Client Agreement

In this agreement, the main and general rules and regulations of the client's use of the brokerage services of METAGOLD LLC, a company duly incorporated in Georgia, authorized by the Ministry of Justice of Georgia with reference number 404651248, being a brokerage company (hereinafter referred to as the "Company", "MetaGold", "we", "our", "us").

Under the terms and conditions of this public offer (hereinafter referred to as the "Client Agreement" or "Agreement"), the Company, on one hand, and a person completing the registration form on the Company's website or opening a trading account or by performing various registration steps on the Company's website, on the other hand, execute this Agreement.

The transactions orders execution is governed by the Orders Execution Policy.

Statements and warranties of the client

Upon concluding this Agreement, the client declares and undertakes that:

A) For clients-individuals:

1. The client is in mental health and has reached the age of full legal capacity and has no legal or judicial restrictions and has full legal responsibility and accepts all consequences.
2. The implementation of the provisions of this Agreement will not violate in any way the legal and current laws where the client is subject to, and any other obligation towards third parties.
3. The execution of this Agreement will not violate any other obligations or contracts where a client is a party.
4. The implementation of the provisions of the Agreement does not in any way violate the orders, decisions of any competent court, arbitration, various authorities that are binding on the client.
5. The execution of the Agreement is subject to the laws of the country of the Company, and if a client is not allowed to execute the Agreement, he/she is at fault and must pay all losses in any currency or brand to the Company, upon the Company's evidenced request.
6. After this Agreement execution, the client cannot object it based on cases such as not knowing or not understanding the terms and conditions of the Agreement (due to language proficiency or lack of legal information and other cases) or other documents, information allocated on our website.

B) For clients-legal entities

1. The client is officially registered and established as a legal entity in accordance with the laws of his origin.
2. The client is not registered in the following countries and will not be treated as a legal entity in the following countries: Turkey, Armenia, USA and countries subject to international sanctions.
3. The execution of this Agreement will not breach any obligations of contracts, where the client is a party.
4. The implementation of the provisions of the Agreement does not in any way violate the orders of any competent court, arbitration, various authorities that are binding on the client.
5. The signatory of the Agreement has the authority to approve and sign it in the name and on behalf of the client, as well as has appropriate wide legal power to execute, update and perform the Agreement.
6. The execution of the Agreement is subject to the laws of the country of the Company, and if a client is not allowed to execute the Agreement, it is at fault and must bear all losses in any currency to the Company, upon the Company's evidenced request.

C) Warrantees and general obligations of all clients

1. The client has read the provisions of this Agreement and the terms of all agreements, policies, other documents allocated on the Company's official website or as a communication document mentioned in this Agreement and fully approve and accept .
2. All information provided by the client, including personal information, etc., that is provided in the registration process or during the reception of services at any time, is completely correct and complete, and in the case of providing

incorrect, incomplete, misleading information, the client bears all the relevant risks (financial, legal and judicial, etc.) at any time, even if he, she, it has closed a trading account.

3. The Company will not provide any formal or informal guarantees regarding the loss and profit of transactions in any of the trading instruments, and the client acknowledges that the reason for concluding this Agreement is with the intention or certainty of using the Company's brokerage services .
4. All the warrantees, statements provided by the client will be valid from the moment of the Agreement execution without a time limit, and whenever it is determined that any of the warrantees, statements or agreed clauses occur to be invalid, incomplete, inaccurate, misleading, the Company is entitled, at its discretion, to unilaterally terminate the Agreement and withdraw all potential costs and losses and reimburse them to the other party, if applicable .
5. The Company is considered empowered to request the client at its discretion the validity of any of the warranties, statements, endorsements and identity documents provided by the client, or to confirm the authenticity and the client undertakes to provide and prove the information accuracy. And if the client cannot provide new documents or documents or proof of previous information or does not do so on a timely basis, the Company is entitled to unilaterally terminate the Agreement and request all possible costs, withdraw financial or brand costs, losses and, if balance remains, return it to the client.

Procedure of Opening of Trading Account

1. In order to open a trading account in the Company the client shall take registration procedure on the official website of the Company – fill out registration form for opening of trading account and accept this Agreement.

   When undergoing registration procedure, the client may select one of several available types of trading accounts offered by the Company. Specific conditions and peculiarities of service rendering for each type of trading accounts offered are available on the official website of the Company and are the integral part of the present Agreement.
2. After filling out registration form, confirmation of registration data of the client and accepting of this Agreement, a trading account will be opened for the client, and corresponding login and password are generated and presented to the client that provide the client with access to the personal account and client's terminal. Password can be changed at any time. Changing of the password by the client him/herself/itself can be performed at any time and does not require notification of the Company.
3. The client can open and manage account in the currency allowed by the Company.
4. The client assumes complete responsibility for confidentiality of the credentials of his/her/its trading account, as well as for any trading and non-trading transactions on the account performed by a person duly authorized within the Company's trading platform, on official website or server of the Company using credentials of the client's trading account. All messages transferred to the Company by a person duly authorized within trading platform, on official website or server of the Company using credentials of the client's trading account shall be deemed issued directly by the client.

   In case of loss of password by the client, the Company has the right to change existing password at the client's request.

Financial Tools

1. Participate in MT5 - it will be able to provide the necessary infrastructure for commerce.
2. All transactions with all financial and other trading instruments provided by the Company must comply with the rules and regulations of the Company and international partners with whom the Company cooperates .
3. In order to create the necessary infrastructure for the record, the transactions carried out by the clients, the entry and exit of the transaction, the conditional transactions and the reverse transactions, the result of the transactions, that have been lost, and records of all the transactions and their results (client's profit or loss) will be made performed on the trading account.
4. To register a client, all proper documents required by the Company must be prepared, sent and signed and approved by the client, and any confirmation from the client must be properly made
5. The Company is considered empowered to modify the terms and conditions of the Agreement when it deems appropriate, and the client will be obliged to comply with and them as properly updated
6. The only obligation of the Company will be to upload the updated documents, notices, policies and other documents on the Company's website and inform of the changes. Simultaneous uploading to the site for the customer constitutes submission and acceptance of all new or amended rules of the agreements.

Rights and Obligations of the Parties

Obligations of the Company

1. The Company undertakes to provide the best and most up-to-date trading tools for the client to trade the instruments. It should be noted that these tools may be selected and presented according to the conditions and considerations in some areas and depending on the specific geography of the client, or they may not be provided due to the lack of necessary infrastructure at the location of the client.
2. At the request of the client, after confirmation of the client's identity by the Company, the Company shall provide any information on the status of the trading account.
3. The Company shall proceed with the withdrawal of the entire balance of the client's trading account if it is not blocked and the withdrawals are not looked as suspicious.
4. The Company undertakes to open a proper account type chosen by the client.
5. The Company undertakes to close the client's trading account at his/her/its request and at the Company's discretion, if the reasons occur.
6. The Company undertakes to continuously advise the client in order to share benefits or new facilities opened for the client to obtain more benefits.
7. The Company undertakes to keep the personal, confidential information of each client in secret.
8. The Company undertakes to change passwords for trading account at the client's request .

Obligations of the Client

1. A client must contact the Company in accordance with one of the forms of communication and place the necessary authorized orders by phone after the Company approves the completion of transactions and any changes or requests related to the client's trading account.
2. A client undertakes to provide complete information necessary to open a trading account, before trading, and deposit and withdrawal operations, as well as to immediately inform the Company in case of any change in identity information, etc. The client shall be responsible for any consequences regarding failure to notify the Company about changes of identification information and data .
3. A client undertakes to familiarize with all the terms and provisions of the Agreement, other agreements, policies, documents of the Company allocated on the website.
4. In no way shall the client use his/her/its trading account illegitimate or for illegal purposes .
5. A client undertakes to comply with the terms and conditions, fulfill liabilities provided by this Agreement, other agreements, policies and documents published on the official website of the Company.
6. A client undertakes to pay for the Company's services totally and timely.
7. A client undertakes to immediately inform the Company about vulnerabilities, errors and problems in trading platform.

Client's rights

1. A client is entitled to contact the Company and receive from it quotations and the information with the purpose of making trading transactions.
2. A client is entitled to conduct trading transactions in financial and crypto markets with the help of the trading platform (software) provided by the Company.
3. A client is entitled to request and obtain from the Company any information related to current status of his/her/its trading account.
4. A client is entitled at any time to withdraw the balance kept on his/her/its trading account.

METAGOLD rights

1. The Company is entitled to request full identity information and a document to determine the authenticity of each client, its representatives to open a trading account or fulfill all client's orders by the Company, if the identity is confirmed and the orders can be executed.
2. The Company is entitled to reject a client's orders, if the Company has not been provided with the complete, accurate and not misleading information, required by the Company.
3. The Company is entitled to implement all the proper and internal rules and regulations governing a client's orders.

4. In case of improper performance of the obligations by the client, as set forth in this Agreement and continuous violation of the terms and provisions of the other documents, the Company has the right to unilaterally terminate the Agreement and withdraw suffered losses .
5. If paragraph 4 above is implemented, the Company will block the Client's access to his/her/its trading account and close it.
6. By recording all telephone conversations or messages that are available through any means of communication, face-to-face meetings and other means of communication, the Company is authorized to use them in case of any dispute related to the implementation of the provisions of this Agreement and may be used as evidence.
7. The Company has the right to continuously monitor all clients' transactions related to trading activity for the patterns of market abuse, market manipulation, use of insider information, fraud, criminal activities, or other illegal conduct.
8. The Company reserves the right to not process transactions that, in its reasonable discretion, may result in a violation of anti-money laundering regulations, terrorism financing laws, fair market competition rules, or if proper patterns are revealed as set forth above.

Connections

Internal mail services of the control panel dedicated to clients.

1. Email services.
2. Personal support via Telegram and WhatsApp
3. Post announcements and information on the Company's website.
4. Online chat on the website and all social networks of which the Company is a member.
5. Send personal messages via SMS and any social network.

Violations of the Agreement

All items listed below will be considered a violation of the Agreement if implemented.

1. Frequent breach of any of the client's obligations under this Agreement
2. The action of a third-party regarding bankruptcy initiation or the filing of a criminal and legal claim against the Client, appointing an administrator or another officer or person responsible for liquidating the Client, including the assets in a liquidation pool, or any similar actions with respect to the Client is applied and causes the Client to fail to fulfill his/her/its obligations under the Agreement.
3. Statements or warranties of a client set forth in this Agreement occur false or incomplete.
4. Inability of the client to pay his debt on time.
5. Declaration of bankruptcy of the client.
6. Any other case occurs that raises a reasonable suspicion of the Company about the existence or occurrence of the breach of the client's obligations under the Agreement.
7. Frequent violation of the terms and conditions of this Agreement by the client.

In the event of default by the client, the Company may, at its discretion, whenever necessary, without prior notice, take any of the following actions:

- Withdraw from the client's trading account the indebtedness, other payments owed to the Company according to the Agreement.
- Blocking all or any of the transactions opened by the client and closing at the current market price, and if the transactions are closed, withdrawing expenses caused to the Company.
- Obtain access to the client's trading account without the client's right to objection as long as the Company deems it appropriate.
- Refuse to open a new trading account for the client or its affiliates or intermediaries .

Responsibility of the parties

1. A client is directly responsible for issuing transaction orders and the accuracy of the information in their content. The client assumes total responsibility for all the actions performed by the client in accordance with the present Agreement .
2. A client is personally responsible for the accurateness, correctness and completeness of the information sent and registered to the Company.
3. A client bears a personal responsibility for all the undesirable consequences or possible misuse of his/her/its trading account and for own failure in keeping confidentiality of the access to the personal cabinet, trading account.
4. Responsibility for any loss, damage and expense and non-receipt of profits or lost business opportunities is the sole responsibility of the client
5. The Company does not indemnify any indirect losses and moral damage.
6. In case of violation by the Company of terms hereunder due to circumstances the Company is responsible for which resulted in actual damage to the client, the client has the right to claim indemnification of actual damage.
7. In case of violation by the Client of the terms and conditions under this Agreement, responsibility for which is not provided herein, as well as in case of any damage made by the client to the Company, the Company has the right to write off without further authorization from the client's trading account the amount of money sufficient for indemnification of the damage, and in case of insufficiency of the amount of money on the client's trading accounts for indemnification of the damage made, demand lacking money to be credited by the client to his/her/its trading account for indemnification of the damage.

Special conditions of responsibility of the company and the client

1. The client is obliged to guarantee the Company to avoid any liability, costs, losses and objections that, directly or indirectly, arise from the inability of the client to fulfill its obligations to the Company.
2. The Company will not be liable for any loss, damage or non-receipt of lost profits and business opportunities due to possible severe market fluctuations, trading platform work interruption, which occurs outside of the Company's comfort .
3. A client cannot pass the information and passwords given by the Company to other people, and any possible harm to the client or the disclosure of the client's personal information and passwords to third parties does not impose any obligation on the Company. The data entered or modified by the client in the client's trading account, cabinet is completely correct and the Company disclaims any responsibility for the unauthorized use of the client's registration information or passwords provided by a third party, which occurs outside of the Company's control.
4. The Company will not accept any liability, damage, cost or loss to the customer that is caused by the client's negligence.

Force majeure circumstances

1. In case of non-compliance or inadequate and incomplete fulfillment of the Agreement due to the occurrence of unexpected events, neither the Company, nor the client will be responsible.
2. If strike, public disturbances, terrorist acts, war, natural disasters, accidents, fires, floods, storms, power outages or malfunction of electronic communications and software and the Internet, riots, social disturbances, other events outside of the Company's control impact the Company, the Company declares that it suffers force majeure. The force majeure events itemized above are not limited.
3. The suspension, dissolution, temporary or permanent closure of any of the markets or problems with the partner companies, which services are used by the Company, or legal problem to provide services in the respective country, each of such event is considered force majeure.
4. Laws, regulations, administrative decisions of authorities, agencies, institutions and courts that prohibit or restrict the Company to provide services and may in any way cause and prevent proper implementation of the Agreement, each such event is considered force majeure.
5. In the event of any of the above force majeure cases, the Company has the right to take the following actions at any time at its sole discretion without prior notice and client's consent:
    - Increase or decrease the amount of the initial deposit.
    - Close part or all of the client's transactions at a reasonable and reasonably appropriate market price.
    - Take or refuse to take any action that the Company does not consider appropriate in the current circumstances, based on reasonable grounds .
6. The Party, for which failure to fulfill or default in performance of the terms and conditions of the Agreement was caused by force-majeure circumstances, shall inform the other party about such circumstances within thirty calendar days

from the date of the occurrence thereof. The party that fails to inform the other party of the occurrence of such force - majeure circumstances does not have the right to refer to such circumstances as force-majeure.

Risks

1. The client knows and accepts full knowledge about the degree of risk of the transactions and the existence of high risk in the transactions and the possibility of losing the total funds amount of the client.
2. The client acknowledges that he/she/it knows the risks and all the trading strategy methods before carrying out the operation and making transactions, and accepts all possible consequences arising from the lack of familiarity with certain cases or trading scenarios.
3. The client acknowledges that market prices are subject to constant fluctuations and various influencing factors, which may impose significant risks on the client's funds. The client fully accepts these risks and the possible consequences arising therefrom. The client further agrees that, in such circumstances, the Company, acting at its sole discretion and in order to protect the interests of both the client and the Company may take any reasonable action deemed necessary. The Company shall not be held liable for any loss or damage incurred by the client as a result of such actions.
4. The client has thoroughly evaluated all his/her/its financial capabilities prior to entering into and executing any transactions. The Client acknowledges that all possible consequences arising from such transactions are his/her/its sole responsibility.
5. The Client acknowledges that certain risks may arise from mispricing or electronic execution errors, or software malfunctions. The Client further understands and accepts that the Company is not a developer of any related software and hardware, but merely acts as a service provider. Accordingly, any communication failures, technical defects, or transactions resulting from such malfunctions are beyond the Company's control and responsibility.
6. The client acknowledges that certain risks may arise when using telephone communications to initiate orders or execute transactions, including the inability to access the Company's telephone lines due to network congestion, communication failures, or similar circumstances .

   The client understands that such technical or non-technical issues are not directly attributable to the Company, and therefore, the Company shall not be held liable for any losses or delays resulting from these circumstances.
7. For more risks, please review the Risk Disclosure Statement .
8. The client agrees that the Company may, at its sole discretion, take the following actions to unilaterally mitigate the client's trading risk:

- Increase the margin of the specific instrument
- Change leverage level
- Temporary restrict or suspend the Client's ability to open new positions
- Impose limitations on the total volume of open positions.

Confidentiality

1. All information submitted by a client when opening a trading account and in the course of further interrelations with the Company, as well as information about credentials, provided to the Client for operation, is completely confidential, unless in this Agreement indicates otherwise.

2. The Company will not disclose information of its clients and is obliged to keep it in secret and disclose only to its employees, agents and partners to the extent necessary to establish and maintain business relationships needed for the brokerage services proper level support.

3. The Company has the unconditional right and without the permission of the client to disclose the information of the clients and their transactions with the supervisory and other authorities upon their legal requests.

4. In the event of the client making a request against the Company via publicly available resources, the Company reserves the right to disclose obtained information about the client to fully and objectively review the situation.

Applicable laws, disputes settlement

1. This Agreement is executed and governed by law of the Company's country of incorporation. In case if any question is not governed by this Agreement the parties shall be guided by the applicable legal regulations of Company's country of incorporation.

2. All disputes and controversies that cannot be settled through the negotiations between the parties subject to submission to the court of competent jurisdiction of Company's country of incorporation.

3. That courts of Company's country of incorporation have the right of exclusive jurisdiction concerning disputes occurred with the reference to this Agreement.

Final provisions

1. The Company's official website shall serve as the primary source for any updates, amendments, or modifications to this Agreement or any related documents, policies etc.
2. If for any reason one or more provisions of this Agreement are considered invalid, the validity of the other provisions of the Agreement will remain effective and enforceable.
3. Termination of this Agreement shall not release either the Company or the client from any outstanding obligations owed to each other under its framework. This includes, in particular, cases where open positions, ongoing transactions, existing commitments have not yet been settled or fulfilled. Furthermore, any actions such as deposits to or withdrawals from the Client's trading account shall remain governed by the terms and conditions of this Agreement until all such obligations are fully performed.
4. In the event of termination of the Agreement, all funds to be paid by the client to the Company must be paid immediately:
    - Indebtedness including all debts related to fees, costs, expenses, etc. and all the costs derived from the termination of this Agreement;
    - Any loss or damage related to the closing of any transaction or its transfer that causes any amount due to the Company resulting from the actions of the client.
5. If any of the provisions of the Agreement is revoked for the any reasons, it does not mean that the client and the Company are released from their obligation's performance. All obligations arising from transactions executed by the client shall remain in the sole responsibility of the client. Until all such obligations have been fully performed and settled, neither party shall be deemed to have waived or discharged any of its respective obligations under this Agreement.
6. This Agreement shall remain in full force and effect without interruption. The validity and continuity of this Agreement shall not be affected by any changes in the Company's personnel, the succession or inheritance of rights, or the transfer or assignment of the Company's rights and obligations to any third parties, regardless of the reason.
7. In the event of a merger, consolidation or change in the legal structure of the Company, the validity of this Agreement will remain in force.
8. The Parties agree that English shall be the governing and primary language of this Agreement. The Company may, for the convenience of its clients, provide translations of this Agreement and other related documents published on its website into other languages. However, in the event of any inconsistency or dispute concerning the interpretation of any provision, the English version of the Agreement or related documents shall prevail.

Money laundering

1. The client's activities and obligations shall be subject to all applicable anti-money laundering (AML) and counter-terrorist financing (CTF) laws and regulations of the jurisdictions relevant to the Company and its business partners.
2. If the Company or any competent and duly authorized authority determines that the client's transactions or actions are related to illegal use, unlawful gain, or constitute a form of money laundering or terrorist financing, the Company shall have the right to immediately and unilaterally terminate this Agreement without prior notice. In such a case, the Company may suspend or restrict the client's access to all trading instruments, using the Company's brokerage services.
3. In such case, the Company reserves the right to withhold or seize any funds under its control belonging to the client. The client shall be liable for any legal, reputational, or financial losses incurred by the Company as a result of such unlawful actions, as determined and calculated by the Company.

Terms and definitions

"**Client**": Natural or legal person who accepts the Agreement between the company and him/her/it to use the brokerage services.

"**Trading account**": Any trading account that is opened by a client in the Company and which the client can use to carry out all kinds of transactions with instruments, financial instruments, cryptocurrency etc. by using the Company's brokerage services.

“**Trading platform**”: MT5 software provided by the Company, whose task is to collect information on financial and cryptocurrency . markets by professional methods for online trading, as well as trading, deletion, entry and exit, correction, dissemination and announcement of the messages of the Company to the client will be used.