

TERMS & CONDITIONS

This Agreement is entered into by and these Terms & Conditions (hereinafter referred to as the “Agreement”) shall regulate the relationship between NORDVIRGIN CAPITAL, an investment vehicle duly registered and incorporated under the Laws of the United Kingdom and the European Union (hereinafter referred to as the “Company”), and the user (a natural or legal entity) (hereinafter referred to as the “Client”) of www.NORDVIRGINCAPITAL.com (hereinafter referred as the “Website”).

RECITALS

1. The Client confirms that he/she has read, understood and accepted all information, conditions and terms set out on the Website which are open to be reviewed and can be examined by the public and which include important legal Information.
2. By accepting this Agreement, the Client agrees and irrevocably accepts the terms and conditions contained in this Agreement, its annexes and/or appendices as well as other documentation/information published on the Website, including without limitation to the Payment Policy, Withdrawal Policy, Code of Conduct, Order Execution Policy and Anti-Money Laundering Policy. The Client accepts this Agreement by registering an Account on the Website and depositing funds. By accepting the Agreement, and subject to the Company’s final approval, the Client enters into a legal and binding agreement with the Company.

3. The terms of this Agreement shall be considered accepted unconditionally by the Client upon the Company's receipt of an advance payment made by the Client. As soon as the Company receives the Client's advance payment, every operation made by the Client on the Trading Platform shall be subject to the terms of this Agreement and other documentation/information on the Website.
4. The Client hereby acknowledges that each and any Operation, activity, transaction, order and/or communication performed by him/her on the Trading Platform, including without limitation through the Account, and the Website, shall be governed by and/or must be executed in accordance with the terms and conditions of this Agreement and other documentation/information on the Website.
5. By accepting this current agreement, the Client confirms that he/she is able to receive information, including amendments to the present Agreement either via email or through the Website.
6. A client that is a legal entity can register with the Company not through the Website but by sending an email with its request to support@NORDVIRGINCAPITAL.com. All terms and conditions contained herein, including without limitation to 1 to 5 above, shall at all times be applicable to the Legal Entity and the latter shall conform with such terms and conditions, obligations and rights at all times.

1. INVESTOR'S ACCOUNT

- 1.1 After assent to this Agreement is given by both Parties, the Company is to open an Investors Account on the Investor's behalf.

1.2 The Account shall be run and managed by the Company for the sole benefit of the Investor, notwithstanding Clause 5 of this Agreement which mandates the payment of management and performance fees as compensation to Nordvirgin for work done by it.

1.3 The Account and its management shall be subject to company policies and directives, and shall be run by professional asset managers. In making any investment, the Company shall properly conduct risk evaluation, asset valuation and put into consideration any material factor which may adversely affect profitability and returns.

1.4 Investors may invest further sums into the Account at any time. Investors may also withdraw sums at any time, as provided for by Clause 5.4 of this Agreement.

2. RISK DISCLOSURE

2.1 The Client acknowledges, recognizes and understands that trading and investing in foreign exchange transactions and cryptocurrency are highly speculative, and expose the financial situation of the Client to a very high degree of volatility which may cause very substantial movements in the level of the Client's trading exposure; may also involve a degree of financial risk which may cause losses, even after the Company has conducted due diligence.

2.2 This is due to, among other factors, the fact that trading may be highly illiquid and an unusually wide spread may exist between the price at which a third party is willing to purchase and sell particular foreign currencies; and that credit controls may be imposed by governmental authorities or other actions taken by governmental authorities, which may significantly increase the risk of loss to the Investor or affect the ability of the Company to fulfil its obligations to the Investor.

2.3 Nordvirgin agrees to assume all risk in the trading of speculative asset classes. All of the Company's investment decisions will be made on the Investor's behalf and be based solely on its own evaluation of his financial circumstances and investments objectives. Nordvirgin agrees to indemnify the Investor and BEAR the liability for trading losses up to the amount invested and other losses incurred by itself during the course of investing, as further set out in Clause 11 and 15 of this Agreement.

3. TRADING STRATEGY

3.1 Nordvirgin will invest in diverse asset classes, including speculative and alternative asset classes, as well as fixed assets, at a ratio its asset managers deem to be most profitable. This includes Foreign Exchange (FOREX and Currency Trading), Cryptocurrencies, Futures, Options, Derivatives and any profitable asset class, as advised by its professional in-house asset managers.

3.2 In investing, Nordvirgin will primarily utilize its algorithmic trading strategies and capacity. This will involve the execution of orders using programme trading instructions which account for variables such as time, price and volume. It will employ various algorithmic trading techniques such as P% of V, Pegged, VWAP, TWAP, Target Close and Implementation Shortfall.

3.3 Its algorithm trading programs will be run by its asset managers in conjunction with its technical team, who shall offer support and assistance. The purpose of allowing for human input is to ensure that all investments are analysed independent of its program and that they take cognizance of context and the investment climate.

3.4 Nordvirgin 's algorithmic system run strategies shall include inter-market spreading, arbitrage and margin trades under its high frequency trading (HFT) categories, characterized by high turnover and high order-to-trade ratios. Nordvirgin 's asset allocation ratio shall be determined by its asset managers, and shall take cognisance of risk diversification and macro-micro factors, as well as volumes and margins.

3.5 In managing the Account, Nordvirgin agrees to use its best judgment and efforts for the Customer's benefit. As outlined in Clause 2.3, the Parties agree that the Nordvirgin shall bear all risk, that is, 100% of the sum invested and held in the Account of the investor, and all expenses of the Account.

3.6 If the realized and/or unrealized losses exceed 50% of the Investor's deposit(s) to his account with Nordvirgin, as of the end of any business day, Nordvirgin is to cease trading in that account immediately and contact the Investor for instructions. Nordvirgin may use stop-loss orders to minimize loss, in the event that option is more feasible and beneficial than the option of contacting the Investor for instructions.

4. REPORTS AND NOTICES

4.1 Nordvirgin shall furnish to the Customer periodic reports detailing the Assets under Management (AuM) in the Account and the trading results and outcomes.

4.2 In the event that there is any material change in business relations, or anything which may affect how contractual obligations is to be carried out, Nordvirgin is to notify the Investor through means of communication as set out and provided for by Clause 14 of this Agreement.

5. COMPENSATION

5.1 Nordvirgin shall be paid a monthly management fee of 10% per month of the Assets under Management as of the close of business on the last day of each calendar month. This management fee is payable only where the Investor's account is profitable. If this Agreement is terminated on a date other than a month-end, the management fee described above shall be determined as if such date were the end of a month, but such fees shall be prorated based on the ratio by which the number of days in the month through the date of termination bears to the total number of days in the month.

5.2 Nordvirgin shall Send a quarterly performance report of the trading profits on the Investor's Account to the investor.

5.3 The Investor is to receive returns; that is, profits generated by the Company through trading and investing of the investment sums in diversified asset classes, using its algorithmic trading programs and strategies. Except where management and performance fees are concerned, the Investor shall be the sole beneficiary of this Agreement. All sums accrued by and payable to the Investor by Nordvirgin shall be paid in a timely and reasonable manner.

5.4 Withdrawal from the account may be made at any time by the Investor. In the event of such withdrawal(s), the amount requested is to be paid into a bank account or cryptocurrency wallet designated by the Investor for that purpose, within 24 hours of the request being made. At any time upon a withdrawal from asset under management other than at the end of a month, Nordvirgin will receive any accrued performance fee of 5% of the withdrawn amount.

5.5 Performance fees, once paid, are not subject to return. Subsequent payments based on trading profits shall be made to Nordvirgin, as provided for by this Agreement. If this Agreement is terminated on a date other than a month-end, the performance fee described above will be determined as if such date were the end of a month.

5.6 The Investor acknowledges that Nordvirgin performs the services contemplated hereunder for other customers and may charge different fees than charged to the Customer under this Agreement.

6. SERVICES NON-EXCLUSIVE; CONFIDENTIAL

6.1 Nordvirgin's present business includes managing Accounts and investment portfolios for investors and providing professional advice on such investments. Nordvirgin will also manage accounts for other clients during the term of this Account. Thus, services provided hereunder are not exclusive; and Nordvirgin, its principals and affiliates shall be free to render similar services to others, and to manage other clients' accounts and to use the same or other information, trading programs or formulae and trading strategies which they obtain, produce or utilize in the performance of services for the Customer.

6.2 Investor recognizes that the returns earned by Nordvirgin from time to time for such other accounts may be more favourable than that earned for the Investor. Investor also acknowledges that Nordvirgin may charge fees for its services for other accounts different from those charged to him.

6.3 Investor acknowledges that any information given to it and classified as confidential information by Nordvirgin is not to be disclosed to third Parties without the prior written consent of Nordvirgin. Investor is to use such confidential information solely to monitor and evaluate Nordvirgin's overall performance.

6.4 Nothing in this Agreement shall require Nordvirgin to disclose the details of its trading systems and strategies.

7. OBLIGATIONS

7.1 The Company is to:

- Trade and invest sums placed under its care by the Investor in the Account, in order to generate returns;
- Pay returns accruing and payable to the Investor in a timely manner, as well as fulfil all withdrawal requests;
- Provide timely reports and make key decisions acting only on professional expertise;
- Keep all information provided to it during the Account opening secure and confidential, and also do everything necessary to ensure that in any transactions with third parties, such information is also kept safe and remains confidential;
- Indemnify the Investor for any loss incurred in the event of financial liability;
- Carry out all responsibilities as provided for by this Agreement.

7.2 On the other hand, the Investor is to:

- Fund the Account operated and maintained for his benefit and on his behalf by Nordvirgin;
- Ensure that only accurate and verifiable information is provided to Nordvirgin when requested;

- Carry out all contractual responsibilities, as well as refrain from doing anything which would adversely affect the Company when carrying out its contractual obligations.

8. WARRANTIES AND REPRESENTATIONS

8.1 Nordvirgin Capital represents and warrants the following to the Customer:

- That it is duly registered and incorporated under the Laws of the United Kingdom and the European Union, and is authorized to carry out transactions of this nature.
- That it has the power to execute and deliver this Agreement and any other documentation relating to this Agreement and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance. Such execution, delivery and performance do not violate or conflict with any law applicable to Nordvirgin , the constitutional documents of Nordvirgin , any order or judgement of any court or other governmental agency, or any contractual restriction binding on or affecting Nordvirgin .
- That it will conduct business and carry out investments to the best of its ability, and that it will do all that is necessary to ensure that it generates returns on the principal amount invested by the Investor.
- Nordvirgin acknowledges that it shall bear sole responsibility for any losses arising from the transactions conducted by it when making use of the invested sums in the Account.

8.2 The Investor represents and warrants the following to Nordvirgin Capital:

- That he is aware of the highly speculative nature of, and risks of loss inherent in, Forex Transactions, Cryptocurrency Investments and other speculative asset classes, and therefore invests willingly and under no form of coercion or duress.

- That he acknowledges that he, and not Nordvirgin , is responsible for filing income tax statements, making all mandatory statutory contributions and any other fees, costs, and expenses not contemplated by this Agreement.
- That he is of legal age, and has full contractual capacity, and thus has the power to execute and deliver this Agreement and any other documentation relating to this Agreement, and to perform its obligations under this Agreement; and that he has taken all necessary action to authorize such execution, delivery, and performance.
- That funds to be deposited and traded will not have not originated from any illegal activity.

9. RELATIONSHIP

9.1 Nordvirgin Capital is an independent contractor; and nothing in this Agreement shall not be deemed to establish a joint venture between Nordvirgin and the Investor, and nothing herein contained shall be construed as creating a general partnership or other similar relationship, or as authorizing any party to act as general agent or to enter into any contract or other agreement on behalf of any other party except as otherwise expressly provided herein.

9.2 Nordvirgin shall not be liable to Investor or to any third party except by reason of acts that constitute gross negligence, bad faith or intent to defraud. However, Nordvirgin will indemnify, hold harmless, and defend the Investor from and against any liability, loss cost, damage, or expense (including attorney's fees) and any amount paid in settlement thereof resulting only from its manner of conducting business.

10. WAIVERS AND AMENDMENTS

10.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

10.2 No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy. In essence, no waiver of any right or remedy or any breach of or default under any provision of this Agreement shall constitute a waiver of any other right or remedy for any breach of or default under any other provision or of any other breach of or default under the same provision.

10.3 None of the provisions of this Agreement may be amended or waived except by a written instrument duly executed by both Parties.

10.4 No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by Nordvirgin or its agents to assert Nordvirgin's right under this Agreement on any occasion or series of occasions.

10.5 No oral agreements or instructions to the contrary shall be recognized or enforceable.

11. ASSIGNABILITY

11.1 Except as otherwise provided in this agreement, no party may assign, subcontract or deal in any way with, any of its rights or obligations under this agreement or any document referred to in it, especially where such duties are ordinarily supposed to be performed by that Party.

11.2 Notwithstanding the non-assignability of contractual performance, nothing in Clause 11.1 shall affect the right of the Company to delegate non-essential duties which may ordinarily help it carry out its business obligations to professionals, independent partners and similar contractors.

12. FORCE MAJEURE

12.1 Notwithstanding anything to the contrary contained in the Agreement, Neither Nordvirgin nor the Investor shall be liable, nor shall any credit or other remedy be extended for their failure, in whole or in part, to fulfil its obligations under the Agreement, where such failure arises from or in connection with causes beyond the control of either Party; hereinafter referred to as a "Force Majeure Event," defined in Clause 12.2.

12.2 “Force Majeure Event” refers to any supervening event occurring after both Parties enter into this contract, which incapacitates either Party and prevents the performance of contractual obligations in part or in full; Including, but not limited to acts of God, flood, extreme weather, fire or other natural calamity, pandemic, terrorist attack, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, cable cuts, unavailability of rights-of-way, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labour difficulties.

12.3 If a Force Majeure Event occurs during the term hereof, the affected Party shall be excused from partial or full performance hereafter, depending on the severity of the supervening event.

13. TERM AND TERMINATION

13.1 This Agreement becomes effective from the day and date on which it is assented to by both Parties, or the day it is assented to by the Company, hereinafter referred to as the “Effective Date.”

13.2 The Agreement remains valid, binding and enforceable until it is terminated; termination occurring only where: (i) The Investor elects to terminate this Agreement or discontinue his investment; (ii) the circumstances contemplated in Clause 12 occur, thus rendering this Agreement incapable of being performed; (iii) The Company elects to terminate the Agreement for breach of a contractual clause or term; or (iv) The Company becomes insolvent, bankrupt or becomes the subject of litigation or any judicial proceeding which incapacitates its business activities.

13.3 Where either Party elects to terminate this Agreement, a 72 hour notice must be given prior to termination. If it is not given, then any communication which implies termination shall be interpreted as having given such notice, and the 72 hour notice period shall be calculated as beginning from the moment the notice or information was received by the other Party.

13.4 Any purported determination of this Agreement which is contrary to what is outlined in Clause 13.2 shall be treated as a breach of a fundamental term. The Party against whom the breach was committed may seek recourse for compensation or damages, in the manner outlined in Clause 15 of this Agreement.

13.5 In the event of termination, both Parties undertake to complete all transactions that are already in progress, and the terms of the Agreement shall continue to bind both Parties in relation to such transactions. Also, both Parties are to fulfil all outstanding contractual obligations. Furthermore, Nordvirgin shall be entitled to deduct all amounts due as compensation before transferring the Investor's funds to any other account designated for that purpose. The Investor shall also be responsible for the payment of any charges incurred during the transfer of his funds and assets.

14. ENTIRE AGREEMENT

14.1 This Agreement embodies the entire agreement of the Parties, superseding any and all prior written and oral agreements and there are no other terms, conditions or obligations other than those contained herein.

14.2 This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

14.3 If any term of the Agreements (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable, but the enforceability of the remainder of Agreements shall not be affected.

15. DISPUTE RESOLUTION, GOVERNING LAWS AND JURISDICTION

This Clause shall survive any termination of the Agreement.

15.1 In the event that Investor has a complaint against Nordvirgin, Investor is obliged to address the complaint to Nordvirgin in writing. Subsequently, Nordvirgin is obliged to investigate the complaint promptly and fully.

15.2 Without prejudice to any other rights of Nordvirgin under this Agreement, in case the Client and Nordvirgin are in a dispute on a trading order, Nordvirgin shall be entitled at its sole discretion and without any prior notice to take any and all actions it reasonably believes to be desirable for the purpose of limiting the maximum amount that could potentially be lost as a result of that dispute.

15.3 Nordvirgin shall not be liable for, or be under any obligation to the Investor in connection with, any subsequent fluctuations in the value of the Investor's assets, where such fluctuations are a result of inflation or market forces, and not connected to its work or transactions carried out on the Investor's behalf.

15.4 The Agreement is subject to, and shall be construed in accordance with the laws of the United Kingdom and the European Union as the sole and exclusive governing law. All disputes, whether under arbitration or litigation, shall be heard in the Company's place of business.

15.5 This Clause 15 shall survive any termination of the Agreement.

16. OFFICIAL COMMUNICATION

16.1 All notices or other communications shall be in writing and shall be delivered personally or sent by air courier, fax or email, and shall be effective when delivered personally on the day delivered, or when given by fax or by email on the day of receipt.

16.2 Notices intended for Nordvirgin shall be sent through official communication channels only, to authorized Company personnel. Both Parties are to furnish all notices and send such to the addresses which must be provided hereafter.

17. MISCELLANEOUS

17.1 The Agreement shall be for the benefit of, and binding for both the Investor and Nordvirgin and for their respective successors and assigns, but the Investor may not assign any of his rights and obligations under the

Agreement or under any transaction without prior written consent of Nordvirgin .

17.2 Any existing or future legal and regulatory provisions in the field of banking services, data protection, money laundering, the operation and use of the Internet or any other regulation applicable in the frame of the services offered by Nordvirgin remain reserved and shall apply to Nordvirgin services as from the date when they come into effect.

17.3 If at any time any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of the Agreement under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.

17.4 The Client undertakes to notify Nordvirgin Capital without delay of any changes of his personal or contact details or of any other information relevant to this Agreement.

17.5 Whenever necessary in this Agreement and where the context admits, the singular term and related pronoun shall include the plural and vice-versa, and the masculine and neuter terms shall be interchangeable. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Any captions appearing in this Agreement are inserted as a matter of convenience and for reference only and shall not define, limit, or describe the scope and intent of this Agreement or any of the provisions thereof.

17.6 This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.