# **CLIENT AGREEMENT**

Safe Investment Group LLC, registered number 1873 LLC 2022 ("Company"), whose registered office is located at Suite 305, Griffith Corporate Center, P.O. Box: 1510, Beachmont Kingstown, St. Vincent and Grenadines, provides the Trader's Room and the trading platform operations service under the terms of this public proposal ("Agreement") to any individual (except for stateless persons; individuals under 18 years of age and citizens of countries in which the service is not offered by the Company) ("Client").

# Date of the latest update: 01.06.2022

# 1. INTRODUCTION

- 1.1. This Agreement should be read carefully by the Client. The Agreement is an e-document and doesn't require signing. The terms of this Agreement shall be considered accepted unconditionally by the Client upon the Company's receipt of an advance payment made by the Client in accordance with this Agreement.
- 1.2. The Agreement may be translated in all the official languages of the Company's website. Such translation will only be intended to provide information. In case of any differences between English version of the Agreement and its translation, the English version will have priority.
- 1.3. As soon as the Company receives the Client's advance payment, every operation made by the Client in the Trader's Room or on the trading platform shall be subject to the terms of the Agreement.
- 1.4. The Client and the Company enter into every operation in the Trader's Room or on the trading platform as principals, and the Company does not act as an agent on the Client's behalf unless otherwise agreed. The Client shall be directly and fully responsible for fulfilling all of their obligations regarding their operations in the Trader's Room or on the trading platform. If the Client acts on behalf of someone else, regardless of whether that individual is identified or not, the Company shall not view that individual as a client and shall not bear any responsibility to them unless otherwise specifically agreed.
- 1.5. The terms used in this Agreement are defined in Clause 2 ("Terms and Interpretation").
  In this Agreement:

# 2. TERMS AND INTERPRETATION

Safe Investment Group LLC, registered number 1873 LLC "Balance" shall mean the total financial result of all completed 2022 ("Company"), whose registered office is located at transactions and deposit/withdrawal operations on the trading Suite 305. Griffith Corporate Center. P.O. Box: 1510.

"Credit/Debit Card" shall mean a thin plastic card that contains identification information, with the help of which the cardholder can pay for purchases and services, as well as withdraw cash from the account.

"Website" shall mean Company's website https://rcebanque.org/

"Credit/Debit Cardholder" shall mean the person whose information the card contains (first name, last name, signature) and who is authorized to maintain the card account.

"Client's External Account" shall mean the bank and/ or electronic account of the Client or the Client's Authorized Person

Margin shall mean cash security to support open positions.

"Request" shall mean the Client's order to the Company to obtain a quote. Such a request shall not constitute an obligation to make a transaction.

"Fund Deposit" shall mean the deposit of funds transferred by the Client or the Client's Authorized person and credited to the Company Account for transfer to the Client's Account.

"Withdrawal Request" shall mean an instruction given via the Client's Trader's Room on the Company website to withdraw funds from the trading account and transfer them to the Client's External Account or the Account of the Client's Authorized Person, as specified in the instruction.

"Identification Information" shall mean, for an individual - the passport/ID information specified while the Client Registration.

"Client Account" shall mean any account opened by the Client at the Company including Transitory Accounts, trading accounts, partner accounts, Manager's accounts, Investor's accounts and other account types.

"Client Terminal" shall mean the program or third-party application which is connected with the Server. It is used by the Client to obtain information on financial markets (the extent is determined by the Company) in real-time, to perform technical analysis, make transactions, place/modify/delete orders, as well as to receive notices from the Company.

"Quote" shall mean the information on the current rate for a specific instrument, shown in the form of the Bid and Ask price.

of the quote currency.

"Trader's Room" shall mean the Client's personal page on the operations, and support.

"Inactive Trading Account" shall mean a Client's trading "Company Account" shall mean the bank or/and electronic account which has not had an open position, pending order, or Account of the Company, and the Company Account in the non-trading operation in 3 months period.

"Non-Trading Operation" shall mean any operation involving "Trading Platform" shall mean all programs and technology the deposit of funds, withdrawal from a Client's Account or that the provision (return) of Credit.

"Trader's Room Number" shall mean the unique number assigned to each Client upon acceptance of this Agreement.

from buy or sell of financial instruments in accordance with nontrading operations on the trading platform. Client instructions pending for subsequent countertransaction to close/settle such market trades/disclosures.

(including faxes, emails, internal mail on the client terminal except for those countries in which the Company does not etc.) or an announcement on the Company's website.

"Processing Center" shall mean a legal entity or its department for the purpose of crediting funds to the Client's Account or that supports the informational and technological interaction withdrawing funds from the Client's Account. between payment participants.

Friday.

"Free Margin" shall mean free equity in transaction account, which cannot be foreseen. which can be used to open a new position.

make and carry out the Client's instructions, as well as presenting trading information in real time (the information is specified by the Company), with consideration of the mutual obligations of the Client and

Company in correspondence with this Agreement.

"Trader's Room Service" shall mean the service providing a Client with a personal account on the Company's website, designed for the Client's identification, maintenance of accounts, records of operations and support.

"Screenshot" shall mean a digital image taken by the Client or the Client's Authorized Person using the operating system or "Rate" shall mean the value of the base currency in the terms software in order to show what is displayed on the computer

Company's website, accessed after entering the unique login "Withdrawal" shall mean the withdrawal of funds from the and password. It is a secure storage area designed for the Client's Account and their remittance to the Client or the Client's identification, accounts maintenance, records of Client's Authorized Person's bank details, as indicated by the Client in the "Withdrawal Request".

Processing Center.

real-time. present quotes in allow placement/modification/deletion of orders and calculation of all mutual obligations of the Client and the Company.

"Trading Account" shall mean the unique personified register "Open Positions" shall mean aggregate risk disclosure, arising of all completed transactions, open positions, orders and

"Client's Authorized Person" shall mean: an individual over "Written Notification" shall mean an electronic document 18 years of age, citizen and/or tax resident of any country, offer the given service, authorized to perform or receive noncash (bank and/or electronic) transfers on behalf of the Client,

"Force Majeure" shall mean lack of conformity of the terms "Business Day" shall mean a working day from Monday till and conditions of the Company and the terms and conditions of the counterparty, current market situation, possibilities of software or hardware of the Company or other situations

"Electronic Payment System" shall mean a payment system "Server" shall mean all programs and technology used to operating with electronic money (payment service provider).

# 3. SERVICE

3.1. Subject to the Client fulfilling the obligations under this Agreement, the Company shall provide the Client with the ability to make transactions allowed by the capabilities of the Trader's Room.

3.2. The Company shall carry out execution of transactions of the Client. The Company is entitled to execute transactions

requested by the Client even if the transaction is not beneficial for the Client. The Company is under no obligation, unless recommended to the Client; otherwise agreed in this Agreement, to monitor or advise the otherwise specifically agreed, the Company is not obligated Client's interests. to make an attempt to execute the Client's order using quotes more favorable than those offered through the trading platform.

- transaction.
- 3.4. In the event that the Company does provide advice, disregard any material interests or conflicts of interest when information or recommendations to the Client, the Company advising the Client. shall not be responsible for the consequences or result received from using these recommendations or advice. The 5, TRADING ACCOUNT OPENING Client acknowledges that the Company shall not, in the absence of fraud, intentional failure to carry out its 5.1. In order to open a trading account the Client should fill responsibilities or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any information given to the Client including, but not limited to, information regarding any 5.2. The Company reserves the right at its absolute discretion Client transactions. Though the Company has the right to void or close any transaction in the specific circumstances set out in this Agreement, any transaction the Client carries out following such an inaccuracy or mistake shall nonetheless remain valid and binding in all respects both on the side of the Company and of the Client.
- 3.5. The Company shall not support physical delivery of currency in the settlement of any trading operation. Profit or loss in the deposit currency is deposited to/withdrawn from the Client's trading account immediately after a position is closed.
- 3.6. The Company does not provide its service in the following countries: the USA and a number of sanctioned countries.

#### 4. CONFLICT OF INTEREST POLICY

- 4.1. The Company, partners of the Company or other affiliated parties may have material interest, a legal relationship or arrangement concerning a specific transaction in the Trader's Room or on the trading platform or interests, relationships, or arrangements that may be in conflict with the interests of the Client. By way of example, the Company may:
- act as Principal concerning any instrument on the Company's own account by selling to or buying the 7.2. The Client acknowledges and agrees that the Company instrument from the Client;
- combine the Client's transaction with that of another Client;

- buy or sell an instrument Company
- advise and provide other services to partners or other Client on the status of any transaction, to make margin calls, clients of the Company who may have interests in or to close out any of the Client's open positions. Unless investments or underlying assets which conflict with the

The Client consents to and grants the Company authority to deal with or for the Client in any manner which the Company 3.3. The Client shall not be entitled to ask the Company to considers appropriate, notwithstanding any conflict of interest provide investment or trading advice or any information or the existence of any material interest in any transaction in intended to encourage the Client to make any particular the Trader's Room or on the trading platform, without prior notification of the Client. The Company's employees are required to comply with a policy of impartiality and to

- in the form on the Company's website.
- to accept or reject the Client subject to all the data requested has been received by the Company in full.
- 5.3. The Company has the right to refuse the Client in opening and maintaining trading account, if the information stated in the registration form is not valid.

#### 6. PAYMENTS

- 6.1. The Client may deposit funds to the Client account at any time.
- 6.2. The Client shall hold full responsibility for the accuracy of payments executed. If the Company bank details change, the Client shall hold full responsibility for any payments carried out in accordance with the obsolete details from the moment the new details are published in Company.

# 7. CLIENT'S FUNDS AND INTEREST

- 7.1. Client funds are held on Company accounts including segregated accounts opened in the Company's name for holding Client funds separate from the Company's funds.
- will not pay interest to the Client on funds located on Client accounts. The Company reserves the right to establish when and how much interest it will pay on Client funds.

# 8. DEPOSIT/WITHDRAWAL POLICY

- 8.1. The balance value of the Client's account is the amount of the Company's financial commitments to the Client at a particular time, unless additional terms are stipulated. The additional term may be participation of the Client in different campaigns arranged by the Company.
- 8.2. Withdrawal request should be executed by the Client in an electronic form specified in the Trader's Room internal interface. After creation of the request the withdrawal amount shall not had been deducted from the balance of the account until the moment of effecting payment. Payments made under the Client's requests are not subject to refund or appeal.
- 8.3. In order to deposit the trading account the Client uses the Trader's Room internal interface.
- 8.4. The Client agrees that in case of failure in the software operation, delay in deposit of funds to the Client account is possible.
- 8.5. The Client agrees to pay all extra costs (if necessary) including taxes, customs etc.
- 8.6. The Company and the Payment services provider guarantee only effecting payments in specified by the Client amount and do not bear any responsibility for payment of the abovementioned extra costs by the Client.
- 8.7. After pushing the button "Pay" and the payment confirmation the payment is deemed to be processed and made irrevocably.
- 8.8. After pushing the button "Pay" and the payment confirmation the Client agrees that:
- by placing the request for funds deposit the Client confirms the payment and accepts the provisions of the Agreement;
- acknowledges all the risks connected with this service and accepts them;
- will not be able to call off the payment or to request its appeal;
- reached or exceeded lawful age;
- understands and accepts that the Client's payment processing is implemented by the Payment services provider.
  - 8.9. The Company and the Payment services provider do not bear any responsibility for the refusal connected with non-receipt from an issuing bank of the permission to effect the payment using the Client's debit/credit card.

- 8.10. In case if the Client does not agree with the abovementioned terms or for other reasons, the Company hereby requests the Client to refuse effecting the payment in due time and if necessary to get in touch with the Company's support department the contacts of which are specified on the Company's website.
- 8.11. If the Client obviously intends to use the account for effecting transactions between payment systems, the Company is entitled to decline the withdrawal request.
- 8.12. The account deposit via credit/debit cards of third parties is forbidden.
- 8.13. Official methods of deposit/withdrawal of funds are wallets/accounts of the Company in all the payment systems specified in the Trader's Room. All the risks connected with using payment systems are accepted by the Client since the payment systems are not the Company's partners. The company does not bear any responsibility for delay and/or non-arrival of funds to the account balance due to the fault of payment systems. If the Client is dissatisfied with a payment system work he should refer to the payment system's support service. The Client is obliged to inform the Company of such cases.
- 8.14. The Company does not bear responsibility for actions of third parties carrying out intermediary activities in the Client's deposit/withdrawal operations. In the Client's deposit operation, the Company starts bearing responsibility from the moment of receipt of the Client's funds to the Company's bank account and/or to the Company's account in the payment systems specified on the Company's website.
- 8.15. In case of revealing signs of fraudulent activities in financial transactions after deposit of funds to the Client's account balance, the Company is entitled to cancel the transaction and to freeze the account. In the Client's withdrawal operation the Company stops bearing responsibility after the moment of withdrawing funds from the Company's bank account and/or from the Company's account in the payment systems specified on the Company's website.
- 8.16 Withdrawal of funds from the Client account is made in accordance with the details which have been indicated by the Client when depositing.
- 8.17The Client can withdraw funds from the Client account only after verification of the Trader's

indicated in the Privacy Policy and the AML execution by the Company's partners. Policy of the Company.

- to the Client account, if after the Company's opened. request for the information identifying the not provide the required information.
- 8.19 The Client bares whole responsibility for precision and accuracy of the details indicated 11. EVENTS OF DEFAULT in the withdrawal request.
- 8.20 If the Company's security service suspects the to fulfill obligations: Client of fraudulent activities or deception, the -Company is entitled to block the Client's account without prior notification and  $_{-}$ possibility of further withdrawal of funds.
- 8.21If there are no trading activities in the Client's bank account during 3 months, the Company is entitled to regard the Client's account as inactive and to transfer it to archive with preservation of funds in full measure or to refund the funds.

#### 9. COMMUNICATIONS

- 9.1. The Client shall issue requests for opening /closing close out all or any of the Client's open positions at the positions through the Client terminal.
- 9.2. By accepting the terms of the Agreement, the Client also agrees to receive emails from the Company to the Client's personal email address indicated in the Trader's Room.
- 9.3. If the Client deems the Company to violate the terms of the Agreement, they have the right to make a claim.
- 9.3.1. In order to make a claim the Client uses the contacts The Client shall represent and warrant that: indicated on the website.
- Agreement, the final decision on the claim is taken by the complete and accurate in all material respects; Company according to the prevailing market practices and legal ethics.

# 10. ORDER EXECUTION

- Room. For the purpose of the verification the 10.1. The time of processing the Client's orders is not fixed Company is entitled to require the documents as it depends on the market conditions and the speed of order
- 10.2. When opening a position, the Client should deposit a 8.18The Client agrees that the withdrawal request Margin, the value of which depends on leverage available to can be declined and the funds will be returned Client or on the trading instrument, in which this position is
  - Client (a copy of ID, a copy of used credit/debit 10.3. When an order to open a position is received, trading card, other documents required by the Company account will be checked for Free Margin. In case the initial according to the AML Policy) the Client does margin and/or hedged margin for a position to be opened exceeds free margin in trading account, Client will get a denial.

- 11.1. Each of the following constitutes an instance of failure
- Client's failure to provide any amount under this Agreement;
- Client's failure to fulfill any obligation due to the Company;
- Client's inability to pay debts when they fall due;
- if the Client dies or becomes legally incapable; any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in clause 11.2.
- 11.2. If an instance of failure to fulfill obligations occurs in relation to the Client's, the Company may, at its sole discretion, at any time and without prior written notice, take one or more of the following steps:
- current quote;
- debit the Client's account for amounts owed to the Company;
- close any or all of the Client's accounts held within the Company;
- refuse to open new accounts under the Client's name.

#### 12. REPRESENTATIONS AND WARRANTIES

- 12.1.1. all information provided according to this Agreement 9.3.2. If a dispute cannot be settled in accordance with the in registration form on the Company's website is true,
  - 12.1.2. the provided documents and their copies are authentic. The Client admits the right of the Company, if their originality is doubted, to apply to the law enforcement authorities of the document issuing country

for the authentication validation:

- Agreement, to issue instructions and requests and to fulfill their obligations in accordance with this Agreement;
- that concerns any of the Client's assets;
- at exploiting any weakness in the Company's software.
- 12.1.6. The Client will indemnify the Company for all liabilities, costs, claims, demands and expenses of any nature which the Company suffers or incurs as a direct or indirect regarding any of the Client's assets. result of any failure by the Client to fulfill any of the obligations under this Agreement.
- platform or the Trader's Room to third parties and agrees to Force Majeure event (uncontrollable circumstances) exists, in keep them secure and confidential. All actions related to the which case the Company will, in due course, take reasonable fulfillment of this Agreement and/or the usage of logins and steps to inform the Client. Force Majeure circumstances passwords are considered executed by the Client. The include without limitation: Company does not bear responsibility for the unauthorized use of registration data by third parties.
- the Company has the right to void any position or close out supply, communication equipment or supplier failure, any or all of the Client's positions at the current price at any hardware or software failure, civil unrest, government time, at its sole discretion.

# 13. GOVERNING LAW AND JURISDICTION

- 13.1. This Agreement is governed by and shall be construed in accordance with the laws of the country in which the Company is registered. With respect to any proceedings, the Client irrevocably:
- 13.1.1. agrees that the courts of the country in which the Company is registered shall have exclusive jurisdiction to 14.2. If the Company determines with just cause that a Force settle any proceedings;
- 13.1.2. submits to the courts of the country in which the Company is registered;
- 13.1.3. waives any objection which the Client may have at any time to the laying of any proceedings brought in any such court;
- 13.1.4. agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Client.
- permitted by applicable laws of the country in which the

12.1.3. the Client is duly authorized to enter into this Company is registered, with respect to the Client and the Client's revenues and assets (regardless of their use or intended use), all immunity (on the grounds of sovereignty or other similar grounds) from (a) suit, (b) jurisdiction of any 12.1.4. all actions performed under this Agreement will not courts, (c) relief by way of injunction, order for specific violate any law, ordinance, charter, by-law or rule applicable performance or for recovery of property, (d) attachment of to the Client or in the jurisdiction in which the Client is assets (whether before or after judgement) and (e) execution resident, or any agreement by which the Client is bound or or enforcement of any judgement to which the Client or the Client's revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction and irrevocably 12.1.5. any trading systems used by the Client are not targeted agrees to the extent permissible by the law of the country in which the Company is registered not claim any such immunity in any proceedings. The Client consents to satisfying all requirements and court orders in connection with such proceedings, particularly, but not limited to, those

# 14. FORCE MAJEURE

- 12.1.7. Clients shall not give access passwords to the trading 14.1. The Company may, having just cause, determine that a
- 14.1.1. any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, 12.2. If the Client breaches clause 12.1.6. of this Agreement, act of God, accident, fire, flood, storm, interruption of power sanction, blockage, embargo, lockouts) which, in the Company's reasonable opinion, prevents the Company from maintaining market stability in one or more of the instruments;
  - 14.1.2. the suspension, liquidation or closure of any market or the absence of any event on which the Company bases its quotes, or the imposition of limits or special or unusual terms on trading on any such market or on any such event.
  - Majeure event exists (without infringing any other rights under the Regulations), the Company may at any time and without giving prior written notification take any of the following steps:
  - 14.2.1. increase requirements;
  - 14.2.2. close out any or all open positions at prices the Company considers in good faith to be appropriate;
- 14.2.3. suspend or modify the application of any or all terms of this Agreement to the extent that the Force Majeure event 13.2. The Client irrevocably waives to the fullest extent makes it impossible or impractical for the Company to comply with them;

- 14.2.4. take or not take action concerning the Company, the this Agreement but the remainder of this Agreement shall Client and other clients as the Company deems to be continue to be valid and enforceable. reasonably appropriate in the circumstances.
- 14.3. The Company does not bear responsibility for not fulfilling (improperly fulfilling) its obligations when The Client acknowledges that the Company shall have the prevented from doing so by uncontrollable circumstances.

#### 15. MISCELLANEOUS

- 15.1. The Company has the right to suspend service to the 16.2. the value of a spread, swap and dividend without prior Client at any time for any justified reason (notification of the notification of the Client. In exceptional trading conditions the Client is not required).
- 15.2. In the event that a situation arises that is not covered under this Agreement, the Company will resolve the matter 16.3. The Client acknowledges that the Company may by taking action consistent with market practice.
- 15.3. No single or partial exercise or failure or delay in 16.4. The Client may suspend or terminate this Agreement by exercising any right, power or privilege (under the Agreement giving the Company written notification. or at law) by the Company shall constitute a waiver by the Company of, or impair or preclude any exercise or further 16.5. The Company retains the right to refuse a Client the exercise of that or any other right, power or remedy arising opportunity to use the Trader's Room without explanation. under this Agreement or applicable law.
- 15.4. The Company may in whole or in part release the

conditions of this Agreement during the period of it being in particularly this case, all violations, regardless of how long ago they were committed and in connection with which the Company may 16.7. Upon termination of this Agreement, the available funds this Agreement.

- 15.5. The rights and remedies provided to the Company under 16.8. Upon termination of this Agreement, all amounts owed this Agreement are cumulative and are not exclusive of any by the Client to the Company must be settled immediately rights or remedies provided under the law of the country (but not limited to): - all outstanding fees, charges and where the Company has a registered office.
- 15.6. The Company may transfer its rights and obligations to a third party in whole or in part, provided that the assignee agrees to abide by the terms of this Agreement. Such assignment shall come into effect 3 business days following the day the Client is deemed to have received notice of the 16.9. In the event of the Client's death: assignment in accordance with this Agreement.
- 15.7. If any term of this Agreement (or any part of any term) shall be held by a court of competent jurisdiction where the Company is registered to be unenforceable for any reason, then such term shall be deemed severable and not form part of

#### 16. AMENDMENT AND TERMINATION

right to amend:

- 16.1. any part of the Regulations at any time;
- Client recognizes the right of the Company to make changes to this Agreement immediately, without prior notification;
- on the basis of good faith and fairness and, when appropriate, introduce new products and services without prior notification.
- 16.6. Termination of this Agreement will not abrogate any obligations held by either the Client or the Company regarding any outstanding transaction or any legal rights or obligations Client from liability stemming from the latter's violation of the which may already have arisen under this Agreement, relating to any open positions force or, alternatively, may reach a compromise decision. In deposit/withdrawal operations made on the Client's account.
- file a grievance with the Client at any time, are taken into on the Client Account, calculated and payable upon closing consideration. The above stated conditions do not prevent the out of all open positions on the account, will be transferred to Company from exercising its other rights in accordance with Client requisites according to payment instruction form given/mailed by the Client to the Company.
  - commissions;
  - any expenses incurred by terminating this Agreement; any losses and expenses sustained by the Company in closing out any transactions or in connection with any other of the Company's obligations initiated or caused by the Client.

  - the right of claim of funds withdrawal from the client account shall be inherited to heirs first in line to inherit or to heirs by devise;
  - the right of using the Client account and the right of carrying out operations at financial markets shall not be inherited.