

Contract on Provision of Investment Services

NOW THEREFORE, in consideration of the mutual covenants hereinafter recited, the receipt and sufficiency of which are hereby acknowledged, and other good and valuable consideration, the parties agree as follows:

ARTICLE I. BASIC APPOINTMENTS

1. Axiory is a company providing Investment Services to Client in relation to Financial Instruments.
2. Conditions of this relation are based on articles of this Contract and the other relevant documents mentioned in this Contract.
3. In particular the basic obligations of Axiory (to be referred as a€?Investment Servicesa€?) are:
 - a. Opening, maintaining and administrating Client Account;
 - b. Executing Transaction Orders in relation to the Financial Instruments on the Client Account;
 - c. Dealing with Financial Instrument on Axiorya€™s Account;
 - d. Administrating and safe keeping of Financial Instruments and the monetary funds deposited in relation to Investment Services provided.
4. To all the terms used within this Contract, the definitions specified in Terms and Conditions apply respectively.

ARTICLE II. USED DOCUMENTATION

1. The provision of Investment Services based on this Contract are regulated by the following documentation which constitute an integral part of this Contract:
 - a. Proclamation of Trading Risk Execution,
 - b. Client Investment Questionnaire,
 - c. Terms and Conditions.
2. Axiory reserves the right to change the documents listed in point 1. of this Article. The current version of such documents shall always be available on Axiorya€™s Website.
3. Process of changing the documents listed in point 1. of this Article is described in Terms and Conditions. Axiory is obliged to inform the Client about such change, which may only be made in compliance with the process described in Terms and Conditions.

ARTICLE III. ?TRADING SYSTEM

1. For purposes of opening a Client Account and further provision of Complementary services, the Client will have access to internet-based application MyAxiory.
2. The provision of Investment Services regulated by this Contract shall be provided with the usage of one or more trading Platform(s), provided by Axiory to the Client. Trading Platform(s) will be chosen by Client during Client Account opening process through MyAxiory. Client has the right to change trading Platform in accordance with conditions of such Trading Platform provider.
3. In the case of technical failure of trading Platform and for the purpose of urgent Closing Position or disabling of Client Account, Client has the possibility to enter orders by phone, as described in Terms and Conditions.
4. The Client hereby acknowledges, that for Axiory to fulfil its obligations under this Contract, it is necessary that the Client has access to the internet and a personal computer or mobile phone equipment, which makes it possible to install trading Platform.
5. Client is liable for all cost and legal duties connected with the provision of applicable hardware and software, which is used as a part of Trading System. Client is further liable for adequate internet connection speed.

ARTICLE IV. ?RISK RELATED WITH INVESTMENT SERVICES

1. There are large risks related with market trading of Financial Instruments. The financial Leverage mechanism may cause the loss higher than the amount of the initial deposit of the Transaction, and in particularly unfavourable conditions, to exceed the value of the whole investment account. Detailed description of the risk factors is provided in the Proclamation of Risk.
2. Entering into this Contract the Client confirms that:
 - a) He is aware of and accepts the risks associated with the Transactions in Financial Instruments, as described in the documentation provided to the Client;
 - b) The financial result of such transactions will be accounted on the Client Account, no matter whether positive or negative;

- c) He is aware of and accepts the fact that in a case where Axiory acts upon this Contract, Axiory executes its rights without any specific order from the Client
 - d) He confirms the fact that Axiory issues neither a guarantee nor promise of such guarantee whatsoever of achieving or maximising a profit, nor avoiding or minimising a loss;
 - e) He is capable of covering any financial result incurred by the operations of the derivative financial instruments characterized by a high financial Leverage.
3. Axiory is not responsible for eventual losses or other damages caused by Unavoidable Circumstances.
4. Client agrees and accepts the fact that the Transaction Orders submitted by the Client are executed on the Over the Counter market. This acceptance is considered to be automatically renewed every time Client enters a new Transaction Order.

ARTICLE V. DEPOSIT, WITHDRAWAL AND RELATED QUESTION

1. For purpose of keeping the funds deposited by the Client, Axiory maintains a Client Account. Number of Client Account shall be expressly stated in confirmation issued by Axiory after finishing Client Account opening process, i. e. at the time of entering into the Contract.
2. Client Account opening process and entering into the Contract are both governed by Terms and Conditions.
3. The Client confirms, that he has been informed from the side of Axiory about a necessity of monitoring the level of the funds available to be deposited for open transaction(s) on the Client Account. In particular the Client has been informed about the necessity of supplementing the deposit to the value required by Axiory, without any further notice from Axiory.
4. The Client agrees and accepts the right of Axiory to close some or all of the open positions on the Client Account in specific cases in accordance with regulations specified in the Terms and Conditions.
5. Axiory is obliged to execute Transaction Orders of withdrawal of funds placed by the Client under conditions specified by Terms and Conditions. In case of request for withdrawal, the funds are deducted from the Client Account and sent to Client's Transaction Account.

ARTICLE VI. CONFIDENTIALITY AND CONFLICT OF INTERESTS

1. Both parties are obliged to treat all the data related to this Contract as confidential, except in cases where disclosing such data to third parties is required by binding law regulation if it is necessary for the fulfilment of the obligations resulting from the Contract or upon Client's explicit consent.
2. Client hereby represents that he/she/it has been introduced to Axiory's policy of managing Conflicts of Interests, as described in Terms and Conditions.

ARTICLE VII. TERM AND TERMINATION

1. This Contract is concluded for an indefinite period of time.
2. This Contract can be cancelled by any of the Parties upon the basis of the regulations specified in Terms and Conditions.

ARTICLE VIII. CLIENT'S PERSONAL DATA

1. The Client hereby agrees with processing of personal data including, but not limited to number of bank account, name, surname, email address, telephone number, address and his trading data for advertisement and marketing purposes and for purposes of concluding and executing this Contract and all the subsequent services related to it and for purposes of organizing seminars, workshops and other educational activities of Axiory.
2. The Client takes due note of his obligation to control his personal data (in reasonable intervals) and to correct it. This may mean, in particular, blocking, correcting, supplementing or liquidating of the not accurate personal data.
3. The Client is further aware of his right to ask Axiory for an explanation any time the Client finds or presumes that Axiory is carrying out of the Client's personal data which is in contradiction with the protection of his private and personal life or in contradiction with the law or if the personal data is inaccurate for the purpose of its processing. In those cases, the Client is entitled to require Axiory to remedy the arisen damage.

ARTICLE IX. FINAL PROVISIONS

1. This Contract shall be governed by, and constructed in accordance with the law of state Belize. Way of dispute resolution is described in Terms and Conditions.
2. Each party represents and warrants to the other party that it has the legal capacity, necessary approvals and authority to enter this Contract.
3. This Contract may be altered, amended, or repealed only by a written agreement signed by both parties, unless stated otherwise in Terms and Conditions. Written amendments or changes to this Contract created by separate document are automatically attached as amended.
4. If any provision of this Contract is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the parties acknowledge that each has fully read and understood this Outsourcing Contract, and, intended to be legally bound thereby, executed this Outsourcing Contract on the date first above written.