



CLIENT'S MONEY AND ASSETS POLICY



ROBOMARKETS LTD
169-171 Arch. Makarios III Ave., floor 8,
3027, Limassol, Cyprus



Client's Money and Assets Policy

1. All payments to RoboMarkets Ltd (hereinafter referred to as "the Company") under this Policy shall be made on the same day in the currency as the Company will specify and in accordance with the bank account designated by the Company for such purposes.
2. If the trading account cannot be credited automatically, the appropriate application will be fulfilled within 2 working days since the client's notice on crediting the trading account is received.
3. All such payments shall be made by the Client without set-off or counterclaim.
4. All such payments shall be made without any deduction and are free and clear of and without deduction for Taxes, except to the extent that the Client is required by law to make payment subject to Taxes.
5. In the event when the trading account is credited in any currency other than the one in which the trading account is denominated in, such funds will be credited to the trading account on the basis of an internal exchange rate adopted by the Company at the date of deposit.
6. If any Tax or amounts must be deducted, or any other deductions must be made, from any amounts payable or paid by the Client under this Agreement, the Client shall pay such additional amounts as may be necessary to ensure that the Company receives a net amount equal to the full amount required prior to Tax deductions.
7. The actual payment of services is deemed to be the moment when all appropriate funds are credited to the Company's account.
8. The Client has the right to deposit their trading account only using the payment systems available in "Members Area".
9. The Company holds no responsibility for the result of trading operations on the Client's account, in case there are any delays in depositing this account. The Client is solely responsible for any financial loss risks coming from possible delays in depositing funds to the Client's trading account.
10. In case Clients deposit their trading accounts by means of direct transfer to the Company's bank details, they are obliged to leave a deposit notification in "Members Area".
11. Clients can withdraw their funds only into the payment systems that were used for deposit in their Members Area under the caption «Withdraw funds». In such case, in the first place, the funds are withdrawn to bank cards. If the withdrawal of funds is not possible into the payment systems that were used for deposit, clients can remove their funds through Bank Wire to personal Bank details designated in their Members Area under the caption «Withdraw funds».
12. When withdrawing funds from the trading account, the Client is charged with all costs for funds transfer.
13. When processing a withdrawal request, the Company shall use its internal currency rates at the date of withdrawal.
14. The funds can be withdrawn only into such payment system that was used for crediting the trading account and regarding the sufficient trade volume. The quantum of a sufficient trade volume is established by the Company at its own discretion.
15. The Client bears full responsibility for the adequacy of all the information set out in its application for the removal of funds.
16. The Company has the right to refuse the Client's request for withdrawal if the Client uses the same payment system for withdrawal and depositing, but with different bank details.
17. The execution of withdrawal request on side of Finance Department from the Client's account is accomplished within 1 business day from the time a relevant application for the removal of such funds has been confirmed in the Members Area.
18. The Company reserves the right to deduct from the account an amount paid to the Client in compensation if the account does not embrace a sufficient trade volume or the account is used for the purpose of converting funds from one payment system into another. The quantum of a sufficient trade volume is established by the Company at its own discretion.



19. In case the payment system stops operating for some time, the Company has the right to postpone the date of withdrawal until the payment system resumes working.

20. The Company has the right to charge the Client with an additional commission if the Client uses different payment systems to deposit and withdraw funds. The amount of the commission charged to the Client is calculated based on costs paid by the Company when fulfilling the Client's withdrawal request.

21. In order to remove the funds through exchange mechanisms (with the employment of cash at an exchange office), it is necessary to fill in an application indicating adequate data about the recipient of such funds: full name, surname, passport details.

22. The Company undertakes to take any and all expedient actions to preclude any illegal financial operations and money laundering with the employment of the Company's resources.

Third Party Payments

In respect to Transactions which the Company enters with the Client unless expressly agreed in writing by the Company:

1. The Company reserve the right not to comply with any request by the Client to make a payment or a delivery to a third party;
2. If the Company becomes aware that funds have been paid or delivered to the Company by a third party, other than by you, the Company reserve the right to refuse such payment or delivery.
3. In case the company becomes aware that funds have been paid or delivered to the company by a third party, other than by you, the transferred funds will be refunded back to the same payment details from where they have been paid. The client will be charged with all costs for the refund transaction. The Company also reserves the right to terminate its relationship with the Client immediately in this case.
4. The Company doesn't compensate any losses that occur due to compulsory closing of positions on the client's account.
5. Profit, received by the client until his funds are written off the account, is not refundable. Losses, taken by the Client until his funds are written off the account, are subtracted from the refunded amount.

6. Anonymous bank cards are not allowed to be used. In case an Anonymous bank card was used for deposit, the Client need to prove the ownership of the following bank card. In case the ownership will not be provided, the refund(s) of the deposited funds will occur back to the payment details from where they have been paid.

Remuneration and Sharing of Charges

The Company may receive remuneration from, or share charges with, an Associate or other third parties in connection with Transactions carried out on the Clients behalf. Details of such remunerations or sharing arrangements are available on request.

Information concerning safeguarding of clients financial instruments or clients funds

1. The Company has appointed a designated officer of sufficient skill and authority with responsibility for matters relating to the Company's compliance with safeguarding obligations of client funds and financial Instruments.
2. All Clients Funds, which the Company holds for the provision of services are kept in accordance to the MIFID regulations in one or more accounts opened with the bank within the European Economic Area ("EEA") and/or with the bank authorized in a third country
3. The Company holds client funds on a segregated omnibus accounts marked as "Client Account". In European Economic Area, this allows clients to be protected by the deposit protections schemes in the framework of EEA banking legislation in case of solvency of the third party. In the event of insolvency of the Company, Client funds will be excluded from the assets available to creditors of the Company.
4. The Company may hold all or part of client funds and/or financial Instruments with an institution authorized outside of EEA, which may be subject to the law of a jurisdiction other than that of EEA and the rights of the Client relating to those Financial Instruments or funds may differ accordingly. Where accounts that contain financial instruments or funds belonging to that client or potential client are or will be subject to the law of a jurisdiction other than that of a Member State, the Company will indicate that the rights of the client or potential client relating to those financial instruments or funds may differ accordingly.
5. The Company will not be liable for any failure or insolvency of any custodian, credit institution, bank or third party holding



Client Assets within or outside the EEA; however, applicable investor compensation or deposit protection schemes may protect proportion of Client Funds that are held with a credit institution or bank or third party.

6. The Company does not use intermediaries' accounts to keep client funds.

7. If the financial instruments of the client or potential client may, if permitted by national law, be held in an omnibus account by a third party, the Company will inform the client of this fact and provide a prominent warning of the resulting risks.

8. Where it is not possible under national law for client financial instruments held with a third party to be separately identifiable from the proprietary financial instruments of that third party or of the Company, the Company will provide a prominent warning of the resulting risks.

9. The Company will inform the client about the existence and the terms of any security interest or lien which the firm has or may have over the client's financial instruments or funds, or any right of set-off it holds in relation to those instruments or funds. Where applicable, the Company will also inform the client of the fact that a depository may have a security interest or lien over, or right of set-off in relation to those instruments or funds.

10. The Company, before entering into securities financing transactions in relation to financial instruments held by it on

behalf of a client, or before otherwise using such financial instruments for its own account or the account of another client shall in good time before the use of those instruments provide the client, in a durable medium, with clear, full and accurate information on the obligations and responsibilities of the Company with respect to the use of those financial instruments, including the terms for their restitution, and on the risks involved.

11. The Company has the right to make any deposits and withdrawals in/from your account on your behalf to proceed settlements of your transactions in the framework of the Standard Terms of Business and related documents.

12. All institutions with which the Company intend to hold client funds or financial instruments are assessed prior of the establishment of the business relationship. During the assessment the Company takes into account the expertise and market reputation of such institutions, with the view to insuring the protection of client's rights as well as any legal or regulatory requirements or market practices related to the holding of client funds that could adversely affect client's right. This assessment is reviewed on ongoing basis.

13. The outcomes of the initial and periodic assessments are documented and contain recommendation of the Risk Manager as to establishment (or continuation) of cooperation and proposed monetary exposure limits, addressing the credit risk for clients' assets. The outcomes are presented to the Company's Board of Directors for their approval.