

Grinta-Invest - Client Trading Agreement

This Client agreement is entered by and (the "**Company**"), and the person or legal entity _____, personal Identification/registration number: _____, (the "**Client**") who/which has applied to open a trading account _____ according to the terms and conditions detailed herein.

1. Introduction

This agreement, along with the Company's Risk Disclosure Document, as well as any legally binding document entered into between the Company and the Client (together: the "**Agreement**"), set out the terms upon which the Company will deal with the Client in respect to placing and executing or off exchange financial instruments rates trading orders ("**Trading**"), on the Company's trading platform.

2. The Trading Account

- 2.1 The Company will open an account for the Client (the "**Trading Account**") as soon as reasonably practicable after the Company has received confirmation that the Client has agreed to enter into this Agreement, and all other information required by the Company to be provided. The Client confirms that all information it provides to the Company is full, accurate and complete. If there is a change in relation to any of the information provided by the Client, the Client must notify the Company immediately of any such change.
- 2.2 The Trading Account will be activated by the Company as soon as the Company has identified the funds credited by the Client to the Trading Account. In the event that a Trading Account is activated but any such requirements are not complied with, the Company may freeze the Trading Account by closing out all existing positions and no further trading shall be permitted in relation to the Trading Account.
- 2.3 The Company may act, according to the Company's sole discretion, as principal or as agent on the Client's behalf. Therefor the Company may act as the counter party to the Clients Trading activity. The Client confirms that it acts as principal and not as agent or trustee on behalf of someone else. The Company shall not accept any other person as an indirect client in respect of this Agreement.
- 2.4 Usage of the Trading Platform provided by the Company is by limited license given by the company to the client. The license is personal, non-transferable and is subject to this Agreement. The Client may not transfer, assign, and enable other to make any use of the license, and/or give the Clients access codes to the Trading Account to anyone.
- 2.5 The Client hereby represents and warrants that his engagement with the Company in to this Agreement and his use of the Company's services are in full compliance with the law applicable to the Client, and that the Client is over 18 years old.

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3. Funds

- 3.1 The Client may transfer funds to the Company with different methods of payment as permitted by the Company from time to time and in any currency (acceptable by the Company), and such funds will be converted and managed in the Trading Platform in either Euro or US Dollars, according to an exchange rate determined by the Company's according to the known rates at the market.
- 3.2 When making a bank transfer, the Client is required to make use of one bank account, located in its country of residence and registered under its name. The Client must send the Company an authentic SWIFT confirmation, stating full bank account details. Non-delivery of the SWIFT confirmation or the details not conforming to the Client's details registered at the Company may result in the funds not being credited to the Client's Trading Account and the return of the funds transferred to the Company.
- 3.3 The Client will be required to identify itself according to the Company's regulations. The Client is required to provide such further full and true information and sign any document required by the Company to enable proper operation of the Trading Account.
- 3.4 Repayment of any funds by the Company to the Client will be in the same currency and to the same account/credit card from which the funds were originally transferred, unless the Company has decided, by its own discretion, to return the funds to a different account of the Client.
- 3.5 The Client declares that all funds that it transfers to the Company do not derive from any criminal or other illegal activity and without any violation of any applicable anti money laundering laws and regulations.
- 3.6 The Client will have no claim against the Company and will not hold the Company responsible for any delay and/or differences originating from financial institutions (banks, credit cards, payment solutions etc.), rates calculation and/or commission and/or any other debit.
- 3.7 If the Client gives an instruction to withdraw funds from the Trading Account, the Company shall pay the specified amount (less any transfer charges, if applicable) within five Business Days once a duly instruction has been accepted and at the moment of payment, the Client's margin requirements have been met. The Company may cancel the Client withdrawal order, if, according to the Company's discretion, the remaining funds (after the withdrawal) shall not be sufficient to secure open Position(s) in the Trading Account.
- 3.8 The Company shall debit the Client's Trading Account for all payment charges. If the Client has the obligation to pay any amount to the Company which exceeds the amount held in the Client's Trading Account, the Client shall immediately pay such amount upon Company's request.
- 3.9 The Company shall not provide physical delivery in relation to any Transaction. As mentioned above, Profit or loss is credited to or debited to or from the Trading Account (as applicable) once the Transaction is closed.

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4. Fees & Charges

- 4.1 The Company does not charge brokerage fees or commissions for executing trades. The Company derives revenue from the spread on Transactions (i.e. the difference between buy/sell prices quotes offered by the Trading Platform to the Client). It is the Client's responsibility to decide whether or not it wishes to trade at such prices.
- 4.2 The Company may introduce additional fees and charges, and may change any existing fees and charges, at any time by giving the Client not less than 10 Business Days' notice of such changes.

5. Privacy and Data Protection

Use of the information shared is strictly limited to the performance of the task we request and for no other purpose. All third parties with whom we share personal information is required to protect personal information in a manner similar to the way we protect personal information and in accordance with the new EU data protection regulations ("GDPR"), if applicable. Examples of private information shared are identifying information such as name, mailing address, e-mail address, telephone number and information on account activity.

If at any time you choose to purchase a product or service offered by another company/individual, any personal information you share with it will no longer be controlled under our Privacy Policy. We are not responsible for the privacy policies or the content of sites we link to and we have no control of the use or protection of information provided by you or collected by those sites. Whenever you elect to link to a co-branded web site or to a linked Web site, you may be asked to provide registration or other information. Please note that the information you are providing is going to a third party, and you should familiarize yourself with the privacy policy published by that third party.

In the event you that will choose to obtain part or all of your stored private information from our data base, please reach out to our Data Protection Officer ("**DPO**") in the following email: Info@Grinta-Invest.com

SECURITY

We take reasonable precautions to protect Personal Information from loss, theft, misuse, unauthorized access or disclosure, alteration, or destruction. This is done by using physical, electronic, and procedural safeguards to protect Personal Information and we do not store Personal Information for longer than necessary to provide the service or as permitted by law. Though we implement measures to reduce the risks of damage, loss and unauthorized access to Personal Information, they do not provide absolute information security. Therefore, it is not guaranteed, and one cannot reasonably expect, that the service will be completely immune from any unauthorized interceptions or access.

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CHANGES TO THIS PRIVACY POLICY

This privacy policy may be changed from time to time, as we see fit and where the changes are required by the GDPR, or any other applicable law. This binding version is the most updated version posted on the site. We may inform you via e-mail regarding any material changes.

5.1 Affiliation- the Company may share commissions and charges with its associates, introducing brokers or other third parties or receive remuneration from them in respect of contracts entered into by the Company. Such affiliates of the Company may be disclosed with Clients information.

5.2 The Company's Trading Platform, Website or other services may require and use of 'Cookies'.

6. Advice, Information and Tax

6.1 The Company does not advise its clients in regard to the expected profitability of any trading action or non-action, and any tax or other consequences. The Client represents that it has been solely responsible for making its own independent appraisal and investigations into the risks of the Transaction. The Client represents that it has sufficient knowledge, market sophistication and experience to make its own evaluation of the merits and risks of any Transaction. The Client acknowledges that he has read and understood the Risk Disclosure Document which sets out the nature and risks of Transactions to which this Agreement relates.

6.2 Where the Company does provide market commentary or other information: (a) this is incidental to the Client's relationship with the Company. (b) It is provided solely to enable the Client to make its own investment decisions; (c) that the information, at the time it has been received by Client, is still updated.

6.3 The Company shall not be responsible for the consequences of the Client acting upon such trading recommendations, market commentary or other information.

6.4 The Client acknowledges that the Company shall not, in the absence of its fraud, willful default 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.

6.5 The Company is under NO an obligation to assess the appropriateness of any Transaction for a Client under the Applicable Regulations, to assess whether or not the Client has the necessary knowledge and experience to understand the nature of and risks associated with the Transactions. All risks related to the above are under the sole responsibility of the Client.

6.6 **Trader's Tax Allocations-** Any tax applying on the Client and/or results from the Client's trading activity, including trading profits and/or trading losses and/or any charges and/or deductions made from the Client's Deposit or Client's Equity, shall be

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under the Client's full and sole responsibility. The Client shall personally report and pay any personal, federal, state and local tax liability he is obligated to, if applied. The Company serves as a mediator only and does not collect deduct, pay or withhold tax from the Client. The Company's reserve the right, if ordered by an official entity, to deduct tax from the Client and deliver it to the proper tax authority as ordered by the official entity.

6.7 **Account Balances** - Account balances and statements are displayed within the trading platform made available to the Client by the Company. Common terms definitions can be found on the Company's Website.

7. **Closing an account and cancellation of the agreement**

7.1 Either party may terminate this Agreement by giving ten days written notice of termination to the other. Either party may terminate this Agreement immediately in any case of any breach of this Agreement or event of Default by the other Party. Upon terminating notice of this Agreement, Client shall be under the obligation to close all open positions, otherwise, the notice shall become void, or the Company shall have the right to close all open positions without assuming any responsibility.

7.2 Upon termination, all amounts payable by the Either Party to the other Party will become immediately due.

7.3 Termination shall not affect any outstanding rights and obligations according to the applicable law and the provisions of this this Agreement.

8. **Indemnities and Limitations of Liability**

8.1 THE SERVICES OF THE COMPANY ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND COMPANY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT COMPANY WEBSITE(S), SERVERS, OR E- MAIL COMMUNICATION ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF TRADING PLATFORM OR WEBSITE(S), INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

8.2 The Client shall, upon first demand by the Company, compensate the Company from and against all liabilities, damages, losses and costs (including reasonable legal costs), duties, taxes, charges, commissions or other expenses incurred by the Company.

Client Signature: _____

Date: _____

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