

CUSTOMER AGREEMENT
for agency service

No. _____
Date: _____ 201__

Romanov Capital Ltd., having its registered address at: 147 Main Street, Road Town, Tortola VG 1110, British Virgin Islands, hereinafter referred to as the Company, on the terms of a public offer offers to enter into an agency agreement for provision of conversion arbitrage services for transactions with currencies and other financial instruments without physical delivery (hereinafter – Agreement) to any capable individual or legal entity (hereinafter – Customer), collectively hereinafter referred to as the Parties, subject to the procedure and on the terms herein set forth:

Any other agreements or arrangements existing between the Parties prior to the date of this Agreement and having the same subject matter shall terminate upon acceptance by the Customer of the terms and conditions hereof.

For the purpose of this Agreement any words denoting a person/thing in the singular shall equally apply to such person/thing in the plural, and vice versa, as well as any words denoting a gender will equally apply to a person of the other gender.

In case of any ambiguity in interpretation of any terms and conditions hereof, the text in the English language shall prevail.

1. Terms and Definitions.

Unless otherwise required by the context, the following terms used in this Agreement will have the following meanings:

“Service” shall mean services that enable the Customer by telephone or via the Trading Terminal to submit/give Instructions to buy/sell Lots of certain Financial Instruments, as well as to access market, analytical or other information through its Client Area, the Company’s website, the Trading Terminal or otherwise.

“Agent” shall mean a person specially designated and authorized by the Customer to submit to the Company instructions to buy/sell Financial Instruments on behalf of the Customer;

“Account” shall mean a margin trading account for trading in CFD, currencies or other Financial Instruments without physical delivery that will be opened in the name of the Customer and maintained by the Company in accordance with this Agreement;

“Trade Deal” shall mean conversion arbitrage in Financial Instruments;

“Spot” shall mean a deal effected at the current Market Price with subsequent delivery/settlement on the second working/business day after the deal;

“CFD” shall mean a contract based on fluctuation of prices of certain Financial Instruments;

“Financial Instruments” shall mean any marketable assets, including securities, commodities, interest rates and debt instruments, Currencies, indexes, basic and precious metals, CFDs;

“Lot” shall mean a certain amount of a Financial Instrument that can be bought/sold in accordance with Customer’s Instructions;

“Instruction/Direction/Order” shall mean an instruction to buy/sell Lots given by the Customer to the Company;

“Margin” shall mean a minimum amount of money/funds that shall be available on the Customer’s Account as a security so that to enable to Customer to buy/sell Lots for maintaining an Open Position;

“Available Funds” shall mean any funds on the Account that are not subject to any security interest or do not constitute any actual obligations, less the required Margin and current losses calculated for the Customer’s Open Positions based on the current prices of Financial Instruments;

“Open Positions” shall mean the aggregate market exposure arising as a result of purchase/sale of Financial Instruments in accordance with the Customer’s Instructions and persisting all the time until such market transactions/exposures are closed through offsetting transactions;

“Account History” shall mean a notice issued by the Company and containing all information about Transactions, payouts, payments, fees, etc., including deposit or withdrawal of funds to/from the Customer’s Account;

“Base Currency” shall mean a monetary unit, in which the Account, all balances, fees and payouts are denominated;

“Currency” shall mean the officially recognized national currency unit of a (foreign) state;

“Securities” shall mean preference or ordinary shares, government bonds, bills, warrants, futures or option contracts, certificates of deposit or any other securities of any type or description, or any other asset or investment;

“Market Price” shall mean quotation of bid and offer prices of Financial Instruments received by the Company from its Broker at a given/this moment of time;

“Trading/Business Day” shall mean a day when banks are opened for business in the corresponding market;

“Transaction” shall mean an executed Instruction/Direction;

“Broker/Principal” shall mean a brokerage house, a bank or any other third party through which the Company can operate to obtain prices of Financial Instrument and/or execute the Customer’s Instructions;

“Representative” shall mean any individual or legal entity specially designated and authorized by the Company to represent the Company’s interests at any place and having appropriate documents;

“Client Area” shall mean a source of reference information. Client Area contains market, analytical and personal confidential information available only to the individual user and protected with the help of authorization parameters (login and password). Client Area is accessible through the Company’s

"Trading Terminal" shall mean an information and trading platform that enables one to submit Instructions for execution of Transactions and is also used for receiving notices and other reference information from the Company.

2. General Provisions.

2.1. The Company is herewith authorized by the Customer to act as an agent, or a principal or a broker to execute the Customer's Instructions to buy and/or sell Financial Instruments.

2.2. The Company provides Service only. The Company shall unconditionally execute any Instruction/Direction submitted by the Customer, whether or not the Customer will suffer any losses because of such trading transaction.

2.3. The Customer assumes all obligations and liability for any consequences that may arise as a result of execution of any Instructions/Directions of the Customer and/or Customer's Agent.

3. Service Provision Rules and Terms:

3.1. The rules and terms governing provision of Service by the Company, as well as information about any amendments thereto are available on the Company's official websites.

3.2. The Customer understands and accepts the service provision rules and terms applicable on the effective date of this Agreement.

3.3. The service provision rules and terms, as well as the applicable procedures governing interaction with the Company can be modified. The Customer agrees that the Company will notify the Customer of such modifications as described in paragraph 18 hereof.

4. Personal Data:

4.1. Hereby the Customer warrants and represents that all information provided by the Customer at the time of registration of the Account in accordance with the procedures established by the Company (as well as information provided upon Company's request) is complete, correct, true, actual and accurate.

4.2. The Company may rely on such information until notified by the Customer of any changes in accordance with the applicable interaction procedures established by the Company.

4.3. The Customer shall notify the Company of any changes affecting any previously provided information not later than 7 days after any such change occurs.

4.4. The Customer also represents that in any jurisdiction the Customer is a capable person that came of age.

5. Applicable Rules and Governing Regulations:

5.1. All Transactions executed hereunder in any market will be made in accordance with the applicable provisions of the constitution, rules, regulations, laws, customs and common practice of the relevant market where such Transactions have been executed by the Company/Broker/Principal on behalf and on the instruction of the Customer.

5.2. Any rules applicable to Trade Deals or closure thereof will equally apply to the Customer and to the Company with respect to Transactions executed on behalf of the Customer.

5.3. The Customer will familiarize with and be guided by all rules, requirements, schedules and trading facts that will be relevant to or directly intended to be used for the Customer's Trade Deals/investments, in the form prescribed by the Company.

6. No Investment Advice.

6.1. The Customer is herewith informed that the Company will provide Service to the Customer and that the Company will not be held liable for any advice regarding the appropriateness or profitability of any operation/Trade Deal.

6.2. The Customer agrees not to depend or rely on any such advice of the Company or any employee of the Company.

6.3. The Customer agrees that with respect to any operation/Trade Deal the Customer will rely on its own judgment and decision independently of and without relying on the Company.

6.4. The Customer assumes full liability for operations/Trade Deals made through the Customer's Account or any investment decisions taken by the Customer.

6.5. The Customer understands and agrees that the Company and its employees, officers, directors, as well as the Brokers/Principals and their employees will not be held liable for operations/Trade Deals made through the Customer's Account or any investment decisions taken by the Customer.

7. Execution of Instructions.

7.1. The Customer/Agent from time to time will issue Instructions/Directions/Orders to sell and/or buy Lots on behalf of the Customer, using Service, in writing, by telephone or via the Internet.

7.2. Upon receipt of such Instruction/Direction/Order, the Company, depending on the extent to which the Company considers it to be practicable, will sell and/or buy Lots in accordance with the Customer's Instruction/Direction/Order and the then-current conditions in the financial markets.

8. Brokers and Counterparties.

8.2. In pursuance of the Customer's Instructions/Directions/Orders the Company may buy or sell Lots on behalf of the Customer by submitting corresponding Instructions/Directions/Orders through any Broker/Principal, other company or any customer related to such company and acting as a fund manager, a trader or a commercial bank, a registered and/or licensed depository, a broker or a dealer, as well as through any other brokers or dealers at the Company's discretion.

9. Deposit and Withdrawal of Funds to/from the Account.

9.1. The Customer is aware about all applicable procedures governing deposit/withdrawal of funds to/from the Account and will comply strictly and in due time with such procedures.

9.2. The Customer acknowledges that the Company will not be held liable for any financial losses that may be suffered by the Customer as a result of the Customer's failure to comply with such procedures during deposit/withdrawal of funds to/from the Account.

9.3. When depositing funds to the Account the Customer shall declare a certain amount of funds. The amount declared by the Customer shall be paid to the Company via bank transfer to the Company's official bank account specified in the Client Area or on the Company's official website.

9.4. The Customer is informed that no cash payments are accepted by the Company.

9.5. The Customer understands that the Customer will not be able to access Service and that the Customer's account will not be credited until the Company actually receives payment in free funds to the Company's official bank account specified in the Client Area or on the Company's official website. The Customer's Account will be credited exactly with the amount actually credited to the Company's official bank account from the Customer's bank account.

9.6. In exceptional cases, the Company at its own discretion may credit the Customer's Account with the amount declared by the Customer prior to actual receipt of such amount by the Company.

9.7. The Customer is aware that any funds may be withdrawn only personally by the Customer from the Customer's Account to a bank account specified by the Customer.

9.8. Withdrawal transaction will be accessible with the help of personal identification information (login and password). The Customer understands that identification information is confidential and that the Company will not be held liable for any unauthorized withdrawal from the Account in case of any breach of confidentiality by the Customer.

9.9. Withdrawal can be made provided that Available Funds on the Account are not less than the withdrawal amount requested by the Customer.

9.10. Upon Customer's request, the Company shall remit funds to the account specified for this purpose.

9.11. The Customer is aware that the Customer will have to pay a remittance fee.

9.12. The Customer is aware that the Company issues no cash.

9.13. Funds will be paid to the Customer within 7 (seven) working days.

9.14. The Company will not be held liable for and does not guarantee receipt of withdrawn funds by the Customer or compliance with any deadlines of receipt of withdrawn funds, if the bank details specified for withdrawal are other than the Customer's personal bank details.

10. Interest and Accruals.

No interest will accrue on any funds remitted by the Customer to the Company.

11. Fees and Payouts

The Customer shall pay directly or from the Account a fixed fee for every Transaction, if any is charged by the Company, as well as any incidental or tangible costs suffered by the Company in connection with the use of Service by the Customer/Agent or execution of any transactions on the Account.

12. Swap.

The Customer agrees to make/receive swap payment/income resulting from Open Positions left open for the next Trading/Business Day in accordance with the trading terms and conditions fixed by the Company. Such payment/income will be summed and paid/received by the Customer and reflected in Account History.

13. Security.

All Transactions executed hereunder by the Company on behalf of the Customer, whether now or in future, will be deemed by the Company as security of payments under any obligations that the Customer may have to the Company.

14. Profit and Losses from Transactions.

The Company is expressly authorized by the Customer to remit, without any request or notice, any necessary amounts from the Customer's Account to the Broker/Principal/Company to compensate any losses connected with/arising from any Instructions/Directions/Orders executed by the Company upon Customer's request, in accordance with Account History. The Company is expressly authorized by the Customer to remit trading capital/trading profit received from the Broker/Principal/Company and arising as a result of Instructions/Directions/Orders executed by the Company upon Customer's request to the Customer's Account without any request or notice, in accordance with Account History.

The Customer is aware that the Company may in some cases receive return of commissions from Brokers/Principals and agrees that the Customer may not claim any income from such return.

15. Account Status Confirmation.

Available Funds, actual/current profits/losses resulting from Open/closed Positions revaluated based on the closing prices in the corresponding markets, as well as a notice of deposit and/or withdrawal of funds to/from the Customer's Account, charges, payments, fees, swap payments/income and any other information resulting from or related to any Instructions/Directions/Orders executed by the Company upon Customer's request.

16. Information Logging and Recording.

The Customer understands and agrees that for the purpose of mutual confidence the Company may trace, using electronic systems, or record any operations or telephone conversations between the Customer and the Company.

17. Closing Open Positions.

17.1. In case Available Funds on the Customer's Account are not sufficient to maintain Open Positions, the Company/Broker/Principal may close Open Positions on the Customer's Account at the given Market Price at the Company's discretion and without any notice/written confirmation of such Transaction. A record about such Transactions shall appear in Account History.

17.2. If and as soon as Available Funds on the Customer's Account fall below 40% of the required margin, the Company may close all or any of Open Positions on the Customer's Account without notice.

18. Notices.

Notices or other communications delivered to the Customer through the authorized Representative/Agent or sent to the Customer's e-mail address/mobile telephone specified by the Customer for this purpose, or posted to the Client Area or published on the Company's official website shall be deemed delivered to the Customer in person.

19. Validity and Legal Force of Agreement.

19.1. The offer to enter into this Agreement is a public offer. This Agreement shall become effective as a result of confirmation of the Customer's unconditional acceptance of the terms and conditions hereof (Acceptance). Registration of Account by the Customer and confirmation of acceptance of the terms and conditions hereof in accordance with the procedures established by the Company, and remittance by the Customer of funds to the Account and actual receipt of such funds by the Company shall constitute Acceptance.

19.2. It is understood by the Parties that this Agreement shall be deemed made at the place of location of the Company's governing bodies (BVI). If any term of this Agreement is held illegal, unenforceable or ineffective under any law/jurisdiction, this shall not affect legality, validity, enforceability and legal effect of the remaining part of this Agreement. Legality, validity, enforceability and legal effect of the whole subject of this Agreement may not be modified under any law/jurisdiction.

20. Waiver.

Any easing of terms or forbearance granted to the Customer by the Company, or any non-execution or inexact execution by the Company of any Instructions/Directions/Orders of the Company due to any conditions or situation in the financial market shall not be interpreted as a waiver by the Company of any rights hereunder.

21. Successors.

The Customer agrees that this Agreement and all terms and conditions hereof will remain in full force and effect for any heirs, executors, administrators, personal representatives or assignees of the Customer. This Agreement will also extend to the Company, its successors and assignees.

22. Force-Majeure.

The Customer agrees that the Company and its directors, officers, employees and staff, as well as the Brokers/Principals and their employees will not held liable for any non-performance or delayed performance of their obligations hereunder, or any losses, whether direct or indirect, caused by any conditions or circumstances that can not be controlled directly by the Company, its directors, officers, employees and staff or by the Brokers/Principals and their employees, including, but not limited to, government ban, stock exchange or market laws, delayed trading session, failure of electronic or mechanical equipment or telecommunication systems and software (whether system or application) on the local terminal or on the server, hacker attacks, theft, wars (whether declared or not), severe weather conditions, earthquakes or strikes.

23. Indemnity.

The Customer hereby represents that the Company and its directors, officers, employees and staff, as well as the Brokers/Principals and their employees are and will be indemnified by the Customer against any losses, costs, claims, liabilities or expenses arising in connection with any violation/non-performance by the Customer of its obligations hereunder, including any expenses reasonably charged to the Customer by the Company.

24. Taxation.

24.1. The Customer acknowledges that all taxes and charges to be withheld from legal entities/individuals in accordance with the law of the state of its jurisdiction will be paid by the corporation represented by the Customer or personally by the Customer in accordance with the applicable procedure.

24.2. The Customer is aware that the Company does not give any legal, tax or accounting advice.

24.3. The Customer releases the Company from any liability connected with payment or non-payment of taxes due from any amounts on the Customer's Account or profit generated by Transactions executed by the Company for and on behalf of the Customer.

25. Bankruptcy/Insolvency.

25.1. In case of bankruptcy/insolvency of the Company, the Customer may claim Available Funds/balance on the Customer's Account in the amount

25.2. In case of bankruptcy/insolvency of the Broker/Principal, through which the Company operates to execute Instructions/Directions/Orders of the Customer, the Customer may claim Available Funds on the Customer's Account in the amount specified in Account History directly through state/private banks and/or banking/broker associations and/or securities commissions and futures/financial market commissions of the corresponding market/state in accordance with international laws.

26. Entire Agreement.

This Agreement together with all other arrangements between the Customer and the Company with respect to the Account and any terms contained in any notices and confirmations sent/submitted to the Customer constitutes entire agreement between the Customer and the Company with respect to the subject matter hereof.

27. Confidentiality.

27.1. The Company warrants that all personal information received from the Customer, information related to the Customer's Account, information used for access to the Account, such as login and password to the Account or any other access and authorization codes required to deposit/withdraw funds to/from the Account, execute Transactions or receive statements of Account shall be strictly confidential and shall not be subject to unauthorized disclosure to any third person.

27.2. The Customer understands that no person may require full or partial disclosure of any confidential information by the Customer. In addition, the Customer understands that breach of confidentiality by the Customer may result in unauthorized access to the Customer's Account and, consequently, possible financial losses due to any deals not authorized by the Customer.

27.3. The Customer understands and agrees that the Company will not be held liable for any financial losses suffered by the Customer as a result of breach of confidentiality or for interaction between the Customer and the Agent through the Account, access to which has been granted by the Customer.

28. Term of Agreement.

28.1. This Agreement shall become effective after its registration in accordance with the procedures established by the Company.

28.2. This Agreement shall remain in full force and effect until the Company receives a notice of termination from the Customer or until the Customer receives a notice of termination from the Company in accordance with the interaction procedure established by the Company. In both cases the Customer will vest the Company with the right to close Open Positions on the Customer's Account.

28.3. Following termination of this Agreement, Available Funds on the Customer's Account calculated and payable after all Open Positions on the Account have been closed will be remitted to the Customer's bank account in accordance with the request submitted/sent by the Customer to the Company subject to the applicable procedures. Any shortage of funds or debit balance resulting from trade deals effected through the Customer's Account will be remitted by the Customer to the Company by the date specified by the Company.

29. Registration of Agreement.

This Agreement must be registered in accordance with the procedure established by the Company. Without such registration this Agreement will not be valid.

30. Notice of Risks.

30.1. The Customer may lose its initial deposit and other additional funds deposited by the Customer to the Company for opening or maintaining any Open Positions of the Customer. If the market moves against Open Positions of the Customer, the Company will be entitled to close all or any of Open Positions on the Customer's Account without notice in accordance with paragraph 17 hereof.

30.2. The Customer acknowledges that in case of any unfavourable developments in the market (e.g. announcement of importance news, etc.) the Customer may face difficulties with dealing by telephone or via the Internet. In case of unfavourable developments in the market, execution prices of pending orders may differ from the prices quoted in such pending orders. In case of unfavourable developments there may be difficulties with sending requests, modification or cancellation of Instructions/Directions/Orders. In this case execution of Instructions/Directions/Orders may require more time.

30.3. The Customer understands and acknowledges that this Notice of Risks can not disclose all risks and other important aspects pertaining to the use of Service of conversion arbitrage in Financial Instruments.

30.4. The Customer acknowledges that the Customer has read the Notice of Risks and fully understands all information and warnings contained in the notice in a language clear to the Customer.

31. The Customer acknowledges that this Agreement, Service provision terms and rules, Notice of Risks and all procedures of interaction with the Company have been fully explained to the Customer in a language clear to the Customer, and that the Customer accepts this Agreement for execution.

Appendixes:

1 Notice of Risks.

Signatures of the Parties

Company

For and on behalf of L.S.
Romanov Capital Ltd.
147 Main Street, Road Town,
Tortola VG 1110, British Virgin Islands
Beneficiary bank: TALLIN BUSINESS
BANK, Estonia

signature

Customer

Full Name

signature

Details of identify document:

For legal entities:
Name and details of the company: L.S.

signature

