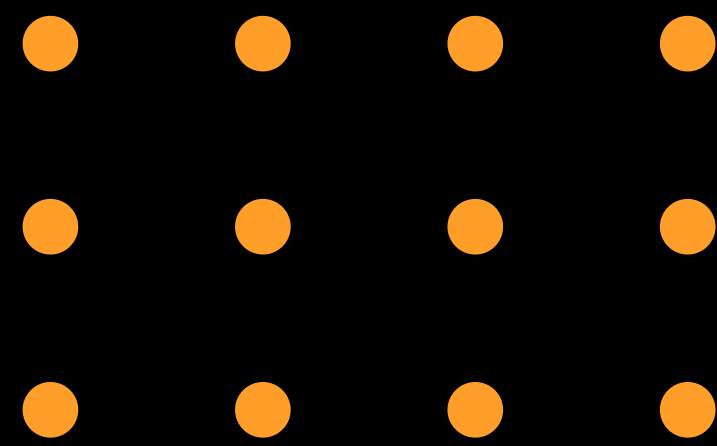




APEX SWAPS

MONEY TALKS



COMPANY INFORMATION

➤ **COMPANY INFORMATION**

We, Monttoro Capital Ltd ("MLC"), are authorized and regulated by the St. Vincent and the Grenadines Financial Services Authority ("SVGFS") with License Number 26522BC. Our registered office is Monttoro Capital Ltd in First Floor, First St. Vincent Bank Ltd Building, James Street, Kingstown, St. Vincent and the Grenadines. Our contact details are set out in Clause 20 (Miscellaneous) under the heading "Notices".

The Services on APEXSWAPS.COM are provided and regulated by Monttoro Capital Ltd. Monttoro Capital Ltd is authorized and regulated by the St. Vincent and the Grenadines Financial Services Authority ("SVGFS") and incorporated in St. Vincent and the Grenadines with registration no. 26522 BC 2021 and registered office is First Floor, First St. Vincent Bank Ltd Building, James Street, Kingstown, St. Vincent and the Grenadines.

➤ **LANGUAGE**

This Agreement is supplied to you in English and we will continue to communicate with you in English for the duration of this Agreement. However, where possible, we will communicate with you in other languages in addition to English.

Communication with us

You may communicate with us in writing (including fax), by email or other electronic means, or orally (including by telephone). Our contact details are set out in Clause 20 (Miscellaneous) under the heading "Notices". The language of communication shall be English, and you will receive documents and other information from us in English. However, where appropriate and for your convenience, we will endeavor to communicate with you in other languages. Our website contains further details about us and our services, and other information relevant to this Agreement. In the event of any conflict between the terms of this Agreement and our website this Agreement will prevail. MCL monitors your communications to evaluate the quality of service you receive, your compliance with this Agreement, the security of the website, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which MCL monitors your communications.

➤ **LEGAL AGE**

The Company's services and products traded are only available to individuals who are at least 18 years old (and at least the legal age in your jurisdiction). You represent and warrant that if you are an individual, you are at least 18 years old and of legal age in your jurisdiction to form a binding contract, and that all registration information you submit is accurate and truthful. The Company reserves the right to ask for proof of age from you and your account may be suspended until satisfactory proof of age is provided. The Company may, in its sole discretion, refuse to offer its products and services to any person or entity and change its eligibility criteria at any time.

➤ **CAPACITY**

We act as principal and not as agent on your behalf and you enter this Agreement as principal and not as agent (or trustee) on behalf of someone else. We shall treat you as a retail client for the purposes of all the Applicable Regulations. You have the right to request a different client categorization. However, if you do request such different categorization and we agree to such categorization, the protection afforded by the Applicable Regulations may be reduced. This may include, but is not limited to:

1. the requirement for us to act in accordance with your best interests;
2. our obligation to provide appropriate information to you before providing the services;
3. the restriction on the payment or receipt by us of any inducements;
4. our obligation to achieve best execution in respect of your orders;
5. the requirement to implement procedures and arrangements which provide for the prompt, fair and expeditious execution of your orders; and
7. the requirement that you receive from us adequate reports on the services provided to you.

➤ **BANNED/NOT PERMITTED JURISDICTIONS**

The Company reserves the right and is entitled to at any time, and upon its sole discretion, to restrict offering its services to certain jurisdictions and consider them as banned countries in terms of engagement with the potential clients. Currently the Company does not accept new clients and/or the opening of new accounts from the following jurisdictions:

Australia, Canada, Democratic Republic of Congo, Eritrea, Hong Kong, Israel, Japan, Libyan Arab Jamahiriya, New Zealand, North Cyprus, North Korea, Russia, Singapore, Somalia, Sudan, all USA jurisdictions, all EU Countries. The list of banned countries, is subject to alteration at any time the Company deems proper upon its sole discretion without any prior notice.

The Customer hereby, confirms that by agreeing to this Agreement he is not residing in one of the countries mentioned on the aforementioned list and covenants to inform the Company should his situation alters in any way. The Company reserves the right to request any additional information deems necessary in order to verify compliance with this clause.

➤ **GENERAL INTERPRETATION**

A reference in this Agreement to a "clause" or "Schedule" shall be construed as a reference to, respectively, a clause or Schedule of this Agreement, unless the context requires otherwise. References in this Agreement to any statute or statutory instrument or Applicable Regulations include any modification, amendment, extension or re-enactment thereof. A reference in this Agreement to "document" shall be construed to include any electronic document. The masculine includes the feminine and the neuter and the singular includes the plural and vice versa as the context admits or requires. Words and phrases defined in the Applicable Regulations have the same meaning in this Agreement unless expressly defined in this Agreement.

➤ **SCHEDULE**

The clauses contained in the attached Schedule (as amended from time to time) shall apply. We may from time to time send to you further Schedules in respect of Transactions. In the event of any conflict between the clauses of any Schedule and this Agreement, the clauses of the Schedule shall prevail. The fact that a clause is specifically included in a Schedule in respect of one Transaction shall not preclude a similar clause being expressed or implied in relation to any other Transaction. You acknowledge having read, understood and agreed to the Schedules to this Agreement.

Headings

Headings are for ease of reference only and do not form part of this Agreement

➤ **REGULATIONS**

This Agreement and all Transactions are subject to Applicable Regulations so that:

1. nothing in this Agreement shall exclude or restrict any obligation which we have to you under Applicable Regulations;
2. we may take or omit to take any action we consider necessary to ensure compliance with any Applicable Regulations;
3. all Applicable Regulations and whatever we do or fail to do in order to comply with them will be binding on you; and
4. such actions that we take or fail to take for the purpose of compliance with any Applicable Regulations shall not render us or any of our directors, officers, employees or agents liable.

➤ **ACTION BY REGULATORY BODY**

If a regulatory body takes any action which affects a Transaction, then we may take any action which we, in our reasonable discretion, consider desirable to correspond with such action or to mitigate any loss incurred as a result of such action. Any such action shall be binding on you. If a regulatory body makes an enquiry in respect of any of your Transactions, you agree to co-operate with us and to promptly supply information requested in connection with the enquiry