

StartFx website and trading platform are operated by LLC L.A. INVEST, a company incorporated in Georgia, registration no. 430034811, having its registration office and principal place of business address at Georgia, Zestafoni, Didi Gantiadi (the "**Company**"), licensed by the National Bank of Georgia ("**NBG**") to provide the financial services contemplated in these terms and conditions.

These Terms and Conditions, along with the Company's Risk Disclosure, Conflict of Interests policy, as well as any other document(s) referred to in these terms and conditions or any other agreement entered into between the Company and the Client (together the "**Agreement**"), set out the terms upon which the Company will deal with the Client in respect to over-the-counter financial instruments rates trading ("**Forex Trading**"), and any other service(s) made available by the Company to the Client (all shall be referred to as the "Services").

1. CLIENT CLASSIFICATION

- 1.1. The Client is classified as a retail Client. If the Client wishes to be classified as a professional investor or eligible counter-party, then the Client must inform the Company in writing, clearly stating such request.
- 1.2. Nothing in this Agreement will exclude or restrict any duty or liability owed by the Company to the Client under the NBG's applicable regulation (the "**NBG Rules**"). If there is any conflict between this Agreement and the NBG Rules, the NBG Rules will prevail.
- 1.3. The Client must read this Agreement carefully and consult with the Company about anything which the Client does not understand prior to its engagement with the Company. Unless the Client raises a specific issue, the Agreement will be regarded as setting out all the relevant terms concerning the Services.

2. THE TRADING ACCOUNT

- 2.1. The Company will open an account for the Client (the "**Trading Account**") as soon as reasonably practicable after the Company has received confirmation that the Client has agreed to enter into this Agreement, together with a completed application form (if applicable) and all other information on the Client required by the Company.
- 2.2. Usage of the Trading Platform provided by the Company is by limited license given by the Company to the Client. The license is personal, nontransferable and is subject to

this Agreement. The Client may not transfer, assign, and enable other to make any use of the license, and/or give the Clients access codes to the Trading Account to anyone.

- 2.3.** In relation to any Transaction entered into pursuant to the Agreement the Company may act, according to the Company's sole discretion, as principal or as agent on the Client's behalf. Therefore the Company may act as the counter party to the Clients Trading activity. The Client confirms that it acts as principal and not as agent (or trustee) on behalf of someone else. The Client agrees that it shall be directly and fully responsible for performing the obligations of the Client under this Agreement, including in respect of each Transaction made by or on behalf of the Client.

3. FUNDS

- 3.1.** The Client may transfer funds to the Company with different methods of payment as permitted by the Company from time to time and in any currency (acceptable by the Company), and such funds will be converted according to exchange rates determined by the Company and managed in the Trading Platform in US Dollars.
- 3.2.** When making a bank transfer, the Client is required to make use of a bank account registered under its own name. The Client must send the Company an authentic SWIFT confirmation, stating full bank account details. Non-delivery of the SWIFT confirmation or the details not conforming to the Client's details registered at the Company may result in the funds not being credited to the Client's Trading Account and the return of the funds transferred to the Company.
- 3.3.** Whenever the Client transfers funds to the Company, the Company may use such funds for the purpose of securing or covering the Client's present, future, actual, contingent or prospective obligations. In determining the amount of collateral and the amount of the Company's obligations to pay or return money to the Client, the Company may apply such methodology (including judgments as to the future movement of markets and values), as the Company considers appropriate, consistent with Applicable regulations.
- 3.4.** The Funds deposited with the Company by the Client, together with any Profit or other Benefits the Client may be entitled to according to a specific agreement with the Company, such as the Bonus Plans stated below on section 6, shall be used as security to any Transaction, Trading Losses, Commissions (where applicable) and any other Fee or debt owed by the Client to the Company, which will be automatically deducted from the Client's Trading Account. The Client's Funds shall not bear any interest or any

other benefits, except for rollover (as defined below) calculation. Trading in CFD's with relation to securities shall not grant the Client with the right to dividends or any other Benefits associated with the underlying financial instrument.

- 3.5.** Repayment of any funds by the Company to the Client will be in the same currency and to the same account/credit card from which the funds were originally transferred, unless the Company has decided, by its own discretion, to return the funds to a different account of the Client.
- 3.6.** The Client declares that all funds that it transfers to the Company are not from criminal or illegal activity and no violation of anti-money laundering laws anywhere in the world.
- 3.7.** The Client will have no claim against the Company and will not hold the Company responsible for any delay and/or differences originating from a financial institutes act or omission and/or commissions and/or any other debit, identification regulations and any other demand.
- 3.8.** If the Client gives an instruction to withdraw funds from the Trading Account, the Company shall process such request in good faith and pay the specified amount (less any transfer charges, if applicable) within reasonable time once a duly instruction has been accepted if at the moment of payment, the Client's margin requirements have been met. The Company may cancel the Client's withdrawal order, if, according to the Company's discretion, the remaining balance shall not be sufficient to secure open Positions in the Trading Account.
- 3.9.** The Company shall debit the Client's Trading Account for all payment charges. If the Client has the obligation to pay any amount to the Company which exceeds the amount held in the Client's Trading Account, the Client shall pay the amount forthwith upon the obligation arising.
- 3.10.** The Company shall not provide physical delivery in relation to any Transaction. Profit or loss is credited to or debited to or from the Trading Account once the Transaction is closed.

4. FEES & CHARGES

- 4.1.** The Company does not currently charge brokerage fees or commission. The Company derives revenues, among other revenue sources, from the spread on Transactions (i.e. the difference between buy and sell prices).

- 4.2.** The Company may charge deposit or withdrawal fees. The Company will notify the Client of the amount of such fees as amended from time to time.
- 4.3.** The Company may introduce additional fees and charges, and may change any existing fees and charges, at any time by giving the Client not less than 10 Business Days' notice of such changes.

5. TRADING

- 5.1.** The Trading Platform supplied by the Company enables trading in foreign exchange rates of different currencies, commodities, CFD's and any other financial instruments made available by the company (all hereof: **"Financial Instruments"**). The Trading Platform displays Indicative Quotes of exchange rates of different financial instruments pairs, based on different financial information systems, as the most updated exchange rates in the international Forex markets. For determining the exchange rates for different time periods, the platform is making mathematical calculations according to known and accepted Forex markets formulas. It is acknowledged by both Parties that due to different calculation methods and other circumstances, different trading platform and/or markets may display different price quotes.
- 5.2.** The Company Trading Services are available during regular Forex Trading hours, Monday-Friday. Transactions are automatically renewed (**"rolled over"**) every night at 22:00 GMT from the day the Transaction is opened until the Transaction is closed. A Transaction is closed in any of these events:
- 5.2.1. The Client closes the Transaction;
 - 5.2.2. The Transaction meets with stop loss, take profit or other predefined criteria set by the Client or the Company under this Agreement (see clause 7 for further information on order types);
 - 5.2.3. The Transaction expires according to the expiration time set by the Client or the Company under this Agreement;
 - 5.2.4. The Client does not have sufficient funds in their Trading Account to hold that Transaction open.
- 5.3.** The Company does not provide any assurance that the opportunity for the Clients to trade will be available throughout all market hours.
- 5.4.** Placing orders - Orders may be submitted to the Company by the Company's electronic Trading Platform via the internet, or by Email, fax or telephone, unless the Company

informs the Client that particular orders can only be given in a particular way. If any order is received by the Company not via the Trading Platform, the Company may ask the Client to confirm such order in writing. The Company shall be under no obligation to act upon such order until such confirmation is received.

- 5.5.** The Client authorizes the Company to rely and act on any order, request, instruction or other communication given or made (or purporting to be given or made) by the Client or any person authorized on the Client's behalf without further enquiry on the part of the Company as to the authenticity, genuineness authority or identity of the person giving or purporting to give such order, request, instruction or other communication.
- 5.6.** Cancellation/withdrawal of orders by the Client - If the Client requests cancellation of any order, the Company can only cancel such Client order if said order was not already executed.
- 5.7.** The Company has the right, but not the obligation, to set, at its absolute discretion, limits and/or parameters to control the Client's ability to place orders or to restrict the terms on which a Transaction may be made. Such limits and/or parameters may be amended, increased, decreased, removed or added to by the Company and may include (without limitation): (i) controls over maximum order amounts and maximum order sizes; (ii) controls over total exposure of the Company to the Client; (iii) controls over prices at which orders may be submitted (including, (without limitation, controls over orders which are at a price which differs greatly from the market price at the time the order is submitted to the Company's order book); (iv) controls over any electronic services provided by the Company to the Client (including ,without limitation, any verification procedures to ensure that any particular order or orders has come from the Client); or (v) any other limits, parameters or controls which the Company may be required to implement in accordance with applicable regulations.
- 5.8.** The Company does not allow latency or arbitrage trading based on different systems or platforms in the Forex markets.
- 5.9.** The Company is entitled, by its own discretion, to cancel any trade that has been executed due or in connection with an error, including wrong rates, system malfunction etc. The Company's records will serve as decisive evidence to the exchange rates in the world markets.
- 5.10.** Company cannot guarantee open or close prices to match limit orders, without market slippage.
- 5.11.** Reporting - Client can see his open trades ("positions") and margin funds at any time by accessing the Client's Trading Account.

- 5.12.** Rollovers or Swaps - The Company performs all the overnight rollovers (continuation of a trade) automatically, and there is no need for Client intervention. Such rollovers are accommodated with interest debits or credits to the Client's Trading Account. This is based on the interest rate differentials between currency pairs and taking into account the Company's own costs. All open positions are automatically rolled over by. The Client's position may either receive or be charged rollover, depending on whether the position is long or short the high interest rate currency.
- 5.13.** Margin call - The Client agrees to pay the Company, on demand, such sums by way of margin as are required from time to time under the rules of any relevant market (if applicable) or as the Company may require for the purpose of securing against loss or risk of loss on present, future or contemplated Transactions in the Client's Trading Account. In the event that the client fails to meet a margin call, the Company may close out the Client's position(s). The Client acknowledges that this may result in a Transaction being closed out at a less favorable rates or time without any liability assumed by the Company.

6. BONUS PLAN

The Company may offer the client with an offer to participate in a Bonus Plan, at the Company's discretion, as follows:

6.1. 1on1 Forex Instruction plan:

The Plan is designed for new clients who opened an Account with the Company and the Company has agreed to grant the Client with a personal instructor that will teach and mentor the Client on how to use the trading platform, how to open and close trades, how to spot trading opportunities and more, for a limited time period following the Client's initial deposit.

The client acknowledges that the instructions are tutoring tools only and will not be considered as an investment advice. The Client trades at its own risk. Instructions may be performed by third parties the Company has not control over, and will not be responsible for their content.

Withdrawals- there are no conditions on withdrawals of profits or deposits.

6.2. Trading Bonus

The Plan is designed for new clients who opened an Account with the Company.

The client shall be entitled to a trading bonus equal to the Client's initial deposit, up to 1,000USD, that will be injected to its account.

Withdrawals - The bonus funds cannot be withdrawn for a period of 12 months from the injection of the Bonus into the account, and subject to the execution of at least 10 Lots' trading volume in the account. There are no conditions for withdrawal of deposit or profits.

6.3. Forex Webinars

The Plan is designed for new clients who opened an Account with the Company and the Company has agreed to grant the Client with free access to the Company's Webinars for a limited time period following the Client's initial deposit.

The Client acknowledges that Webinars are tutoring tools and will not be considered as an investment advice. The Client trades at its own risk. Webinars may be performed by third parties the Company has not control over, and will not be responsible for their content.

Withdrawals- there are no conditions on withdrawals of profits or deposits.

6.4. Protected Account

The Plan is designed for new clients who opened an Account with the Company with initial deposit of 1000\$.

The Client shall be entitled to a Protected Account bonus equal to the Client's lost after the first month of trading.

Withdrawals - The bonus funds cannot be withdrawn for a period of 12 months from the injection of the Bonus into the account, and subject to the execution of at least 10 Lots' trading volume in the account. There are no conditions for withdrawal of deposit or profits.

6.5. Referral Bonus Account

The client shall be entitled to 100 Bonus funds (not for withdraw) per new client that is referred to the Company by the Client.

The plan is intended to friends and acquaintances of the Client, on word-to-mouth introduction, and the Client must not publish market or advertise the Company. In case the Client is interested in becoming a publishing affiliate of the Company, the Company should engage with the Company in a business introducer contract which set out the terms and conditions for advertising the Company and the applicable fees.

6.6. Bonus plans' additional Covenants

The Company may cancel or change the terms of the Bonus Plans at any time. A notice will be given to the Client via e-mail and by posting on the Company's website.

Trading is considered a speculative investment and the client should consider its use of Bonus and deposited funds wisely. The Client trades at its own risk.

7. PRIVACY AND DATA PROTECTION

- 7.1.** Due to the nature of the Company's business and relations with the Client, The Company shall hold some personal client information. All data collected is safeguarded by commercially reasonable measures in order to maintain the Client Privacy.
- 7.2.** The Company shall be permitted to use and/or disclose the Client Information (a) For internal use, including with affiliated entities; (b) As permitted or required by law; (c) For protection against or prevent actual or potential fraud or unauthorized transactions (d) For computerized supervision of his/her use of the Services (including, without limitation, use of "cookies" and similar tools) and to use the information for review and/or supervision and/or development and/or maintenance of the quality of services, their availability and/or for the fulfillment of any instruction of any law.
- 7.3.** The Company may make use of user details in order to provide updates and/or information and/or for publicity and/or for marketing purposes through his/her e-mail address and other communication means. Cancellation of this consent shall be performed by providing written notice to the Company.
- 7.4.** The Client agrees that the Company may record all conversations with the Client and monitor (and maintain a record of) all emails sent by or to the Company. All such records are the Company's property and can be used by the Company, amongst other things, in the case of a dispute between the Company and the Client or for training purposes.
- 7.5.** Affiliation - The Company may share information and commissions with its associates, introducing brokers or other third parties related to the Services or promotion of the Company. Such affiliates of the Company may be disclosed with Clients information.

8. ADVICE

- 8.1.** In case the Client relies on information or advice granted by the Company, it should only do so if he understands the risks and the possible conflict of interests. In asking us to enter into any Transaction, the Client represents that it has been solely responsible for making its own independent appraisal and investigations into the risks of the Transaction. The Client represents that it has sufficient knowledge, market sophistication, professional advice and experience to make its own evaluation of the merits and risks of any Transaction. The Client acknowledges that he has read and understood the Risk Disclosure Document which sets out the nature and risks of Transactions to which this Agreement relates. The Company gives the Client no warranty as to the suitability of the products traded under this Agreement and assumes no fiduciary duty in the Company's relations with the Client.
- 8.2.** Where the Company does provide market commentary or other information: (a) this is incidental to the Client's dealing relationship with the Company. (b) It is provided solely to enable the Client to make its own investment decisions and does not amount to advice; (c) if a document in which such market commentary or other information contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that it will not pass it on to any such person or category of persons; (d) the Company gives no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any Transaction; (d) where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on contrary to that restriction; and (e) the Client accepts that prior to dispatch, the Company may have acted upon it itself or made use of the information on which it is based.
- 8.3.** The Company shall not be responsible for the consequences of the Client acting upon such market commentary or other information. The Client acknowledges that the Company shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any information given to the Client including, without limitation, information relating to any Transactions.

9. ACCOUNT BALANCES

- 9.1.** Account balances and statements are displayed within the trading platform made available to the Client by the Company. Common terms can be found in the Company's Website.

10. CLOSING AN ACCOUNT AND CANCELLATION OF THE AGREEMENT

- 10.1.** Either party may terminate this Agreement by giving ten (10) days written notice of termination to the other. Either party may terminate this Agreement immediately in any case of any breach of this Agreement or event of Default by the other Party. Upon terminating notice of this Agreement, Client shall be under the obligation to close all open positions, otherwise, if termination notice (or default) was given by the Client – the notice shall become void, and if given by Company, Company shall have the right to close all open positions.
- 10.2.** Upon termination, all amounts payable by the Either Party to the other Party will become immediately due.
- 10.3.** Termination shall not affect any outstanding rights and obligations and Transactions which shall continue to be governed by this Agreement and the particular clauses agreed between the parties in relation to such Transactions until all obligations have been fully performed.

11. INDEMNITIES AND LIMITATIONS OF LIABILITY

- 11.1.** The services and trading platform are provided "as is" and "as available" and company makes no warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability and fitness for particular purpose.
- 11.2.** the company does not warrant that company sites, servers, platforms or e- mail sent from the company are free of viruses or other harmful components. the company will not be liable for any damages of any kind arising from the use of the above , including, but not limited to direct, indirect, incidental, punitive, and consequential damages.
- 11.3.** in no event will the company have any liability to the client or any other party for any lost opportunity or profits, personal injury, costs of procurement of substitute goods or services, or for any indirect, incidental, consequential, punitive or special damages arising out of this agreement, under any cause of action or theory of liability (including negligence), and whether or not the company has been advised of the possibility of such damage.

- 11.4.** The Client shall, on demand by the Company, compensate the Company from and against all liabilities, damages, losses and costs (including reasonable legal costs), duties, taxes, charges, commissions or other expenses incurred by the Company in the proper performance of its Services or the enforcement of its rights under these Agreement and against any breach of this Agreement by the Client.
- 11.5.** The directors, officers, employees and agents of the Company will not be personally responsible for any damage and/or expense caused to Client.
- 11.6.** The Company's maximum liability under this Agreement shall be limited in aggregate, during each year of the Agreement, to an amount equivalent 1/3 of remuneration paid by the Client to the Company in the year in which the act or omission giving rise to the loss or damage occurred.
- 11.7.** Client shall only be entitled to bring a claim against the Company under this Agreement where the Client issues legal proceedings against the Company within 12 (twelve) months of the occurrence of the act or omission that gives rise to the claim.
- 11.8.** The Company shall have the right to set-off any amount owed by the Company to the Client, against any debt or other obligation of the Client towards the Company. In any event of Default of Client (such as voluntary or involuntary insolvency procedures against the Client) all debts, future debts and other obligations of the Client towards the Company shall become immediately due.
- 11.9.** The Services provided by the Company are designated to Clients that possess financial knowledge and experience, and can evaluate the risks involved in speculative trading in general markets, including as a result of market conditions that does not allow execution of limit orders. The Client declares that he/she has former knowledge of trading, is in a reasonably strong financial condition and can consider his trading actions and the risks involved before executing any trade.

12. COMPLAINTS POLICY

- 12.1.** Any complaint or dispute between the parties must be first submitted to the Company to the formal support Email at Support@Startfx.com. If the complaint or dispute cannot be resolved internally by the Company in accordance with the internal complaints handling procedure, the Client may refer the matter to the applicable authority in Georgia pursuant to the applicable regulations.
- 12.2.** The above internal and external dispute resolution procedures do not apply to money that the Client may owe the Company.

13. REGULATORY REQUIREMENTS

- 13.1.** The Client is responsible for compliance with all laws and regulatory rules (whether Georgia or elsewhere) in relation to the Client's trades, including those of the NBG and any other relevant regulatory body.

14. GENERAL PROVISIONS

- 14.1.** The Company has the right to amend the Agreement without obtaining any prior consent from the Client. If the Company makes any material change to the Agreement, it will give at least ten Business Days' notice of such change to the Client and post the new terms on the Company's website. Such amendment will become effective on the date specified in the notice or upon 10 days from posting on the website. Unless otherwise agreed, an amendment will not affect any outstanding order or Transaction or any legal rights or obligations which may already have arisen.
- 14.2.** Partial invalidity- If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.
- 14.3.** Joint account - If the Trading Account is a joint account (on the name of more than one entity), then each of the entities in the account shall be authorized to represent the other entities towards the Company, with no requirement of any prior notice or approval from the other entities. Each of the entities in the Trading Account agrees that any notice or instruction given by the Company to any of the entities shall be considered as given to all the entities. In case of contradiction between instructions given to the Company by different entities, then the last instruction received by the Company will prevail.
- 14.4.** Language, Notices and Complaints - All communications between the Company and the Client will be in English, except oral communication which can be in any language, suitable to the Client and the Company.
- 14.5.** Unless otherwise agreed, all notices, instructions and other communications to be given by the Company shall be given to the address or fax number provided by the Client, or via e-mail or other electronic means, details of which are provided by the Client to the Company. Any complaint shall be directed to the Company's client services department, who will investigate the complaint and make every effort to resolve it. Communications to the Company should be made to Support@startfx.com.

- 14.6.** Governing Law - These Terms and any relationship between the Company and the Client shall be governed by law applicable of Georgia and subject to the exclusive jurisdiction of Georgian courts. The Company shall have the right, in order to collect funds owed to the Company by Client or to protect the Company's rights such as good-name, intellectual property, privacy etc. to immediately bring legal proceedings against the Client, in the Client's residency and according to the Client's residency applicable law.
- 14.7.** No Right to Assign - No rights under this Agreement shall be assignable nor any duties assumed by another party except to/by an affiliate of The Company. Upon assignment to an Affiliate of the Company, the terms of this Agreement may be amended to fit any applicable regulation effective upon the assignee, and Client hereby consent in advance to such regulatory modifications to this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors heirs of the Client.
- 14.8.** Client's Tax Allocations - Any tax applying on the Client and/or results from the Client's trading activity, including trading profits and/or trading losses and/or any charges and/or deductions made from the Client Deposit or Client's Equity, shall be under the Client's full and sole responsibility. The Client shall personally report and pay any personal, federal, state and local tax liability he is obligated to, if applied. The Company serves as a mediator only and does not deduct, pay or withhold tax from the Client's Deposit. The Company's reserve the right, if ordered by an official entity, to deduct tax from the Client's Deposit and deliver it to the proper tax authority as ordered by the official entity.
- 14.9.** Dormant Trading - If the Client will not perform any trading activity or his trading activity will be in very low volume, for the time period defined by the Company, or if the Client does hold minimum funds in his Trading Account, defined by the Company, the Company may, subject to a notice given to the Client, close any open trade and/or the Client's access to the Trading Account and/or terminate this Agreement.

Client Signature:
(or, by marking the "I agree" box on the Company's Website)

Full name

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