

CLIENT'S AGREEMENT № (account №)

This Client's Agreement (the "Agreement") is made between "IncoNeon Limited, registered at Suite 109, 1st Floor, Prince Consort House 109-111, Farringdon Road, London, EC1R 3BW, United Kingdom, and an individual or entity that signed the present Agreement and filled in the Registration Form (hereinafter referred to as Client).

1. Introduction

1.1. This Agreement sets out the terms upon which the Company will render the services to the Client in respect of transactions on international financial markets.

1.2. This Agreement, the Terms of Business (hereinafter referred to as the "Terms of Business"), shall govern all the Client's trading and non-trading operations and should be read carefully by the Client.

2. Rights and liabilities

2.1. Company is obliged to open a trading account for a Client if he/she/it provides the Company with all the necessary information for such operation.

2.2. Company is obliged to transfer to the Client's trading account the monetary sum equal to one that was transferred by the Client to the Company's account taking into consideration clause 3.2. of this Agreement and in terms described in the document.

2.3. Company is obliged to return the funds to the Client on the basis of withdrawal order. The monetary sum is returned with due regard for the rest of the funds on the Client's trading account (clause 3.2. of the Agreement) in terms described in the document.

2.4. Company processes and executes Customer requests and instructions with accordance to the corresponding Terms of Business.

2.5. Company is obliged to execute Client's trading orders accurately in accordance with his/her/its requests excluding matters described in this Agreement.

2.6. Client is obliged to provide the Company with information specified in this Agreement.

2.7. Client is obliged to keep as carefully as possible all the passwords to his/her/its trading account from third parties.

2.8. Client is obliged to carry out all the operations concerning tax payment independently.

2.9. Client is obliged to inform the Company about any changes in the information he/she/it specified in this Agreement.

2.10. Other liabilities of the parties are described in the Terms of business.

3. Payments

3.1. Payments are understood as:

3.1.1. Monetary funds that are transferred by the Client to the Company's account to be calculated on the Client's trading account.

3.1.2. Monetary funds that are transferred by the Company to the Client's bank or another account with accordance to his/her/its withdrawal request.

3.2. All the costs concerning funds transfer including stock exchange, clearing and credit organizations commissions etc. are paid at the Client's expense.

3.3. Company is entitled to return the funds to the Client on the basis of his/her/its request in any currency or by any means that have been already used for payments between Company and Client.

3.4. Client is obliged to support independently the margin level necessary for opened positions. Company is entitled but is not obliged to notify the Client about necessity of funds adding.

4. Company's fee

4.1. Company's fee is a sum that is written off the Clients account as a commission for carrying out trading transactions.

4.2. Fee is written off at each transaction.

5. Terms

5.1. Company is obliged to open account for the Client during 3 working days beginning from the moment of getting all the necessary information described in this Agreement.

5.2. Company is obliged to transfer funds on the Client's trading account (clause 3.1.1.) during 3 working days from the moment of funds remittance to the Company's account.

5.3. Company is obliged to return funds according to clause 3.1.2. of this Client during 5 working days from the moment of Client's request. Client is considered to get the funds at the moment when funds are transferred to the account of the beneficiary bank.

5.4. Client is obliged to provide the Company with all the documents that confirm any changes in the information that is specified in clause 2.9. of this Agreement during 5 working days beginning from the moment when such changes occurred.

6. Responsibility

6.1. Responsibility for violating the clauses of the Agreement is described in it.

6.2. Responsibility for situations that are not described in the Agreement is governed by the corresponding legislation.

7. Amendments and termination

7.1. This Agreement comes into force when it is signed by the parties and does not have any definite validity term. Agreement can also be considered as a public offer.

7.2. Company is entitled to terminate the Agreement.

7.3. Company is entitled to change conditions of the Agreement and its appendices ex curia notifying the Client of such amendments via mail or by putting it on the official web-site.

8. Limitations of liability

8.1. The Client will indemnify the Company for all liabilities, costs, claims, demands and expenses of any nature which the Company suffers or incurs as a direct or indirect result of any failure by the Client to fulfill any of the obligations under this Agreement and the Terms of Business.

8.2. The Company shall in no circumstances be liable to the Client for any consequential direct or indirect losses, loss of profits, missed opportunities (due to subsequent market movement), costs, expenses or damages the Client may suffer in relation to this Agreement, unless otherwise agreed in the Terms of Business.

8.3. The Company may, having just cause, determine that a Force Majeure event exists, in which case the Company will, in due course, take reasonable steps to inform the Client. A Force Majeure Event includes without limitation:

- any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, government sanction, blockage, embargo, lockouts) which, in the Company's reasonable opinion, prevents the Company from maintaining market stability in one or more of the instruments;
- the suspension, liquidation or closure of any market or the absence of any event off of which the Company bases its quotes, or the imposition of limits or special or unusual terms on trading on any such market or on any such event.

9. Governing law and jurisdiction

9.1. This Agreement is governed by and shall be construed in accordance with the international law.

9.2. All the discussions concerning this Agreement should be settled by means of negotiations. If it is impossible, discussion can be transferred to the corresponding institution after all the procedures were appropriately maintained. These procedures are considered to be maintained if one of the parties do not get any answer from another one during 30 days from the moment of sending a claim or getting a refusal to meet the claim.

10. Conclusion

10.2. This Agreement and its appendices come in force after Client opens an account at Company website.