

# Non-Trading Operations Policy

## 1. Definitions

- a. The aim of these non-trading operations policy (“Policy”), is to describe the set of measures which can be taken to provide warning about and detect violations of financial legislation, combat financial abuses, and outline the procedures for carrying out non-trading operations for Trading Accounts opened Client Portal with DOTO Global Ltd (the “Company” and/or “Doto”).
- b. This document is publicly available and is an integral part of the Client Agreement.
- c. The Company has the right to amend the terms of this Policy. Such amendments will take effect on the day notification is given either in written or electronic form, by notification on the Website, or by other means at the Company’s discretion. In the event of a discrepancy between certain terms of this Policy and certain terms of the Client Agreement, the terms of this Policy shall take priority. Such a circumstance shall not affect the validity of the remaining terms of the above-listed documents and/or any appendices to the account opening documentation.
- d. The Client hereby assumes the following obligations:
  - i. To comply with legal regulations, including international, which are aimed at counteracting illegitimate trade, financial fraud, and money laundering.
  - ii. To exclude direct or indirect facilitation of illegal financial fraud and other illegal transactions using the rights granted by the Company to conduct non-trading (financial) transactions via the respective services in the Trading Account.
  - iii. To exclude direct or indirect facilitation of financial fraud, as well as other actions contradicting to the applicable national and international laws
  - iv. To exclude from one’s practices pertaining to the use of the Trading Account, any actions that can cause direct or indirect harm to counteracting money laundering and financing of terrorism.
  - v. The Client guarantees the legality of the source, ownership, and right to use funds transferred to the Company for the purpose of crediting the trading account opened by the Client.
- e. For instant communication with the Client for the purpose of solving issues on non-trading (financial) transactions the Company shall use the contact information of the Client specified upon registration of the Client or changed by the latter in accordance with the procedures set by the Company. The Client hereby agrees to accept information messages from the Company at any time. Moreover, the Client hereby agrees to have such information

- messages delivered to the Client using any means available to the Company (telephone, internal mail of Client Area, authorised e-mail, SMS, etc.).
- f. The Client acknowledges and consents to the Company's right to investigate the suspicious non-trading operations outlined in clause 2 of this Policy and suspend such operations until the investigation has been completed and the reason for the suspicious operations established.
  - g. While conducting the investigation the Company may request from the Client proof of identity documents and/or banking cards used to credit the trading account of the client , payments and other documents pertaining to confirm the legality of the source and ownership of disputed funds.
  - h. The Client is informed that if suspicious trading operations are detected, the Company has the right to:
    - i. Not carry out the suspicious operations;
    - ii. Institute restrictions for withdrawing funds from the client's Trading Accounts at the discretion of the Company;
    - iii. Return funds previously deposited to the Client's Trading accounts using any payment details by which deposits had been made to the Trading Account;
    - iv. Close the trading account of the client with the company and deny any further services to the client.
    - v. Indisputably withhold the sums of fees, bonuses (interest) from the trading account of the Client compensated to the Client earlier under non-trading (financial) transactions (if any).
    - vi. Indisputably write off from the trading account of the Client any commissions and other expenses related with conducting suspicious non-trading (financial) transactions.
    - vii. On a compulsory and unilateral basis close the open positions of the Client under merchandise transactions and (or) suspend the investment activities of the Client after registering profit or loss.
    - viii. Prohibit Client's access to the trading and/or investment terminal until obtaining a more complete and thorough understanding of a suspicious non-trading (financial) transaction.
  - i. This Policy stipulate a complete refusal to carry out suspicious non-trading operations even to the point of either terminating and/or suspension of contractual relations with the Client. Such a situation is not grounds for the Company to be subject to civil liability for violating the terms of a contract or any act/omission arising from the business relationship between the Parties.

## 2. **Signs of suspicious non-trading operations and the criteria for determination them as such**

- a. The Company may declare a trading or non-trading operation suspicious in the following instances:
  - i. detected misuse of crediting an (or) writing-off of funds to and (or) from the trading account the client , including but not limited without conducting trading or investment transactions for this trading account with the use of funds credited to this trading account in accordance with the client agreement. Making any trading operations on the accounts
  - ii. detected confusing or unusual nature of non- trading (financial) transaction which has no clear economic purpose or clear legal aim;
  - iii. detected other circumstances which provide grounds to believe that the operations are being performed for the purpose of legalizing funds obtained illegally or financing terrorism;
  - iv. The Client's failure to provide identification or the provision of inaccurate information accompanied by an inability to establish contact with the Client using the specified addresses and telephone numbers;
  - v. The provision of forged or invalid documents and low-quality documents.
  - vi. In the event that the Client fails to provide information and/or documentation requested by the Company;
- b. The guidelines for determining suspicious operations are established by subjective evaluation on the part of the Company by means of regular analysis of non-trading operations.
- c. The list of signs of suspicious non-trading operations and the criteria for determining them as such as listed in clause 2 of this Policy is neither complete nor binding. The Company may declare an operation suspicious based on the economic aim of the operation and accompanying circumstances as well as through interaction with the Client or the Client's representative.
- d. In the event of suspicious non-trading operations having been detected, the Company may make a decision concerning future actions with respect to the Client and the Client's non-trading operations.
- e. All fund withdrawal and deposit operations made by the Client are confirmed by an entry in the "Transaction" section of the Client Portal. If the Client notices an error in an entry for a fund deposit to or withdrawal from the Trading Account, the Client is obligated to file a claim in accordance with clause 7 of this Policy.
- f. If the Client notices an error in the Client's favour, he/she is obligated to inform the Company of the mistake as soon as possible, using the contact information in the "Contacts" section of the Company's Website.

- g. The Client is required to immediately inform the Company of any changes in the Client's contact or personal information by making the necessary changes in the Client Portal or by using any other of the methods listed in the "Contacts" section of the Company's Website.

### 3. **Deposit funds to the Trading account of the Client**

- a. The Company offers the Client its services exclusively by virtue of the funds located on the Client's Trading Account with the Company. Upon the deposit of funds the Company promptly places any Client money it receives into one or more segregated account(s) with reliable financial institutions chosen by the Company, which are held separate to the funds of the Company, also known as the "Client's Account";
- b. Although the Company shall exercise all due skill, care and diligence in the selection, appointment and periodic review of the above institutions, the Company cannot guarantee their financial standing;
- c. The Client funds at all times are segregated from the Company's own money and cannot be used in the course of its own business.
- d. In order to deal or effect transactions for the Client's Account the Company may, at its sole discretion, deposit the client funds with an intermediate broker, credit institution, payment service provider, and/or bank.
- e. The Company may keep merchant accounts on its name with payment service providers used to settle payment transactions of its Clients (the "Merchant account" );. However, it is noted that such merchant accounts are not used for safekeeping of Client money, but only to effect settlements of payment transactions. It is further understood that such payment service providers normally keep a percentage of the deposit as a rolling reserve. This will not affect the balance of the Client's Trading Account(s);
- f. When transferring funds to the Company's accounts, the Client is obligated to take into account the requirements and restrictions provided for by existing legislation and any other legal acts of the countries under the jurisdiction of which the transfer is made.
- g. The transfer of funds to the Client's Trading Account is made in the currency of the Trading Account specified for the transfer regardless of which currency is used for the transfer. If the currency of the transfer is different from the currency of the Trading Account, the sum being transferred will be converted into the currency of the Trading Account using the Company internal exchange rate on the day the payment is posted to the Company's account.
- h. Depositing funds to the Trading account can be done through any of the methods listed on the Company's website and in the Client Portal. On funding a Trading account, the Company compensates the full or partial amount of

- fees charged by payment systems as listed at the Company's website and in the Client Portal.
- i. The Company reserves the right to establish restrictions for the minimum and maximum allowable deposit for each deposit method and transfer currency. Existing restrictions are listed on the Company's website and in the Client Portal. and may be changed by the Company.
  - j. The Company is prohibited from deducting any additional commissions on the Client's transfer for deposit to the Trading Account beyond those commissions and other expenses specified in these Provisions.
  - k. A fund deposit to the Client's Trading Account is made by a Request for deposit (hereinafter "Request") which is generated automatically each time a deposit invoice is made. The Request is considered accepted by the Company if it is displayed in the "Transaction" section of the Client Portal, as well as in the Company internal client request records.
  - l. If the Client does not have the opportunity to send a Request through the Client Portal, the Client must contact the Company in order to resolve the matter on an individual basis.
  - m. A fund deposit to the Client's Trading Account is fulfilled within 4 (four) business day, no later than the end of the four-business day after the funds are posted to the Company bank accounts, or from the moment a "Transfer funds between accounts" order is received if the transfer is being made from another of the Client's Trading Accounts with the Company.
  - n. If funds sent by wire transfer are not deposited to the Client's Trading Account within 7 (seven) business days, the Client has the right to request that the Company conduct an inquiry into the transaction. The Client accepts that additional expenses may be incurred as a result of the inquiry which the Client is obligated to pay either by transferring the necessary sum to the Company account or by a deduction of the sum from the Trading Account (the sum may be withheld without notice).
  - o. In order to conduct an inquiry into the Client's wire transfer, the Client must make a request in accordance with clause 8 below and also furnish the Company the following:
    - i. a copy of the swift to confirm that a transfer has been made;or
    - ii. a copy of the payment order marked by the bank as executed to confirm that a transfer in relevant currency have been made.
  - p. If funds sent by electronic fund transfer or by transfer from a credit/debit card are not posted to the Client's Trading Account within 2 (two) business days, the Client may request that the Company conduct an inquiry into the transaction. The Client accepts that additional expenses may be incurred as a result of the inquiry which the Client is obligated to pay either by transferring the necessary sum to the Company account or by a deduction of

the sum from the Trading Account (the sum may be withheld without notice).

- q. In order to conduct an inquiry into the Client's electronic fund transfer or transfer using credit/debit card, the Client must make a request in accordance with clause 8 below and also furnish the Company the following:
  - i. For an electronic fund transfer: a screenshot of the transfer or notification of payment from the payment system which confirms that a transfer has been made to the Trading Account;
  - ii. For a transfer made by credit/debit card: a copy of an identity-confirming document and a copy of the card.
- r. The Company is not responsible for the time taken for funds to be transferred or for any technical malfunctions which may occur if the fault for such circumstances lies not with the Company but with the payment system or payment service provider of the Company.

#### 4. **Methods for making deposits to Client's Trading Account**

- a. Currency wire transfer.
  - i. The Client may deposit funds in the Client's Trading Account by means of a currency wire transfer at any time if the Company permits such a deposit method at the moment the transfer is being made.
  - ii. The Client may make a currency wire transfer to the Company bank account Client Portal only from the Client's registered bank account.
  - iii. Client Portal: When preparing the payment order for a currency wire transfer, the Client must correctly indicate the Company bank details, Client Trading Account number and the purpose of payment for payment.
  - iv. The Company has the right to refuse to transfer funds to the Client's Trading Account if the payment was received from a third party or the purpose of payment does not match with client registered bank account. In the above-described instance, the Company shall return the funds to the sender's account. The Client will be responsible for all expenses incurred in returning the funds.
- b. Transfer using an electronic fund transfer.
  - i. Deposits may be made to the Client's Trading Account by means of an electronic fund transfer if such a deposit method is allowed in the Client Portal at the moment the transfer is being made.
  - ii. The Client may carry out an electronic fund transfer to the Company account.
- c. Transfer using a credit/debit card.
  - i. Deposits may be made by means of a transfer by credit/debit card, if both the deposit method and card type are indicated in the Client Portal at the moment the transfer is being made.



- ii. The Client may only carry out a transfer using a credit/debit card issued in the Client's name. The Company does not accept transfers from the cards of third parties.
- iii. The Company reserves the right to refuse to transfer funds deposited to the Trading Account if the transfer was received from a third party. In such a case, the Company shall return the funds to the sender. The Client is responsible for all expenses connected with returning the funds.
- iv. The Client understands and agrees that the Company is not responsible for the time taken for funds to be returned or for technical malfunctions which could arise during the transfer if the fault for such circumstances lies not with the Company, but with the Company payment service provider's processing center or the international payment system, and/or any other reasonable valid explanation.

## 5. **Withdrawing funds from Client's Trading Account**

- a. The Client has the right to partially or fully withdraw or transfer the funds located on the Client's Trading Accounts by making a "Request to withdraw funds from the Trading Account" or "Request to internal fund of Client's funds to another trading account of the Client," with the Client's instruction to withdraw funds from the Client's Account or transfer funds to another of the Client's Trading Accounts opened with the Company, in accordance with the following terms:
  - i. The Company executes Requests to withdraw funds from the Client's Trading Account only within the free margin on the Trading Account at the moment the Request is executed. If the sum requested by the Client (including commissions and other expenses stipulated by this Agreement) is greater than the amount of free margin on the Client's Trading Account, the Company has the right to reject the Request with an accompanying explanation.
  - ii. The Client's instructions for a fund withdrawal from the Trading Account should conform to the requirements of, and take into account all restrictions established by this Policy, and other documents executed between the Client and the Company, including any restrictions indicated in the Deposit/Withdrawal section of the site, as well as restrictions established by applicable laws or other legal acts of the countries under the jurisdiction of which the transfer is made.
- b. A "Request to withdraw funds" by means of a transfer of funds to the Client's External Account may be executed by payment service provider of the



- Company. The Company is not responsible for delays in processing the withdrawal caused by payment systems.
- c. The Client makes “Requests to withdraw funds” or “Requests to transfer funds between Client’s Trading accounts” in a particular currency. If the currency of the Account differs from the currency of the transfer, the sum being transferred is converted by the Company into the currency of the transfer using the Company internal exchange rate on the day the of the payment/transfer. Client Portal The currency in which the Company make transfers to the Client’s external account is listed at the Company's website and in the Client Portal for each withdrawal method.
  - d. The size of commissions, and other expenses for each withdrawal method are published in the Client Portal on the Company’s site and may be changed by the Company at any point in time.
  - e. The Company reserves the right to institute minimum and maximum allowable withdrawal restrictions depending on the method of withdrawal. These restrictions are published at the Company's website and in the Client Portal and may be changed by the Company at any point in time.
  - f. The Client understands and agrees that the Client is responsible for all expenses connected with the chosen transfer method.
  - g. The Company is prohibited from deducting any additional commissions from the Client’s transfer sum when making a deposit to the Trading Account beyond those commissions and other expenses specified in this Agreement or in any specification/addendum to the Client Agreement.
  - h. A withdrawal of funds from the Trading Account is executed when the Company receives a “Request to withdraw funds” or a “Request to transfer funds between accounts.”
  - i. A Request is considered accepted by the Company if it is issued through the Client Portal and displayed both in the “Transactions” section of the Client Portal, as well as in the Company internal client request records.
  - j. The Company does not accept Requests issued using any method other than the method described in clause 6.
  - k. A withdrawal of funds from the Trading Account is fulfilled within 1 (one) business day, no later than the end of the next business day after the “Request to withdraw funds” is received, provided that the relevant requirements are met:
    - i. the "Request to withdraw funds" includes all required information;
    - ii. the "Request to withdraw funds" is to make a transfer to the originating account (whether that is a bank account, a payment system account etc. from which the money was originally deposited in the Client’s Trading Account) or at the Client’s request to a bank account belonging to the Client;

- iii. the Company, in accordance with anti-money laundering framework, has been satisfied that the bank and/or credit card account where the transfer is to be made to, belongs to the Client. To this end the Company may request evidence such as bank statements and/or the equivalent;
- iv. There is no Force Majeure event which prohibits the Company from effecting the withdrawal.
- v. The Company cannot be held responsible for delays caused by incomplete documentation or the Client's Bank internal procedures.
- vi. If funds sent by wire transfer are not posted to the Client's External Account within 7 (seven) business days, the Client has the right to request the Company conduct an inquiry into the transaction. The Company may present the Client with a document verifying that the funds have been sent, and for a currency wire transfer, a copy of the swift which confirms that a transfer in a foreign currency has been made.
- l. If funds sent to the Client's credit/debit card are not posted within 10 (ten) business days, the Client may request that the Company conduct an inquiry into the transfer.
- m. If funds sent by electronic fund transfer are not posted to the Client's external account within 2 (two) business days, the Client may request that the Company conduct an inquiry into the transfer.
- n. The Client understands and agrees that an inquiry and request of documents may incur commission expenses which shall be paid by the Client. The method of payment is determined on an individual basis and may be carried out by means of a transfer of the necessary sum to the Trading Account as well as a deduction of the sum from the Client's Trading Account (the sum may be deducted without notice).
- o. If an employee of the Company makes an error while sending funds such that the funds are not posted to the Client's external account, the commission expenses incurred as a result of resolving this matter shall be carried out by the Company.
- p. If the Client makes an error while filling out a "Request to withdraw funds" such that the funds are not posted to the Client's external account, the commission expenses incurred as a result of resolving this matter shall be carried out by the Client.
- q. Client Portal: The Company reserves the right to only withdraw the Client's funds to the Client's personal bank account under the condition that the Client provides valid identification.
- r. It is assumed that the Client will withdraw funds from the Client's Trading Account using the same method with which the deposit was made to the Client's Trading Account. If the Client intends on withdrawing funds from the

Trading Account using a different method from the one used to make the deposit to the Client's Trading Account, the Company reserves the right to refuse to execute such an operation or increase the processing time for the withdrawal.

- s. The Company has the right to increase the processing time for the withdrawal of funds from the Client's Trading Account in situations which require additional time (for example, the withdrawal of large sums, , if the transaction is declared suspicious, until the resolution of a disputed situation with the Client involving trading and non-trading operations, or if it was impossible to contact the Client in order to clarify a disputed situation involving trading and non-trading operations).
- t. The Client understands and agrees that the Company does not bear responsibility for errors made by the Client in indicating the bank details for a withdrawal of funds, for the processing time of the transfer, nor for technical malfunctions which occurred during the transfer through no fault of the Company.

## 6. **Methods of withdrawing funds from Client's Trading Account**

- a. **Currency wire transfer**
  - i. The Client may send a "Request to withdraw funds" by means of currency wire transfer at any time if such a method is listed in the Client Portal.
  - ii. The Client can make a "Request to withdraw funds" only to a bank account in the Client's name. the Company will not process Requests for withdrawals to a bank account belonging to a third party.
  - iii. If the above terms of clause 6. have been fulfilled, the Company is obligated to send the funds to the Client's bank account in accordance with the bank details specified in the "Request to withdraw funds".
- b. **Transfer by credit/debit card**
  - i. The Client may send a "Request to withdraw funds" by means of a credit/debit card at any time if such a method is listed in the Client Portal.
  - ii. The Client may make a "Request to withdraw funds" only to the Client's own credit/debit card. The Company will not process Requests for withdrawals to a credit/debit card belonging to a third party.
  - iii. The Company is obligated to send the funds to the Client's credit/debit card in accordance with the bank details specified in the "Request to withdraw funds"

- iv. If when withdrawing funds to a credit/debit card, the Client indicated an incorrect expiration date or incorrect/non-existent cardholder, the Company shall reject the Request with an accompanying explanation.
- c. Electronic fund transfer
  - i. The Client may send a “Request to withdraw funds” by means of an electronic fund transfer at any time if such a method is listed in the Client Portal.
  - ii. The Client may make a “Request to withdraw funds” only to the Client’s own electronic account.
  - iii. The Company is obligated to send the funds to the Client’s electronic account in accordance with the payment details specified in the “Request to withdraw funds.”
- d. Fund transfer between accounts
  - i. The Client may send a “Request to transfer funds between accounts” at any time if the Company offers such a method at the moment of the transfer.
  - ii. The Client may send a “Request to transfer funds between accounts” in order to transfer funds to another account registered in the Client’s name. The Company will not process “Requests to transfer funds between accounts” to the accounts of third parties.
  - iii. If when processing a transfer between accounts, a the Company employee makes a mistake which leads to the funds being posted to the wrong account, the funds will be returned to the Client at the Company expense.

## 7. Procedure for using the Client Portal

- a. The Client agrees with all requirements laid out in this clause for using the Client Portal.
- b. When registering on the Company Website, the Client is obligated to furnish correct, accurate and up-to-date personal information in accordance with the requirements of the Client registration form on the Company Website.
- c. Client Portal: The Client is obligated to immediately inform the Company in writing, of any changes in the Client’s personal or contact information.
- d. For the purposes of identifying the Client, the Company has the right to request from the Client at any time following the Client’s registration an identity-confirming/verification document, confirmation of registered address and/or current place of residence, a information on client’s employment and confirmation of the source of the Client’s income and source of wealth.
- e. The Company reserves the right to suspend non-trading operations on the Client’s Trading Account if it has been revealed that the Client’s personal data are incorrect, inaccurate, false, or if the Client did not furnish the requested documents.

- f. A “Request to deposit funds” and a “Request to withdraw funds” made through the Client Portal may be rejected by the Company employee, indicating the reason for the rejection.
  - g. The Client Portal is protected by a password. The Client bears full responsibility for protecting the password from unauthorized access by third parties. The Company is not responsible for any losses the Client may suffer as a result of the password being stolen, lost, or disclosed to/by third parties. The Client should notify the Company in writing of such a case and request a change in username and/or password, as the case may be.
8. **Procedure for carrying out inquiries into fund transfers and resolving disputes concerning non-trading operations.**
- a. If a disputed situation concerning non-trading operations arises, the Client has the right to file a claim with the Company or send a request for an inquiry into the transfer. Claims and requests are accepted within 10 (ten) business days from the moment the disputed situation concerning non-trading operations arises.
  - b. A claim must be made in writing and sent by the Client to the Customer Support Department using the email [support-mu@doto.com](mailto:support-mu@doto.com). The claim must contain the number of the Trading Account and the nature of the claim. The claim must not contain abusive or offensive language or an emotionally charged description of the situation, otherwise it may be rejected.
  - c. The time of receipt of the Claim Client Portal should be considered the time at which the disputed situation arose.
  - d. In order to review the claim, the Company has the right to request additional documents from the Client.
  - e. The Company reserves the right to reject a claim if clause 8 of this Policy is not adhered to.
  - f. The Company may dismiss a request and/ or claim if it contains the following;
    - i. Emotional evaluation of a disputable situation
    - ii. Offensive language with regard to company or its employees
    - iii. obscenities
  - g. The Company will contact the Client regarding any suspicious non-trading operations and the Company will use the contact details provided by the Client during the account opening or as updated by the Client and provided to the Company in writing.
  - h. The Client agrees to accept any notifications from the Company at any time. In case of any changes to the Client’s details, it is the responsibility of the Client to duly inform the Company of such changes in writing.
  - i. The Company reserves the right to partially or fully (as the case may be) block (depending on the merits of dispute) the transactions in the trading

account (s) of the Client until the disputes are settled or the Parties reach intermediate (preliminary) agreement.

9. **Legalization of income generated by illicit means.**

The Company cooperates in the fight against money laundering and terrorism financing, together with Law Enforcement Agencies and all International Organizations and Institutions and takes all necessary measures to combat all aspects of such activities. The Company will impede any attempt to legalize illicitly obtained funds. The Company reserves the right to refuse to process any payment or payment request and cancel any transaction(s) if the Company doubts the legality of such transactions. The Client understands and agrees that the Company may disclose information to any regulatory and/or competent authorities in the fight against money laundering and terrorism financing, without obtaining any prior approval(s) from the Client in the event of such case occurring.

10. **Conflict of interest**

- a. The Company is obligated to take all reasonable measures to uncover where there may arise a conflict of interest between the Company, its employees, relevant third parties, and the Client.
- b. If the Company discovers a conflict of interest, the Company is obligated to prevent any of the involved parties from abusing the situation.
- c. Any conflict of interest should be reported by the relevant persons to their superiors and/or the management/directors as the case may be as soon as possible, in order for the Company to take necessary measures and/or action.

11. **Amendments to the Policy**

- a. The Company makes any changes and amendments to this Policy and other regulatory documents unilaterally.
- b. Any changes and amendments made by the Company with regard to change of laws and other policies governing the services provided by the Company, as well as Company regulatory documents, shall take effect simultaneously with commencement of changes in the Policy.
- c. Any changes and amendments made by the Company hereto, as well as to any Company regulatory documents at the initiative of the Company shall take effect on or after the date specified by the Company.
- d. With the purpose of ensuring guaranteed familiarization with the changes and amendments before their commencement the Client shall regularly (at least once a week) by itself or via authorized persons check official websites of the Company for information about changes and amendments made in this Policy, as well as in other Company regulatory documents.

- e. Upon commencement of the respective changes in conformity with the requirements of this section, such changes and (or) amendments hereto, as well as other Company regulatory documents shall apply equally to all Company Clients, including Clients who entered into an agreement before the relevant amendments took effect.

## 12. **Definitions used in this Policy**

'Account/Trading Account' shall mean the personal account provided by the Company to the Client, accompanied by Access Codes, enabling the Client to access the Trading Platform and Client Portal, carry out trading operations, deposit funds and withdraw funds; 'Access Code' shall mean the username and password given by the Company to the Client for accessing the Company's Trading Platform and Client Portal.

'Client Agreement' shall mean the agreement between the Company and the Client which is established upon agreeing to the terms and conditions during the registration of a Trading Account.

'Client Portal' shall mean software through which the Client can carry out non-trading operations and receive messages from the Company.

'Trading Platform' shall mean software through which the Client can obtain real-time information about quotes to carry out trading operations.