

FIDELIS WEALTH MANAGEMENT

Brokerage Company
Registered in Georgia
License Number 154

Terms of Business



Fidelis Wealth Management LLC
Brokerage Company

This document sets out the relationship between Clients and Fidelis in relation to services Fidelis provide Clients. Please read it and all of the enclosed documents carefully. If there is anything in the documents Clients do not understand, please contact us as soon as possible.

Remember that investing in and dealing on the markets is risky and it is possible to lose some or all of Clients capital. Investing and dealing in leveraged instruments such as foreign exchange, contracts for differences, options, futures and certain types of listed securities carries a higher level of risk - it is possible to lose the whole of Clients initial investment or margin and Clients may end up owing more and sometimes Clients potential losses can be unlimited.

01 January 2022

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1 INTRODUCTION AND RISK WARNING

These Terms govern the relationship between the Client, whose name, address and details are set out in the account form "Clients" and Fidelis Wealth Management LLC, ("Fidelis"), in relation to the opening, maintenance and operation of the accounts for the purchase and sale of the financial products. Clients should read these Terms carefully. These terms are legally binding and supersedes any previous agreement between Fidelis in relation to the services provided.

Each time Client places an order with Fidelis to purchase or sell financial products or utilize any Fidelis software or technologies, Client affirms its acceptance of, and agreement to, the terms outlined hereunder.

These Terms come into effect on the day the Client opens the account or, for subsequent versions, as notified to the Clients. These Terms can only be amended in writing and except where law requires changes or regulation Fidelis shall give Clients at least 5 Business Days written notice of any change to them. By dealing with us or continuing with us on or after the date Fidelis have notified to Clients of these Terms coming into effect Clients are deemed to have accepted these Terms.

Some terms used in these Terms are explained in the Glossary in Schedule A or within the clause in which they are used.

These Terms and all Transactions are subject at all times to Applicable Laws and Regulations. This means:

(a) if something in these Terms conflicts with any Applicable Laws and Regulations, the Applicable Laws and Regulations will prevail;

(b) any action Fidelis take or omit to take in compliance with any Applicable Laws and Regulations shall be binding on Clients and shall not create any liability for us or any of our Employees; and

(c) nothing in These Terms shall exclude or restrict any duty or obligation of ours under Applicable Laws and Regulations.

These Terms are provided to Clients in English and Fidelis will communicate with Clients in English.

Trading on Margin and in Leveraged Instruments is risky. Please read very carefully the risk warnings on our website. Clients should remember at all times that:

(a) Clients should not trade unless Clients are willing to lose the whole amount committed, which may be substantially more than the Margin required;

(b) in some Transactions Clients may be exposed to unlimited losses;

(c) Clients need to monitor Clients positions and Free Margin closely;

(d) if using an Electronic Service Clients must ensure they are fully conversant with its terms of use and mode of operation, including its Order types and characteristics.

2 CLIENTS RIGHT TO CANCEL

Clients have the right to cancel the Terms with Fidelis up to 14 days from the day on which these Terms first come into effect, provided there have been no Transactions relating to an Instrument whose price is dependent on fluctuations on the financial market outside our 's control. To exercise Clients right of cancellation, Clients must notify us in writing within 14 days of the day on which these Terms first come into effect.

3. SERVICES

Client hereby requests Fidelis to open and maintain on its book one or more Accounts in the name of the Client for the purpose of purchasing, investing in, selling exchanging or otherwise disposing of and generally dealing in and with all kinds of securities, futures, and other financial products in accordance with these Terms from time to time.

Fidelis representative are not authorized to provide investments, tax or trading advice or to solicit orders. Nothing on Fidelis website is a recommendation or solicitation to buy or sell securities, futures or other investments.

If Fidelis solicits the sale r recommends any financial products, it must be reasonably suitable for the Client having regards to its financial situation, investment experience and investment objectives.

Fidelis shall not be liable for any investment decision Clients make, based in whole or in part, on any investment research report, recommendation or other publication Fidelis send to Clients. Any such published research reports or recommendations may appear in one or more screen information service.

4 DEALINGS BETWEEN FIDELIS AND CLIENTS

Clients will act as principal and not as agent, attorney or representative for any other person in respect of a Transaction.

Therefore, unless Fidelis have otherwise agreed in writing, Fidelis will treat Clients as its client for all purposes and Clients are directly and personally responsible for obligations under the Transaction.

5 OUTSOURCING

Fidelis may use external service providers in order to provide Clients with Services under these Terms, who may include Associates or other third parties, and who may be based and operating from outside the EU or EEA.

6 RESPONSIBILITY FOR CLIENT ORDERS/TRADES

Clients acknowledge and confirm that they will be the only person who can access their account. Fidelis is entitled to rely on all instructions given, or apparently given and all actions taken by the Clients or on their behalf according to the power of attorney attached in the Client account opening form.

Clients are bound by any transaction or any dealing or other actions or omission in connection with their accounts or any financial products held for Clients in reliance of such instructions.

Fidelis shall not be liable for any losses it caused by acting on instructions, actions or omissions or other communications received by clients or their representative (via Power of Attorney).

7 ORDER ROUTING

Fidelis will select the market/dealer to which to route clients orders. If clients direct orders to a particular markets, clients assume the responsibility for knowing and trading in accordance with the rules and polices of that market.

8 ORDER EXECUTION

Fidelis shall execute Clients orders as agent; Fidelis can execute Clients order as principal as well.

Fidelis may decline any Clients order or terminate Clients use of Fidelis services at any time in Fidelis discretion. All transaction are subject to rules and policies of relevant markets and clearing house, and applicable law and regulations. Fidelis is not liable for any action or decision of any exchange, market, dealer, clearing house or regulator.

9 ORDER CANCELLATION/MODIFICATION

Clients acknowledge that it may not be possible to cancel/modify and order and that Clients are responsible for execution notwithstanding a cancel/modify request.

10 MARGINING ARRANGEMENTS

Margin trading is highly risky and may result in a loss of fund greater than the Clients have deposited in the Account. A Margin Requirement may be a fixed amount or may vary according to the valuation of the Transaction from time to time. Fidelis is entitled to apply new Margin Requirements to new positions and to positions which are already open. If at any time there is a Margin Deficit on an Account of Clients, that is, Clients Free Margin on that Account is negative, then, notwithstanding the margin position on any other Account Clients hold with us, Fidelis have the right but not the obligation, without prior notice to Clients, to close all Clients Open Transactions on that Account or on all Clients Accounts with us and may do so at our sole discretion within one business day of that time.

Please note that the right to close Clients Open Transactions as set out above may be exercised notwithstanding that at the time Fidelis exercise the right there may be no Margin Deficit.

Unless Fidelis agree otherwise all Margin must be provided in cash.

If a cash account incurs a deficit, margin interest rate shall apply until the balance is repaid, and Fidelis has the right, but not the obligation, to treat the Account as a margin account.

11 COMMODITY OPTIONS AND FUTURE NOT SETTLED IN CASH

Clients acknowledge that commodity options cannot be exercised and must be closed out by offset. For future contracts that settle not in cash but by physical delivery of the commodity, Clients cannot make or receive delivery. Fidelis is authorized to roll or liquidate the position should the Clients don't give any instruction.

12 COMMUNICATIONS

Clients may transmit Orders to Fidelis by telephone to a member of our dealing staff on a telephone number or extension designated for that purpose or electronically through an Electronic Service, and, by no other means. Clients consent to recording of all telephone conversations.

In other circumstances, Clients may communicate with us:

- (a) in writing, by email to an email account designated by us for that purpose or electronically through an Electronic Service using the means designated for that purpose.
- (b) orally, including by telephone to a telephone number designated by us for the purpose.

Clients authorise us to communicate with Clients at any time whatsoever about matters in relation to Clients account.

Fidelis may communicate with Clients by telephone, letter, email and, through an electronic Service.

FIDELIS WEALTH MANAGEMENT LLC

Fidelis will use the address, or email address provided on Clients account opening application or, as subsequently notified by Clients to us according to the procedure established by us for such amendments. Clients agree to ensure Fidelis are promptly notified of changes.

Clients specifically agree to receiving documents and notices from us, including notices of amendments to these Terms, in electronic form, including via email and through an Electronic Service. It is Clients responsibility to inform us of any change to Clients email address, the non-receipt of a confirmation, or whether any confirmations are incorrect before settlement.

Communications made by us shall be deemed to have been delivered to Clients:

if sent by post, one business day after posting;

if delivered by hand, immediately on being left at Clients address;

if sent by fax or text message, as soon as transmitted; if emailed, one hour from our transmitting the email.

Clients agree that Fidelis may record any telephone conversations between Clients and us. Any recordings shall be and will remain solely our property and will be accepted by Clients as conclusive evidence of the Order or conversations so recorded.

Clients agree that the Company may deliver copies of or transcripts of such recordings to any court, regulatory or government authority.

12b CONSENT TO ACCEPT ELECTRONIC RECORDS AND COMMUNICATIONS

Fidelis provides electronic trade confirmations, account statement and other Clients records and communications in electronic form. By accepting these terms Clients consent to the receipt of electronic Records and Communications: such consent will apply on an ongoing basis. Clients may deny this consent at any time by providing written notice.

13 DATA PROTECTION AND CONFIDENTIALITY OF CLIENTS INFORMATION

Subject to the following Fidelis will treat all information Fidelis hold about Clients as private and confidential, even when Clients are no longer a client. Clients agree, however, that Fidelis and other companies in the group may:

(a) use Clients information to administer and operate Clients account and monitor and analyse its conduct, provide services to Clients, assess any credit limit or other credit decision (and the interest rate, fees and other charges to be applied to Clients account) and enable us to carry out statistical and other analysis;

(b) disclose Clients information to other companies in the group; those who provide services to Fidelis or act as Fidelis agents; anyone to whom Fidelis transfer or propose to transfer any of its rights or duties under these Terms; credit reference agencies or other organisations that help us and others make credit decisions and reduce the incidence of fraud or in the course of carrying out identity, fraud prevention or credit control checks; where Fidelis is required to do so by Applicable Laws and Regulations, there is a public duty to disclose or our interests require disclosure; at Clients request; or with Clients consent (and in the case of a joint account, Fidelis may disclose to any of Clients information obtained by from any of Clients in relation to the account);

(c) transfer Clients information to the relevant stock exchange, clearing house or regulator.

(d) transfer Clients information to any country, including countries outside the European Economic Area which may not have strong data protection laws, for any of the purposes described in this clause.

14 BASE CURRENCY

The Base Currency for Clients Account will be one of the UK pound, US dollar or the EU euro as agreed in writing between Clients and Fidelis .

15 CLIENTS QUALIFICATION

Clients warrant that the information provided in his/her or its application is true and complete and they will promptly notify Fidelis of any information changes.

Natural Person:

Clients warrant that they are over 28, they are no under legal incapacity and have sufficient knowledge and experience to understand the nature and the risks of the products to be traded.

Organization:

Clients and their authorized representatives warrant that client:

- I. Is authorized under its governing documents and in the jurisdictions in which it is organized and/or regulated to enter in this Terms of Business and trade.
- II. In under no legal incapacity and
- III. The persons identified to enter the orders have proper authority and have sufficient knowledge and experience to understand the nature and the risks of the products to be traded.

16 SAFEKEEPING OF SECURITIES AND CLIENTS FUNDS

Fidelis may agree to safeguard and administer Clients investments (which constitutes actual safeguarding and administering of assets belonging to them, as well as arranging for another person to do so), including settlement of transactions relating to Clients assets, dealing with income arising therefrom and carrying out corporate actions. Fidelis will provide these Services to Clients only if Fidelis has specifically agreed to do so in writing. Fidelis shall open and maintain on its books and records one or more cash and securities accounts in Clients name, to which in the case of cash accounts, there shall be credited all cash paid or deemed or treated as paid to you and debited all cash paid or deemed or treated as paid by you pursuant to these Terms and all Transactions relating thereto and such other payments agreed from time to time; and in the case of securities accounts, there shall be debited all securities and other similar property (including evidence of, title to, and all rights in respect of, securities or other similar property) delivered or deemed or treated as delivered to Clients and credited all securities and other similar property (including evidence of, title to, and all rights in respect of, securities or other similar property) delivered or deemed or treated as delivered by Clients pursuant to these Terms and all Transactions relating thereto. Clients understand and acknowledge that any cash (**Cash**) or securities or other similar property (including evidence of, title to, and all rights in respect of, securities or other similar property) (**Securities**) which are held or received by Fidelis for them pursuant to this Schedule, shall be held by Fidelis as **Client funds or Client securities (Custody Assets) in accordance with the Georgian Law.**

Fidelis may agree to safeguard and administer Clients investments (which constitutes actual safeguarding and administering of assets belonging to them, as well as arranging for another person to do so), including he clients' resources shall be managed only in compliance with the agreement signed with the client and/or the clients' instructions and they shall not be used for financing operations or/and other activities of the brokerage company or other third body.

Excluding cases where the parties have signed a due agreement or there is a client's instruction for use of financial instruments under the corresponding conditions determined, Fidelis will not use a client's own financial instruments for its own goals or objectives of any other body.

17 INTEREST

Fidelis will not pay interest to Clients on any money held on Clients behalf.

18 COSTS AND CHARGES

Clients shall pay our charges as notified to Clients from time to time, any taxes imposed by any competent authority on any account opened or Transaction effected by or cleared for Clients;

- I. any fees or other charges imposed by a Market or any clearing organisation;
- II. interest on any amount due to Fidelis;
- III. and any other value added or other applicable taxes of any of the foregoing, including any withholding tax. Fidelis will notify Clients of current charges.

Any alteration to charges will be notified to Clients before the time of the change.

In addition to the costs set out above, additional costs may be payable by Clients by virtue of the fact that these Terms and Transactions under it may be entered into via email or telephone or other distance means.

All amounts due to Fidelis under these Terms are due immediately on our demand.

Fidelis are entitled to deduct or withhold from any payment made under the Terms or credited to Clients Account, any tax required by law to be deducted or withheld from any such payment or credit. Clients should be aware of the possibility that other taxes or costs may exist that are not paid through or imposed by us. Client tax treatment may differ according to Clients personal circumstances and the tax legislation in Clients jurisdiction (which may change).

19 PAYMENTS AND WITHDRAWALS

Clients are responsible for making payments to us which are required, from time to time, under these Terms or as required by Applicable Laws and Regulations, including any payments required:

- (a) to keep the Account Value above the sum of the Margin requirements on Clients Open Positions;
- (b) to clear any negative Account Value;
- (c) to satisfy any debts to Fidelis , including in respect of Financing Costs;

Fidelis may reject any payment that is not made in accordance with these Terms and with Applicable Laws and Regulations.

Payments will be accepted from Clients only where they are in respect of a bank account held in Clients name, and the payment has originated from Clients. If there is any inconsistency between Clients name (as supplied to us by Clients) and the name on the source account from which the payment originates, the payment may be rejected and returned to the source account.

In any case, payments will only be deemed to have been received by Fidelis once the money has been received as cleared funds.

Clients are responsible for any costs incurred in the process of making any payment to Clients Account (e.g. transaction costs). If Clients make a payment by debit card or credit card or withdraw funds from Clients Account, Fidelis may charge an administration fee to process Clients payment.

20 RIGHT OF DEDUCTION

Fidelis may deduct, from any of Clients money, any money due to Fidelis under these Terms, or required to be deducted by Applicable Laws and Regulations (including for tax purposes).

21 ACCOUNT OPERATION: SECURITY AND ACCOUNT AUTHENTICATION

It is Clients responsibility to keep all information that Clients hold relating to Clients Account, including any and all sign in details, passwords and security answers, and emails and letters that Fidelis send to Clients, confidential at all times.

22 MARKET OR REGULATORY ACTION

If a Market (or intermediate broker or agent, acting at the direction of, or as a result of action taken by, a Market) or regulatory body takes any action which affects a Transaction, then Fidelis may take any action which Fidelis, in our reasonable discretion, consider desirable to correspond with such action or to mitigate any loss or potential loss Fidelis may incur as a result of such action. Any such action shall be binding on Clients. If a Market or regulatory body makes an enquiry in respect of any of Clients Transactions, Clients agree to co-operate with us and to promptly supply information requested in connection with the enquiry.

23 ERRORS

Except in the case of fraudulent activity carried on, without Clients knowledge, by a person other than Clients, Fidelis do not accept responsibility for any loss or damage suffered by Clients as a result of Clients use of money placed in or credited to Clients Account error by or on our behalf.

24 RULES AND LAW

All transactions under these Terms of Business shall be subject to the constitution rules, regulation, customs, usage, ruling and interpretations in force of international markets.

25 FORCE MAJEURE

A Force Majeure Event is an emergency or exceptional event outside our control which makes it impracticable for us to comply with the Agreement.

If Fidelis reasonably conclude that there is or has been a Force Majeure Event then Fidelis may cease, suspend or restrict the provision of our services or any part of them or change the terms of any Transaction.

26 DEATH OF CUSTOMER

Fidelis will inform the executors of the value of the account at the date of death and provide other requested information to the extent compatible with our other obligations. Fidelis are unable to accept instructions following the death of a Customer until Fidelis are in receipt of a sealed copy of grant of probate. In the event of death of one party of a joint account please inform us immediately.

27 EVENTS OF DEFAULT

An Event of Default arises in the event, but not limited to, of the following arising or reasonable belief of their arising:

- a) Clients fail to make any payment when due under any provision of these Terms, or, to make or take delivery of any property when due under these Terms, or, to observe or perform any other provision of these Terms, or, otherwise, fail to perform an obligation due to Fidelis;
- (b) Clients commence a voluntary case or other procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to Clients or Clients debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to Clients, if insolvent),
- (c) an involuntary case or other procedure is commenced against Clients seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to Clients or Clients debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to Clients, if insolvent)
- (d) Clients die, become of unsound mind, are unable to pay Clients debt as they fall due or are bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to Clients;
- (f) Clients are dissolved, or, if Clients capacity or existence is dependent upon a record in a formal register, the registration is removed or ends, or any procedure is commenced seeking or proposing Clients dissolution, removal from such a register, or the ending of such a registration;

- (i) where Fidelis consider it necessary or desirable to prevent what Fidelis consider is or might be a violation of any Applicable Laws and Regulations or good standard of market practice;
- (j) where Fidelis consider it necessary or desirable for the protection of ourselves or all and any of our clients;

28 RIGHTS ON DEFAULT

On an Event of Default or Potential Event of Default arising and at any time thereafter, in addition to any other rights Fidelis may have under these Terms or otherwise Fidelis shall be entitled at any time without prior notice to Clients:

- (a) to close out or part-close any and all of Clients Transactions, or, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, Fidelis consider necessary or appropriate to cover, reduce or eliminate our loss, liability or risk under or in respect of any of Clients contracts, positions or commitments; and/or
- (b) to close any or all of Clients Accounts with us and/or refuse to enter into further Transactions with Clients; and/or
- (c) instead of returning to Clients investments equivalent to those credited to Clients account, to pay to Clients the fair market value of such investments at the time Fidelis exercise such right, and/or
- (d) to sell such of Clients investments as are in our possession or in the possession of any nominee or third party appointed under or pursuant to these Terms, in each case as Fidelis may in our absolute discretion select or and upon such terms as Fidelis may in our absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realise funds sufficient to cover any amount due by Clients hereunder; and/or
- (e) to hold or retain any property of Clients including money for a period of 10 business days or such longer period as Fidelis reasonably believe expedient; during such time Fidelis may carry out enquiries into the nature and circumstances of the Event of Default or Potential Event of Default, and shall not be bound to explain to Clients the nature of the Event of Default or Potential Event of Default.

29 TERMINATION WITHOUT DEFAULT

Unless required by Applicable Laws and Regulations, either party may terminate these Terms by giving written notice of termination to the other.

In the event of Termination Fidelis shall close all Clients Transactions and all amounts payable by Clients to us will become immediately due and payable including (but without limitation):

- (a) all outstanding fees, charges and commissions; and
- (b) any dealing expenses incurred by terminating these Terms; and
- (c) any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by us on Clients behalf.

Termination shall not affect then outstanding rights and obligations (nor, in particular, the application of the Default, Exclusions and Limitation of Liability, Indemnity and Governing Law Clauses) and Transactions which shall continue to be governed by these Terms and the particular clauses agreed between us in relation to such Transactions until all obligations have been fully performed.

30 EXCLUSIONS AND LIMITATIONS OF LIABILITY

Without limitation, Fidelis do not accept any liability by reason of any delay or change in market conditions before any particular Transaction is effected.

Without limitation, Fidelis do not accept liability for any adverse tax implications of any Transaction whatsoever.

Neither Fidelis nor its Employees shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by Clients under or in connection with these Terms (including any Transaction or where Fidelis have declined to enter into a proposed Transaction) unless such loss is a reasonably foreseeable consequence or arises directly from Fidelis or its respective gross negligence, wilful default or fraud. In no circumstance, shall Fidelis have liability for losses suffered by Clients or any third party for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with these Terms nor for non-financial

damage (such as emotional distress), in each case whether arising out of negligence, breach of contract, misrepresentation or otherwise. Nothing in these Terms will limit our liability for death or personal injury resulting from our negligence.

Fidelis shall not be liable to Clients if for any reason Clients have received less profit than Clients hoped for or have incurred a loss as a result of uncompleted action which Clients intended to complete.

Fidelis shall not be liable to Clients for any partial or non-performance of our obligations hereunder by reason of any cause beyond our reasonable control, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, acts and regulations of any governmental or supra-national bodies or authorities or the failure by the relevant intermediate broker or agent, counterparty, agent or principal, custodian, sub-custodian, dealer, Market, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations. Nothing in these Terms will exclude or restrict any duty or liability Fidelis may have to Clients under Applicable Laws and Regulations which may not be excluded or restricted thereunder.

31 INDEMNITY

Clients shall pay to us such sums as Fidelis may from time to time require in or towards satisfaction of any debit balance on any of Clients Accounts on a full indemnity basis, any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which Fidelis may incur or be subjected to with respect to any of Clients Accounts or any Transaction or any matching Transaction on a Market or with an intermediate broker or counterparty or as a result of any misrepresentation by Clients or any violation by Clients of Clients obligations under these Terms (including any Transaction) or by the enforcement of Fidelis rights.

32 THIRD PARTY RIGHTS AND ASSIGNMENT

These Terms shall be for the benefit of and binding upon both parties and our respective successors and assigns. Clients shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer Clients rights or obligations under these Terms or any interest in these Terms, without Fidelis prior written consent, and any purported assignment, charge or transfer in violation of this clause shall be void.

33 ENTIRE AGREEMENT

Clients acknowledge that Clients have not relied on or been induced to enter into these Terms by a representation other than those expressly set out in these Terms. Fidelis will not be liable to Clients for a representation that is not set out in these Terms and that is not fraudulent.

34 GOVERNING LAW AND JURISDICTION

A Transaction which is subject to the Rules of a Market shall be governed by the law applicable to it under those Rules.

These Terms shall be governed by and construed in accordance with the Georgian law.

The law applicable to the relationship between the parties prior to the conclusion of these Terms is the Georgian law.

Fidelis and Clients agree that the courts of Georgia shall have jurisdiction to settle any suit, action or other proceedings relating to these Terms ("Proceedings") and irrevocably submits to the jurisdiction of such courts.

SCHEDULE A

GLOSSARY AND INTERPRETATION OF TERMS

Abnormal Market Conditions

Circumstances during normal trading hours in which it is not possible to provide a firm price, for example, because few or no primary price providers are providing quotes, or, prices would be inverted (with the bid higher than the ask), or, there are pricing anomalies

Account

An account of Clients opened with us.

Applicable Laws and Regulations

The Georgian Law on Security Markets, the rules of any relevant Market and all other applicable laws, rules and regulations as in force from time to time.

Base Currency

The currency in which Fidelis hold Clients account balance and into which Fidelis convert all remittances from Clients to us and into which Fidelis convert the outcome of all transactions for Clients.

Business Day

A day which is not a Saturday or Sunday and upon which banks are open for business in London. Business

Electronic Service

Any electronic means Fidelis provide to Clients or to which Fidelis facilitate Clients access for the purpose of giving instructions to us or making

Financing Costs

A charge Fidelis make to Clients when a position is held open from one day to another.

Leveraged Instrument

An Instrument under the terms of which Clients may be liable to make further payments (other than charges, and whether or not secured by margin) when the transaction fails to be completed or upon the earlier closing out of the position.

Margin, Margin Requirement

An amount of money or other collateral Clients are required to have paid to us as a security payment as a condition of entering into or continuing to hold open a Transaction with us.

Market

A regulated market, multilateral trading, organised trading facility or similar venue.

Open Position

Clients position or exposure under any Transaction which has not been completed and settled.

Order

An offer submitted by Clients by telephone or through an Electronic Service to enter into a transaction with Fidelis.

Terms

This document including all Schedule(s) and the terms relating to any Electronic Service as amended from time to time.

Transaction

Any transaction subject to these Terms including a future, option or contract for differences, spot or forward contract of any kind in relation to currency