

TRADING RULES AND REGULATIONS

ARDU PRIME's Trading Rules and Regulations combined with the ARDU PRIME Risk Disclosure Statement and all other account documents, annexes and amendments thereto outline procedures and policies regarding trading and setting up an account with ARDU PRIME and form an integral part of the Customer Agreement. All Customers are required to read, understand and adhere to these rules and regulations. ARDU PRIME reserves the right to change any rules or regulations at its sole discretion and at any time and any such changes automatically become part of the terms and conditions of the Trading Rules and Regulations with which all Customers must comply. Customers may or may not receive notice of such changes but such changes will be posted on ARDU PRIME's website. By opening an account with ARDU PRIME, the Customer agrees to adhere to ARDU PRIME's Trading Rules and Regulations as amended from time to time.

1. TRADING

(a) Authorization to Trade for Customer's Account

Subject to the terms of the Customer Agreement, which includes the Risk Disclosure Statement and ARDU PRIME's Trading Rules and Regulations, the Customer Account Application and any applicable Addenda thereto, the Customer authorizes ARDU PRIME to enter, purchase, sell, and clear OTC Foreign Exchange and/or CFDs on a Spot Settlement basis for the Customer's Account in accordance with Customer's electronic, written or oral instructions received through Internet Trading Platforms made available to Customer by ARDU PRIME or via telephone directly to the ARDU PRIME trade execution desk, or via any other communicative means available that has been approved by ARDU PRIME for Customer's use. Customer agrees to be responsible for any transaction instruction received by ARDU PRIME either electronically via an ARDU PRIME approved Internet Trading Platform or orally via the telephone or via any other communicative means available that has been approved by ARDU PRIME for Customer's use. Before executing a transaction, ARDU PRIME will require the Customer at least to provide User Name and Password authorization electronically via a login procedure or if contacted via the telephone, orally via an identification procedure. Correct information will authenticate the Customer and allow the Customer to conduct transactions in the authorized ARDU PRIME Account for that authentication. If Customer's Account is a joint account, ARDU PRIME is authorized to act on the instructions of any one owner without further inquiry, with regard to trading in the Account and/or the disposition of any and all assets in the Account. ARDU PRIME shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by ARDU PRIME or any of its employees, officers or agents in reliance on any such instructions or on the apparent authority of any such authorized person(s). Customer acknowledges that the live login and password are sent to Customer via mail and if at own discretion Customer may decide to share the credentials with a third party ARDU PRIME is not liable for any transactions.

(b) Pricing Information

ARDU PRIME will make available, by posting on the ARDU PRIME Internet Trading Platform or such other platform as ARDU PRIME shall make available, by telephoning the ARDU PRIME dealing execution desk, or by any other communicative means available to ARDU PRIME and its Customers, Bid and Ask Prices at which ARDU PRIME is prepared to enter Foreign Currency Contracts and CFDs with authorized Customers. Each Bid or Ask Price shall be for a Spot Contract with a specified Value Date and for a specific Foreign Currency pair or CFDs as the case may be. ARDU PRIME makes no warranty expressed or implied that Bid and Ask Prices shown represent prevailing bid and ask prices in the interbank market. In addition, although ARDU PRIME reasonably expects to make available continuous prices during business hours, because of a number of factors including but not limited to technology failures, communication system delays, lack of interbank liquidity or high market volatility, ARDU PRIME makes no warranties that dealing prices and liquidity will be available continuously to Customers either electronically or via the telephone or by means of any other communication device.

(c) Execution of Orders

All Contracts made and entered into between Customer and ARDU PRIME hereunder will be entered into by ARDU PRIME as Principal. ARDU PRIME will reasonably attempt to execute all Orders that it may, in its sole discretion, accept from Customer for the purchase or sale of Contracts in accordance with the Customer's electronic, written or typed, or oral instructions. However, ARDU PRIME shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the reasonable direct control of ARDU PRIME, including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of Orders and/or information due to a breakdown or fault in or failure of any transmission or communication facilities. Customer acknowledges, understands and agrees that all Market Orders and non-Market Orders such as Limit Orders, Stop-Loss Orders, One Cancels the Other Orders, or any other non-Market Order transmitted and accepted by an ARDU PRIME representative, are accepted by ARDU PRIME and undertaken on a "Best Efforts Basis" in accordance with the relevant provisions of the Trading Rules and Regulations, as amended from time to time. The Customer acknowledges, however, that due to market conditions or other circumstances, ARDU PRIME may be unable to execute the Order at the Market or specified level and the Customer agrees that ARDU PRIME will bear no liability for failure to execute such orders. This includes but is not limited to all Orders (excluding market orders) that are entered over a weekend or holiday period when ARDU PRIME is closed for business. In such circumstances, orders will be executed on a "Best-Efforts Basis" once the market is reopened on the next ARDU PRIME business day. Customer acknowledges that execution may not be immediate or at the price dictated by the opening level due to imbalances in Orders, market conditions, market liquidity, price gaps or other circumstances. ARDU PRIME shall have no responsibility for delays in the transmission of Orders due to disruption, market conditions, failure or malfunction

of communications facilities and shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, to any person or entity as a result of its negligence.

(d) Positions and Orders Limitations

ARDU PRIME reserves the sole discretionary right to limit the number of Open Positions which Customer may enter, acquire or maintain with ARDU PRIME; to refuse acceptance of any Order entered by Customer or to alter its dealing relationship with the Customer to include or exclude use of any electronic trading network or other trade execution method in any manner and to any extent.

(e) Netting

It is ARDU PRIME's policy to immediately net all currency purchases and sales, including open Buy positions as well as open Sell positions at the execution venue. Any resulting single net position for the currency pair, if not liquidated by the end of the particular ARDU PRIME business day, is rolled forward to the next Spot Date, but may or may not affect the clients' position depending on the trading platform the client is using (see section 6).

(f) Offset Instructions

ARDU PRIME in its sole and absolute discretion may accept or reject orders to offset current Spot currency positions of Customer. ARDU PRIME reserves the right to refuse to accept any order or to guarantee a market in which to offset. Offset arrangements on Spot currency positions arriving at settlement date must be negotiated and accepted by ARDU PRIME at least one (1) ARDU PRIME business day prior to the settlement date or rollover.

(g) Credit

The Customer authorizes ARDU PRIME or agents acting on behalf of ARDU PRIME to investigate Customer's credit standing and in connection therewith to contact such banks, financial institutions and credit agencies as ARDU PRIME shall deem appropriate to verify and obtain information regarding the Customer. The Customer further authorizes ARDU PRIME to investigate Customer's current and past investment activity, and in connection therewith, to contact such futures commission merchants, exchanges, broker/dealers, investment service providers, banks and compliance data centres as ARDU PRIME shall deem appropriate. Upon a request made in writing by Customer to ARDU PRIME, Customer shall be allowed to review any records maintained by ARDU PRIME relating to the Customer's credit standing and/or investment activity. Customer shall also be allowed, at Customer's sole cost and expense, to copy such records.

(h) Cross Trade Consent

The undersigned hereby acknowledges and agrees that a situation may arise whereby an officer, affiliate, associate, employee, bank, bank employee or dealer associated with ARDU PRIME may be the opposing principal broker for a trade entered for the undersigned's account. The undersigned hereby consents to any such transaction, subject to the limitations and conditions, if any, contained in the Rules and Regulations of any bank, institution, exchange or board of trade upon which such or by which such orders are executed, and subject to the limitations and conditions, if any, contained in other applicable Regulations.

(i) Foreign Exchange

All Customer accounts will have margin requirements established by the ARDU PRIME dealing desk. The automated ARDU PRIME trading system will distribute profits and losses accordingly to all Customer accounts. ARDU PRIME may establish rules and provisions for Customer accounts, including but not limited to minimum account size, investment time period, commissions and incentive fees, or any other financial arrangements. It is the Customer's responsibility to find out all necessary information about ARDU PRIME and ensure that all arrangements are discussed and clearly understood prior to any trading activity. It is the Customer's responsibility to find out all necessary information about a trading agent or representative or attorney prior to any trading activity, if the account is to be traded by someone other than the Customer. All Customers should be aware that ARDU PRIME can in no circumstances whatsoever guarantee any return to the Customer or any person acting on the Customer's behalf or to any Introducing Broker, advisor or other third party having a business relationship with ARDU PRIME.

(j) Authorization to Transfer Funds

Customer agrees hereby that ARDU PRIME may at any time, in the sole judgment of ARDU PRIME, apply and transfer from Customer's account to any of Customer's other accounts held with ARDU PRIME any of the moneys, currencies or other property of Customer held either individually or jointly with others.

(k) Choice of execution venues

Customer acknowledges that it's in ARDU PRIME's sole discretion to select and cooperate with any Counterparties in order to execute customers' orders. The Customer agrees and acknowledges that ARDU PRIME shall not be liable to the Customer for any claims, losses, damages, costs or expenses, including attorneys' fees caused directly or indirectly by Counterparties' actions or omissions, without limitation.

2. MARGIN REQUIREMENTS

Customer shall provide to and maintain with ARDU PRIME Margin in such amounts and in such forms, and within such limits as ARDU PRIME, in its sole discretion, may from time to time require. Margin requirements, including Initial (Opening) Margin

and Maintenance Margin requirements, are at ARDU PRIME's discretion. ARDU PRIME may change Margin requirements at any time. Customer agrees to maintain sufficient margin in Customer's account without notice from ARDU PRIME. Provided, however, and notwithstanding any demand for additional Margin, ARDU PRIME may at any time proceed to liquidate Customer's Account in accordance with Section 6 below. Any failure by ARDU PRIME to enforce its rights hereunder shall not be deemed a waiver or future waiver of such rights by ARDU PRIME, and the Customer shall impute no liability to ARDU PRIME whatsoever for losses resulting from such failure. No previous Margin requirement by ARDU PRIME shall preclude ARDU PRIME from increasing or decreasing that requirement without prior notice to the Customer. ARDU PRIME may call for additional Margin ("Margin Call") at any time Customer's Margin Balance falls below the ARDU PRIME Maintenance Margin Level as applied to that Account and at any time ARDU PRIME, in its sole discretion, believes that it is prudent to do so. ARDU PRIME may at any time liquidate Customer's Account in accordance with Section 3 below. Any Customer funds that represent Excess Margin Deposits shall be maintained in an escrow account at a top-tier financial institution selected by ARDU PRIME in its sole discretion. ARDU PRIME reserves the right to withdraw or transfer funds from the Customer's account without notice to ensure that posted Marked-to-Market Margin (defined as Margin plus or minus marked-to-market P/L) equals or exceeds Required Margin on Opened Positions and/or to satisfy any payment obligation to ARDU PRIME, including fees and charges in respect of Customer's Account. In the event that Customer directs ARDU PRIME to sell any Margin, Collateral, Contract or other property and ARDU PRIME is unable to deliver such Margin, Collateral, Contract or other property to a purchaser because Customer fails to deliver it to ARDU PRIME, ARDU PRIME may borrow or purchase any Margin, Collateral, Contract or property necessary to make such delivery, and Customer hereby agrees to guarantee and hold ARDU PRIME harmless against any liability, claim, loss, damage, cost or expense, including attorneys' fees that ARDU PRIME may sustain.

3. ACCOUNT BALANCE PROTECTION

FX Contracts and CFDs, which are leveraged products, incur a high level of risk and can result in the loss of all of the client's invested capital and in unique cases of extreme market volatility the loss of more than the invested capital. However, it should be noted that ARDU PRIME operates on a "account balance protection" basis which means that the client under market normality is highly unlikely to lose more than his/ her overall invested capital (deposit), as long as ARDU PRIME determines at its sole discretion and in good faith, that the occurrence of such negative balance is not due to any malicious or abusive behaviour of the Customer and has not been intentionally caused by the Customer. Only in cases of extreme market volatility such protection may not apply; e.g. when during a weekend a serious event affecting the market may occur, such an event will tremendously affect the opening price of most instruments.

4. SECURITY CUSTOMER AGREEMENT

In order to secure any indebtedness or other obligations at any time owing from Customer to ARDU PRIME, including, without limitation, (a) indebtedness or other obligations under any Account, Contract or other transaction with ARDU PRIME; or (b) any indebtedness or other obligations resulting from any guarantee by Customer of any Account, Contract or other transaction with ARDU PRIME, Customer hereby assigns, pledges and grants to ARDU PRIME a security interest in, right of retention and right of setoff against: (i) all of Customer's Accounts with ARDU PRIME; (ii) all Contracts, cash and other property in Customer's Account at ARDU PRIME or delivered or otherwise provided by Customer to secure its indebtedness or other obligations to ARDU PRIME or in ARDU PRIME's possession or control for any purpose (including safekeeping); and (iii) all products and proceeds of the foregoing (collectively, (i), (ii) and (iii) are referred to as "Collateral"). In the event of Customer indebtedness to ARDU PRIME for reasons including but not limited to (a) and (b) outlined above, ARDU PRIME shall have the right to sell, pledge, grant as security, retain, assign, invest, commingle and otherwise use any Collateral it holds (including, but not limited to, using the Contracts as collateral for a loan to ARDU PRIME) free from any claim or right of any nature whatsoever of the Customer, including any equity or right of redemption by the Customer and to register any Collateral in the name of ARDU PRIME, its custodian or a nominee for either. Any failure by ARDU PRIME to enforce its rights hereunder shall not be deemed a waiver or future waiver of such rights by ARDU PRIME. ARDU PRIME is irrevocably appointed as attorney-in-fact for Customer and is authorized, without notice to Customer, to execute and deliver any documents, give any notice and to take any actions on behalf of Customer, including the execution, delivery and filing of financing statements, that ARDU PRIME deems necessary or desirable to evidence or to protect ARDU PRIME's interest with respect to any Collateral. In the event that the Collateral deemed acceptable to ARDU PRIME ("Eligible Collateral") is at any time insufficient to satisfy Customer's indebtedness or other obligations to ARDU PRIME, including obligations to provide Margin in accordance with the Trading Rules and Regulations and Paragraph 10 hereof, Customer shall promptly pay upon demand the entire amount of such deficit in accordance with the Trading Rules and Regulations and Paragraph 11 hereof.

5. CAPACITY

Any and all Contracts and transactions made and entered into by ARDU PRIME hereunder as a result of Customer directing ARDU PRIME to enter into such Contracts and transactions, are made and entered into by ARDU PRIME as intermediary. ARDU PRIME shall act as intermediary in any and all Contracts and transactions with the Customer and not as broker, Principal, agent, and advisor or in any fiduciary capacity. The Customer understands and recognizes that any and all transactions and Contracts entered as a result of Customer directing ARDU PRIME to enter into such transactions and Contracts may be entered by ARDU PRIME, as intermediary, with "Counter Party" at the sole discretion and option of ARDU PRIME. Customer represents, agrees and authorizes ARDU PRIME to act as intermediary in

entering, delivering, selling, purchasing and clearing with any Counter Party(s) any and all Customer's Contracts. Customer shall guarantee and hold ARDU PRIME harmless against any loss it may sustain thereby. ARDU PRIME may, at its sole discretion and option, act as intermediary in purchasing, selling, delivering and clearing any Contracts, including all Customer's Contracts, with the Counterparty(s).

6. ROLLOVERS

Depending on the trading platform the client is using, in the absence of an offsetting or closing liquidation trade executed prior to the close of business, ARDU PRIME is authorized to rollover all or any portion of the Foreign Currency and CFDs in Customer's Account at ARDU PRIME's absolute and sole discretion and at Customer's risk to the next settlement spot date. Rollovers will be executed at rates determined by ARDU PRIME and at ARDU PRIME's absolute and sole discretion. Rollover debits or credits will be reflected in the Customer's Account at a time after the normal close of the business day for ARDU PRIME. ARDU PRIME reserves the right to change at its absolute and sole discretion, any rollover debits or credits at any time if ARDU PRIME, at its absolute and sole discretion, deems that the amount debited or credited was in error.

7. LIQUIDATION OF ACCOUNTS AND DEFICIT BALANCES

In the event of (a) the death or declaration of incompetence of Customer; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) the filing of an attachment against any of Customer's Accounts carried by ARDU PRIME; (d) insufficient Margin, or ARDU PRIME's determination that any Collateral deposited to protect one or more Accounts of Customer is inadequate, regardless of current market quotations, to secure the Account; (e) Customer's failure to provide ARDU PRIME with any information requested pursuant to this Customer Agreement; or (f) any other circumstances or developments that ARDU PRIME deems appropriate for its protection; in ARDU PRIME's sole discretion it may take one or more or any portion of, the following actions: (1) satisfy any obligation Customer may have to ARDU PRIME, either directly or by way of guaranty of surety, out of any of Customer's funds or property in its custody or control; (2) sell or purchase any or all Foreign Currency Contracts and/or CFDs or other property held or carried for Customer, and (3) cancel any or all outstanding Orders or Contracts, or any other commitments made on behalf of Customer. Any of the above actions may be taken without demand for Margin or additional Margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal representatives, heirs, executors, administrators, trustees, legatees, or assigns, and regardless of whether the ownership interest shall be solely that of the Customer or be held jointly with others. Customer shall at all times be liable for the payment of any deficit balance in Customer's Account upon demand by ARDU PRIME and, in all cases, Customer shall be liable for any deficiency remaining in Customer's Account in the event of the liquidation thereof in whole or in part by ARDU PRIME or by Customer. In the event that the proceeds realized pursuant to liquidation are insufficient for the payment of

all liabilities of Customer due to ARDU PRIME, Customer shall promptly pay upon demand the entire amount of any such deficit, together with all other deficits and all unpaid liabilities of Customer. Included are all costs of enforcement and collection, such as, but not limited to, actual attorneys' fees, disbursements, travel and other expenses, interest on any such deficit and liabilities at an annual rate equal to the maximum permissible annual interest rate allowed by the Bank of Greece (L. 2842/2000, ar. 3, par. 2) and any other cost incurred by ARDU PRIME. In the event ARDU PRIME incurs expenses other than those for collection of deficits with respect to Customer's Account, Customer agrees to pay all such expenses in full. In extreme market events, Company reserves the right to cap profits in customer accounts up to 20% from current balance prior to the event.

8. CHARGES

ARDU PRIME acts as an intermediary and may either charge Commissions, Brokerage or other Fees or retain the portion of the difference between the purchase and sale price it pays on or receives from your transactions. The fee structure applicable at the moment of the conclusion of this Agreement, in accordance with ARDU PRIME's pricing policy, is posted on ARDU PRIME's website. Although ARDU PRIME reserves the right to change its fee structure at any time at its sole discretion, ARDU PRIME will initially only charge for incidental banking related fees such as wire transfers for deposits/withdrawals fees. ARDU PRIME will also charge Customer for the purchase of optional, value added services offered by ARDU PRIME. In case of change of the applicable fee structure, such change will be notified and applied in accordance with section 20 of this Agreement.

9. TRADING HOURS

ARDU PRIME normal trading week begins at (12:00 a.m. Greece / 5:00 p.m. EST) on Monday and ends at (12:00 a.m. Greece / 4:00 p.m. EST) on Saturday (times are subject to change).

ARDU PRIME will announce and display on a best efforts basis a holiday schedule on the "www.arduprime.com" website when dealing will not take place or notify the client via email.

ARDU PRIME reserves the right at its sole discretion to conduct special technical maintenance, during which time, trading electronically may not be available. The client will be notified via website announcement or via email.

Currently available trading instruments are shown below in Appendix I. Please note that trading conditions for Professional Clients or Elective Professionals are reviewed on client basis and may be tailored to each client's unique needs. In such cases, the unique trading conditions will differ from those available in the website and will not be disclosed.

10. TRADE DISPUTES

In the event of a trade dispute, it is the responsibility of the customer to contact an ARDU PRIME representative in a timely manner via e-mail (clients@arduprime.com) or the telephone at (+30)2103800820. The Customer should specify the deal ID or deal number, the specific dispute with the trade and any other information relating to the deal in question. Upon knowledge of the details of the dispute, an ARDU PRIME representative will analyze the deal and price logs and respond directly to the client. Because of the nature of the Foreign Exchange market, ARDU PRIME cannot settle disputes that are not brought to the attention of ARDU PRIME representatives in a timely manner. In addition, disputes submitted after additional deals have been done in the Account, may subject the Customer to waiving his right to partial or full restitution.

11. SYSTEM MANIPULATION

It is expressly prohibited to directly or indirectly use any device, software or other artifice to manipulate or attempt to manipulate the functioning of any electronic system, data feed, software, connection speed or other interface, device or software of any type or kind made available to you by ARDU PRIME in connection with trading on any trading platform made available by ARDU PRIME. Such prohibition extends to, but is not limited to, any means of “toxic flow” efforts to buy at the bid, sell at the offer, or otherwise trade on off market prices by taking any action, directly or indirectly, that interferes with, jeopardizes, compromises, slows down, accelerates, impedes or interrupts the normal operation of any ARDU PRIME operational and/or dealing activity, system, platform or pricing function. Should ARDU PRIME determine, in its sole judgment, that a prohibited activity has taken place, ARDU PRIME reserves the right to close the account, report the activity and withhold gains created as a result of the prohibited activity.

APPENDIX I

FEES AND TRADING CONDITIONS - PRICE LIST FOR Forex, Metals, Energies & Indices

Base package - Trading Conditions A.E.Π.E.Υ.

- Maximum Leverage Limits:
 - a) 30:1 for major currency pairs;
 - b) 20:1 for non-major currency pairs, gold and major indices;
 - c) 10:1 for commodities other than gold and non-major equity indices;
 - d) 5:1 for individual equities and other reference values;
 - e) 2:1 for cryptocurrencies;

- Minimum Margin requirements:
 - a) 3,33% for major currency pairs;
 - b) 5% for non-major currency pairs, gold and major indices;
 - c) 10% for commodities other than gold and non-major equity indices;
 - d) 20% for individual equities and other reference values;
 - e) 50% for cryptocurrencies;

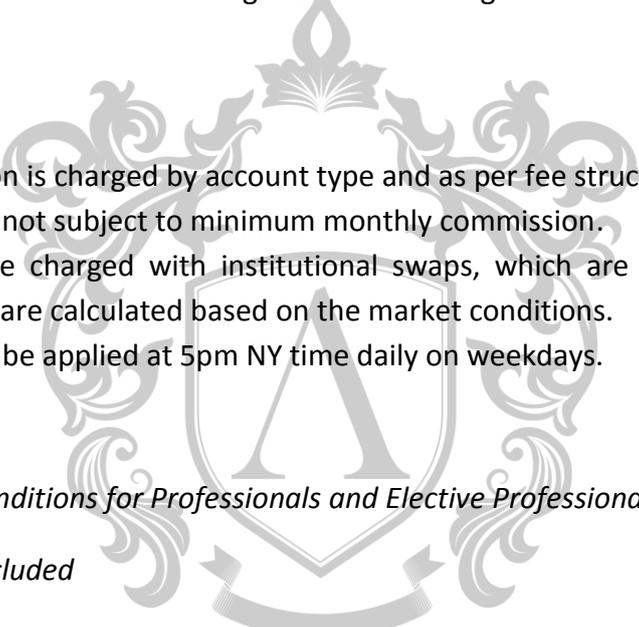
- MT4 Margin call — 100% of Margin Level Percentage
- MT4 Stop-out — 70% of Margin Level Percentage

Fees

- Commission is charged by account type and as per fee structure.
- Account is not subject to minimum monthly commission.
- You will be charged with institutional swaps, which are released daily by ARDU and are calculated based on the market conditions.
- Swaps will be applied at 5pm NY time daily on weekdays.

Note¹: Trading Conditions for Professionals and Elective Professionals may differ.

Note²: VAT not included



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