



# LHCRYPTO

## CROSS MARKET PLATFORM

### AGREEMENT

**Date:**

LH-CRYPTO service (registration, bank and contact data are published on the official Project's web site [www.lh-crypto.com](http://www.lh-crypto.com) and also in invoices and other documentation accompanying this agreement) hereinafter – **Project** and

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Client's Name or the organization's name)

(hereinafter - **Client**) have entered into this Agreement on provision of **information trading services** to the Client by the Project under conditions specified hereinafter and unambiguously interpreted within the framework of this Agreement.

This Agreement sets out conditions, terms and procedures upon which the Project will provide the services to the Customer in respect of carrying out **conversion-arbitral operations without direct basic asset** supply of the contracts for difference (CFD contracts) on stocks, currency including CFD contracts for cryptocurrency and other assets.

The current agreement is a **Contract of Adhesion**. The Contract is also placed at the Project's website [www.lh-crypto.com](http://www.lh-crypto.com) under conditions of a **public offer**.

The Client accepts all contract conditions by signing the Contract. From the side of the Project, the fact of recognition of the Client as a contracting partner is an acceptance of the funds and the activation of his account in Metatrader 5 trading system.

The current agreement submits to the legislation of the Project's registration country, it is made up in two languages – Russian and English. In case of disagreements the English version takes the highest priority.

### 1. Terms and Definitions.

Financial instrument - CFD contracts;

CFD contract – a **contract based on fluctuations of prices** on certain stocks, securities, indexes, currencies including cryptocurrencies, futures, options, commodity contracts and other financial assets;

Currency – officially recognized internal monetary unit of a country;

Crypto currency is the type of digital currency; creation and control of this currency is based on cryptographic technique

Spot – a type of transaction with financial instruments, concluded at the current market price subject to settlement on the second banking day after conclusion of the transaction;

Account – a trading (guarantee-deposit) account for transactions with financial instruments, which is opened and maintained by LH-CRYPTO project for the Client under this Agreement;

Lot – minimum volume of a financial instrument, which can be bought or sold according to the Client's instructions;

Quotation – cost on one financial instrument, expressed in units of another instrument at a certain moment;

Client's Signature \_\_\_\_\_



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Instruction/Order – an instruction (order), given by the Client for purchase or sale of any financial instrument;
Transaction – instruction of the Client <b>ACCEPTED</b> for execution or already executed;
Purchase/Sale – means conversion of available funds of the Client at the current price of the financial instrument. Purchase or sale of a financial instrument <b>always ends up with conclusion of the opposite transaction</b> and may not be regarded as a transaction with direct delivery of the financial asset;
Floating profit/loss – profit or loss, incurred at opening of a position due to change of a financial instrument cost and charging or deduction of commission fees, bank interests and other charges and deductions according to applicable trading conditions of the Project;
Margin means the minimum volume of monetary assets at the Client's account, making possible conclusion of a transaction with traded financial instruments;
Available assets – assets at the Client's account, when there are no open positions and any indebtedness of the Client to the Project
Exterior principal – a brokerage house, bank, hedge fund or any other third party, whose services the Project can use to obtain price of a financial instrument and to execute an instruction (order) of the Client;
Access codes – <b>a unique password and login</b> , assigned to the Client during registration, providing access of the Client to his trading account and carrying out trading transactions with special software via the Internet;
Access code attributes – a login and password of the Client, by using of which the Project can unambiguously interpret instructions, received with the use of this login and password, as instructions outgoing directly from the Client, and accepts them for execution;
Trading platform – special software Metatrader 5, by using of which the Client can give instructions to the Project via the Internet.
Terms of Business that govern all actions regarding transactions execution, specific balance procedures as well as specifications of traded contracts are allocated on the official public web-site of the Project at the following address <a href="http://www.lh-crypto.com">www.lh-crypto.com</a> , The above information is also available through the information software Metatrader 5 as is.
<b>2. Subject of Agreement.</b>
By request of the Client, the Project shall provide him with the following services:
2.1 The Project opens and maintains a trading account for the Client.
<b>Opening of an account is understood as:</b>
- consent of the Project to receive the Client's funds in cryptocurrency to its settlement account as the margin funds for operations with CFD contracts for financial instruments at the expense and on behalf of the Client;
- assignment of unique access codes to the Client, which unambiguously separate funds of the Client from other funds of the Project;
<b>Maintenance of an account is understood as:</b>
- Placing to and withdrawal from the account of available funds of the Client to and from the Project's account according to his instructions and applicable rules



of the Project;
<p>- Write-off and charge of applicable commission fees, bank interests and other charges and writing off from or to the Client's account shall be carried out according to applicable trading conditions of the Project.</p> <p>The Project will display all current commissions, charges and other costs <b>on its website <a href="http://www.lh-crypto.com">www.lh-crypto.com</a></b>.</p> <p>The Project may vary commissions, charges and other costs from time to time without prior written notice to the Customer ;</p>
<p>- Any intermediary activity of the Project in execution of trading instructions of the Client for purchase or sale of financial assets, when feasible;</p>
<p>- Clearing, accounting, fixation and execution of the Client's instructions through any outside Principal and/or at the expense of the Project;</p>
<p>2.2 The Project shall provide the Client with software required for trading transactions, as well as for analysis of the market situation via the Internet.</p>
<p>2.3 The Project shall provide the Client with access codes <b>and guarantee security and confidentiality of the access codes</b>.</p>
<p>2.4 The Project provides information service for obtaining current market prices on traded financial instruments.</p>
<p>2.5 The Project provides the Client with already filtered price flow however current market prices at the trading terminal at any time may differ from the prices coming from other sources within the limits of 0,25% for the fiat instruments and 2,5 % for the crypto instruments of the basis from the "standard source". <b>Independent Informational Agency Esignal (<a href="http://www.esignal.com">www.esignal.com</a>) is considered to be a standard source for the fiat instruments and BitFinex (<a href="https://www.bitfinex.com/">https://www.bitfinex.com/</a>) is the "standard source" for the cryptocurrencies</b> If PRO service is used the pricing depends only on Project's liquidity provider</p>
<p>2.6 The Project translates prices (quotations) to the Client, according to which it can execute the Client's instructions. All clients' orders are executed on the in the "Market Execution" mode. The above means the strict Project's' liability to execute the order according to the Market price and excludes requotes. The certain delay might occur in between the order placement and execution itself. The execution is closed according to one price valid within this time interval.</p>
<p>2.7 The Project provides the Client with services for performing conversion-arbitral operations under margin trading terms. At that every Client's order for buying or selling a financial instrument doesn't mean that the Project performs the same operation at the equivalent volume at some market. The result (profit or expense) may develops at the Project on the principal of netting i.e. by reckoning mutual orders and liabilities for all transactions of the Clients. Uncompensated position of the Project may be transferred to exterior principal when needed.</p>
<p>2.8 The Project shall provide the Client with an access to his trading history for any period. <b>Access to the trading history is carried out via the trading platform by the Client himself</b> using access codes.</p>
<p>2.9 The Project shall serve the Client exclusively via the Internet; other communication facilities may be used only in emergency situations if the Project considers necessary.</p>



2.10 The Project, as well as employees of the Project or its representative offices or branches shall not provide the Client with any recommendations regarding legality, taxation or accounting, as well as recommendations regarding propriety or profitability of any transaction.

2.11 The Project shall carry out all trading operations of the Client on an **execution-only basis without providing neither asset management** nor giving any recommendations.

2.12 The Project **gives no profit guarantees to the Client** and it also warns the Client about some risk in section 4 of the current contract.

### 3. Rights and Responsibilities of the Parties.

3.1 The Client shall have the right for receiving the service described above in full. According to the AML policy the Project may call on Client to use the trading account as intended id est execution of three standard lots after every non trading operation and in case the withdrawal of fund without execution of trading operations.

3.2 The Client shall have the right to demand from the Project to transfer all or a part of available funds, by sending to the Project a corresponding instruction for funds withdrawal according to procedures, adopted in the Project. Withdrawal of fund is available in automatic and manual modes. For the automatic mode daily limits are applicable

The required formalities are described on the official web site <https://lh-crypto.com>, in the personal area, in the section services and in FAQ as well.

3.3 The Client shall have the right for **unlimited number of changes of password** assigned to him during registration in order to maintain the desired confidentiality level.

3.4 The Client shall have the right to authorize any other person to manage funds on his account without notifying the Project about it. The Client shall understand that he is doing it at his own risk. The Project considers any instructions received with the access code attributes assigned to a certain Client as instruction received directly from the Client, and **shall not be responsible for transfer of the right to manage the account** to a third party by the Client.

3.5 The Client **may not** independently modify software components (change binary code) of the Client side of the trading platform, to scan ports of the server side of the trading platform, as well as make any malevolent action in order to create overload, failure or incorrect performance of the trading platform. In case of detected improper behavior of the Client, the Project shall have the right to refuse to provide the service to the Client up to blocking his account and forced closing of all open positions of the Client.

3.6 The Client shall provide **accurate information** on himself during registration of the account and conclusion of the Agreement.

3.7 Should any dispute arise in the process of trading, the Client shall immediately notify the Project about it in written form, having closed all opened positions beforehand. The complaint should be lodged with two working days from the date of accrual of cause of complaint.

3.8 The Project shall **deposit** the Client's funds to his trading account upon receipt (having recognized all necessary documents) or to **send the funds back** to the Client within five bank days.



3.9 The Project shall have the right to **close all or a part of open positions** (contracts) if the amount of floating losses exceeds 50% of the initial margin, requested by the Project for security of all opened positions.

3.9.1. The Amount of marginal security depends on the current leverage level. Leverage changes depending on the present size of the account, service type and time. Leverage level is updated on the daily basis and might be lowered. Reduced leverage is fixed during week-end. Leverage level change algorithm is published of the Project's web site.

3.9.2. On the terms and subject to the conditions set forth herein it is prohibited to use trading strategies targeted on generation of profit by creating the situation when one of the client's (group of clients) account gets into the negative balance zone. The above is also applicable when these accounts are registered under different names, but united by the same trading strategy. When finding above strategies the Project reserves the right to apply point 3.10 of the current agreement.

3.9.3 The Project reserves the right to revise transactions' results in case of server software fault detection which caused the quotation delays, non market value of the asset or any other negative consequences for company that were not covered with external counter party.

3.10 The Project shall have the right to refuse to provide its services to the Client, if the Client fails to execute his responsibility or the Project's rules. In this case The Project entitled to claim the compensation of proved costs and losses, either the Project may deny the Client in its services without giving a reason, this will led to the forfeiture of a right on compensation.

3.11 The Project has a right to request from the client the requisites employed for the money entry with the purpose of transferring the total amount of available assets of part of those, as well as the documents confirming the source of money verification and/or initiate the procedure of complete identification.

3.12 The Project has the right to hold up the Client's services, to block the account **for 10 working days** and to perform the expert examination of the Client's transactions to inspect the possibilities of their execution and/or to reveal possible technical errors or current agreement terms break made by the Client. This procedure may be optionally initiated in the following cases:

- in case of carrying out a transaction within 24 hours for more than 10 standard lots for every thousand of clients' equity at position holding average durability about several minutes (less than 5 minutes);

- in case of carrying out a transaction within 24 hours for more than 25 standard lots plus 0,5 of a standard lot for every thousand of free assets of the Client;

- in case of suspicion of breaking the points 3.5, 3.6 or 3.10 of the current agreement;

- in case of emerging of conditions described in point 4.4 of the current agreement;

3.13 In accordance with the results of expert examination, the Project may withhold the service for the Client and/or annul or correct all or a part of the trading operations with the execution period within 5 bank days (bank week) before the block day.

#### **4. Risk Disclosure Provision.**

**The Client is notified, completely understands and agrees that risk in case of financial instruments trading may be high.** Prior to beginning of trading activities, the Client shall take into account the following:

4.1 The Client **can lose some or all funds**, deposited on the Project's account for an indefinite period. In order to control possible losses, the Client can use **stop-loss instructions** regarding liquidation of loss making positions when the market has reached a specified price.



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4.2 Placement of preventive orders such as orders for liquidation of loss making positions will not necessarily limit losses of the Client to a supposed amount if market conditions are unfavorable for this (for example, price spread after the end of the trading session, world defaults, etc.).

4.3 The Client shall realize that in case of active price movement **it is not always possible to execute the Client's instruction regarding the desired price.** This is especially critical during world crises, terrorist acts, defaults and other events with a potential strong effect on the market.

4.4 The Client shall realize that trading financial instruments via the Internet is a hi-tech service, and the Project shall not be responsible for any failures due to energy tripping, faults of communication lines, equipment of providers, shutdown of quotation feeders and other failures associated with possible technological risks.

4.5 The Client shall also acknowledge and agree that this **Risk Disclosure Provision' cannot fully disclose all risks associated with trading of financial instruments.** In this regard, the Client shall as thoroughly as possible study trading of financial instruments prior to start of trading activity.



<b>5. Project.</b>
5.1 Project Business Name:  LH-CRYPTO
5.2 E-mail: info@lh-crypto.com
5.3 Web site: lh-crypto.com
5.4 Project's technical support.  LARSON AND HOLZ IT LTD

The Client's signature and also the funds transfer to the Project's settlement account and acceptance of these funds means that both sides have agreed to conditions of the current contract.
Documents that confirm the actual status of the Client are: the current agreement and the Client's trading account Metatrader electronic statement.

*CONTRACT OF ADHESION  
VALID WITHOUT SIGNATURE*



<b>6. Client</b>
6.1 Client's Name or the organization's name:  _____  _____  _____
6.2 Client's Passport data or registration data of the organization:  _____  _____
6.3 Client's Mail address:  _____  _____
6.4 Client's phone number:  _____
6.5 Client's Login: _____
6.6 Client's signature  _____