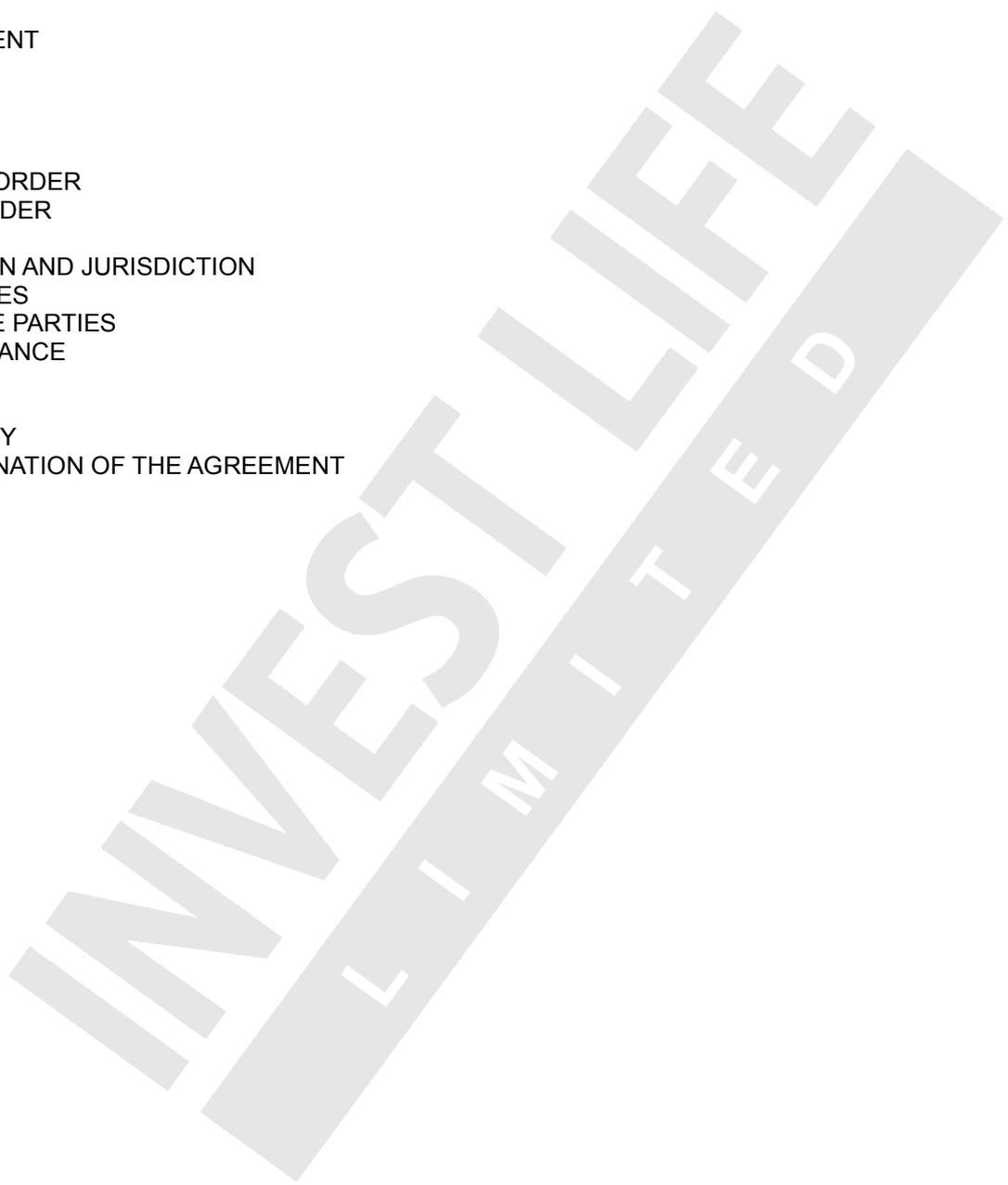


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## 1. GENERAL PROVISIONS

1.1. This document, hereinafter referred to as the Agreement, is an official public offer of **Invest Life limited** (Trust Company Complex, Ajeltake Road, Ajeltake island, Majuro, Marshall Islands MH96960) (hereinafter referred - the Company), and contains all essential provisions and conditions of opening and maintaining a margin trading accounts for trading operations with CFD, currencies and other financial instruments without physical delivery to any capable individual or corporate entity (hereinafter called the Client).

1.2. The offer is addressed to person (except for stateless persons, private persons younger than 18 years old; juridical persons of any form established under legislation of the Russian Federation, United States of America, Great Britain, New Zealand and British Columbia province and existing on the territories of the Russian Federation, United States of America, Great Britain, New Zealand and British Columbia province; private persons and fiscal agents of the United States of America, Great Britain, New Zealand and British Columbia province).

1.3. According to the current legislation of Republic of the Marshall Islands, in case of accepting the Agreement and all of its terms, conditions and regulations, the juridical or private person corresponding to the terms and conditions of the Agreement becomes the Company's client. From this moment every operation executed by the Client by any communication method agreed by both the Client and the Company becomes a subject of the Agreement, respective regulations and Risk notification.

1.4. Registration of the Client in the "Private Office", hereinafter referred to as the PO, of the Company with an address at <http://my.invlife.com/>. is considered as an acceptance of the actual Agreement.

1.5. Regarding any trading and/or non-trading transaction until the Company comes to another agreement with the Client, the Client bears full and direct responsibility to fulfill any obligations for the transactions made.

## 2. SUBJECT OF THE AGREEMENT

2.1. The Company acting as agent on behalf of the Client accomplishes the requests concerning trading and non trading operations covered by the capabilities of the client's terminal, PO and other means of filing under the conditions of the actual Agreement and corresponding Regulations and specifications.

2.2. Thereby the Company grants the Client the possibility of making trading operations with financial instruments that do not consider the procurement of an underlying asset, according to the quotes offered by the Company and via the services of the Company, under conditions agreed upon in the respective Regulations and specifications.

2.3. The list of financial instruments being subjects of transactions is specified in the trading terminal.

2.4. As for the Client's requests, the Company only accomplishes them under the conditions mentioned in the actual Agreement.

2.5. The requests that were made using the Client's account in the trading platform, the PO service and other means mentioned in the actual Agreement and in respective Regulations are considered as outgoing from the Client personally.

2.6. The Company is not obliged to watch the financial state of the Client's operations and/or the characteristics of the Client's account, as well as directing requirements on fund input to support open interests.

2.7. The Company has the right to place in open sources, sources with limited access or offer personal trading recommendations to the Client and forecasts on any operations and/or events.

2.8. The Company does not bear responsibility for the result of trading operations and the decisions made by the Client based on any information offered and/or published by the Company, including the information about the trading account of the Client and the prices of the financial instruments, but not being limited by it.

2.9. The Company has the right, but is not obliged, to close or cancel an operation effectuated as a result of the gestures mentioned in the previous paragraph/

2.10. As an objective of fulfilling the paragraphs of the actual agreement, the Company opens trading accounts for the Client.

2.11. The Company secures the current amount of funds left on the trading accounts of the Client.

2.12. The Company provides recording of the funds, of accomplished and current trading and non-trading operations of the Client, as well as settlement payments for the operations effectuated by the Client on the trading account.

2.13. The Company provides the Client with the PO service with all of its functions.

2.14. The Company provides the input/output of funds, according to the requests on non-trading operations made via the PO or other services, according to the respective Regulations, via payment systems and requisites belonging to the Company as well as to its authorized agents, natural and legal persons.

2.15. The Company, its partners and any other affiliated persons may have financial profit, legal relations or agreement concerning a certain operation of the Client.

2.16. The Client agrees and grants the Company the authority to act regarding the Client and for the Client how the Company sees reasonable despite a possible conflict of interests or some kind of financial interest concerning any operation in the PO or on the trading platform without informing the Client previously.

### **3. CLIENT'S RIGHTS**

- 3.1. To use any of the services provided by the Company, under the terms and conditions of the actual agreement and the existing Regulations, including the PO, the client terminal, the website of the Company, but not being limited by this, in order to perform trading and non-trading transactions.
- 3.2. To make requests on trading and non-trading operations via the means mentioned in the Agreement and the corresponding Regulations.
- 3.3. To open trading accounts in the Company and manage them according to his/her discretion, more specifically: input and output funds, effectuate trading and non-trading transactions, perform internal transfers between the accounts in the Company.
- 3.4. To receive information on the balance of personal accounts, quotes, rules of effectuation of trading and non-trading transactions, bonuses, promotions and other measures taken by the Company.
- 3.5. To get advice on the technical questions about the services, including the PO, the client's terminal, the website of the Company, not limited by them.
- 3.6. To require the appropriate performance of the actual Agreement and Regulations.
- 3.7. To terminate the actual Agreement if given a written notification to the Company 5 days before the assumed date of termination provided the Client has no liabilities or debts before the Company or unsatisfied requests of any kind throughout the accounts of the Client in the Company.

### **4. CLIENT'S OBLIGATIONS**

- 4.1. To carefully read through the actual Agreement and the Regulations to which it is attached, including the document warning about the risks of making trading transactions.
- 4.2. To respect all of the paragraphs of the actual Agreement and the accepted Regulations.
- 4.3. Provide the Company with reliable information.
- 4.4. To provide identity, payment or other documents needed to cooperate with the Company, at the request of the Company.
- 4.5. To inform the Company in case of amendment of the information given to the Company according to the actual Agreement, including personal data, paying requisites, civil status, within 3 (three) days from the date of amendment, using the methods described in the Agreement.
- 4.6. To inform the Company about the transfer of sums of the Company to deposit on his/her accounts, providing the documents proving the fact of transfer, if it is needed by a corresponding Regulation.
- 4.7. To pay out all the amounts needed, including commission and other expenses, determined by the Company.
- 4.8. Not to cross his/her rights, not to rest responsibility and/or perform any other act of transfer of rights according to the actual Agreement and the corresponding Regulation, without the precedent written agreement from the Company. If this condition is offended, then any assignment or retransfer of this kind will be considered invalid.
- 4.9. To guarantee the Company the protection from any kind of liabilities, expenses, claims, harm that can occur directly as well as impliedly due to the inability of the Client to discharge the liabilities according to the actual Agreement and the corresponding Regulation.
- 4.10. To monitor individually the alterations in the Agreement, Regulations, specifications and other documents and trading conditions of the Company.

### **5. COMPANY'S RIGHTS**

- 5.1. To demand full and reliable information needed to effectuate the actual Agreement and the corresponding Regulations from the Client.
- 5.2. To demand respect of the Agreement and the accepted Regulations from the Client.
- 5.3. To deny the opening of an account and/or accepting requests on accounts already opened from the Client, in case of the Client breaching the actual Agreement and/or the corresponding Regulations.
- 5.4. To deny the effectuation of a trading or non-trading transaction in the following situations:
  - 5.4.1. if the request for this transaction is made in an inappropriate way;
  - 5.4.2. the request contains unreliable information;
  - 5.4.3. the transaction contradicts the Regulations and/or the paragraphs of the Agreement in effect.
- 5.5. To deny the request of the Client if one of the conditions of the corresponding Regulation was not completed as of the date of termination of processing of such request by the Company. However the Company at its discretion regardless the noncompliance of the paragraphs of the corresponding Regulation, has the right to accept and effectuate such a request of the Client.
- 5.6. If the Company has effectuated a request of the Client and then discovered that one of the paragraphs of the corresponding Regulation had been breached, then the Company has the right to cancel the transaction and invalidate its financial result.
- 5.7. The Company has the right to invalidate any trading transaction of the Client or close one or several interests of the

client according to the actual price at any time, at its discretion, in case of the Client breaching the actual Agreement and/or the corresponding Regulations.

5.8. To stop servicing the Client at any time, having reasonable grounds for it, without warning the Client previously and without explaining the reasons.

5.9. To pass the rights and obligations according to the Agreement fully or partially to a third part.

5.10. The Company has the right to terminate the actual Agreement unilaterally without warning in case of the Client casting aspersions and information slandering the business reputation of the Company.

5.11. The Company has the right to terminate the actual Agreement unilaterally without explaining the reasons but warning the Client previously no less than 3 (three) working days before terminating the actual Agreement.

5.12. In case of an emergence of a situation not described in the actual Agreement and the corresponding Regulation, the Company has the right to act according to the accepted commercial practice, relying on the policies of honesty and justice.

5.13. The Company has the right to unilaterally make alterations in the Agreement and the Regulations. The alterations take power as soon as published.

## **6. COMPANY'S OBLIGATIONS**

6.1. To respect all of the paragraphs of the actual Agreement and the Regulations.

6.2. To effectuate the requests of the Client on trading and non-trading transactions, provided by the client's terminal, PO and other ways of making requests according to the conditions of the actual Agreement and the according Regulations and specifications.

6.3. To provide the safety and true recording of the funds on the accounts of the Client taking into account the trading and non-trading transactions, including commissions, dues, stocks, bonuses and other transactions.

6.4. To take all of the measures to keep the information received from the Client safely from third parties. The information can be provided to the authorized organizations according to the actual legislation.

6.5. To provide the Client with all the information needed on the state of his/her accounts, the current quotes on financial instruments, provided by the trading terminal, the order of mutual exchanges, rules of effectuation of the actual Agreement and Regulations.

## **7. INFORMATION EXCHANGE ORDER**

7.1. To transfer the information to the Client the Company may use the following means of communication:

7.1.1. MetaTrader terminal.

7.1.2. Internal MetaTrader trading platform mail.

7.1.3. E-mail.

7.1.4. Fax.

7.1.5. Telephone.

7.1.6. Post.

7.1.7. The materials published on the Website of the Company.

7.1.8. Notifications in the Private Office.

7.2. To transfer the information to the Company the Client may use the following means of communication:

7.2.1. MetaTrader terminal, including the internal mail of the client's terminal.

7.2.2. E-mail.

7.2.3. Fax.

7.2.4. Telephone.

7.2.5. Post.

7.2.6. Requests made from the Private Office.

7.3. To communicate the Company uses requisites and personal info of the Client indicated when registering in the Private Office taking into account the alterations which the Client pointed out according to the actual Agreement.

7.4. The Client agrees to receive any messages from the Company at any time.

7.5. Any correspondence, electronic or paper, is considered to be received by the Client directly after being sent.

7.6. The Company does not bear responsibility before the Client for uncollected correspondence in case of communication channel malfunctioning, facility breakdowns and other malfunctioning of the organizations via which the transfer of correspondence is effectuated.

7.7. In case of transferring information to the Company that requires identification, the Client is obligated to use the means of communication that allow to clearly identifying him/her. Otherwise the Company does not accept these transfers and does not consider them as stimuli.

7.8. When making requests on making trading transactions, in case of inaccessibility of the chosen way of transferring information, the Client is obliged to use alternative ways of communication listed in the actual Agreement.

7.9. The Client accepts that his/her telephone calls and other communications can be recorded on magnetic or electronic devices. These recordings belong to the Company and may serve as proof of the instructions given by the Client.

7.10. The information provided via means that require identification, using requisites and personal info of the Client is considered as being issued directly from the Client.

## **8. MUTUAL SETTLEMENTS ORDER**

8.1. The Client has the right to credit his/her account via any means provided by the Company, at any time.

8.2. All the funds, regardless of what currency they were delivered in to the Company, on its paying requisites or on the requisites of its authorized agents, will be converted into the currency of the account, determined by the closing price of the preceding day of the corresponding currency pair.

8.3. Operations to write-off and transfer funds to/from the Client are governed by the Regulation, which is an integral part of the actual Agreement.

8.4. If the total amount of indebtedness of the Client to the Company according to the actual Agreement or the corresponding Regulation is equal to the total amount of indebtedness of the Company to the Client, these liabilities are offset.

8.5. If the amount to be paid according to the actual Agreement or the relevant Regulations by one party exceeds the amount to be paid by the other party, according to the actual Agreement or the relevant Regulations, the party with a greater debt to the other party pays the difference remaining after the mutual settlements, and then both parties shall be exempt from reciprocal obligations.

8.6. If the Client must pay the Company a sum that exceeds the equity of his/her account, then this sum must be paid within 2 (two) working days from the date of emergence of this obligation.

8.7. The Client is solely responsible for the accuracy of payments made. In case of an alteration of the paying requisites of the Company, from the date of publishing of the new requisites, the Client bears responsibility for the payments performed with the outdated requisites.

8.8. All transaction costs, fees and bank, exchanges, clearing organizations and other charges associated with the mutual settlements of the Parties are paid by the Client.

8.9. The Company has the right to transfer the amount requested by the Client in the same currency in which the Client had transferred the funds to his/her trading account.

8.10. The Client's funds, transferred to the Company, are placed by the Company on proper accounts as well as the accounts of counterparties, exchanges, brokers and other organizations with whom the Company has relationships and agreements.

8.11. All Client's fund accounting is performed by the Company using the trading server, and all the mutual settlements are made according to the data kept in the system of the trading server.

8.12. The Company is not obliged to pay interest on funds deposited in the accounts of the Client, except for when specifically mentioned.

8.13. In case of the Client receiving income from the transactions made with the financial instruments, the Client's funds transferred to the Company's requisites and the funds being the Client's income excluding the funds withdrawn earlier are subject to payment.

8.14. In case when the Client bears losses from the operations with the financial instruments, then the part of funds transferred to the Company's requisites, excluding the sums of the actual losses and the funds withdrawn earlier are subject to payment.

## **9. TAXATION**

9.1. Client declares that all and any personal taxes will be paid by Client in due order according to laws and the constitution of the country of Client present residence.

9.2. Client acknowledges that Company does not provide to Client with any legal, tax or accounting advice.

9.3. Client hereby indemnifies Company of any responsibility for Client fulfilment/unfulfilment of any tax obligations Client can have as result of market Transactions undertaken by Company for and on Client behalf.

## **10. REGULATORY LEGISLATION AND JURISDICTION**

10.1. The actual Agreement, its annexes and all Regulations of the Company are governed by the laws of the country of Company registration.

10.2. Issues not settled by this Agreement shall be regulated by the law of the country of Company registration.

10.3. Any disputes that occur as a result of the actual Agreement and other agreements with the Company, are determined in accordance with the laws of the country of Company registration.

10.4. The Client implicitly:

10.4.1. agrees that the courts of Republic of the Marshall Islands have exclusive jurisdiction, which determines any

proceedings in respect of the actual Agreement;

10.4.2. obeys the jurisdiction of the courts of Republic of the Marshall Islands;

10.4.3. disclaims any protest against the proceedings in any such court;

10.4.4. agrees not to claim that such proceedings are not convenient for the venue, or that they have no legal effect to the Client.

10.5. The Client fully-termed and to the maximum extent permitted by applicable jurisdiction, refuses, in respect of him/herself and in relation to their income and assets (irrespective of their use or intended use), the immunity (on the grounds of sovereignty or any other similar grounds), of involvement court, the court's jurisdiction, injunction, ordering the execution of the obligation in kind or return of property, seizure of assets (before or after the court decision) and execution or enforcement of any judicial decision made in respect of the Client, or his/her revenues or assets in the court of any jurisdiction. The Client fully-termed and to the maximum extent permitted by applicable jurisdiction, agrees that he/she will not claim such immunity in any lawsuits.

10.6. The Client agrees to meet the demands and requirements of the court, including but not limited to, in respect of any assets of the Client.

10.7. In case of contradictions in the translation of the actual Agreement and Regulations, English text has the priority.

## **11. COMPLAINTS AND DISPUTES**

11.1. If a situation arises when the Client believes that the Company as a result of any action or inaction violates one or more paragraphs of the actual Agreement or the Regulation accepted by the Client, the Client has the right to file complaint to the Company.

11.2. The complaint must be transferred to the Company via one of the means listed in the actual Agreement.

11.3. The complaint must contain:

11.3.1. name and surname of the Client (or the name of the company if the Client is a legal entity);

11.3.2. the number of the account of the Client in the Company;

11.3.3. the date and time of occurrence of the problematic situation;

11.3.4. the description of the essence of the conflict situation with reference to the paragraph/paragraphs of the actual Agreement and/or the corresponding Regulation, which, according to the Client, have been violated

11.4. The complaint must not contain:

11.4.1. emotional appreciation of the conflict situation;

11.4.2. offensive remarks;

11.4.3. uncontrolled vocabulary.

11.5. The Company has the right to reject the claim in case of its discrepancy to the paragraphs of the actual Agreement.

11.6. All claims are considered according to the actual Agreement and/or the relevant Regulations.

11.7. All disputes and differences arising from the execution of the actual Agreement, the Regulations of the Company are to be settled via negotiation

11.8. To refer a dispute or disagreement to the court respect of the claim settlement procedure is required.

11.9. The claim should be directed to the other party within 20 days from the date when the aggrieved party learned of the violation of its rights. The statement of claim may be filed to court if the claim has not been satisfied, or the answer to the claim was not received within 30 days.

## **12. RESPONSIBILITIES OF THE PARTIES**

12.1. The Company does not bear any responsibility before the Client for any losses, lost profits, lost opportunities, costs or damages in accordance with the terms of the actual Regulation, unless specified otherwise.

12.2. The Client agrees to guarantee the Company protection against various liabilities, costs, claims, damages that may arise, both directly and indirectly due to the Client's failure to comply with its obligations under the actual Agreement and the relevant Regulation.

12.3. The Client is solely responsible for all orders and accuracy of the information submitted in the manner prescribed in the actual Agreement.

12.4. The Company does not bear responsibility:

12.4.1. for the delay in execution of the Client's requests for reasons beyond the control of the Company;

12.4.2. for any losses, costs, expenses and losses, received due to inaccurate information provided by the client;

12.4.3. for the actions of the Client and their results, aimed at the fulfillment of rights and obligations under the actual Agreement.

12.5. If the Client suffered damage as a result of the events, actions or omissions, for reasons not depending on the Company and beyond the control of the Company, including any delays in transmission, distribution, execution of orders, the distortion in the transmission of orders and/or information due to failures, failure or malfunction of communications systems and data, breaches of electricity, damage to the computer client or associated equipment while using the software, or other independent of the Company causes, the Company does not bear responsibility.

12.6. The Client fully accepts responsibility for keeping his/her password and for ensuring its safety from unauthorized access by third parties.

12.7. For damage caused to the Client as a result of the fact that information about his/her password has become known to third parties, as well as from access by unauthorized persons to the Client's means of communication, through which Contracts are concluded and Transactions are effectuated under the conditions of the Agreement, the Company does not bear responsibility.

12.8. Under the actual Agreement, compensation for moral damage is not available and non-refundable.

12.9. For the transactions of the Client the Client bears responsibility before the Company and third parties, even if the usage of the password was illegal when performing transactions.

### **13. MAJOR FORCE CIRCUMSTANCES**

13.1. The company, having reasonable grounds for it, may determine the boundaries of major force circumstances. The Company shall notify the Customer of the occurrence of major force circumstances in a manner specified in the actual Agreement.

13.2. The major force circumstances include circumstances that could significantly affect the value of underlying assets and/or the work of financial markets, namely the change in the rules of the market, specifications of the contracts, termination of existence of financial instruments, changes in legislation, hacker attacks, significant price movements and other events which according to the Company have a significant impact on rates of financial instruments.

13.3. In case of an occurrence of major force circumstances the Company has the right to:

13.3.1. increase the security deposit requirements in any of the Regulations and the contract specifications;

13.3.2. close one or more transactions at a price that the Company considers fair;

13.3.3. suspend or modify the application of any or all parts of the Regulations, at the time of impact of the above events, which is determined by the Company;

13.3.4. take or, conversely, do not take any action concerning the Company, the Client and other clients, if the Company reasonably considers it appropriate in the circumstances.

13.4. The Parties are freed of responsibility for non-fulfillment or partial fulfillment of their obligations according to the actual Agreement, if it is justified by major force circumstances.

13.5. Client agrees that Company and its directors, officers, employees will not be liable for any failure or delay to perform obligations on its part or for any losses caused directly or indirectly by any condition or circumstances over which Company, its directors, officers, employees do not have direct control, including but not limited to government restrictions, exchange or market rulings, suspension of trading, failure of electronic or mechanical equipment or power supply systems, communication, telephone, and other problems with software (system or applied), both in the local terminal and server, hackers' attacks, theft, war (whether declared or not), severe weather, earthquakes and strikes.

### **14. RISK DISCLOSURE**

14.1. Client may sustain a total loss of the margins that Client deposit with Company to establish or maintain of Client open positions.

14.2. Client acknowledges that in case of adverse market conditions (for example, the output of significant news, etc.) may be some difficulties with dealing procedure via telephone or internet. In case of adverse market conditions, execution prices of the pending orders can differ from specified prices in pending orders. In case of adverse market conditions, sending of requests, modify, deleting of orders can be difficult. In this case also execution time of orders may increase.

14.3. Client acknowledges that Risk Disclosure cannot, of course, disclose all the risks and other significant aspects of trading operations with financial instruments

14.4. Client certifies that Client has read this Risk Disclosure and fully understand all information and warnings, given in this notification in a language that Client understand.

### **15. INVESTMENT ADVICE**

15.1. Client acknowledges that Company has no liability with respect to any advice regarding the suitability or profitability of any transaction/trading operation.

15.2. Client agrees that Client will not solicit or rely on any such advice from Company or any of its employees.

15.3. Client agrees that Client will independently and without any reliance on Company make Client own judgement and decisions with respect to each transaction/trading operation.

15.4. Client assumes full responsibility for transactions/trading operations in or for the Account and for Client investment decisions.

15.5. Client acknowledges and agree that Company and its officers, directors, employees have no liability with respect to Transactions/Trading operations in or for the Client Account or for Client investment decisions.

## **16. BANKRUPTCY/INSOLVENCY**

16.1. In case of bankruptcy/insolvency of Company Client has a right to claim the available equity on client account, as it is stated in the account history, from Company direct successor/associate.

16.2. In case of insolvency/bankruptcy of the broker/principal through which Company operates in order to execute Client transactions, Client has a right to claim the a equity on Client account, as it is stated in the account history, directly from the governmental/nongovernmental securities and futures/financial markets brokerage associations/commissions for audit/control, of relevant markets in accordance with international laws.

## **17. AMENDMENTS AND TERMINATION OF THE AGREEMENT**

17.1. The company has the right to unilaterally amend the actual Agreement and its Annexes, Regulations of the company, the contract specifications and other documents of the Company as follows:

17.1.1. The paragraphs of the actual Agreement and its annexes, the Regulations of the company 7 (seven) calendar days before the planned alterations with a written notification to the Client;

17.1.2. The trade terms, contract specifications and all other documents immediately, without prior notification.

17.2. In cases that the Company believes are extreme, the Company may make changes to any document without prior notification.

17.3. The amendments apply to all open positions, open before the date the changes take effect.

17.4. The actual Agreement is valid during an undefined period.

17.5. In the event of termination of the actual Agreement, all amounts which the Client should pay to the Company are to be paid immediately, including (but without limitation):

17.5.1. all debts on fees, charges and commissions;

17.5.2. any costs caused by the termination of the actual Agreement, as well as transfer costs for transferring the Client's investments to another investment company;

17.5.3. any other losses and expenses connected with the closing of a position or in connection with any other obligations of the Company that have arisen due to the fault of the Client.

17.6. The Agreement will be deemed null and void after the satisfaction by the Client and the Company of mutual obligations, as well as provided the necessary expenses and other payments according to the Agreement are paid out.

17.7. As soon as the actual Agreement loses effect, its annexes also lose effect.