



Regulated by CySEC, CIF No.030/04

Mobile Trading Agreement

Member of CIFSA, FSA no.463727

[All information given will be treated with the strictest confidence]

Mobile Trading Agreement

This Mobile Trading Agreement (the "MT Agreement") sets forth the terms and conditions under which Windsor Brokers Ltd ("Windsor"), shall permit the holder of one or more trading accounts with Windsor (the "Client") to have access to trading account(s), through mobile device. This MT Agreement sets forth the terms and conditions under which Windsor shall permit the Client electronically to monitor the activity, place orders and/or execute transactions for the Client's trading account(s) (collectively, the "Mobile Trading Service"). For purposes of this MT Agreement the term "Mobile Trading Service" includes all software and communication links, or any of its functions, downloaded onto Client's mobile device and in consideration thereof, Client agrees to the following:

1. GENERAL

By entering into and signing this MT Agreement, Client agrees to use the Mobile Trading Service solely for the purpose of accessing trading account(s) via the mobile device. The Mobile Trading Service is provided for specific mobile devices that can be viewed on Windsor's website. Client agrees to use the Mobile Trading Service strictly in accordance with the terms and conditions set by Windsor's Client Account Agreement and all other documents that collectively form the agreement between Windsor and the Client ("AOD"), as amended from time to time. Client also agrees to be bound by any rules, procedures and conditions established by Windsor concerning the use of the Mobile Trading Service.

This MT Agreement shall be exclusively applied to Client's use of the Mobile Trading Services, in addition to the terms set by Windsor within Online Access Agreement. Unless separately defined in the MT Agreement, expressions capitalized in the MT Agreement shall have the meanings given to them in the AOD. In cases of any inconsistency between the provisions of the MT Agreement and the provisions of AOD, insofar as it relates exclusively to Client's use of Mobile Trading Service, the MT Agreement shall prevail.

Client should acknowledge that accessing trading account(s) using a mobile device is at their own risk and that such access will not be error free or always operate as expected.

2. ACCESS AND SECURITY

For using Mobile Trading Service, Client should hold trading account(s) and have available access to the Username/Login and Password. Mobile Trading Service may offer limited functionality and information compared to the functionality and information available by accessing trading account(s), using Online Service.

The functionality and information provided when accessing trading account(s) through Mobile Trading Service are subject to change without prior notice.

Client acknowledges and agrees that the Mobile Trading Service is provided without any representations or warranties, to the extent permitted by law, as to the compatibility, security and accuracy of the Mobile Trading Service. Any material downloaded or otherwise obtained through the use of the Mobile Trading Service is carried out at Client's own discretion and risk.

3. RESPONSIBILITIES AND LIABILITIES

Mobile Trading Service is not directed at or intended to be used by any person in any jurisdiction or country where

such use and/or distribution would be contrary to local law and/or regulation. It is Client's responsibility to ensure that using Mobile Trading Service would not be in a breach with any local law or regulation to which Client is a subject to. Client agree that the use of Mobile Trading Service shall not lead, in any way, to the encouragement, procurement or carrying out of any criminal or unlawful activities. Furthermore, the Client agree that the use of Mobile Trading Service will not cause damage to Mobile Trading Service or our servers, systems or equipment or those of third parties, nor access or attempt to access any users' data or to penetrate or attempt to penetrate Mobile Trading Service's security measures.

The Client is responsible for keeping the Username and Password of trading account(s) confidential at all times ensuring that all reasonable steps are taken in order to prevent fraudulent use of this information. Any access to trading account(s) using Client's Username and Password will be deemed to have been done by the Client. In cases where the Client suspects that the information has been obtained by any other person without Client's consent, it is Client's responsibility to notify Windsor immediately. If failing to do so, the Client will be liable for any such "unauthorized" access to trading account(s).

Client hereby accepts any and all risks, including but not limited to, failure or damage to hardware, software, and communication lines of systems while using Mobile Trading Service. Client further acknowledge full liability for any losses, costs, or expenses which may arise directly or indirectly from Client's use of, or reliance on, the Information provided by the Mobile Trading Service.

Client is responsible to notify Windsor in the event of a delay or defect in or failure of the whole or any part of the Mobile Trading Service.

4. THIRD PARTIES

Mobile Trading Service may be provided by a distributor or other third party. Client's personal data used for the purpose of accessing trading account(s) will be treated with a strict confidentiality. In cases where the Mobile Trading Service is provided by a distributor or a third party, Windsor will do its utmost as to ensure that such information is treated in the same manner. However, Client should acknowledge that such personal data may be passed by the third party service provider according to the agreement so signed between Windsor and the third party service provider in order to effect the service, and/or personal data may be passed onto third parties in cases where it is so required by law or court order at such given time and place.

5. INDEMNITY

The indemnity provision in this clause applies exclusively to this MT Agreement and is separate from and in addition to the indemnity provision set out within the AOD. In case of any conflict between the indemnity provision of the MT Agreement and AOD to the extent where the provisions relate to the subject matter of the MT Agreement, the provisions in the MT Agreement will prevail.

Windsor does not warrant that any software downloaded onto Client's mobile device will operate without interruption or be error free nor implicitly guarantee any level of service. Additionally Windsor does not guarantee as to the accuracy, suitability, reliability, completeness, or performance of the Mobile Trading Service. The Mobile

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Trading Service may be adversely affected by factors such as the limitations of the Client's mobile device, network performance and other factors which are beyond Windsor's control and may fail to operate satisfactorily or at all. Windsor will not be liable to any planned or unplanned downtime or any outages on any mobile device network or in cases where the Client is not in an area of mobile coverage, at any given time or place.

Windsor will have no liability in relation to any loss or damage that may result due to any delay or defect in or failure of the whole or any part of Mobile Trading Service, provided that the occurrence of the delay, defect or failure was beyond Windsor's reasonable control. However, in cases where any defect or failure of the Mobile Trading Service, which is beyond Windsor's reasonable control, results in disagreement between records kept by Windsor and those of the Client, the version of events supported by Windsor's records will prevail.

6. CHARGES

Client acknowledges that Mobile Trading Service may be subject to charges in cases where the access is obtained when abroad, however, Windsor will not apply any charge for the use of the Mobile Trading Service.

7. SEVERABILITY

In cases where any provision of this MT Agreement is determined to be void or unenforceable, the remaining provisions set by AOD shall remain valid and be given full force and effect.

8. VARIATIONS TO THIS AGREEMENT

The version of MT Agreement posted on Windsor's

website will be considered as the version that will be in force at any given time. Terms of the MT Agreement may be amended at any time. Any such amendment will be published on Windsor's website and Client acknowledges and agrees that the first transaction effected in any Client's trading account(s), initiated by Client, following any such amendment, shall constitute Client's acceptance of the change. Should the Client wish not to be governed by the amended MT Agreement, it is Client's responsibility to cease using the Mobile Trading Service immediately.

9. TERMINATION

Windsor reserves the right to suspend or terminate Client's access to or use of Mobile Trading Service, in addition to Client's access to Online Trading Platform, if Windsor determines, in its sole discretion, that the Client has in any way breached the agreement between the parties based on any of the terms and conditions so accepted by the Client.

Windsor may terminate all or part of Mobile Trading Services at any time. Windsor shall not be liable to Client or any other person if any or all Mobile Trading Service is modified or terminated.

10. GOVERNING LAW

This Agreement is governed by laws of the Republic of Cyprus and subject to the jurisdiction of the Cypriot courts.

Thus, this Agreement has been thoroughly read, understood and accepted by the Client on the signing of the MT Agreement.

Client Signature(s): X

Client Name(s):

Date: