

Client Agreement LITEFINANCE GLOBAL LLC

November 18, 2024





CLIENT AGREEMENT

LiteFinance Global LLC is a limited liability company, hereinafter referred to as "Company", registered in St. Vincent and the Grenadines (registration number 931 LLC 2021). Our legal address is Euro House, Richmond Hill Road, Kingstown, St. Vincent and the Grenadines. The Company provides foreign exchange and arbitrage services in the international Forex market and derivatives markets to any legal or physical person, hereinafter referred to as "Client", in the manner and on the terms set out in this Agreement.

This **Agreement** is a web-based document which does not need to be signed. The **Agreement** comes into effect at the moment of acceptance by the **Client**.

This **Agreement**, other regulatory documents of the **Company**, and **Company's website** can be translated into multiple languages. The translation will have an informative character. In case of any discrepancy between the English version and its translation, the English version shall take priority over other language versions.

The main versions of the **Company's website** are located at https://www.liteforex.com/, https://www.liteforex.com/).

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The local versions of the **Company's website** are:

Indonesian: https://www.indo-litefinance.com/ and http://178.248.238.94/

Vietnamese: https://litefinance.com.vn/

Turkish: https://lite-finance.org/
Uzbek: https://litefinance.co.uz

Cambodian: https://litefinance-kh.com

The main versions of the **Client's Profile** are located at https://my.liteforex.com/, https://my.liteforex.com/, and https://my.liteforex.com/,

The local versions of the Client's Profile are:

Indonesian: https://my.indo-litefinance.com/ Vietnamese: https://my.indo-litefinance.com/

Turkish: https://my.lite-finance.org/ Uzbek: https://my.lite-finance.org/

Cambodian: https://my.litefinance-kh.com/km/

If one or more of the provisions set out in this **Agreement** should be considered to be invalid or unenforceable, the validity and legality of the remaining provisions contained herein shall not in any way be affected.

The Client accepts this Agreement fully and unconditionally when he/she:

- fills in Registration Form to open a trading account with the **Company**, available on free access terms at the **Company**'s official website.
 - makes a deposit in his/her trading account in the manner prescribed by the **Company**.



Glossary

Advisor – Trading account's control algorithm in the form of a program in specialized language "MetaQuotes Language", which sends requests and orders to the server using **Client's Terminal**.

Arbitrage transaction – an operation which consists in buying assets on one market and at the same time selling its counterpart on another market. It locks the difference in the value of these assets on different markets. It's evident that the portfolio value remains roughly the same regardless of the further market movements, as the counter transactions cover each other. Next, as soon as the change in the price difference turns in **Client's** favor, the counter arbitrage transaction is conducted in order to fix the profit. A transaction consisting only in buying (selling) financial assets on one market without selling (buying) them on another market can also be regarded as an arbitrage transaction, provided that there is a considerable price gap between the quotes of these interconnected markets at the moment of opening or closing the transaction.

Archive account – an MT **Trading Account** whose **Balance** is zero and on which no trading, credit, or balance operations have been conducted for 40 calendar days.

Ask – higher price of a quote; price at which the **Client** buys.

Assets for copying – a parameter of **Copy settings** which defines in monetary terms the maximum amount of equity that may be used for opening trades in the **Copy Trader's** account.

Assets, total – Equity in the Main trading account shown in the Client's Profile.

Available for operations – Free margin in the Main Trading account.

Balance – total result of all completed financial transactions and withdrawal/deposit operations.

Base currency – currency of the account, in which all balances, commission fees and charges are denominated for both **Client's Terminal** and **Client's Profile**.

Better price is a lower-than-planned price for a Buy order and a higher-than-planned price for a Sell order.

Bid – lower price of a quote; price at which the **Client** sells.

Client – individual or juridical entity, registered in the **Client's Profile**, conducting conversion arbitrage operations with the **Company** at the quotes provided by the **Company**.

Client's log file – a file created in the Client's terminal which instantly records all requests and orders sent by the Client.

Client's Profile – secure area at the Company's official site designed to provide access to all main account operations and interaction between the Client and the Company in accordance with inbuilt software algorithm.

Client's terminal – software version of MetaTrader x.xxx, with the help of which the **Client** can obtain online information about financial markets (to the extent determined by the **Company**), carry out technical analysis of markets, conduct trading operations, place, modify, delete orders and receive messages from the **Company**.

Commission – a profit share expressed in monetary terms and transferred from the **Copy Trader's** account to the **Trader's** account once every 24 hours automatically.



Company – juridical entity, responsible for providing transactions execution and making payments to the **Client** in accordance with this **Agreement**.

Company's working time – period of time during the working week, when the **Trading Platform** provides execution of transactions on standard currency contracts. Exceptions are weekends, holidays, temporary changes within the **Company** and intervals when service is not available due to technical reasons; in this case the **Company** shall assume measures to notify the **Client** of changes in the working hours and enable the **Client** to eliminate arising risks.

Contract specifications – basic trading conditions (spread, lot size, minimum volume of trading operation, a step change in the volume of trading transactions, initial margin, margin for locked positions, etc.) for each instrument.

Copy settings – parameters of the **Copy Trader's** account which define the rules of **Copy trading**.

Copy Stop Terms – a parameter of **Copy settings** which defines the maximum amount of loss or profit in relation to **Amount to copy**. Once this level achieved, the **Trader's** trades copied earlier are closed and **Copying** of new trades is suspended.

Copy Trader - Client who copies Traders' trades.

Copying a fixed volume of each trade – a copy type that implies that the volume of a trade copied onto the Copy Trader's Account is always identical to the volume pre-set in lots in Copy Settings.

Copying a predefined percent of each trade – a copy type that implies that the volume of a trade copied onto the **Copy Trader's** account is identical to a pre-set percentage of the volume of the respective trade on the **Trader's** account.

Copying in proportion to Copy Trader's equity – a copy type that implies that the volume of a trade copied onto the Copy Trader's account is defined by the ratio of the Amount to Copy to the equity in the Trader's account.

Copying/Copy/Copy trading – opening/closure of a trade in the Copy Trader's account right after an opening/closure of a trade in the Trader's account which has the same direction as the Trader's trade and whose parameters are dependent on Copy settings.

cTrader Dormant account – a **Trading account** with a positive **Balance** opened on the cTrader platform that has not had any trading operations over the past 60 (sixty) days, and that does not have any open trades, regardless of any activity registered in other **Trading Accounts** in the **Client Profile.**

Current price – the last actual price at the moment of processing the order.

Current change – unfixed profit or loss in all open trades in the **Main Trading account**.

Developer – Company "MetaQuotes Software Corp", the developer of the trading platform.

Equity – secured portion of the **Client's** deposit with the account of open positions which is bound to **Balance** and **Floating** (**Profit/Loss**) with the help of the following formula: **Balance** + **Floating** + **Swap**. These are the funds on the **Client's** account decreased by the amount of the current loss on the open positions and increased by the amount of the current profit on the open positions.

Equity used – Margin in the **Main Trading account**.

Flow of Quotes – sequence of quotes for each instrument in the trading platform.



Force Majeure – events that cannot be foreseen and prevented. As a rule, these are: natural disasters, wars, acts of terrorism, acts of government, legislative or executive authorities, hacker attacks, and other unlawful acts against servers resulting in destabilization of the market(s) where of 1 or several trading instruments are traded.

Free Margin – funds which are not used as margin for open positions. It is calculated as follows: **Free Margin** = **Equity** minus **Margin**.

Full volume copying 1 to 1 - a copy type that implies that the volume of a trade copied onto the Copy Trader's Account is equal to the volume of the respective trade in the Trader's account.

Fully completed transaction – consists of two counter deals of similar size (opening and closing of a position): purchase with the subsequent sale or sale with subsequent purchase.

Hedge Margin – deposit required by the **Company** to open and maintain hedged positions and indicated in contract specifications for each instrument.

Main Trading Account – a Trading account used for Trading and Non-trading operations within the Client's Profile and/or shown in Traders' Rating.

Margin – money deposit required by the **Company** to open and maintain positions.

Margin Level – indication showing the state of the account. It is calculated as follows: (Equity/Margin)*100%.

Margin Trading – conducting of arbitrage operations with contracts on currencies in which the volume of open positions exceeds several times the size of the variation margin.

Market Execution – Type of order execution when the Company makes a decision concerning the execution price without preliminary agreement with the Client. Sending a market order in this mode implies accepting beforehand a price at which the order will be executed.

Market opening – resumption of trading after weekends, holidays or a break between trading sessions.

Market sentiment – the ratio of a total "buy" or "sell" volume to a total volume of all positions in a given instrument expressed in percentage.

MT Dormant account – a **Trading account** on an MT platform with a positive **Balance** on which no balance operations have been conducted over the last 90 days, and with no open positions. Other MT **Trading accounts** in the **Client Profile** also comply with these conditions.

Non-market quote (spike) – a quote which meets each of the following terms: significant price gap; return of the price within a short period of time to the initial level with a price gap; absence of fast price dynamics before this quote; lack of macro-economic developments and/or corporate news, having significant impact on the instrument rate at the moment when it turns up (the **Company** has the right to delete information about **Spikes** from the server's database).

Non-trading operation – a process of funds depositing in a trading account (withdrawal of the funds from a trading account) or a process of granting (repayment) of credit, or distribution of funds to the accounts within the **Client's Profile**.

Normal market – see "Normal market conditions".



Normal market conditions – state of the market, satisfying each of the following conditions: absence of long breaks in the receipt of quotes to the trading platform; absence of fast price dynamics; lack of significant price gaps.

Opened position – the result of the first part of a completed transaction. As a result the **Client** is obliged: to make an opposite transaction of the same volume and maintain **Equity** of his/her account not below the Stop Out level established for this type of account.

Order – **Client's** instruction to the **Company** to open or close position when the price has reached the level of the order.

Payment Currency - currency, in which deposits and withdrawals are executed

Pending order – **Client's** instruction to the **Company** to open (close) position when the price reaches the level of the order.

Percent of each trade's volume – a parameter of Copy settings for the "Copying a predefined percent of each trade". It represents a ratio (in %) of the volume of the trade copied onto the Copy Trader's account to the volume of the respective trade in the Trader's account. It may vary from 1% to 100,000% in 1% increments.

Personal Profile – account which contains the information required to identify a user when logging in to the system and the information necessary for authorization and records.

Point – a low-order unit of a quote.

Politically exposed person (PEP) is a natural person that plays an important societal role within a country or in the global arena. Politically exposed persons include current or former government employees, state companies' managers, politicians, and their relatives and close associates. Please consult our <u>AML policies</u> for more details on PEP identification methods.

Price gap – either of two situations: **Bid** of the current quote is higher than **Ask** of the previous quote; **Ask** of the current quote is less than **Bid** of the previous quote.

Price gap at the market opening — either of two situations: **Bid** of the opening market quote is higher than **Ask** of the closing market quote; **Ask** of the opening market quote is less than **Bid** of the closing market quote.

Price of the order – price specified in the order

Price prior to spike - closing price of a minute bar prior to the minute bar with **Spike**.

Profit sharing – a share (%) in the **Copy Trader**'s profit made over a completed trading period whose amount is determined by the **Trader** and which shall be paid into the **Trader's account** from the **Copy Trader's account** as a **Commission** for **Copy trading**.

Server – software of MetaTrader Server x.xxx, which processes **Client's** orders and requests, provides the **Client** with online information about trades in the financial markets (to the extent determined by the **Company**), keeps record of mutual obligations between the **Client** and the **Company** and controls compliance with terms and restrictions.

Server's log file – a file created by the server which instantly records all requests and orders sent by the **Client** through the **Trading platform**, and the results of their processing.

Size of lot – amount of base currency in one lot, defined in the contract specification.



Spike - see «Spike quote».

Spread – difference between **Ask** and **Bid** quotes in pips.

Statement – full list of completed transactions and non-trading operations on the trading account.

Stop&Limit - a parameter which allows setting any type of pending order at the distance from a current price level equal to or higher than the value of this parameter expressed in points.

Swap (swap - storage) – funds which are withheld or added to the **Client's** account for prolongation (suspension) of a position until next day.

The trading server time (platform time) – the time displayed on the web platform at <u>my.litefinance.org</u>. It corresponds to GMT+3 from the last Sunday in March until the last Sunday in October. On all other days, it corresponds to GMT+2.

Ticket – unique identification number assigned to each open position or pending order in the trading platform.

Trader – Client whose Main Trading account is shown in Traders' Rating.

Traders' Rating – a special table which displays the latest aggregate information on registered **Traders.**

Trading account – unique personified register of operations in the trading platform opened by the **Client** with the **Company** which records the **Client's** and the **Company's** obligations and liabilities arising out of transactions conducted under this **Agreement**.

Trading interval – a period of time which starts as soon as **Copy Trading** has started or right after a **Commission** payment, and which ends right before the next **Commission** payment.

Trading operation – buying or selling of an instrument by the **Client**.

Trading platform – a set of software and hardware which provides information about trading in the financial markets in the real time mode, enables trading transactions, records mutual obligations of the **Client** and the **Company** and controls compliance with terms and restrictions. In simplified form for the purpose of this **Agreement**, it consists of **Server**, **Client's terminal and Client's Profile**.

Trading session – time interval during which the **Company** accepts and processes requests for conducting transactions with trading tools that are not traded 24 hours, and also releases flow of prices for these tools.

Transaction – the whole range of trading operations when funds are transferred from base currency into the currency of a quote and vice versa.

Volatility – instability, variability of market rates over a concrete period.

Volume – a parameter of **Copy settings** for the "**Copying a fixed volume of each trade**" which defines the volume of the trades to be copied onto the **Copy Trader's account**. It's measured in lots.

Volume of trading operations – number of lots multiplied by a lot size.

Worse price – a higher-than-planned price for a Buy order and a lower-than-planned price for a Sell order.



1. Terms of work

- 1.1. **Trading account** operations are conducted in accordance with this **Agreement** which is available for downloading on the **Company's** official website.
- 1.2. The **Company** does not pay interest on the funds deposited in the trading accounts and not used in trading.
- 1.3. The **Client** is under no circumstances allowed to use technical failures and eventual vulnerability of the operation of the **Trading Platform** for making profits. Upon detection of such facts, the **Company** reserves the right to compensate for losses caused by the **Client's** actions at the expense of the **Client** (by use of funds available in the **Client's** accounts) and terminate this **Agreement** unilaterally.
- 1.4. The **Company** will recognize **Client Profiles** and **Trading accounts** as immediately interrelated if any of such parameters as Metaquotes CID, Google Analytics ID, or IP address coincide, or if the **Client** attempts to use the same payment system account in different **Client Profiles**.
 - 1.4.1. The **Client** agrees that the **Company** has the right to receive a refund of the losses arising from the **Client**'s activity in their immediately interrelated **Trading accounts** using the funds held in any of those **Trading accounts**.
 - 1.4.2. Eventual losses include but are not limited to the following: refund of payment systems' fees; refund of negative balance; affiliate commissions earned in breach of Affiliate Agreement terms; positive swaps; any other losses that may occur directly or indirectly as a result of the **Client**'s failure to comply with this **Agreement**.
- 1.5. Under the terms of **Copy Trading** provision, the **Company's** liability shall be limited to providing the **Clients** with due technical operation of the **Copy Trading** software and **Server**, and shall not concern **Traders'** trading results.
 - 1.6. **Non-trading operations** within **Client's Profile** targeted at gaining profit are banned.
- 1.7. MT Trading accounts in the Client Profile will be qualified as "MT Dormant Accounts" if none of them has had any balance operations for the past 90 days and none of them has any open trades (pending orders are not considered). If a position is opened or a balance operation is conducted in any MT Trading account in the Client Profile, MT Trading accounts will not be qualified as Dormant.
 - 1.7.1. The **Company** undertakes to inform the **Client** that their MT **trading account** will be qualified as Dormant 7 (seven) calendar days before by sending them an email to the registered email address and a message via the **Client Profile** chat.
 - 1.7.2. The **Company** charges an **MT Account dormancy** fee of 10 US dollars (or the equivalent in another currency) every 30 calendar days. If the account **Balance** is less than the dormancy fee, the Client will not be obliged to compensate for the missing amount.
 - 1.7.3. MT Account Dormancy fees are charged automatically every 30 calendar days.
 - 1.7.4. An MT **Trading Account** becomes an **Archive account** 40 calendar days after its **Balance** becomes equal to zero, regardless of the appearance of open positions or balance operations in any other **Trading Account** in the **Client Profile**.
- 1.8. A cTrader **Trading account** will be qualified as a "**cTrader Dormant Account**" if it has not had any **Trading operations** for the past 60 (sixty) days and does not have any open trades (pending orders are not considered). Opening a position or conducting a balance operation in other



Trading accounts in the **Client Profile** will not be a reason for not qualifying a **cTrader account** as **Dormant**.

- 1.8.1. The **Company** undertakes to inform the **Client** that their cTrader **Trading account** has been qualified as **Dormant** by sending them an email to the registered email address and a message via the **Client Profile** on the same day.
- 1.8.2. The **Company** charges a **cTrader Account dormancy fee** of 10 US dollars (or the equivalent in another currency) every 30 calendar days. If the account **Balance** is less than the dormancy fee, the **Client** will not be obliged to compensate for the missing amount.
- 1.8.3. **cTrader Account Dormancy fees** are charged automatically every 30 calendar days.

2. Procedure of opening an account

- 2.1. A **Client** of **LiteFinance** can be a natural person of full legal age or a juridical person.
- 2.2. The **Client** fills in a registration form to create his/her **Personal profile** in the **Client's Profile** and opens an account with the **Company** in the **Client's Profile** which is freely available on the **Company's** official website.
 - 2.3. The **Client** has the right to register only one **Personal Profile**.
- 2.4. The **Client** receives an electronic access to account management when registering his/her **Personal Profile**.
- 2.5. Deposit and withdrawal operations are executed in the currency stipulated for given type of trading account through appropriate interface of the **Client's Profile**.

3. Description of Copy Trading

- 3.1. The **Company** provides automation of **Copy Trading** according to current **Copy Settings** by use of **Trading Platform**; calculation and payment of **Commission**; update on the state of **Traders' accounts** in **Traders' Rating**.
- 3.2. The **Company** reserves the right to deny the **Client** the **Copy Trading** service and/or display of his/her account in **Traders' Rating** with no reason given.
- 3.3. The **Client**'s acceptance of the terms of the **Agreement** does not form contractual relationships between the **Copy Trader** and **Trader** and therefore does not result in concluding an agreement between them.
 - 3.4. The **Trader** has a right to use any trading strategy complying with this **Agreement**.
- 3.5. The **Trader** conducts trades by use of his/her own funds and does not provide asset investment services or advice to **Clients**.
- 3.6. The **Copy Trader** has a right to set the parameters of **Copy settings** independently, including the possibility to change the **Percent of the Volume**, which allows him/her to equate trading risks in the **Copy Trader's account** with the risks in the **Trader's account**, or cut them down to an acceptable level.



- 3.7. The **Trader** has a right to set his/her **Profit Share** in a 0% 100% range and change it at any time. At the same time, the new value of **Profit Share** will not apply to the existing trading accounts of **Copy Traders**.
- 3.8. Allowing his/her account to be shown in **Traders' Rating**, the **Client** confirms his/her consent to **Copying** trades from this account.
- 3.9. To start Copying, the Client shall choose a Trader from Traders' Rating and a Copy type, specify Amount to copy and Copy Settings relevant to the selected Copy type.
- 3.10. The **Copy Trader** has the right to change the **Copy** type or settings at any time according to their current **Copy Type**. Changes will not apply to the trades copied earlier and will only concern subsequent trades.
- 3.11. **Trader** understands and agrees that, on the account available for **Copying** trades from locked positions cannot be closed using **Trading Platform's** functions «Close#... by#...» and «Multiply Close By» described in paragraphs 6.21 and 6.22.
 - 3.12. **Trades** from the **Trader's** own account may not be copied.
- 3.13. Trades from the **Trader's** account are copied to the **Copy Trader's** account provided that there is enough equity on the **Copy Trader's** account. The **Company** does not pay **Commission** for the trades that were not copied because of lack of equity in the **Copy Trader's** account.
- 3.14. The trades copied onto the **Copy Trader's account** are executed at current market prices which therefore can be different from the prices at which the respective trades have been executed in the **Trader's Account**. The **Company** does not compensate for an eventual difference in profit/loss and eventual difference in **Commission** amounts concerning such trades.
- 3.15. If the volume of a trade to be copied onto the **Copy Trader's account** is more than the maximum trade volume set by the **Company** on the trading server for a particular trading instrument, the trade shall be copied with the maximum trade volume applicable to this trading instrument on the trading server.
- 3.16. If the volume of a trade to be copied onto the **Copy Trader**'s account using the copy type "**Copying in proportion to Copy Trader's equity**" is less than the minimum trade volume set by the **Company** on the trading server for a given trading instrument, the trade shall be copied with the minimum trade volume applicable to this trading instrument on the trading server and shall not be copied if another copy type is used (see paragraph 3.19).
- 3.17. When calculating the volume of a trade to be copied onto the **Copy Trader's Account**, the volume shall be rounded to a value equal to 1 trade volume increment set for the trading instrument.
- 3.18. All **Copy Settings** shall be determined by the **Copy Trader** independently. The **Trader** cannot influence the choice of **Copy Type** but they can pause and resume **Copy Trading** in their **Copy Traders**' accounts. If **Copy Trading** is paused, existing trades in the **Copy Trader**'s account will be closed together with the **Trader**'s trades, and new trades will not be opened.
 - 3.18.1. The **Copy Trader** can pause and resume **Copying** the **Trader**'s trades. If **Copy Trading** is paused, existing trades in the **Copy Trader**'s account will be closed together with the **Trader**'s trades, and new trades will not be opened.



- 3.19. The **Company** provides four types of **Copy Trading** and each of them has different parameters of **Copy Settings**:
 - 3.19.1. **Full volume copying 1 to 1.** This **Copy** type implies that the volume of a trade copied onto the **Copy Trader's** account is equal to the volume of the respective trade in the **Trader's Account**.
 - 3.19.2. Copying a fixed volume of each trade. This Copy type implies that the volume of a trade copied onto the Copy Trader's account is always identical to the Volume pre-set in Copy Settings.
 - 3.19.3. Copying a predefined percent of each trade. This Copy type implies that the volume of a trade copied onto the Copy Trader's account is equal to the volume of the respective trade in the Trader's account multiplied by the Percent of the Volume. The following formula applies to this Copy type: Trade volume in the Copy Trader's account = Trade volume in the Trader's account * Percent of the Volume /100
 - 3.19.4. Copying in proportion to Copy Trader's equity. This Copy type implies that the volume of a trade copied onto the Copy Trader's account shall be computed by use of the following formula:

Trade volume in the **Copy Trader's** account = Trade volume in the **Trader's** account * **Amount to copy/Trader's** Equity, where

Amount to copy is defined by Copy Settings;

Trader's Equity is the amount of funds in the Trader's account at the moment of trade copying.

- 3.20. In order to limit potential losses in the **Copy Trader's** account, the **Client** may set **Copy Stop Terms**:
 - a) Maximum profit expressed in the **Copy Trader's** account currency. This value reached, **Copying** will be suspended and trades copied earlier will be closed;
 - b) Maximum loss expressed in the **Copy Trader's** account currency. This value reached, **Copying** will be suspended and trades copied earlier will be closed;
- 3.21. The equity amount in the **Copy Trader**'s account is compared with the **Copy stop terms** every 15 (fifteen) seconds.
- 3.22. A **Commission Payment**, which automatically occurs once every 24 hours, marks the end of a **Trading Interval** in the **Copy Trader**'s account. If the **Commission** has not been paid, a **Trading Interval** is not deemed to be finished and will be extended until one of the following events occurs: **Commission** payment; the **Copy Trader** stops Copy trading; the **Trader**'s account is removed from the **Traders' Rating**.
- 3.23. Payment of **Commission** from a **Copy Trader's** account occurs if there is a positive aggregate profit from copied trades, with a change of unrecorded profits or losses in all the trades opened in the **Trader's** account during a **Trading interval** recognized. Only the trades copied from the **Trader's** account and closed after the previous payment of **Commission** are considered when computing profits.
- 3.24. During **Commission payment**, **Commission** is deducted from the **Copy Trader's** account and transferred to the **Trader's** account.



- 3.25. The amount of **Commission** is computed by means of the following formulas:
- 3.25.1. If the aggregate profit from the copied trades closed during a **Trading interval** and a change of unrecorded profits from all the trades opened in the **Trader's** account during a **Trading interval** is more than or equal to zero, **Commission** = Aggregate profits from copied trades over **Trading interval** * Profit Share / 100.
- 3.25.2. If the aggregate profit from the copied trades closed during a **Trading interval** is more than zero, and there are unrecorded losses in all the trades opened in the **Trader's** account, and the absolute value of a change of unrecorded losses over a **Trading interval** is more than the aggregate profit from the closed trades, then **Commission** shall not be paid.
- 3.25.3. If the aggregate profit from the copied trades closed during a **Trading interval** is more than zero, and there are unrecorded losses in all the trades opened in the **Trader's** account, and the absolute value of a change of unrecorded losses over a **Trading interval** is less than the aggregate profit from the closed trades, then **Commission** is computed as follows: **Commission** = (Aggregate profits from copied trades over **Trading interval** minus Absolute value of a Change of unrecorded loss over **Trading interval**) * Profit Share / 100.
- 3.26. All settlements between the **Trader** and the **Copy Trader** are realized only by use of the special software developed by the **Company**. If **Commission Payment** has not taken place due to a technical failure, it shall be executed as soon as the failure has been eliminated and the operation of the **Client's Profile** has been resumed in full.
- 3.27. A request for **Commission Payment** is made automatically in **Copy Trader's** each particular **Account** in the following cases:
 - a) End of Copying;
 - b) Change in Copy Trading amount.
- 3.28. In case there is not enough equity to pay out **Commission**, a partial payment equal to the amount of available equity will take place.
- 3.29. The **Copy Trader** has a right to end **Copying** at any time. At the same time, the **Copy Trader** realizes and agrees that all current copied trades will be closed at current prices. All settlements and **Commission Payment** take place automatically before the end of **Copying**.
- 3.30. For the **Trader's account** to be removed from **Traders' Rating**, the following actions shall be performed in the given order:
 - a) Request to perform automatic settlements and **Commission Payment** in all current **Copy Traders' accounts**;
 - b) Closure of all copied trades in **Copy Traders**' accounts;
 - c) Detachment of all Copy Traders from the given account.
- 3.31. The **Trader** has the right to stop **Copy Trading** in his/her **Main Trading Account** at any time. At the same time, all current trades in the account remain open.
- 3.32. The **Company** has the right to remove the **Client's Account** from **Traders' Rating** with no reason given and with subsequent notice, and in the following cases:
 - a) Drop of the **Trader's account** overall profitability to/below -95% (minus ninety-five percent);



- b) No activity in the account in a 30-day period;
- c) Detecting fraud or violation of the provisions of this **Agreement** or a suspicion that the **Trader** has performed actions aimed at making illegal profits from using the **Client's Profile**.
- 3.33. The **Copy Trader's** account equity available for withdrawals is decreased by the current **Commission** amount.
 - 3.34. The **Copy Trader** fully accepts all risks that may be related to **Copy Trading**.
- 3.35. The **Copy Trader** assumes responsibility for providing enough funds to open and maintain positions in his/her account, and for paying **Commission**.
- 3.36. The **Copy Trader** understands and agrees that aggregate margin requirements in the **Copy Trader's** and **Trader's** accounts may be different.
- 3.37. The **Copy Trader** understands and accepts all possible risks related to losses or missed profits incurred as a result of rounding values when using **Copy Settings**.
- 3.38. The **Copy Trader** accepts the fact that the suspension of **Copying** upon reaching **Copy Stop Terms** can take place at a later time and result in a bigger maximum loss.
- 3.39. The **Trader** assumes the risk of not receiving **Commission** or a part of **Commission** due to the absence of necessary funds in the **Copy Trader's** account at the moment of **Commission Payment**. The **Company** shall not be held liable for compensation of missed **Commission** if the amount cannot be debited from the **Copy Trader's** account in full.
- 3.40. Under no circumstances shall the **Company** assess the competence and business/ ethical qualities of **Traders** and be liable for incurred losses or missed profits.
- 3.41. The **Company** shall not be held liable for the risk of deliberate or inadvertent failure of the **Trader** to safeguard interests of **Copy Traders**. In such cases, all risks shall be the responsibility of **Copy Traders**.

4. Settlement procedure

- 4.1. The **Client** has the right to withdraw his/her own funds which are not encumbered with deposit obligations or **Commission** payments in case of **Copy Trading**.
 - 4.2. Money transfers are made within 1-3 banking days.
- 4.3. Money transfer can be deferred by the **Company** for the period of 14 working days in exceptional cases requiring verification of compliance of trading and non-trading operations conducted by the **Client** with the terms and conditions of this **Agreement**. If such situation occurs, **Company** shall immediately notify **Client** by e-mail specified in the **Client Profile**. The **Client** has the right to request the status of the verification process only by contacting Trading operations department by e-mail at: trading@litefinance.com.
- 4.4. The **Client's** payment instruction received, the amount to withdraw is deducted from the **Client's** account balance at the moment of receiving the payment instruction.
 - 4.5. In case of return of funds, the **Client** pays transfer fees.



- 4.6. The **Client** gives all instructions related to deposits and withdrawals of funds from the account through the **Client's Profile** in the order determined by the algorithm of **Client's Profile** operation.
- 4.7. The **Company** corrects fixed negative balances in trading accounts once a negative value is displayed in the "Balance" column on the trading platform. Correction (setting to zero) of trading accounts shall be applied solely to those accounts in which no trades are conducted at the moment of correction, i.e. no active open trading positions are present (pending orders will not be considered). Bonus funds are deducted from the "Credit" column with the comment "bonus_out (negative balance)". At the same time, funds in the amount equal to the negative balance value are put into the account with the comment "Zero Balance Correction".
- 4.8. The **Client** can withdraw funds from his/her account using any payment system which is accessible in the **Client's Profile**.
 - 4.8.1. If funds withdrawal is made via electronic payment systems, the withdrawal is possible only to the same system and with the same payment details within the system that were used to top up the trading account, and in same currency in which the deposit was made. If the account was topped up by different ways, in various currencies and using different payment details, withdrawals should be made proportionally.
 - 4.8.2. If the **Client's** payment details within the payment system are changed for some reason, the **Client** shall notify the **Company** by sending an email to the financial department with a photo where the **Client** is holding an ID close to his/her face attached. Otherwise, the **Company** reserves the right to deny funds withdrawal by use of new payment details.
 - 4.9. Deposit of Client's funds can be made by any methods available on the Company's site.
 - 4.9.1. The **Client** acknowledges that in case of software failure there can be delays in depositing funds in his/her trading account.
 - 4.9.2. The **Company** undertakes to deposit funds in the **Client's** trading account in case of any software failure resulting in delay in automated deposit provided that the **Company** was informed about the delay by the **Client.**
- 4.10. The **Client** agrees to provide full-size color copies of the front and back sides of their bank card and fully verify their profile (ID, phone number, email, and address) when they fund their account using a bank card. Once the account is funded and before the card is verified, the **Client** cannot trade in their account, and the account is in "read-only" mode.
 - 4.10.1. Should the **Client** refuse to provide the necessary documents, the **Company** reserves the right to refund the money to the sender's card and disable the option of funding **Trading accounts** using a bank card for this **Client**.
- 4.11. The **Client** agrees that their client profile (ID, phone number, email, and address) must be fully verified for the **Client** to withdraw funds from the account using a bank card. If the **Client** refuses to verify their client profile, they cannot request a money withdrawal.
- 4.12. The **Client** agrees that their client profile (ID, phone number, email, and address) must be fully verified for the **Client** to withdraw funds from the account using cryptocurrency. If the **Client** refuses to verify their client profile, they cannot request a money withdrawal.



- 4.13. The **Company** doesn't charge any deposit or withdrawal fees from **Clients'** trading accounts.
- 4.14. The **Client** understands and accepts the fact that his/her money withdrawal request may be declined, and money will be retransferred to the **Client's** account if the **Client** did not provide necessary identification information (copy of ID document, bank card or any other documents required by the **Company** based on the AML policy) upon the **Company's** request via the **Client's Profile** within 7 (seven) business days following the request.
- 4.15. The **Client** agrees that the **Company** may accept and make payments through payment agents. In particular, Skrill and Neteller payments are processed through LiteFinance Consulting Limited registered at Suites 51 Victoria House, 26 Main Street, GX 11 1 AA, Gibraltar, and acting as a payment agent of LiteFinance Global LLC.

5. Types of trading account and their parameters

5.1. The types of trading accounts which the **Client** opens with the **Company** are determined by the description to be found in **Client's Profile.** The parameters of the trading accounts available to the **Client** are preset by the **Company** within the functional limits of the **Client's Profile.** The main parameters of trading accounts are the following:

Lot size;

Leverage;

Margin Call level;

Stop Out level;

Base currency.

- 5.2. The parameters of the trading accounts available to the **Client** are specified on the **Company**'s official website in the "Account types" section.
- 5.3. The **Company** has the right to modify the leverage size of the **Client**'s trading account anytime according to the description stated in the **Client's Profile** and on the **Company**'s official website in the "Account types" section. At the same time, the **Company** undertakes that the **Client** will be post factum informed of any modification by email.

6. Trading operations

- 6.1. When conducting trading operations, "Market Execution" quoting mechanism is applied, regardless of the **Client's** account type.
 - 6.2. **Client's** requests are processed through the following consecutive stages:
 - a) The Client makes a request which is checked for correctness in the Client's terminal;
 - b) The **Client's terminal** sends the request to the server;
 - c) The **Client's** request is received by the server where it's checked for correctness. The corresponding message appears in the log of the trading terminal;
 - d) The **Server** sends the result of the processing to the **Client's terminal**;



- e) Once stable connection between the **Client's terminal** and the **Server** set, the **Client's terminal** receives the result of the processing of the **Client's** request.
- 6.3. The **Client** may cancel the request sent earlier before it's accepted for processing.
- 6.4. The time of processing depends on the quality of terminal-server connection and the market state. Under normal market conditions, the processing of a client's order usually takes 3-5 seconds, in other market conditions the time of processing can amount to 5-15 seconds, as a rule.
 - 6.5. The **Server** can refuse the **Client's** request in the following cases:
 - a) At the opening of the market, with the message "No price", if the **Client** makes a request before the first quote is provided into the trading platform;
 - b) If there are no available funds for opening a position (with the message "Not enough money");
 - c) Under market conditions different from normal ones.
- 6.6. A **Trading account** automatically switches to the "read-only" mode if the number of requests sent by **Client** to **Server** exceeds 1000 (one thousand) in 300 seconds.
 - 6.6.1. A **Trading account** will be blocked if the number of requests sent by **Client** to **Server** exceeds 10000 (ten thousand) in 3600 seconds.
- 6.7. The **Client** confirms that the **Company** can modify, add, and rename the **Company's** Services provided in accordance with this **Agreement**, with a subsequent notification.
- 6.8. The **Company** has the right to modify the margin amount required to maintain all open positions without prior notice to the **Client** in case of force majeure circumstances or increased volatility conditions (for example, during New Year's week).
 - 6.8.1. The **Company** reserves the right to modify the margin requirements for opening positions and the leverage of the trading account before the market closes, after the market opens, before weekends and holidays.
- 6.9. The **Company** has the right to increase margin requirements for opening new positions on certain instruments, as well as to reduce the leverage for the trading account, for a period of no more than 30 minutes before and 30 minutes after the publication of important macroeconomic news and other events that can lead to increased volatility in the market, without prior notice to the **Client**. In this case, the margin requirements adjustment does not affect the previously opened positions.
- 6.10. The **Company** has the right to increase margin requirements for CFDs on shares 14 calendar days prior to the publication of statements, the dividend adjustment calculation date, and/or the release of important news.
- 6.11. The **Company** only ensures execution of **Client's** trading operations without providing assets management or recommendations.
- 6.12. The **Client's Profile** shall be the main means of sending requests. The **Client** has the right to give an order to **LiteFinance** operator by phone only in case of impossibility of sending an order through the **Client's Profile** for some technical reasons. A phone conversation with the personnel of Trading Operations Department shall be carried out in English.
 - 6.12.1. To conduct trading operations by phone, the **Client** may contact an officer of Trading Operations Department, specifying his/her trading account number, phone password, and all the necessary transaction parameters, such as trading tool, transaction volume, type of order



(instant or pending), and so on. Any request communicated by phone shall be considered as accepted by the **Company** if the following conditions are satisfied:

- a) The substantial conditions of the request are repeated (pronounced aloud) after the **Client** by an officer of the Trading Operations Department;
- b) The **Client** confirms his/her request after the substantial conditions are repeated by an officer.

For example:

- LiteFinance, Alex on the line.
- My account number is 11111. John Johnson. The phone password "TREND".
- How can I help you?
- I want to buy 0.2 lots of EURUSD with the following parameters: at the current market rate, no "Take profit" order, Stop loss at 1.3850.
- Do you confirm your request to buy 0.2 lots of EURUSD with the following parameters: no "Take profit" order, Stop loss at 1.3850 at the rate 1.3875?
- I do.
- Done.
- Thank you.
- Glad to help you.
- 6.12.2. The **Company** may enlarge the number of means for sending **Clients'** requests with a notification message to the clients.
- 6.13. A "Buy" operation is opened at the "Ask" price. A "Sell" operation is opened at the "Bid" price. A "Buy" operation is closed at the "Bid" price. A "Sell" operation is closed at the "Ask" price.
 - 6.13.1. In case the total volume of the **Client's** open transactions exceeds the limits indicated in base currency in the trading conditions specified on the **Company's** official website, the **Company** reserves the right to change the trading conditions with notification to the **Client**:
 - a) change transaction minimum volume;
 - b) change leverage size;
 - c) change margin requirements for one or several trading tools.
 - 6.13.2. The **Company** has the right to cancel or revise the results of the **Client's** transaction in the following cases:
 - a) The transaction is opened/closed at a **Non-market quote**;
 - b) In case of **Server** malfunctions.
 - 6.13.3. The **Company** has the right to increase spreads under certain conditions (for instance, in case of high volatility during New Year's weeks). Please acquaint yourself with the table of current spreads on the **Company's** official website in the "Trading conditions" section.
- 6.14. Swaps apply to each open position when a position is carried over to the next business day (including from Friday to Monday). Triple swaps are applied in the night from Wednesday to



Thursday or in the night from Sunday to Monday, based on a trading asset type. Current swap values are specified on the **Company**'s official website in the "Trading assets" section and the **Contract specification**.

- 6.14.1. The **Company** has the right to cancel the Islamic/swap-free status of an account and calculate swaps for having carried over transactions if the **Client** has broken the terms of this service provision. Islamic/swap-free accounts are provided solely with the purpose of avoiding a breach of religious canons. The **Company** has the right to start charging a fee for servicing Islamic/swap-free accounts at any time. In this case, the **Client** undertakes to compensate the **Company** for any charges connected with rolling the **Client's** trading positions over to the next trading day.
- 6.15. A position is opened by means of sending a request from the **Client's terminal** or the **Client Profile** to the **Server**. Optional parameters can be changed for open orders.
 - 6.15.1. Mandatory and sufficient parameters of a client request:
 - a) Name of the tool;
 - b) Trading operation volume.
 - 6.15.2. Optional parameters of a client request:
 - a) Level of the stop-loss order. The value 0.0000 means that the order isn't placed (or is removed if placed before);
 - b) Level of the take-profit order. The value 0.0000 means that the take-profit order isn't placed (or is removed if placed before).
 - 6.15.3. In order to send a "Buy" request with no adviser applied, please click on the "Buy" button in the window of the trading order.
 - 6.15.4. In order to send a "Sell" request with no advisor applied, please click on the "Sell" button in the window of the trading order.
- 6.16. The current list of quoted and traded tools specified on the **Company's** official website in the trading conditions.
- 6.17. If there is enough free margin on the account to open a position, the position is opened, the corresponding commentary is entered into the log file of the **Server**. (When hedging positions, margin corresponds to the value indicated in the **Company's** trading conditions at the official site).
- 6.18. If there isn't enough free margin to open a position, the position isn't opened, the commentary "Not enough money" appears in the order window, the corresponding commentary "not enough money" is entered into the log file of the **Server**.
- 6.19. The **Client's** order to open a position is considered processed and the position is opened after the corresponding commentary appears in the log file of the **Server**. Every opened position is given a **Ticket** in the **Trading platform**.
- 6.20. A position is closed by means of sending a request from the **Client's** terminal or the **Client's Profile** to the **Server**. Mandatory and sufficient parameters of a client request:
 - a) The **Ticket** of the position to be closed;
 - b) Trading operation **Volume** (not more than the volume of the transaction to be closed).



- 6.21. If there are two or more locked positions in the list of open positions on the trading account, the "Close by" option will appear in the "Type" drop-down list when forming a request stoploss or an order to close any of them. After this option is chosen, one or several open positions of opposite direction will be shown. When choosing a position from the list, the «Close#... by#...» button will be enabled, by clicking on which the **Client** closes locked positions of the same volume or partially closes 2 locked positions of different volume. At the same time, the lesser position and symmetric part of the major one are closed with the opening of a new position in the direction of the major one which is given a new **Ticket**.
- 6.22. If there are two or more locked positions in the list of open positions on the trading account, the «Multiple Close By» option will appear in the "Type" drop-down list when forming a request or an order to close any of them. After this option is chosen, the list of all positions on the given instrument appears and the «Multiple Close By For» button is enabled, by clicking on which the **Client** closes the whole of locked positions on the instrument. At the same time, a new position which is given a new **Ticket** is opened in the direction of the major total volume.
- 6.23. The **Client's** order to close a position is considered processed and the position closed after the corresponding commentary appears in the **Server's log file**. After the order is sent to the **Server**, it can go through the following phases:
 - a) Started the order has been checked for correctness but not yet accepted by a broker;
 - b) **Placed** the server accepted the order;
 - c) **Partially filled** the order is partially filled as to its volume;
 - d) **Filled** the order is fully filled;
 - e) **Cancelled** the order has been cancelled by a client;
 - f) **Rejected** the order has been declined by the server;
 - g) **Expired** the order is removed upon its expiration.
- 6.24. A pending order is an order given to a broker to buy or to sell a financial instrument in the future according to conditions stipulated by a **Client**.
 - 6.25. «MetaTrader 4» trading platform provides the following types of pending orders:
 - a) Buy Limit a trading order to buy at the "Ask" price equal to the value stipulated in the order, except the conditions set out in item 6.39, f). The current price level is higher than the value set in the order.
 - b) Buy Stop a trading order to buy at the "Ask" price equal to or worse than the value stipulated in the order. The current price level is lower than the value set in the order.
 - c) Sell Limit a trading order to sell at the "Bid" price equal to the value stipulated in the order, except the conditions set out in item 6.39, f). The current price level is lower than the value set in the order.
 - d) Sell Stop a trading order to sell at the "Bid" price equal to or worse than the value stipulated in the order. The current price level is higher than the value set in the order.
- 6.26. «MetaTrader 5» trading platform provides some more types of pending orders in addition to those indicated in p. 6.25:



- a) «Buy Stop Limit» this type of order combines the first two types representing a stop order to place a "buy limit" order. As soon as the future "Ask" price reaches the value indicated in this order, a Buy Limit order will be placed at the level indicated in the order. At the same time current price level is lower than the one that must be reached for the pending order to be placed.
- b) «Sell Stop Limit» this type of order is a stop order to place a "sell limit" order. As soon as the future "Bid" price reaches the value indicated in this order, a Sell Limit order will be placed at the level indicated in the order. At the same time, current price level is higher than the one that must be reached for the pending order to be placed, and the price of the pending order is higher than the placement level.
- 6.27. The following orders can be used for closing a position:
 - a) «Stop-loss» this order is intended for minimizing losses in case the price of a financial instrument starts moving at a loss. If it reaches an unprofitable level, the position will be automatically closed. Such orders are always connected with an open position or a pending order. They can be placed only along with market or pending orders.
 - b) «Take-profit» order is intended for getting profits when the price of a financial instrument reaches the level forecasted. If executed, this order will close a position completely. It's always connected with an open position or a pending order and can be placed only along with a market or pending order.
- 6.28. «Stop Loss» and «Take Profit» orders are always connected with market or pending orders.
- 6.29. When sending a request to place a pending order, the Client shall specify the following mandatory parameters:
 - a) Name of the tool;
 - b) Position volume:
 - c) Type of order (Buy Stop, Buy Limit, Sell Stop, Sell Limit, Buy Stop Limit, Sell Stop Limit);
 - d) Price of the order.
- 6.30. When sending a request to place a pending order, the **Client** may specify the following optional parameters:
 - a) The stop-loss level of the pending order. The value 0.0000 means that the stop-loss order isn't placed (or is removed if placed before);
 - b) The take-profit level of the pending order. The value 0.0000 means that the take-profit order isn't placed (or is removed if placed before);
 - c) Period (date and time) until which the pending order is valid.
- 6.31. The request will be declined if one of the mandatory parameters is lacking or is preset incorrectly and/or one of optional parameters is preset incorrectly.
 - 6.32. The **Client** may modify any optional parameter and the opening price for current pending orders.
- 6.33. If the Stop & Limit value is preset for a currency pair, all types of pending orders may be placed at the distance that is equal to or higher than this value.



- 6.33.1. The "Ask" price is considered as a current market price for "Buy Limit" and "Buy Stop" pending orders and "Take profit"/ "Stop loss" "Sell" orders to close.
- 6.33.2. The "Bid" price is considered as a current market price for "Sell Limit" and "Sell Stop" pending orders and "Take profit"/ "Stop loss" "Buy" orders to close.
- 6.34. Please acquaint yourself with the current «Stop&Limit» value for each currency pair on the **Company's** official website in the trading conditions.
 - 6.35. An order will be enqueued for processing in the following cases:
 - a) «Buy Limit» and «Sell Stop» orders are enqueued for processing at the moment when a current price in the quotes flow becomes equal to or lower than the level of the order;
 - b) «Sell Limit» and «Buy Stop» orders are enqueued for processing at the moment when a current price in the quotes flow becomes equal to or higher than the level of the order.
- 6.36. When a pending order is received, the **Server** automatically checks if the conditions necessary for conducting a transaction are satisfied. If there is enough money to open a position, the position will be opened.
- 6.37. The execution of an order is attended by the corresponding commentary in the **Server's log file**. At the same time, the position opened by pending order's execution reserves the ticket of the pending order. In case there isn't enough money to open a position, the order will be deleted. The removal is attended by the corresponding commentary in the **Server's log file**.
- 6.38. An order is considered executed after the corresponding commentary has appeared in the **Server's log file**.
- 6.39. Pending orders are executed according to the rules below, and the result is recorded in the **Server's log file**:
 - a) A pending order will be canceled if its price and "Take Profit" and/or "Stop Loss" are in a price gap;
 - b) If "Take profit" is in a price gap, the order will be executed at a price set in the order;
 - c) If "Stop Loss" is in a price gap, the order will be executed at the first available price following a price gap;
 - d) Pending orders "Buy Stop" and "Sell Stop" will be executed at the first available price following a price gap;
 - e) Pending orders "Buy Limit" and "Sell Limit" will be executed at preset prices if they are in a price gap.
 - f) "Take Profit" orders and "Buy Limit/Sell Limit" pending orders can be executed at a price different from the one set in those orders for lack of liquidity.

Orders can be executed at preset prices in case of insignificant price gaps.

- 6.40. If there's not enough free margin to open a position, a pending order will be automatically deleted after the reception. This operation is recorded in the **Server's log file**.
- 6.41. Orders Buy Stop, Sell Stop, Buy Limit, and Sell Limit for CFDs on shares remain active during a trading session in which they have been placed and then are canceled.



- 6.42. The **Company** has the right to apply a dividend adjustment to CFDs on indexes and stocks. The dividend adjustment calculation date corresponds to the record date when the list of stockholders eligible to receive the dividend is recorded. A dividend adjustment is calculated for all open positions. It always has a positive value for long trades (Buy) and a negative value for short trades (Sell).
 - 6.42.1. Dividend adjustments are calculated in dollars using the following formula: Index dividend value × Volume × Base currency rate. They are updated weekly on the **Company's website**.

7. Compulsory closure of positions

- 7.1. The **Company** has the right to close **Client's** open positions compulsorily without notice if the account current Margin Level is less than 100% of the margin necessary for maintaining open positions (Margin Call).
- 7.2. The **Company** is unconditionally obliged to start closing unprofitable transactions on condition that account Margin Level becomes lower than the margin necessary for maintaining open positions (Stop Out). The necessary margin level is indicated on the **Company's** site in the section "Types of trading accounts".
- 7.3. Account current state is monitored by the **Server** that generates an order to close a position compulsorily (Stop out) if the condition 7.2 is satisfied. Stop Out is performed at the market current price in the order that **Clients'** requests arrived. A compulsory closure of a position is attended by the corresponding commentary "stop out" in the **Server's log file.**
 - 7.3.1. If an MT4 **Trading account** has a few open positions with floating loss, they are closed simultaneously.
 - 7.3.2. If an MT5 **Trading account** has a few open positions with floating loss, the position showing the highest floating loss will be closed the first.
- 7.4. In exceptional circumstances, the **Company** has the right to compensate for a negative balance in the **Client**'s account using the **Client**'s funds held in any other trading accounts of the **Client**, and also by rejecting money withdrawal requests and returning funds to the **Client**'s accounts.
- 7.5. **The Client** is obliged to personally monitor the state of his/her trading account and top it up at his/her discretion if necessary in order to avoid the closure of transactions following **Margin Call** and **Stop Out**. The **Company** is not liable for the closure of transactions following **Stop Out** if the **Client** is not able to make a deposit in his/her account timely for any reason. If automatic deposit of an account is found impossible, the **Client** can contact the **Company's** employee.

8. Procedure for handling claims and disputes

- 8.1. Parties of this **Agreement** try to settle all disputes through negotiations and by way of holding correspondence in accordance with procedures for claims.
- 8.2. The **Company** accepts claims arising under this **Agreement** only in writing and not later than three calendar days from the date (day) of a dispute.
- 8.3. A claim must be sent as an email to the Trading operations department at trading@litefinance.com. The **Client** undertakes that any information concerning the claim is not disclosed to third parties before the dispute is settled. Claims submitted otherwise will not be considered.
 - 8.4. Period of time for examining a claim from the **Client** is not more than 14 working days.



- 8.5. If a claim is justified, the dispute is settled only by means of compensatory payment transferred to the **Client's** trading account. If the **Client** had intention to commit an action but did not commit it for some reason, the **Company** shall not reimburse for the losses resulted from such omission and shall not compensate for moral damages.
- 8.6. In case of a positive decision on a dispute the **Company** makes compensation payment to the trading account of the **Client** within one working day from the moment of a positive decision on a dispute.
 - 8.7. The **Client's** claim shall contain the following information:
 - a) Full name;
 - b) Client's e-mail or trading account number;
 - c) Dispute date and time;
 - d) Ticket of a disputable trade (if necessary);
 - e) Substance of the claim without excessive emotions.

Claims submitted otherwise will not be considered.

- 8.8. The **Company** is entitled to refuse examination of a claim if:
 - a) A claim doesn't meet the items 8.2, 8.3, 8.7;
 - b) A claim contains obscene words and/or insults concerning the **Company** or its employees;
 - c) A claim contains threats against the **Company** or its employees;
 - d) The **Client** uses the threat to blacken the **Company's** reputation in social networks and other internet resources as an argument.
- 8.9. In case of disputes about the state of the **Client's** account, all parties examine the protocols of the **Client's** operations by use of the **Company's Server's log files**.
- 8.10. The **Company** has the right to cancel a transaction result if the transaction was executed by using funds obtained as a result of violation of the terms specified in this **Agreement.**
- 8.11. In case of a conflict situation, which is not described in this **Agreement**, the **Company** makes final decision on the basis of generally accepted market practice and ideas of a fair settlement of a dispute.

9. Client Identification, Personal Data and Records

- 9.1. The **Company** assures that the data provided by the **Client** to the **Company** is strictly confidential.
- 9.2. The **Client** is hereby notified that the **Company** collects, processes, uses, and transfers certain personally identifiable information about the **Client** for the legitimate interest of providing the Services in accordance with this **Agreement**. Such information may include, but is not limited to, the **Client's** name, home address, email address, telephone number, date of birth, social insurance number or other identification numbers, card details, volume and frequency of transactions, citizenship, and job title. By accepting the terms and conditions of this **Agreement**, the **Client** grants the **Company** the right to collect the **Client's** personal data for the performance of the **Company**'s contractual obligations under the **Agreement**.



- 9.3. For the avoidance of any doubt, such personal information as outlined in clause 9.2 shall be regarded as "confidential" and is used only for the purpose of providing the Services, their administration and enhancement, and for research, educational, statistical, and marketing purposes. Additionally, the personal **Client** data collected in accordance with this section might be used by the **Company** for internal purposes of a technical nature to enable the constant and trouble-free provision of Services, specifically for diagnosing or remediating technology problems, security issues, and vulnerabilities.
- 9.4. To comply with the **Company**'s legal and regulatory obligations, the **Client's** personal data (including recordings and documents of a confidential nature, card details, and personal details) may be disclosed in the following circumstances:
 - To comply with banking and financial regulations (where requested by a bank, payment service provider, regulatory/supervisory or other authority having control or jurisdiction over the **Company** or the **Client** or their associates, or in whose territory the **Company** has **Clients**);
 - To prevent money laundering and financing of terrorism;
 - Upon request of any listing authority or stock exchange on which its shares or those of any of its affiliated companies are listed or traded;
 - At the request of any court of competent jurisdiction or any regulatory, judicial, governmental, or similar body or any taxation authority of competent jurisdiction;
 - IT management, including infrastructure management (e.g., shared platforms), business continuity, and IT security, and in relation to the **Company**'s vulnerabilities disclosure program;
 - At the Client's request or with the Client's consent;
 - To fraud prevention agencies, third-party authentication service providers, and other financial institutions/brokers for credit checking, fraud prevention, anti-money laundering purposes, identification, or due diligence checks of the **Client**. To do so, these agencies/parties may check the details the **Client** supplied against any particulars on any database (public or otherwise) to which they have access. They may also use **Client** details in the future to assist other companies for verification purposes. A record of the search will be retained by the **Company**;
 - To the **Company**'s professional advisors, provided that, in each case, the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality obligations herein as well;
 - To other service providers who create, maintain, or process databases (whether electronic or not), offer record-keeping services, email transmission services, messaging services, or similar services that aim to assist the **Company** in collecting, storing, processing, and using **Client** information or getting in touch with the **Client** or improving the provision of the Services under this **Agreement** only to the extent required;
 - To market research call centers that provide telephone or email surveys with the purpose of improving the services of the **Company**;
 - To the Company's Partners, only concerning the Client they referred to the Company;



- To successors, assignees, transferees, or buyers, with five (5) Business Days prior Written Notice to the **Client**.
- 9.5. In accordance with applicable regulations, the Client has the right to:
- Obtain information relating to the processing of the Client's personal data;
- Modify personal data;
- Require the deletion of their personal data, to the extent permitted by law;
- Request the restriction of the processing of their personal data;
- Object to the processing of their personal data, on grounds relating to a particular situation;
- Withdraw consent for the processing personal data at any time;
- Where legally applicable, request the return of the data to the **Client**, or, where technically feasible, transfer it to a third party.
- 9.6. It's worth noting that the Client's refusal to provide personal data would make it impossible for the Company to perform its contractual obligations and may affect the Client's ability to use the Company's services. As such, by accepting the terms and conditions of this Client Agreement, the Client voluntarily acknowledges the collection, use, processing, and transfer of the Client's personal data as described herein and as provided by the relevant regulations and policies.
- 9.7. The **Client** and the **Company** hereby agree that information already in the public domain, or already possessed by the **Company** without a duty of confidentiality, will not be regarded as confidential.
- 9.8. More detailed information about the types of confidential information, the methods of its provision, and safekeeping by the **Company** can be found in the Privacy Policy, which is an integral part of this **Client Agreement** and is available on the **Company**'s website.

10. Client identification

- 10.1. The **Company** has the right to require the **Client** to confirm his/her registration information specified when opening a trading account. To do so, the **Company** may ask the **Client** at its own discretion and at any time to provide a notarized electronic copy of his/her identification document, bank statement or public utilities bill as a proof of residence. In particular cases, the **Company** may ask the **Client** to provide a photo of him/her holding his/her ID near his/her face. The detailed client identification requirements are set out in the "AML policies" section on the **Company's** official site.
 - 10.1.1. In exceptional cases, the **Company** has a right to demand that the **Client** provide a video record or a live video where he/she is reading aloud his/her personal information in English, holding the identity document opened at the photo page close to his/her face.
- 10.2. If the **Client** hasn't received a request for scanned copies of documents, the account verification procedure is not obligatory, but the **Client** can upload voluntarily a copy of the passport or another document confirming his/her identity to the **Client's Profile** to ensure account verification. There should be taken into account some which require full profile verification according to the specificity of the **Trading Platform's** operation.



- 10.3. If any Client's registration data (full name, address or phone number) have been changed, the Client is obliged to notify immediately the Company's client support department of these changes by sending a request to <u>clients@litefinance.com</u> or to make changes without assistance in the Client's Profile.
- 10.4. To change the phone number related to the **Client's Profile**, the **Client** shall provide a document confirming ownership of a new phone number (agreement with a mobile phone service provider) and a photo of the ID held beside the **Client's** face. The **Client's** personal data shall be the same in both documents.
- 10.5. **The Client** is responsible for authenticity of the documents (their copies) and recognizes the right of the **Company** to contact the appropriate authorities of the country of the documents issuer to validate their authenticity.
- 10.6. The **Client** undertakes to declare their **Politically exposed person** status and provide copies of documents confirming such status and indicating the origin of funds used to make a deposit. The **PEP** identification procedure is set out in the AML/KYC policies and may be amended according to state agencies' requirements.
 - 10.6.1. The **Client** acknowledges that the **Company** is competent enough to evaluate the legal effect of the documents provided, confirm the **PEP** status, and apply to appropriate international organizations to make a final decision.
 - 10.6.2. The **Client** agrees that the **Company** has a right to block their trading accounts if the **Client** did not provide documents confirming the **PEP** status they declared within three business days following the declaration.
 - 10.6.3. The **Client** agrees that the **Company** has a right to refuse service to a **PEP Client** and return money if such **Client** fails to provide documents explaining the origin of deposit funds within three business days. Such documents include but are not limited to bank statements or copies of a tax declaration over the previous period.
 - 10.6.4. The **Client** agrees that the **Company** has a right to request **PEP** status confirmation every year and request documents explaining the origin of deposit funds at any time.

11. Authorities and responsibilities of the Company and the Client

- 11.1. The **Client** has the right to:
 - a) conduct trading operations on the **Trading account**, opened by the **Client**, or use **Copy Trading** strictly in accordance with the terms of this **Agreement**;
 - b) receive all information related to the **Trading account** through the interface of the **Client's Profile** or using contact details indicated in the **Client's Profile**;
 - c) make deposits into his/her **Trading account** and withdraw funds according to the terms of this **Agreement**.
- 11.2. The **Client** acknowledges that any market recommendations and information submitted to the **Client** by the **Company** or by any person in the **Company** do not represent a proposal to conduct a transaction.



- 11.3. The **Client** is informed and agrees that the **Company** is not liable for acts or omissions of the **Client** to conduct operations on his/her own **Trading accounts**.
- 11.4. The **Client** confirms that he or she is solely responsible for the state of his/her **Trading** accounts and **Personal Profile**.
- 11.5. The **Client** undertakes to guarantee protection to the **Company** against various liabilities, costs, claims, damages that may arise directly or indirectly due to **Client's** failure to comply with obligations under this **Agreement**.
- 11.6. The **Client** acknowledges that he/she is obliged to provide copies of documents as requested by the **Company** which confirm data that he/she provided during registration, and he/she must ensure that all information provided by the **Client** to the **Company** is true, correct and complete; the **Client** must inform the **Company** of all changes immediately.

11.7. The **Client**:

- a) agrees to bear responsibility for all actions executed within his/her **Client's Profile**, including transactions executed in the financial markets;
- b) guarantees safety of his/her account data and passwords. In case of loss or transfer of these data to third parties full responsibility rests with the **Client**.
- 11.8. The **Client** agrees that the Company or any third party, involved in providing services to the **Client**, is not responsible for any phone line or Internet failures, or any incidents and circumstances, which do not depend on the **Company**.
- 11.9. The **Client** acknowledges that, according to AML Policy, the **Company** has the right to require the details of the **Client's** bank account opened in the name of the Client, imposing restrictions on funds withdrawals only by bank transfer by use of the specified bank account details. If the Client refuses to provide these details, the **Company** reserves the right to block all the account operations until the specified information is provided.
- 11.10. The **Client** agrees that if the **Company** has a reason to believe that the **Client's** trading account is used for money laundering or the account holder conceals information or provides wittingly false registration data, as well as if there is a reason to believe that trading operations on the **Client's trading account** have been executed by violating this **Agreement**, the **Company** reserves the right to suspend all operations within the **Client Profile** and on the **Client's** trading accounts to carry out necessary checks (check of registration data, client identification, verification of the history of account deposits, etc.) until all the circumstances are clarified.

11.11. The **Company:**

- a) is not a provider of communication services and is not liable for non-fulfillment of obligations due to failure in communication channels;
- b) does not compensate **Clients** for moral damages.
- 11.12. The **Company**, at its own discretion, can provide information, guidance and advice to the **Client**, however in this case the **Company** will not be liable for the consequences and benefits arising from recommendations and advice to the **Client**. The Client acknowledges that in the absence of fraud, willful default or flagrant negligent performance the **Company** shall not be liable for any losses, costs, expenses which the **Client** may suffer due to inaccurate information provided to the **Client**, including but not limited to information about trading operations of the **Client**.



- 11.13. The **Company** is not liable to the **Client** for any damages, losses, lost profit, lost opportunities, costs (arising from possible movements in the market), unless otherwise specified in this **Agreement**.
- 11.14. The **Company** reserves the right to change or modify this **Agreement**, notifying the **Client** by email 7 calendar days before the amendments come into force.
- 11.15. In case liquidity providers' quotes feed becomes irregular or any other force majeure event occurs, the **Company** has the right to switch trading in some instruments to the "close only" mode without a preliminary notice. In this case, opening new trades or modifying existing trades in those instruments will be impossible.

12. Client Risk Disclosure

- 12.1. Risk of losses when trading at the financial markets can be quite significant. The **Client** must carefully examine his/her financial capacity with respect to such trading operations.
- 12.2. The **Client** can lose his/her initial funds in full, as well as any additional funds deposited to enhance or control positions in the market in accordance with this **Agreement**.
- 12.3. Restrictive orders, such as "stop-loss" are not always effective to limit losses of the **Client** within pre-planned amount, since market conditions can make execution of such orders impossible.
- 12.4. The **Client** must understand that the **Company** is not liable for losses, directly or indirectly caused by restrictions imposed by the government, currency or market regulations, suspension of trading, war or other conditions, normally called "force majeure" and which are beyond the control of the **Company**.
- 12.5. **The Company** has ample grounds to determine boundaries of force-majeure circumstances. The **Company** takes appropriate steps to inform **Clients** of force-majeure.
- 12.6. The **Client** agrees that in force-majeure circumstances, the **Company** has a right to make a withdrawal at the exchange rate at which a deposit was made.
- 12.7. Algorithm of trading transactions is determined directly by the developer of the software used by the **Company**.
- 12.8. This brief notification of **Client's** risk does not cover all risks which can occur during conversion arbitrage operations at Forex market and other financial markets.

13. Termination of the Agreement

- 13.1. This **Agreement** will be terminated in case of:
 - a) full withdrawal of the funds by the **Client** from the **Trading Platform**, which puts an end to the relations regulated by this **Agreement**;
 - b) violation by the **Client** of the terms described in this **Agreement**.
- 13.2. **The Company** has the right to terminate this **Agreement** unilaterally informing the **Client** about the termination. The termination of the **Agreement** doesn't cancel the **Company's** and the **Client's** engagements which have already arisen in accordance with this **Agreement**, including in respect of open positions or funds withdrawal/deposit operations in the **Client's** trading account.
 - 13.3. If the **Company** terminates the activity regulated by this **Agreement**:



- a) The Company notifies the Client of it one month before such termination;
- b) The **Company** pays out the **Client's** funds available in the trading account at the moment of termination.
- 13.4. If the **Client** loses their legal capacity or dies:
 - a) the right to withdraw money from the accounts in the **Client Profile** is transferred to the **Client's** legal heirs in accordance with inheritance laws or on the basis of a will, or to the trustee;
 - b) the right to use the **Client's** trading account and conduct financial operations in the markets is not inherited;
 - c) once the **Client's** money is withdrawn from the accounts in the **Client Profile**, the **Client's** registration with the **Company** is canceled and cannot be restored.
- 13.5. The **Client** agrees that the **Company** reserves the right to deny or restrict the **Client's** access to the **Company Services** notifying him/her beforehand. In this case, this **Agreement** will be canceled from the moment of service provision termination.

14. Client notification procedure

- 14.1. By registering with the **Company**, the **Client** agrees that the **Company** will use the email specified during registration to send notifications.
- 14.2. The **Client** may refuse to receive notifications at any time by changing the settings in the appropriate section of the **Client Profile** or by clicking on the "Unsubscribe" link in the footer of each letter.
- 14.3. The **Client** is recommended to verify their email to receive notifications and newsletters from the **Company**. The **Company** does not send newsletters to email addresses without established authenticity.