

CONTRACT ON FINANCIAL TRANSACTIONS / ___/___/_____-

PART I „CLIENT’S APPLICATION”

Company	Registration No.	Legal Address	Office Address
SIA IBS „Maximus Capital Markets”	40103167971	1-5 Rupniecibas str., Riga, LV-1010	57a Dzirnavu str., Riga, LV-1010

Representative

Client Information

Company Name, Registration No./Name, Surname

Name, Surname of the Client’s Representative

Client’s Address

Client’s Mailing Address (if different from the Client’s Address)

Phone

Fax

E-mail

Password

Trading Account No.

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Portfolio Basic Currency (please underline): EUR USD

Current Account No.

Name of the Bank

Information About the Beneficiary

Experience and Knowledge of Operations with FI

Name, Surname

This is to certify that I refuse to provide the information about the experience and knowledge of operations with FI and I’m aware of and accept all the risks arising thereof

Personal Code (for residents); Date of Birth, Passport No., Date of Issue and Issuing Institution (for non-residents)

_____/_____/_____
Signature, Date

I Would Like To Receive Information

By e-mail

By fax

To the address

Monthly

Upon Request

By signing this Contract I certify that I have access to Internet, I have visited the Company’s home page and agree to receive the information addressed to the clients via Internet.

«Maximus WebOffice»

By signing this Contract I certify that I shall use the service „Maximus WebOffice” and I accept all the risks arising thereof

Concluding this Contract the Client confirms that he/she:

- Is aware of and accepts binding General Terms and Conditions of the Company;
- Information about the beneficiary is correct, true and complete;
- Is aware of and accepts the provisions of Part II of the Contract;
- Is aware of description of Order execution policy and accepts provisions of the Order execution policy;
- Is informed about the non judicial procedure of dealing with claims and disputes;
- Agrees that the Company is entitled to execute Client’s orders outside the regulated market and multilateral trading systems.

Company:

Client:

_____/_____/_____

_____/_____/_____

PART II GENERAL PROVISIONS

Chapter 1 SUBJECT, STRUCTURE AND INTERPRETATION OF THE CONTRACT

- 1.1. Legal relations between the Parties are regulated by this Contract, Company's General Terms and Conditions (Conditions) and legal enactments of the Republic of Latvia.
- 1.2. The Conditions are the integral part of this Contract. Terms of the Contract are used in the meaning defined in the Conditions unless stated otherwise.
- 1.3. The Contract is executed in two counterparts, one for each of the Parties. Both counterparts are equally binding.

Chapter 2 PERFORMANCE OF TRANSACTIONS

2.1. GENERAL PROVISIONS FOR PERFORMANCE OF TRANSACTIONS

- 2.1.1. The Client is entitled to perform Transactions only after the Trading account (hereafter "Account") has been opened for the Client. Account shall be used for settlement of payments in transactions with the Company.
- 2.1.2. Transactions shall be performed after the Client submitted the Order in accordance with the requirements of the Company and when the Parties agreed on the details of Transaction. The Company shall be entitled to refuse to perform Transaction without any explanation.
- 2.1.3. The Company is entitled to unilaterally define and amend minimal and maximal amount of the Transaction, maximal allowed amount of open position of the Client, required amount of the Client's financial collateral, types of Orders that the Client can submit to the Company and FI with which the Client can perform operations via Means of communication accepted by the Company.
- 2.1.4. The Parties can submit Orders and perform Transactions via telephone in accordance with provisions of the Contract and, in accordance with separate agreement, use other Means of communication approved by the Company for performance of Transactions.
- 2.1.5. Agreement between the Parties about the amendment or supplement of conditions of Transaction shall be concluded in the same way as specified in the Conditions of conclusion of transactions.
- 2.1.6. The Client is obliged to submit to the Company precise, clear and unambiguous Orders. The Company shall not be held liable for consequences that can arise due to Client's failure to fulfill this obligation. If the Client's submitted Order contains abbreviations, financial slang or specific financial terms, the Company shall have prevailing right to interpret the Order and Client shall not be entitled to submit any claim about the conditions of the Order after its execution.
- 2.1.7. Submitting the Order the Client authorizes the Company to perform all the necessary actions with Client's account.
- 2.1.8. The Client shall be obliged to ensure such amount of Assets on the Account that is necessary for execution of Order and payment of remuneration to the Company. The Client is obliged to control sufficiency of Assets for execution of Orders and payment of remuneration to the Company. The Company shall not be held liable for consequences that can arise due to Client's failure to fulfill this obligation.
- 2.1.9. Receiving Client's Order the Company can block the amount of Assets on the Account that is necessary for execution of Order until the Transaction settlement day. The Client cannot perform any actions with the Assets blocked on the Account.
- 2.1.10. The Company shall be entitled not to execute Client's Order if the amount of cash or FI is insufficient, if funds on the Account are encumbered, if the Order has not been submitted in timely manner, if the Order does not contain all the necessary information of is imprecise, if the Order is cannot be executed with specified conditions, if the Company does not provide investment services in relation to FI or particular type of transaction mentioned in the Order, if the Client's transaction counterparty has not fulfilled its obligations or has not submitted settlement order to its custodian, if Client's Order contravenes with legal provisions and market practice of the country where the Client's FI are held in custody or Order is executed, or if the Company has grounded suspicion about the authorization of a person who represents the Client and submits the Order.
- 2.1.11. If the Client submitted to the Company the Order to buy/sell Asset for market value (Market Order) then this Order cannot be cancelled by the Client and Client's claims about the price of bought/sold Asset shall not be accepted. Other Client's Orders can be cancelled only with approval of the Company.
- 2.1.12. Conclusion of FI transaction shall mean that the Client is aware of the description of Order execution policy that is effective on the moment of conclusion of FI transaction and agrees that the Order shall be executed in accordance with principles mentioned in Order execution policy. The Client can read the description of Order execution policy in accordance with the Conditions.
- 2.1.13. Executing FI transactions the Company is entitled to conclude transactions outside the regulated market and multilateral trading systems. Signing of this Contract the Client confirms that he agrees with execution of Transactions and Orders outside the regulated market and multilateral trading systems.
- 2.1.14. In cases and in accordance with procedure stipulated in the Order execution policy the Company shall be entitled to merge Client's transaction Order with Company's transaction order or order of another client. Signing this Contract the Client confirms its approval of the Order execution policy about merging and division of orders and is aware that such merging can cause losses in relation to particular order.
- 2.1.15. The Client authorizes the Company to use Collateral including alienation or mortgaging it to the third persons. In case of use of the Collateral object the Company shall be obliged to replace initially submitted collateral with its equal no later than on the Client's obligation execution day.

2.2. CONCLUSION OF TRANSACTIONS VIA TELEPHONE

- 2.2.1. In order to conclude a transaction the Parties can communicate with each other via telephone and agree on the conditions of particular Transaction.
- 2.2.2. The Clients shall choose but the Company shall approve Client's Password that will be the Client's identification tool for conclusion of Transactions via telephone. The Company is entitled not to approve the Password chosen by the Client without any explanations. The Client is entitled to disclose the Password to the third persons who are authorized to conclude Transactions and submit Orders within the scope of this Contract. The Client shall ensure that the Password is not available to unauthorized persons. Disclosure of Password to any third persons shall be regarded as Client's authorization to this person to conclude any Transactions and submit Orders on behalf and at the expense of the Client within the scope of the Contract. All the Transactions that are concluded using Client's Password shall be binding to the Client also in cases when the Transactions were concluded by unauthorized person who used Client's password.
- 2.2.3. The Company shall not be held liable for losses incurred by the Client if the Transaction has been concluded or Order has been submitted by unauthorized person using Client's Password unless the password has become known to the unauthorized person due to Company's negligence of action in bad faith.
- 2.2.4. If a person who knows a Password is no longer authorized to conclude Transactions or submit Orders on behalf of the Client or if the Client has suspicion that the Password has become known to unauthorized person the Client shall immediately notify the Company. After this notification is received the Client shall choose another Password approved by the Company.
- 2.2.5. The Company can at its own discretion cancel the Client's approved Password if there are grounds for suspicion that the Password has become known to unauthorized person.
- 2.2.6. The Client is entitled on its own initiative to request the Company to change the existing Password submitting the written request to the Company. The new Password shall become active since it is approved by the Company.
- 2.2.7. Communicating with the Company via telephone the Client or the Client's authorized person shall identify themselves stating the Password. The Password stated in the phone conversation shall certify that the user of the Password is authorized to submit Order on behalf and at the expense of the Client and to represent the Client in relation to the Contract. The Company is not obliged to verify the effectiveness and scope of authorization of the Password user.
- 2.2.8. If the Parties concluded a Transaction via telephone, the recording of the phone conversation shall be regarded as an evidence of the conclusion of the Transaction and its conditions.

2.3. TRANSACTION CONFIRMATIONS

- 2.3.1. Execution of all Orders submitted by the Client to the Company is displayed in the Company's statements that are sent to the Client in accordance with provisions of the Contract and that shall be regarded as Transaction confirmation.
- 2.3.2. Transaction confirmation is prepared for the purpose of simplification of Transaction registration. If Transaction confirmation is not sent to the Client or not received by the Client this does not affect the effectiveness of the Transaction.
- 2.3.3. Receiving Client's objections regarding the Transaction confirmation the Company is entitled to suspend fulfillment of its obligations regarding the Transaction until the Parties settle the dispute. The Company is not responsible for delay in execution of Transaction and losses incurred by the Client due to the circumstances mentioned in this clause.
- 2.3.4. If the Company identifies a mistake in the Transaction confirmation sent to the Client, the Company shall send to the Client a corrected Transaction confirmation.

Chapter 3 SETTLEMENT

- 3.1. The Parties shall make settlements in amounts and in accordance with terms and procedures stated in Transaction conditions and in the Contract.

3.2. All the settling regarding Transaction conditions and amount of Parties' obligations are made by the Company in accordance with calculation methods defined in the Contract and accepted in financial market practice. Any reference to FI market price or market value made by the Company is a reference to FI price defined by the Company taking into consideration FI price on stock exchange or, if FI is not listed on any stock exchange, FI price on non-exchange market or any other information about these or similar FI known to the Company.

3.3. For fulfillment of payment obligations specified in Transaction conditions, the Client is obliged to ensure necessary funds or FI on the Account so that these assets on the settlement date are freely available to the Company. On the settlement date the Company shall debit Client's account to the amount specified in Transaction conditions.

3.4. In case when the Client makes a payment in currency other than indicated in Transaction conditions the Company has a right but not an obligation to make a conversion to the currency indicated in the Transaction conditions using the rate defined by the Company.

3.5. Concluding the Transaction the Parties can agree on the settlement procedure that differs from the stated above.

Chapter 4 FI ACCOUNTING

4.1. The Company carries out accounting of FI Transactions concluded by the Client. Upon the request from the Client the Company submits the Client a statement about FI Transactions within specified period or about particular FI transaction.

4.2. For execution of transactions with FI traded on foreign stock exchanges the Company can use the services of financial institutions (financial broker) that ensure accounting of executed FI transactions and that is registered and supervised in other countries.

Chapter 5 COMMISSION

5.1. The Client shall pay the Company commission in accordance with effective Tariffs of the Company for opening of Account, maintenance of Account, Client's Order execution and other services provided within the scope of the Contract. The Company can unilaterally amend the Tariffs and the Client is obliged read the amendments every time before the submission of Order.

5.2. The Company is entitled to deduct the commission from the Client's Account mentioned in the Contract.