

INVESTMENT SERVICES AGREEMENT

Imperial Capital Group (registration number 07682533, registered in C/O Buzzacott Llp, 130 Wood Street, London, EC2V6DL), represented by the director, Randall Evan Wooster, proposes entering the current Offer under the following conditions:

1. MAIN REGULATIONS

- 1.1. Acceptance of the current Offer is done by clicking the corresponding option «Agree/Accept» in the Client's account, which confirms the Client's agreement with the terms of the current Offer.
- 1.2. Once the Client accepts the Offer, he/she acquires the rights and assumes obligations in accordance with the terms of this Offer.
- 1.3. The Offer becomes valid upon acceptance and remains in effect until cancellation and deactivation of the service by one of the parties.
- 1.4. After entering this offer, the Client has the right to refuse this offer by sending a written application to the Company email: support@imperialcg.com 14 calendar days before the expected date of termination. The form of the application is available on the Company's site. After sending a notice of termination, the Client undertakes to close all open positions within 14 days. After closing all positions, the Client undertakes to create an appropriate application for withdrawal of the remaining funds, and the Company undertakes to execute the application within the time period specified in clause 3.6. and then close the Client's account.
- 1.5. The offer can be terminated only if all positions in the Client's Account are closed, otherwise, the termination can be postponed until the total closing of all positions.
- 1.6. The terminology used in this Offer and its definitions shall be indicated in Section 9 of the Offer.

2. THE SUBJECT MATTER OF THE AGREEMENT

- 2.1. The subject of this Offer is the provision of Investment Support services to the Client.
- 2.2. Within the framework of this Offer, the Company provides the Client with the opportunity to create and use a personal account, which can be accessed through the Company's official site: <https://imperialcg.com/>. In the personal account the Client can open a multi-currency account to carry out operations with foreign currencies; can get access to the trading platform to execute financial operations; obtain access to analytics and technical support services.

2.3. All trade positions originate directly from the Client, therefore the Client is solely responsible for them. With regard to the Client's trading operations, the Company does not provide trust management services, does not give recommendations on trading financial instruments, does not manage customer accounts and does not provide clients with guarantees of no-risk operations when working in financial markets.

3. RIGHTS AND OBLIGATIONS OF THE COMPANY

3.1. The Company guarantees the confidentiality of the Client's information, including the Client's personal information and information associated with the provision of the services to the Client. The company undertakes not to provide information to third parties, with the exception of official written requests from the legal authorities, as well as requests from payment organizations.

3.2. The Company provides the Client with individual access to the trading platform, with the help of which the Client receives relevant information about the financial markets for the execution of transactions.

3.3. The Company provides the Client with information and quotes and executes transactions at the Client's request in accordance with this Offer and the terms of use of the Company's services.

3.4. The Company automatically withdraws the amounts due for the provision of the services from the Client's account in accordance with the terms of the Offer.

3.5. The Company ensures the safety of the Client's funds and their timely return subject to all the conditions of this Offer are followed by the parties.

3.6. Funds are transferred within 7 banking days after receiving an application from the Client through the payment methods available in the Personal Account.

3.7. The Company is not liable for obligations arising between the Client and third parties, as well as for direct or indirect damage caused to the Client by the actions of third parties resulting from a violation by the Client of the terms of this Offer.

3.8. The relevant Company's data is available on the Company's official site: <https://imperialcg.com/>.

4. RIGHTS AND OBLIGATIONS OF THE CLIENT

4.1. Upon accepting this Offer, the Client confirms that he/she is a legally capable and adult individual. By accepting this offer, the Client guarantees that under the law of the country of which the Client is a resident that he/she has full rights and permissions/licenses to work with financial instruments. The Company is not responsible for false information provided by the Client.

4.2 The Client undertakes to accept the service under conditions specified in the Offer.



4.3 The Client guarantees confidentiality with respect to all information and documentation received during the provision of services by the Company.

4.4. The Client is responsible for the safety of the data of his personal account and trading account and undertakes not to transfer his/her data to third parties. The Company is not liable for direct or indirect damages incurred by the Client through the actions of third parties prompted by the Client's violations of this Offer, as well as due to insufficient experience of the Client with software and hardware and/or random actions.

4.5. In case the Client loses control over access to the trading platform or the Client's passwords, the Client is obliged to immediately notify the Company by sending an application to e-mail: support@imperialcg.com requesting to block the Client's account or to change the password.

4.6. The Client hereby guarantees that all information provided by the Client is complete, correct, truthful, relevant and accurate. The customer is responsible for the accuracy of the information provided. The Client undertakes to notify the Company within 3 calendar days of a change in his data, including e-mail addresses by sending a notification by e-mail specified in clause 4.5.

4.7. The Client independently chooses the preferred type of payment processing system from the list of available ones indicated in the personal account. The Client is taken to have read and agreed to the conditions of payment processing systems and deposit rates on the official site, including the condition that depositing funds into his account can be carried out exclusively in non-cash form.

4.8. The Client confirms that the rights regarding trade positions originate directly from the Client, therefore the Client is solely responsible for them.

4.9. All payments charged by payment systems for money transfers are made at the expense of the Client.

4.10. The Client has the right to reduce the balance by the number of available funds or completely withdraw his/her funds subject to the absence of open positions. In case the Client has open positions, the Company will reject such an application.

4.11. The Client confirms that the Client has been informed of the main risks associated with performing transactions in financial markets, namely the possibility of losses through the influence of a variety of factors, and therefore the Client bears full responsibility for transactions performed. The Client assumes these risks, thereby guaranteeing the absence of claims of material and non-material nature against the Company.

4.12. In case the Client has open positions, the Client undertakes to independently, timely and regularly, at least once a day, check the account balance.

4.13. In case the Client uses additional technical means, the application of which includes the opening of positions on behalf of and at the expense of the Client, such opening of positions is equated to the independent opening of positions by the Client. The Client assumes full responsibility for using such means.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The parties are responsible for not fulfilling their obligations.

5.2. Relations between the parties are subject exclusively to the jurisdiction of the United Kingdom of Great Britain, are governed by the relevant legislative acts and international law, the Parties recognize the right to the exclusive jurisdiction of the court, which determines any procedural actions in relation to this Offer.

5.3. All disputes and disagreements that may arise during the execution of this Offer shall be resolved by the Parties through negotiations, including mediation procedure. The special complaint form is available on the official site of the Company, and the consideration period is set out in clause 8.3 of the present Offer.

5.4. None of the Parties shall be liable to the other Party for failure to fulfill obligations under this Offer due to force majeure circumstances, of which the Parties are obliged to notify each other within a reasonable time.

5.5. In the event of force majeure circumstances, the Company has the right to increase the margin requirements at any time without prior written notice to the Client; close any or all open positions of the Client at the best affordable price; suspend or change one or all of the provisions of the relevant regulatory document if force majeure circumstances do not allow the Company to comply with these provisions.

5.6. Force majeure circumstances (in addition to natural disasters, terrorist attacks, wars, etc.) include the suspension, liquidation or closure of the market, or any event as the result of which the Company is unable to provide its quotes, as well as any actions or events that, according to the reasonable opinion of the Company, have led to the destabilization of the market or markets of one or more instruments.

6. RISK DISCLOSURE

6.1. Since margin trading in foreign currency implies a high degree of risk, the Client understands and assumes all risks in margin trading, some of which are disclosed in the text of this Offer.

6.2. Quotes on financial markets are formed based on supply and demand, therefore, under certain market conditions, and the Client may not be able to complete a transaction at an acceptable rate.

6.3. The use of leverage leads to the fact that even the small market fluctuations have a significant impact on the balance in the Client's account.

6.4. If the market moves against the position of the Client, the Client shall deposit additional funds in a short time to keep the position open, otherwise the position of the Client may be liquidated with losses. The client may completely lose the initial investment and any additional amounts paid to maintain the position.

6.5. In situations of increased market volatility, from the moment the Client decides until the transaction is completed, the Client may receive a significant loss or significant profit.

6.6. The use of Stop orders does not guarantee the limitation of losses to a predetermined level, since market conditions may make it impossible to execute such orders at the agreed rate.

7. INVESTMENT SUPPORT PROVISIONS

7.1. This section contains general conditions for performing transactions between the Company and the Client on a margin basis with currencies and currency pairs in the international currency market, as well as with other financial instruments through the trading platform.

7.2. The Client understands and accepts the terms of trade, which are an integral part of the Offer.

7.3. All operations carried out by the Client through the provided trading platform do not imply the actual delivery of traded currencies. Gains or losses from trading operations are credited from the balance of the Client's trading account immediately after closing the position.

7.4. The Client is solely responsible for the accuracy of the payments he/she performs. In the event of a change in the bank details of the Company, the new details are published on the official site of the Company. From the moment the new bank details of the Company are placed at the official site of the Company, the Client is solely responsible for payments made using outdated bank details.

7.5. The operations of writing off/ depositing funds to the Client's account are carried out following the AML policy.

7.6. Per the applicable rules and regulations, the Company is obliged to take all reasonable measures to obtain the best possible result ("best execution") on behalf of its Clients or when fulfilling a Client's orders.

7.7. The company reserves the right to choose financial instruments available for trading, and publish buy and sell prices of these financial instruments. The Company provides the Client with a quote stream along with a breakdown of liquidity by price levels received from its third parties, liquidity providers through trading platforms.

7.8. To ensure the solvency of the Client, in the event of a significant loss, the Company has the right to unilaterally close all or part of the Client's positions at current rates if the current Margin level on the Client's account reaches the Stop Out level determined by the Company.

7.9. When the current balance in the Client's account reaches the Stop Out level, the most unprofitable position is closed.

7.10. When the current balance on the Client's account reaches the Stop Out level, after the closing of the first losing position, the second most losing position is closed, etc.

7.11. To ensure operations under with this Offer, the Client places a deposit on his account, which is used as security to cover possible losses. The Personal account becomes available after registering the Client's account to access the trading platform.

7.12. If the Client is obliged to pay the Company an amount over of the amount of Capital in his account, such an amount must be paid to the Company within 5 (five) business days from the moment of creation of obligation.



7.13. Types of Orders:

- **Sell Limit:** this is a trade order for sale at a "Bid" price, equal to or greater than that specified in the order. In this case, the current price is less than the value set in the order. Typically, orders of this type are placed in the expectation that the price of the instrument, having risen to a certain level, will begin to decline;
- **Sell Stop:** this is a trade order for sale at a "Bid" price, equal to or less than that specified in the order. In this case, the current price level is greater than the value of the established order. Typically, orders of this type are placed in the expectation that the price of the instrument will reach a certain level and continue to decline;
- **Stop Loss:** this is an order that can be attached to an already opened position to close a position at a specified price. Stop Loss can be used to minimize losses;
- **Take Profit:** this is an order that can be attached to an already open position to close a position at a specified price. Take Profit can be used to protect profits.
- **Buy Market / Sell Market:** this is a buy / sell order at the current available market price;
- **Buy Limit:** this is a trade order to buy at an "Ask" price, equal to or less than that specified in the order. In this case, the current price level is higher than the value set in the order. Typically, orders of this type are placed in the expectation that the price of the instrument, having dropped to a certain level, will begin to rise;
- **Buy Stop:** this is a trade order to buy at an "Ask" price, equal to or greater than that indicated in the order. In this case, the current price level is less than the value set in the order. Typically, orders of this type are placed in the expectation that the price of the instrument will overcome a certain level and continue its growth;

7.14. Order Execution Procedure The company receives a price stream from several leading global liquidity providers. Having multiple liquidity providers is especially important during times of increased market volatility. Even in conditions where a certain number of liquidity providers have decided to expand the spread or stop quoting prices, the Company is still able to provide customers with access to liquidity with competitive prices. **Partial execution:** this is the practice of executing an order at a time when there is not enough liquidity in the market to execute the order in full order at a specific price. Partial execution can be performed at different prices.

7.15. Order Execution Types

7.15. Market orders are the buy or sell orders at the current available market price. The system automatically aggregates volumes received from third parties, liquidity providers, and executes a market order at a volume-weighted average price (VWAP), which is the average and best available price at the time of execution.

7.15.2. Pending orders:

- **Stop order:** This is a buy or sell order when the market reaches the specified price. As soon as the market reaches a certain price, the "Stop Order" is triggered and executed as a market order. If the "Stop Order" cannot be applied, this means that the order remains in the system under the conditions described in the "GTC" section. "Stop orders" can be placed as close as possible to the current market price, without restrictions.



- Stop loss: this is an order used to minimize losses. As soon as the market reaches the specified price, the order is triggered and executed as a market order. If the “Stop Loss” cannot be applied, this means that the order remains in the system under the conditions described in the section GTC. Stop loss can be placed as close as possible to the current market price, without any restrictions.
- GTC (Good Till Cancel): this is a pending order that is valid until the Client cancels it.
- GTD (Good Till Day): this is a pending order that is valid until the set date (date of expiration of the order).
- Limit order: this is an order to buy or sell when the market reaches a certain price. As soon as the market reaches a certain price, the order is launched and executed at the specified price or better. If the “limit order” cannot be applied, it remains in the system until a later date under the conditions described in “Good Till Cancel”. Limit orders can be placed as close to the current market price as possible, without restrictions.
- Take Profit: This is an order used to protect profits. Once the market reaches a price “Take Profit”, the order is triggered and is considered as a limit order. If Take Profit does not work, it remains in the system until a later date. Take Profit can be placed as close to the current market price as possible, without any restrictions.

Modification / cancellation of orders: The client can change / cancel a pending order.

7.16. Order execution:

7.16.1. The Company takes all reasonable measures to achieve the best result for its Clients in fulfillment of Clients. Prices, expenses and currency conversion are of paramount importance when concluding transactions for our Clients.

7.16.2. Prices:

7.16.3. Bid Ask spread: Two prices are given for any financial instrument of the Company: a higher price (Ask) at which the Client can buy (enter a long position) a financial instrument, and a lower price (Bid) at which the Client can sell (open a short position) a financial instrument. The difference between the higher and lower prices of a given financial instrument is called a spread.

7.16.4. Pending orders: such orders as Buy Limit, Buy Stop и Stop Loss / Take Profit are executed at Ask for open short position. Orders such as Sell Limit, Sell Stop и Stop Loss / Take Profit orders for open long position are executed at Bid.

7.16.5. The Company’s price for the financial instrument is calculated based on the prices of the corresponding financial instrument, which the Company receives from its liquidity providers. The Company updates its prices as often as limited by technical capacity. The Company does not quote prices in the period of its non-operating hours (see p. "Execution Methods"), therefore, no orders can be placed by the Client during this time.

7.16.6. All trading operations are transferred directly to liquidity providers through an electronic execution system in the trading platform. This system automatically requests a quote from liquidity providers. In combination with the price, the Company quotes the available liquidity (or “market depth”) received from liquidity providers. The Company’s software will automatically combine all available liquidity at the best prices and form a volume-weighted average price (VWAP).



7.16.7. Expenses: to open a position on any financial instrument, the Client is obliged to pay a commission or other fees, if applicable; these amounts are presented in the contract specification and are available on the Company's official site.

7.17. Currency conversion: a Company can convert currencies from the base currency of the Client's account into the currency of the corresponding financial instrument. Such conversion does not imply the actual conversion of the currency of the Client's account; it only allows the Client to track accounts in the base currency.

7.18. For all types of financial instruments offered by the Company, trading commissions are not included in the Company's Commission and are charged additionally from the Client's account.

7.19. Positions costs and fees: the cost of open positions in some types of financial instruments increases or decreases by the amount of the daily "swap" fee. Swaps are calculated based on prevailing market interest rates that are subject to change.

7.20. Using a wireless connection, a remote access connection or any other form of unstable connection by the Client may lead to deterioration, interruption of the connection or the absence of a signal, which leads to delays in the transmission of data between the Client and the Company through the electronic trading platform.

7.21. Execution time: as indicated in the " Execution Methods " section of this Offer, the Company acts independently and not as an agent on behalf of the Client, therefore the Company is the sole subject to fulfill the Client's orders. The company pays great attention to the effectiveness of the execution of Clients' orders and seeks to offer a high speed of execution, limited only by the technological framework.

7.22. Probability of execution: as indicated in the "Execution Methods " section of this Offer, the Company acts independently and not as an agent on behalf of the Client, therefore the Company is the sole subject to fulfill the Client's orders. However, the Company relies on third-party

liquidity providers involved in pricing and transfers orders to these counterparties, therefore, the execution of Clients' orders depends on the prices and available liquidity provided by the suppliers. Although the Company executes all orders placed by Clients, it reserves the right to reject an order of any type.

7.23. Orders: Buy Limit, Sell Limit, Sell Stop, Buy Stop, Stop Loss, Take Profit for a financial instrument are executed as described in the section "Order Execution".

7.24. The price at which the transaction is concluded may significantly differ from the originally declared price in terms of unstable market conditions. This can happen in the following cases:

- During the market opening;
- During the publication of news;
- During increased market volatility;
- When prices change significantly during one trading session to such an extent that, according to the rules of the relevant exchange, trading is suspended or limited;
- In case of a lack of liquidity to execute an order to open a transaction of a specific volume at the stated price.

The company makes every effort to provide the best execution price for the Clients.

7.25. The company makes every effort to execute the order of the Client, regardless of the volume of the order. The Client's order is executed at the best available price if there is sufficient liquidity at the time of execution.

7.26. The Company has the right to reject the order of the Client if some condition of the relevant Regulatory document was not met at the time of processing of such an order. However, the Company, at its sole discretion, despite non-compliance with the provisions of the relevant Regulatory document, may accept and execute such an order. If the Company has complied with the order of the Client, and then found that some provision of the relevant Regulatory Document has been violated, the Company has the right to act in accordance with the relevant Regulatory Document.

7.27. Execution methods:

- Having received an order from the Client, the Company transfers the order for execution. The Company acts independently when executing the order, and not as an agent on behalf of the Client. Despite the fact that the Company can transfer the Client's instructions to the execution to liquidity providers, the Company is the only execution counterparty to fulfill the Client's orders according to this Offer.
- The Client acknowledges that transactions are not carried out on a generally recognized currency exchange. Transactions are opened through the trading platform of the Company, which does not guarantee the absence of financial risks. Thus, the Company may not fulfill the order, or it may change the opening or closing price in some cases, including but not limited to cases of a technical failure of the trading platform. Terms and conditions of trade are established exclusively by the Company.

7.28. The Client has familiarized himself/herself with the trading platform and considers it suitable for use.

8. FINAL PROVISIONS

8.1. All appeals shall be sent to the email: support@imperialcg.com. The applications are considered within 14 calendar days from the day following the day of receipt of such an application from the Client.

8.2. The parties recognize the legal force and the obligations of the fulfillment of requests, statements, contracts, agreements, additional agreements concluded and/or sent through the Client's Personal Account on the Company's official site. Such documents and agreements are recognized as valid if they are submitted in the electronic form.

8.3. By accepting the terms of this Offer, the Client confirms that he/she has read the "Privacy Policy", "Risk and Information Disclosure Application", "Securities Futures Risk Disclosure Statement" and other documents posted on the Company's official site: <https://imperialcg.com/>. When accepting this Offer, the Client automatically accepts the documents of the Company listed above.

9. TERMS AND DEFINITIONS

9.1. Personal Account is an individual client area on the Company's official site, with a unique login and password, is intended to identify the Client, support his accounts, maintain a register of transactions.

9.2. Business day - the day commercial banks operate in the country of origin of payment.

9.3. Trading platform / Trading terminal - software provided by the Company as part of investment support software designed for remote account management, execution of transactions by the Client and obtaining information about the international financial markets.

9.4. Quotation flow - a sequence of quotes from financial markets, provided separately for each trading instrument. A quote consists of buy and sell rates.

9.5. The instrument is a currency pair or other financial asset available for trading.

9.6. Transaction / Trading operation - an agreement between the Client and the Company on the purchase/sale of currencies at agreed rate calculated on the agreed settlement date.

9.7. Margin trading - trading in currencies without actual delivery using collateral to cover potential losses. At the same time, the transaction amount may significantly exceed the deposit amount.

9.8. Margin requirements - the amount that must be deposited on the Trading Account in order to open a position.

9.9. The current margin level is the ratio of the balance on the collateral account to the total open positions of the Client at the current moment, expressed as a percentage.

9.10 Open position - the amount and (or) the amount of the acquired (or sold) Instruments not covered by the counter-sale (purchase) of the same Instrument in the same quantity and (or) volume; the result of the implementation of the first part of the Completed transaction (Trading or Investment operation to open a Position). Having opened the Position, the Client is obliged:

- a) to perform a counter Trading (Investment) operation to close the Position in the same volume;
- b) maintain the Margin Level no lower than the amount set by the Company.

9.11. Total open position - the sum of all open positions of the Client, expressed in the deposit currency.

9.12. A closed position is the result of the execution of the second part of the Completed transaction (Trading or investment operation to close the Position).

9.13. Limit of open currency position - the maximum allowable total open position of the Client.

9.14. Leverage - the ratio between the volume of the Transaction and the amount of the Initial Margin.

9.15. Available funds - part of the balance on the collateral account, not used to maintain open positions of the Client.

9.16. The balance of the security account, expressed in the deposit currency, is the current balance of funds in the Client's account, which would have been received after closing all positions and converting all balances to US dollars at the current exchange rates.

9.17. Stop-out - an order for the forced closure of all or of the part of the Client's open positions at the nearest market quotation generated by the server.

9.18. Stop Limit, Stop Loss, Take Profit Orders - the Client's orders to complete transactions subject to a certain exchange rate. Stop Loss order allows you to close a deal, limiting possible losses. Take Profit order allows you to close a deal with a pre-planned profit level. Stop and Limit orders allow you to open a new position provided that you reach a certain exchange rate.

9.19. Buy with the immediate sale - a set of two countertrade transactions with the same volume (Open and Closed Positions): purchases with a subsequent sale or sales with subsequent purchases relative to a Position with the same identifier.

9.20. Order / Pending Order - an order of the Client to perform a Trading operation under the conditions specified by the Client in the Trading Terminal.

9.21. Identifier - a unique identification number that the Company assigns to each open position or Pending Order in the Trading Terminal.

