons managing and supervising the Company, to the staff of the Company and to any other persons directly or indirectly associated with the Company and refer to the provision of all services to the Clients.
3. The Company takes all necessary measures to identify, manage, prevent and disclose the conflicts of interest with the Clients and between the Clients.
4. The conflict of interest especially may arise when the Company or other person associated with the Company in the course of providing services to the Client:
  - a) may achieve a financial gain or avoid a financial loss at the expense of the Client;
  - b) may have some interest in the results of services provided to the Client or of the transaction carried out on the Client's behalf which is different from the Client's interest in these results;
  - c) may have a financial or other incentive to favour the interest of another Client or group of Clients over the interest of the Client;
  - d) carries on the same business as the Client;
  - e) may receive from the other person than the Client an inducement in relation to the services provided to the Client in the form of money, goods or services other than standard commissions or fees for the services.
5. If in the course of providing services to the Client the actions undertaken by the Company reveal to be insufficient to avoid or manage the conflict of interest associated with this Client, the Company shall disclose the conflict of interest before further provision of the services to the Client.
6. The Client agrees and authorizes the Company to deal with the Client in any manner which the Company considers appropriate, notwithstanding any conflict of interest, without prior reference to the Client.

## **XI. TERMINATION OF THE AGREEMENT**

1. This Agreement is concluded for an indefinite time.



2. The Client has the right to terminate this Agreement, for any reason, upon 7 (seven) business days' written notice which should be sent to the Company by email at [backoffice@thinkcapitals.com](mailto:backoffice@thinkcapitals.com), provided that the Client does not have any open position and the Client is not obligated to pay any amount to the Company. The agreement termination notice is effective and the notice period is counted from the date of receipt of the notice by the Company.
3. The Company may terminate this Agreement, for any reason, upon 7 (seven) business days' notice which should be sent at the Client's email address used for the registration of the trading account. The agreement termination notice is effective at the time of sending and the notice period is counted from the date of sending the notice to the Client.
4. At any time, the Company has the right to terminate this Agreement immediately by sending notice at the Client's email address used for the registration of the trading account, in particular when:
  - a) the Client violates any of the provisions of this Agreement;
  - b) the Client does not perform any of the obligations under this Agreement;
  - c) the Company does not have contact and cannot make contact with the Client;
  - d) the Client involves the Company, directly or indirectly, in any type of fraud;
  - e) the Client is a resident or citizen of the country in which the provision of services by the Company is contrary to the applicable law;
  - f) in the case of death or declaration of the bankruptcy or liquidation of the Client;
  - g) in the case of suspicion of abuse, fraud, forgery or take any other actions which are contrary to the applicable law or good customs.

The agreement termination notice is effective at the time of sending.

5. After the submission of the agreement termination notice by either party of this Agreement, all unpaid amounts by the Client to the Company shall become instantly due and payable. The Company has the right to deduct all the Client's due obligations from the funds accumulated on the Client's trading account.
6. In the case of suspicion of taking actions by the Client which are contrary to the law, provisions of this Agreement or good customs, the Company may, in particular:
  - a) immediately terminate this Agreement;
  - b) refuse to execute any of the Client's transactions;
  - c) close or cancel any of the Client's opened positions;
  - d) reject or refuse to transmit or execute any of the Client's orders;
  - e) cancel any of the Client's orders;
  - f) temporarily or permanently limit the Client's access to the trading platform;
  - g) limit the Client's trading activity;
  - h) remove the Client's profits or refuse to transfer or withdrawal the Client's profits;
  - i) take any legal actions against the Client in order to cover losses and damages incurred by the Company.
7. In the event of termination of this Agreement with immediate effect, the Company shall cancel all the Client's orders and close or cancel all the Client's opened

positions. The Company also has the right to reverse all the Client's transactions deemed to be contrary to the interest of the Company. The termination of this Agreement with immediate effect means a closure of all the Client trading accounts. In this case, the rules set out in the paragraph IV point 18 apply.

8. After the submission of the agreement termination notice by either party of this Agreement and before the end of notice period:
  - a) the Client is obligated to close all opened positions, otherwise the Company after the end of notice period shall close all the Client's opened positions;
  - b) the Company may limit the Client's access to the trading platform;
  - c) the Company is entitled to refuse to accept the new orders from the Client;
  - d) the Company is entitled to refuse to transfer or withdrawal the Client's funds from the trading account if the Client has arrears towards the Company.
9. Upon the termination of the Agreement, the funds from the Client's trading account minus all amounts due to the Company from the Client shall be returned at the Client's request submitted within 3 (three) months from the date of termination of this Agreement. After this deadline, the funds from the Client's trading account constitute a remuneration of the Company for the provided services. In these cases, the Company bears no responsibility for Client's losses and damages, including but not limited to the financial losses, and the Client does not have any claims against the Company.

## **XII. LIMITED LIABILITY**

1. The Company makes no warranties, express or implied, regarding to the provided services.
2. Due to the fact that the Company's trading system is based, inter alia, on the computer networks and the Internet, the Client accepts that the trading may be interrupted because of the circumstances beyond the control of the Company. In such cases, the Company may close or cancel any of the Client's opened position and cancel all of the Client's orders. The Client understands and accepts that the Company may not be able to inform the Client about this type of interference. In these cases, the Company is not responsible for resulting consequences, including the Client's losses and damages.
3. The Company is not liable for any losses, costs or other expenses incurred by the Client and for the Client's obligations resulting from any orders or instructions given by the Client through the trading platform, email, phone or other mean of electronic communication. The Client is solely responsible for all placed orders and given instructions and for their results and also for the accuracy of the sent information.
4. If the Company sends the information regarding to the Client and his/her transactions to the third party by any of the means of electronic communication, the Company is not responsible for delays in the transmission of this information and for the inconsistencies in this information and for resulting consequences, especially when are sent in order to execute the Client's orders.
5. The Company is not liable for any delays or other errors caused during the execution of the Client's orders or during the transmission of the Client's orders via the

Company's trading platform and for resulting consequences, regardless of cause of delay or error.

6. The Company makes no guarantees that the Company's Website, trading platform, emails, phones and any other means needed to provide the services will always be available and will always work. In case of any unavailability or operating interruptions, the Company bears no responsibility for the Client's losses and damages, including but not limited to the financial loss and the Client does not have any claims against the Company.
7. The Company offers services to the professional and non-professional Clients. The Company's services should not be seen as any investment advices or recommendations. The Company is not registered as an investment advisor or brokerage firm.
8. The Client is obligated to cover, at the Company's request, all obligations of the Company and losses, damages, costs or other expenses incurred by the Company in relation to the provision of services to the Client and to the enforcement of the Company's rights under this Agreement, regardless of their cause.
9. The Client is obligated to defend, indemnify and hold harmless the Company against any liabilities, claims, demands, actions, damages, losses, costs or other expenses, including but not limited to reasonable attorney's fees, arising out or relating to the Client's use of the Company's services, violation of provisions of this Agreement or law and violation of any rights of the third parties.
10. The Company and the Company's directors, shareholders, employees, agents and other third parties acting on the Company's behalf are not responsible for any of the Client's obligations, losses, damages, costs and for other expenses caused to the Client during the provision of services and taking actions under this Agreement.
11. The Company does not bear any responsibility of actions, omissions and negligence of third parties, regardless of whether third party is associated with the Company or not.
12. The Company does not bear any responsibility for any of the Client's obligations and for the losses, damages, costs or other expenses incurred by the Client when result from the currency risk and abnormal market conditions.
13. The Company has the right to deduct any claims against the Client from any Client's claims against the Company. The Client may deduct the claims against the Company from the Company's claims against the Client only with the prior Company's consent expressed in writing.
14. Any of the Client's claims arising in connection with the performance of this Agreement may be brought against the Company within 1 (one) calendar month from the date of action or omission of the Company being the basis of the claim. After the indicated time the claim expires.

### **XIII. COMMUNICATION**

1. The official language of the Company is English. All communications between the Company and the Client shall be in English with the exception of oral communication which may be in any language suitable for the Client and the Company.
2. All notices, statements, requests, orders or instructions sent by the Client in another language than English are not binding on the Company and the Company is not obligated to take any action on the basis of them.
3. All notices, statements, requests, orders or instructions should be sent by the Client to the Company by email at [backoffice@thinkcapitals.com](mailto:backoffice@thinkcapitals.com) or, if possible, through the trading platform. These methods of communication are considered a written form.
4. The Company may communicate with the Client through the trading platform, the Company's Website, email, postal services or commercial courier services. Indicated methods of communication are considered a written form. The Company may also communicate with the Client by the phone.
5. All communications sent by the Company to the Client are considered to be effectively delivered:
  - a) if are sent by or are available on the trading platform – at the time of sending or at the time of publication;
  - b) if are published on the Company's Website – at the time of publication;
  - c) if are sent by email – at the time of sending;
  - d) if are sent by postal services – after 7 (seven) days from the date of sending;
  - e) if are sent by commercial courier services – after 7 (seven) days from the date of sending;
  - f) if are sent by phone – at the end of the conversation.
6. The Client's is obligated to save and store all communications sent by the Company.
7. In order to communicate with the Client, the Company shall use the contact details provided by the Client during the registration process. The Client is obligated to notify the Company of each change in the contact details. The Client acknowledges and agrees that all communications if are sent by email shall be always send at the Client's email address provided during the registration process, regardless of later changes.
8. The Client accepts that may contact with the Company only during normal business hours. The Company may contact with the Client beyond the normal business hours.

### **XIV. ASSIGNMENT**

1. At any time, the Company may sell, transfer, assign to the third party or novate any or all of the Company's rights, benefits or obligations under this Agreement. This may be done without limitation, in particular in the event of:
  - a) merger of the Company with the third party;
  - b) acquisition of the Company by the third party;
  - c) reorganization of the Company;

- d) bankruptcy or liquidation of the Company;
  - e) sale or transfer all or part of the Company's business to the third party;
  - f) sale or transfer all or part of the Company's assets to the third party.
2. The Client understands and accepts that in the cases mentioned in point 1 above, the Company has the right to transfer the Client's trading account and the Client's funds to the third party and to disclose and transfer to the third party all information relating to the Client, including but not limited to the Client's documents, personal data, contact details, history of trading activity and correspondence with the Client.
  3. The Company shall inform the Client about the occurrence of the event mentioned in point 1 above.
  4. The Company is not responsible for any consequences resulting from the events indicated in point 1 above, in particular for the Client's losses and damages and the Client does not have any claims against the Company.
  5. The Client is not entitled to sell, transfer, assign to the third party or novate any of rights, benefits or obligations under this Agreement.

## **XV. INTRODUCER**

1. The Company may cooperate with natural persons and legal entities providing services consisting of recommending the Company's services to the potential Clients (the "Introducer").
2. The Introducer is not authorized to enter into any agreements and take any other actions that may give rise to the liabilities of the Company.
3. The Introducer has no authority and ability to negotiate and vary the services offered by the Company and to enter into agreements on behalf of the Company.
4. The Introducer cannot make or give any representations, warranties or other promises concerning the services offered by the Company which are not available on the Company's Website or in the Company's official marketing materials.
5. The Company may pay the Introducer different types of commissions, fees or other remuneration for provided services. The Client accepts that the Company is not obligated to disclose to the Client any of the details regarding to the amount of commissions, fees or other remuneration paid by the Company to the Introducer.
6. The Company is not liable for any agreements which exist or may exist between the Client and the Introducer and for any obligation under these agreements.
7. The Company does not bear any responsibility of actions, omissions and negligence of the Introducer, especially for any obligation of the Client and losses, damages, costs or other expenses incurred by the Client as a result of the Introducer's conduct.

## **XVI. COPYRIGHTS**

1. All elements protected by copyright or being intellectual property on the Company's Website and on the trading platform are the Company's property and the third parties who authorized the Company to use them.
2. The Client may copy, distribute, duplicate, present in public or deliver the copyrighted materials, in whole or in part, to the third parties. The Client may not alter, advertise, broadcast, transfer, sell, distribute or make any commercial use of the copyrighted materials, in whole or in part. Otherwise, the Client is solely responsible for all the Company's losses and damages.
3. All materials and messages delivered to the Company and containing, inter alia, ideas, know-how, techniques, marketing plans, suggestions, comments or other information relating to the Company and the Company's services, may be used by the Company and the Client does not have any exclusive rights to them. In these cases, the Company is not obligated to pay the Client any remuneration or compensation.

## **XVII. FORCE MAJEURE**

1. The Company does not violate any of provisions of this Agreement and is not liable for any losses, damages, costs and other expenses incurred by the Client in the case of non-performance or improper performance of the obligations under this Agreement by the Company when these situations are caused by the circumstances beyond the control of the Company, such as acts of God, acts of any government, acts of terrorism, wars, labour disputes, earthquakes, fires, and floods.
2. The Client acknowledges and agrees that the Company may recognize a specific event as a force majeure event which exists or may occur and the Company shall inform the Client about it.
3. If the Company determines that the force majeure event exists or may occur, the Company has the right to take any necessary and appropriate actions and the Company does not bear any responsibility for non-performance or improper performance of the obligations under this Agreement and for resulting consequences.

## **XVIII. APPLICABLE LAW AND JURISDICTION**

1. The Client accepts that this Agreement and all relations between the Company and the Client are governed by the laws of the Republic of Marshall Islands.
2. The Client accepts that all disputes and claims associated with the performance of this Agreement shall be finally resolved by the competent courts of the Republic of Marshall Islands.

## **XIX. MISCELLANEOUS PROVISIONS**

1. The Client confirms that read, understood and accepts this Client Agreement and all integral parts and that the provisions of this Agreement are legally binding and enforceable.
2. Without prejudice to the provisions of this Agreement, the Company reserves the right to amend this Client Agreement and all integral parts. All amendments shall be published on the Company's Website in the form of a uniform text of the Client Agreement or integral part or in another form. The further use of the Company's services or the Company's Website by the Client constitutes the acceptance of all amendments.
3. The Company has the right to change the information available on the Company's Website and on the trading platform, from time to time. For the purpose of updating, the Client has to visit and check the Company's Website and the trading platform regularly.
4. If at any time, any provision of this Agreement is or shall be illegal, invalid or unenforceable in any respect, under the applicable law or the court verdict, then the other provisions contained in this Agreement remains in force.