

## Annex No. (1)

## **Online Trading Agreement**

In reference to the Financial Brokerage Agreement for the Account of Others in Foreign Stock Exchanges signed between me and **Rum Financial Brokerage PLC. (The "Company")** 

This Online Trading Agreement ("Online Agreement") sets forth these terms and conditions under which the Client is authorized to access one or more Online Trading Platforms through Client's Internet Browser and all software links and communications available via the Internet ("Online Trading Service").

This Agreement sets out the terms and conditions under which the Company allows the Client to electronically (online) carry out and monitor the activity, system, order(s) and/or transactions in the Client's account(s).

Accordingly, the parties agreed upon the following:

- 1. The Company shall provide the Client with an Online Trading Service through its owned software on its own platform (the "Platform"), whereby the Company shall provide the Client under this Agreement an Online Account containing a user name and password (the "Online Account"), through which trading transactions are carried out by the Client and at their own risk.
- 2. The Client acknowledges that the software for online trading shall be the property of the Company; the Client's right to use the software shall be limited for trading purposes only and shall not constitute the right to own it and/or own any part thereof; the Client shall not use the software outside the framework of the terms and conditions of this Agreement and not to tamper with the contents of the software in any way.
- **3**. The Client shall not disseminate, re-disseminate, publish and/or broadcast the information provided by the Platform in any way; as the Client undertakes not to use this information outside the framework of the terms and conditions of this Agreement.
- **4.** The Client shall be the sole and exclusive holder of the Online Account and shall assume full responsibility for the use and protection of the password and login and for any operation that occurs through the account.
- **5.** The Client acknowledges that the account password may be updated for security purposes.
- **6.** The Client agrees and acknowledges that he shall be responsible for the account and that they shall notify the Company immediately in writing for any of the following cases:
  - A. If the password is lost and/or used by unauthorized persons;
  - B. If the Client has not received a message stating that the order has been delivered and/or carried out;



- C. Any receipt of the confirmation of an order and/or its execution to the account of the Client without the order being made by them and/or the authorized person for the account;
- D. Any incorrect information in the account of the positions, or the date of the client's transactions.
- 7. The Client acknowledges that the information obtained by them as part of the Online Trading Service shall not be considered as a promotion or a recommendation to buy or sell any securities; as all purchases and sales made by the Client shall be at their order and sole responsibility.
- 8. The Client acknowledges that the Company shall not be liable for rejecting any transaction of trading assets for which there is no cash balance when entering the purchase and/or sale order; as the Company shall not hold any responsibility for rejecting any sale of assets that are not in the Client's possession when entering the sale order.
- 9. If the Client wants to transfer any amount ordered when carrying out any online trading transaction from any currency to another, the exchange rate for this purpose shall be determined according to the rate approved by the Company on the day of transfer.
- 10. The Client shall authorize the Company under this agreement and without the need for other documentation to debit their account any fees, commissions, costs and expenses resulting from online trading and any other charges related thereto.
- 11. The Client acknowledges that they have read the Risk Statement attached to this Agreement and acknowledges that they have received a copy hereof; as the Client acknowledges their full knowledge, awareness and acceptance of all risks and shall hold full responsibility arising from their use of the Online Trading Service.
- 12. Neither the Company nor any of its employees shall assume any responsibility, whether direct, indirect or contingent, for any obligations, loss, damage or expenses incurred by the Client, including but not limited to:
  - A. Use of or inability to use the Online Trading Service;



- B. Malfunction of any system (the market trading system or the Company's online trading platform), electric current, communications, network channels or any other system that fails or stops working;
- C. The Company shall not be liable for any defect, virus attack or hacking; any hacking of the software or password shall be the sole responsibility of the Client;
- D. Any loss or damage caused by or due to inaccuracy, error, delay, omission, nonperformance or failure of any data, information or messages as a result of any negligence, omission, or any case of force majeure or any other cause, whether within the scope of the Company or any of the service providers (Service Providers).
- 13. The Client acknowledges that, from time to time, and for any reason, the Online Access Service may not be available and may not be available for their use due to maintenance, hardware malfunction, software error, disconnection of service or broadcast and/or any other reason. The Customer agrees that neither the Company nor any of the Providers shall be liable for any damage resulting from the unavailability of the Online Access Service.
- 14. The terms of the Online Agreement may be amended at any time by the Company by posting such amendments on the Company's website; the Client acknowledges and agrees that the first transaction in their trading account after any such amendment will constitute their acceptance of such change. However, if the Client wishes not to accept this change, the only way to object to this amendment is to promptly stop using the Online Trading Service; the Client understands that he must continue to communicate with the customer service and/or his account manager to find out if there have been any amendments to the terms of the Online Agreement in the event that they do not continuously follow up on the Company's website.
- 15. By signing this agreement, the Client agrees to the terms and conditions contained therein.

The Company Name:	The Client Name:	
Character	Circuit	
Signature:	Signature:	