

CLIENT AGREEMENT

GSS ASSETS LTD (hereinafter referred to as the "Company"), registered at **8a London Road**, **Alderley Edge, Cheshire, SK9 7JS**, provides services for operations in the **Personal Account** and the **Trading Platform** under the terms of this public agreement (hereinafter referred to as the "Agreement") to any individual, except for:

- Stateless persons;
- Persons under the age of 18;
- Citizens of countries where the Company does not provide these services.

1. INTRODUCTION

1.1. The Client must carefully review this Agreement. It is provided in electronic format and does not require a signature. Unconditional acceptance (acceptance) of its terms is considered to be the Client's advance payment and its receipt by the Company.

1.2. The Agreement may be translated into all languages available on the Company's official website. However, such translations are for informational purposes only. In the event of discrepancies between the English version of this Agreement and its translation, the **English version shall prevail**.

1.3. From the moment the Company receives the Client's advance payment, all transactions conducted by the Client in the Personal Account or on the Trading Platform shall be subject to this Agreement.

1.4. All transactions conducted in the Personal Account or on the Trading Platform are concluded between the Client and the Company as **principals**. The Company **does not act as an agent** on behalf of the Client. This means that, unless otherwise provided by a separate agreement, the Client assumes full responsibility for fulfilling their obligations in relation to executed transactions. If the Client acts on behalf of a third party, regardless of whether this person is identified, the Company does not recognize them as a Client and does not bear any responsibility towards them unless separately agreed otherwise.

1.5. The definitions of the terms used in this Agreement are provided in Section 2 ("Terms and Definitions").

2. TERMS AND DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

- "Balance" the total financial result of all completed transactions and deposit/withdrawal operations on the trading account.
- "Bank Card" a plastic card used for payments for goods, services, and cash withdrawals.
- "Website" the official website of the Company: <u>https://globalsolutionstrategies.com</u>.
- "Cardholder" an individual whose personal information (name, surname, signature) is indicated on the bank card and who has the right to manage the account linked to the card.
- "Client's External Account" a bank or digital account belonging to the Client or their Authorized Representative.
- "Margin" the amount reserved in a trading account to maintain open positions.



- "**Request**" an instruction from the Client to receive a quote, which does not obligate them to execute a trade.
- "Deposit" the transfer of funds by the Client or their Authorized Representative to the Client's trading account through the Company.
- "Withdrawal Request" an order from the Client to withdraw funds from their account and transfer them to the external account specified in the request.
- "Identification Data" passport or other documents provided by the Client during registration.
- "Client Account" any account opened by the Client with the Company, including trading, investment, partner, or other types of accounts.
- "Client Terminal" a software application that connects to the Company's server for receiving market data, executing trades, performing market analysis, and interacting with the Company.
- "Quote" information about the current value of a financial instrument, expressed in terms of Bid and Ask prices.
- "Exchange Rate" the price of a base currency unit expressed in the quote currency.
- "Personal Account" a secure online interface on the Company's website for managing accounts and tracking transactions.
- "Inactive Trading Account" a trading account where no open positions, pending orders, or non-trading transactions have been made for three consecutive months.
- "Non-Trading Operation" any operation unrelated to trading activities (e.g., deposits, withdrawals).
- "Personal Account Number" a unique identifier assigned to each Client upon registration.
- "Open Positions" transactions that remain unsettled until they are closed with a counter-trade.
- "Written Notification" an official message from the Company (e.g., email, internal messages, website announcements).
- "Processing Center" an organization responsible for facilitating financial transactions and settlements.
- "Business Day" a period from Monday to Friday, excluding official holidays.
- "Free Margin" the available funds in the trading account that can be used to open new positions.
- "Server" a combination of software and hardware used to process Client orders and provide real-time market information.
- "Personal Account Service" a service provided by the Company that allows the Client to manage their account, submit instructions, and access reference information.
- "Screenshot" a digital image captured from a computer screen as proof of displayed information.
- "Funds Deduction" the withdrawal of funds from the Client's trading account to the external account specified in the withdrawal request.
- "Company Account" a bank or digital account used by the Company for financial transactions.
- "Trading Platform" software that provides real-time quotes, executes orders, and calculates mutual obligations between the Client and the Company.
- "Trading Account" an individual account reflecting all completed transactions, open positions, non-trading operations, and orders.
- "Authorized Representative of the Client" an adult individual authorized to conduct financial transactions on behalf of the Client.
- **"Force Majeure"** unforeseen events that hinder the fulfillment of obligations (e.g., natural disasters, connectivity issues, financial crises).
- "Electronic Payment System" a system that facilitates digital money transfers.



3. SERVICE

3.1. If the Client complies with all the terms of this Agreement, the Company grants them access to the Personal Account functionalities to perform the specified operations.

3.2. The Company executes trading operations initiated by the Client, including those that may be financially unfavorable for them. The Company is **not obligated** (unless specified otherwise in this Agreement) to monitor or notify the Client about the status of their transactions, request additional margin deposits, or close open positions. Additionally, the Company is **not required** to execute Client orders at more favorable quotes than those available on the Trading Platform.

3.3. The Client is not entitled to request investment or trading recommendations from the Company, nor any information that may motivate them to execute trades.

3.4. The Company may, at its discretion, provide the Client with information, advice, and recommendations but is **not liable** for their consequences, including possible losses. The Client acknowledges that, **unless fraud, gross negligence, or willful misconduct occurs**, the Company bears no responsibility for any losses resulting from inaccurate information, including information related to the Client's trading operations. Regardless of the Company's right to cancel or close the Client's trades under certain conditions, all transactions executed based on such information shall remain valid and enforceable.

3.5. Trading operations do not involve the physical delivery of currency. Profits or losses from trades are credited or debited from the Client's trading account immediately after closing a position.

3.6. The Company does not provide services in certain countries: China.

4. CONFLICT OF INTEREST POLICY

4.1. The Company, its partners, or affiliated entities may have a material interest, business relationship, or agreement related to transactions conducted through the Personal Account or the Trading Platform. In some cases, this may create a conflict of interest with the Client. For example, the Company may:

- Act as a principal, executing transactions on its own account by buying or selling instruments from the Client;
- Act as a counterparty in a trade with another Client of the Company;
- Buy or sell financial instruments that the Company has recommended to the Client;
- Provide consulting and other services to partners or other Clients whose interests may conflict with those of the Client.

The Client agrees that the Company has the right to act at its discretion in fulfilling its obligations, even if this results in a conflict of interest or financial benefit to the Company. At the same time, the Company is **not obligated** to inform the Client about such situations. A conflict of interest or the Company's financial interest does **not** affect the quality of service and the fulfillment of its obligations to the Client.

5. OPENING A TRADING ACCOUNT

5.1. To open a trading account, the Client must complete the appropriate form on the Company's official website.



5.2. The Company reserves the right to accept or reject the Client's application at its discretion, based on the completeness and accuracy of the information provided.

5.3. The Company may refuse to open and maintain a trading account for the Client if the information provided in the registration form is false.

6. PAYMENTS

6.1. The Client may deposit funds into their trading account at any time.

6.2. The Client is solely responsible for the accuracy of payments made. If the Company's banking details change, the Client is responsible for ensuring that payments are made using the updated details published in the Personal Account.

7. CLIENT FUNDS AND INTEREST

7.1. Client funds are held in the Company's accounts, including segregated accounts opened in the Company's name to store Client funds separately from the Company's own funds.

7.2. The Client acknowledges and agrees that the Company does **not** pay interest on funds deposited in the Client's account. However, the Company may, at its discretion, pay interest on Client funds in cases and amounts determined by the Company.

8. DEPOSIT AND WITHDRAWAL POLICY

8.1. The Client's account balance reflects the financial obligations of the Company towards the Client at a given time, unless otherwise specified in additional terms. Such additional terms may include the Client's participation in various promotional offers by the Company.

8.2. Withdrawal requests must be submitted by the Client through the electronic form available in the Personal Account. The requested withdrawal amount will not be deducted from the account balance until the actual payment is processed. Completed withdrawals **are non-refundable and cannot be disputed**.

8.3. The Client must use the Personal Account interface for deposits.

8.4. The Client acknowledges that technical issues may cause delays in fund deposits to the trading account.

8.5. The Client agrees to cover any additional expenses (if necessary), including taxes, fees, and charges.

8.6. The Company and the payment service provider are responsible only for processing payments in the amount specified by the Client and do not assume responsibility for any additional fees imposed on the Client.

8.7. Once the Client confirms a payment by clicking the "**Pay**" button, the transaction is considered final and **non-reversible**.

8.8. By clicking "Pay" and confirming the transaction, the Client agrees that:

• Submitting a deposit request confirms acceptance of this Agreement;



- They understand and accept all risks associated with using this service;
- They cannot cancel or request a refund of the transaction;
- They have reached or exceeded the legal age of majority;
- The payment is processed by a third-party payment provider.

8.9. The Company and the payment service provider are **not responsible** for payment refusals due to the issuing bank's decision to deny the transaction.

8.10. If the Client disagrees with the conditions outlined in this section, they should **not** proceed with the transaction and, if necessary, contact the Company's support service.

8.11. If the Company detects that the Client is using their account for currency exchange transactions between payment systems, the withdrawal request may be declined.

8.12. Depositing funds using third-party bank cards is **prohibited**.

8.13. The official deposit and withdrawal methods are the Company's accounts in the payment systems listed in the Personal Account. The Client acknowledges that payment systems are **not** the Company's partners, and assumes all associated risks. The Company is **not liable** for delays or failures in crediting funds due to issues with the payment system. In such cases, the Client should contact the payment system's support service.

8.14. The Company is **not liable** for third-party intermediaries involved in deposit/withdrawal transactions. The Company's financial responsibility begins **only** when the Client's funds are credited to the Company's bank or payment system account.

8.15. If fraud is detected after funds have been credited to the Client's balance, the Company reserves the right to cancel the transaction and freeze the Client's account. The Company's financial responsibility for withdrawals ceases once funds are debited from the Company's bank or payment system account.

8.16. Funds can only be withdrawn to the same payment details used for deposits.

8.17. Clients can withdraw funds only after **full verification** of their Personal Account. The Company may request identity documents in accordance with the **Privacy Policy** and **AML Policy**.

8.18. A withdrawal request may be rejected if the Client fails to provide requested verification documents (passport, a copy of the used bank card, or other documents as required under the AML Policy). In such cases, the funds will be returned to the Client's trading account.

8.19. The Client is responsible for ensuring the **accuracy and validity** of the withdrawal details provided in their request.

8.20. If the Company's security service suspects fraud or deception, the Company reserves the right to **block the Client's account** without prior notice and deny further withdrawals.

8.21. If there is **no trading activity** on the Client's account for **3 months**, the Company may classify the account as inactive and archive it while maintaining the balance. Alternatively, the Company may return the remaining funds to the Client.



8.22. Withdrawals are only possible **when there are no open positions** in the trading account. If the Client has incurred losses and used third-party funds, such cases will be reviewed individually and may result in a withdrawal refusal.

8.23. A trading analyst fee of up to 15% of total profits may apply for services provided.

9. METHODS OF COMMUNICATION BETWEEN PARTIES

9.1. The Client must submit orders to open or close positions exclusively through the Client Terminal.

9.2. By accepting this Agreement, the Client also agrees to receive emails and newsletters from the Company at the email address provided in the Personal Account.

9.3. If the Client believes that the Company has violated the terms of this Agreement, they have the right to file a complaint.

9.3.1. To submit a complaint, the Client may use the contact details provided on the Company's website.

9.3.2. If a dispute arises and its resolution is not explicitly covered by this Agreement, the Company shall make the final decision based on generally accepted market practices and legal ethics.

10. EXECUTION OF TRADING ORDERS

10.1. The processing time for Client orders is **not fixed** and depends on market conditions and execution speed on the part of the Company's counterparties.

10.2. When opening a position, the Client must provide margin (Margin), the amount of which depends on the leverage provided and/or the financial instrument in which the position is opened.

10.3. When a Client's order to open a position is received by the server, the system checks the trading account for sufficient Free Margin. If the required margin for the position exceeds the Free Margin available, the order to open the position will be rejected.

11. CASES OF DEFAULT

11.1. Each of the following events constitutes a case of default:

- The Client's failure to make a payment required under this Agreement;
- The Client's failure to fulfill any obligation toward the Company;
- The Client's inability to pay their debt when due;
- The Client's death or legal incapacity;
- Any other circumstances in which the Company reasonably believes it is necessary or advisable to take action under Section 11.2.

11.2. If a case of default occurs, the Company reserves the right, at its sole discretion and without prior notice, to take one or more of the following actions:

- Close any or all of the Client's open positions at the current market price;
- Deduct from the Client's account any amounts owed to the Company;



- Close any of the Client's accounts with the Company;
- Refuse to open new accounts for the Client.

12. REPRESENTATIONS AND WARRANTIES

12.1. The Client represents and warrants to the Company that:

12.1.1. All information provided by the Client in the registration form on the Company's website under this Agreement is **true, accurate, and complete** in all respects.

12.1.2. The documents and copies provided are **authentic**. The Client acknowledges the Company's right to verify the authenticity of documents and, if necessary, contact law enforcement agencies in the issuing country for confirmation.

12.1.3. The Client has the legal capacity to enter into this Agreement, submit requests and orders, and fulfill their obligations under this Agreement.

12.1.4. All actions carried out under this Agreement **do not violate any applicable laws**, **regulations**, **or contractual obligations** in the Client's jurisdiction or any agreements affecting the Client's assets.

12.1.5. The Client's trading strategies are not aimed at exploiting vulnerabilities in the Company's software.

12.1.6. The Client shall indemnify the Company against **any liabilities, expenses, claims, or damages** arising directly or indirectly from the Client's failure to fulfill their obligations under this Agreement.

12.1.7. The Client shall not disclose their login credentials for the Trading Platform or Personal Account to third parties and shall ensure their security and confidentiality. All actions performed using the Client's login and password shall be considered actions taken by the Client themselves. The Company is **not responsible** for unauthorized use of the Client's registration data by third parties.

12.2. If the Client violates Section 12.1.6, the Company reserves the right, at its sole discretion, to declare any of the Client's positions invalid or close one or more positions at the current market price.

13. GOVERNING LAW AND JURISDICTION

13.1. This Agreement is governed by the **laws of the country in which the Company is registered**. The Client unconditionally:

13.1.1. Acknowledges that the courts of the Company's country of registration **have exclusive jurisdiction** over any legal proceedings related to this Agreement.

13.1.2. Submits to the jurisdiction of the courts where the Company is registered.

13.1.3. Waives any objections to legal proceedings being conducted in such courts.

13.1.4. Agrees not to challenge the validity or enforceability of the jurisdiction of such courts.



13.2. To the fullest extent permitted by law, the Client **waives any rights to sovereign immunity** in relation to:

- Litigation;
- The jurisdiction of the courts;
- Court orders, including specific performance or asset recovery;
- Asset seizure (before or after a court decision);
- The enforcement of any court ruling against the Client or their assets.

The Client **agrees not to claim any immunity** in legal proceedings and **to comply with court decisions**, including those related to their assets.

14. FORCE MAJEURE

14.1. The Company **has the right to declare the occurrence of force majeure events** if there are sufficient grounds to do so. The Company will take reasonable steps to inform the Client about such events. Force majeure events include, but are not limited to:

14.1.1. **Any event or phenomenon** (including strikes, civil unrest, terrorist acts, wars, natural disasters, power outages, communication or software failures) that, in the Company's opinion, destabilizes the market or affects one or more financial instruments.

14.1.2. The **suspension**, **liquidation**, **or closure of a market**, the absence of an event that the Company relies upon for pricing, or the introduction of restrictions or special trading conditions.

14.2. If the Company determines that a force majeure event has occurred, it reserves the right, without prior notice, to take any of the following actions:

- Increase margin requirements;
- Close any or all open positions at a price deemed fair by the Company;
- Suspend or modify the application of certain terms of this Agreement if they become impossible to fulfill;
- Take any other actions the Company deems necessary given the circumstances.

14.3. The Company is **not liable** for failure to fulfill obligations due to force majeure events.

15. OTHER TERMS

15.1. The Company has the right to suspend services to the Client at any time **without prior notice**, if sufficient grounds exist.

15.2. In situations not explicitly covered by this Agreement, the Company shall act in good faith, considering fairness and generally accepted market practices.

15.3. The Company's failure to enforce any right under this Agreement at any given time **does not constitute a waiver** of its right to enforce the same or other rights in the future.

15.4. The Company may, at its discretion, **release the Client from liability** for violations of this Agreement or reach a compromise decision. However, the Company **reserves the right to review all past violations**, regardless of the time elapsed, and to make claims against the Client at any time.



15.5. The rights granted to the Company under this Agreement are **in addition to the rights provided by the laws** of the country in which the Company is registered.

15.6. The Company may **transfer its rights and obligations** under this Agreement, in whole or in part, to a third party, provided that the successor **agrees to comply with this Agreement**. Such a transfer shall take effect **three business days** after the Client is deemed to have received notice of the transfer.

15.7. If any provision (or part of a provision) of this Agreement is found **invalid or unenforceable** by a court in the Company's jurisdiction, the remaining provisions shall **remain in full force and effect**.

16. AMENDMENTS AND TERMINATION

16.1. The Client acknowledges that the Company has the right to make amendments and modifications:

- To any **regulatory document** at any time;
- To spread, swap, and dividend rates without prior notice.

16.2. In extraordinary market conditions, the Client acknowledges that the Company may **immediately** amend this Agreement without prior notice.

16.3. The Client agrees that the Company **is not required to provide prior notice** when introducing new products or services.

16.4. The Client may suspend or terminate this Agreement by **providing written notice** to the Company.

16.5. The Company **reserves the right to deny access** to the "Personal Account" service **without explanation**.

16.6. Termination of the Agreement does **not** cancel obligations already incurred by either party, including obligations related to **open positions or fund deposits/withdrawals**.

16.7. Upon termination, the Client's available funds (after closing all open positions) **shall be transferred** to the Client's designated account according to the Company's procedures.

16.8. If the Agreement is terminated, the Client must **immediately settle all outstanding debts** with the Company, including:

- Outstanding payments and commissions;
- Any costs associated with terminating the Agreement;
- Losses and expenses incurred due to position closures or other obligations caused by the Client's actions or inactions.

16.9. In the event of the Client's death:

• The **right to withdraw funds** from the Client's trading account **is transferred to heirs** according to inheritance laws or a will;



• The right to use the trading account or conduct operations in financial markets is not transferable to heirs.

GSS ASSETS LTD

globalsolutionstrategies.com 8a London Road, Alderley Edge, Cheshire, United Kingdom, SK9 7JS tel. : +442038071388 mail : support@globalsolutionstrategies.com