

General business terms of CYRRUS FX, a.s.

I. General provisions

1. General business terms of CYRRUS FX, a.s. (hereinafter referred to as „CYRRUS FX“), issued in terms of § 1751 et seq. of the Act no. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as “GBT”) regulate basic terms under which CYRRUS FX provide its clients with services concerning credit transactions with foreign currency and payment transactions.
2. CYRRUS FX provides the client with services based on a general contract and one-time contracts – orders concluded between CYRRUS FX and the client – and GBT which are an integral part of the Contract. If not arising otherwise from the Contract, provisions of the Contract take precedence over GBT.
3. Information about CYRRUS FX: name CYRRUS FX, a.s., registered office Na Florenci 2116/15, 110 00 Praha 1, registered in the Companies Register managed by the Municipal court in Praha, section B, file 15 217, email: fxdealing@cyrrus.cz.
4. CYRRUS FX is a holder of a licence for the activity of a payment institution according to the Payment System Act (PSA). The licence was issued by the Czech National Bank with reference no. 2014 /3750 570. CYRRUS FX is entitled to provide payment services according to § 3, section 1 a), b), c), e) and f) of the Payment System Act.
5. The client declares that he got acquainted with content of the Contract before providing services by CYRRUS FX, with GBT and the Pricelist, data about the entity of CYRRUS FX, basic information about services providing, eventually with other important information about terms of services providing (hereinafter referred to as “important information”). All important information is published on websites of CYRRUS FX.
6. The client agrees that he will be informed about each change of important information or about other changes, mainly via websites of CYRRUS FX or via email communication. The client declares that he has access to the Internet service, he uses this service regularly and has the possibility to get acquainted with information mentioned on websites of CYRRUS FX before each providing of a service.
7. The client and CYRRUS FX agreed upon email communication as a common way of communication and transmission of information related to the Contract. CYRRUS FX will send email communication to an email address provided by the client. The client gives CYRRUS FX and corporations of the group, where he is a member, his consent for sending email and paper business messages related to an offer of services.

II. Definition of terms

For purposes of GBT and the Contract, the following is defined:

- a) **Client** – physical or corporate entity which entered into a Contract with CYRRUS FX, based on which services are provided.
- b) **Contract or framework contract**– General contract which part create GBT, the Pricelist and individual payment transactions.
- c) **Payment service or service** – payment service according to § 3, section 1 a), b), c), e) and f), Payment System Act; CYRRUS FX is entitled to provide such a service based on a licence of the Czech National Bank.
- d) **Transaction, spot transaction** – firmly agreed credit transaction with foreign currency; pecuniary means are purchased or sold during this transaction in one currency for a certain amount of pecuniary means in another currency, at an exchange rate actual in the financial market at the moment of transaction (spot foreign exchange) whereas the client pays pecuniary means immediately and CYRRUS FX settles the transaction immediately after receiving client’s payment, but within the 2nd working day after the transaction was agreed at the latest.
- e) **Exchange rate** – value for which CYRRUS FX offers sale or purchase of foreign currency.
- f) **Day of settlement of a transaction** – working day when pecuniary means should be paid in agreed currencies between CYRRUS FX and the client.
- g) **Parameters of a transaction** – sale currency, purchase currency, amount of currency for one transaction, exchange rate in the financial market, identification of CYRRUS FX including a bank account number to which the client shall pay for the transaction, client’s identification including his bank account number to which CYRRUS FX shall send a payment, date of settlement of a payment transaction, payment instructions, price of a service, charges and possible other parameters of a transaction.
- h) **Confirmation** – confirmation of a transaction between the client and CYRRUS FX.
- i) **Certificate of settlement of a transaction** – confirmation of settlement of a transaction agreed between the client and CYRRUS FX.
- j) **Working day** – day when banks in the Czech Republic are open; a system of payments can be made among such banks.
- k) **Market disorder** – unforeseeable event causing that neither CYRRUS FX nor the client shall be able to gain information about a market exchange rate decisive for the given transaction in the appropriate market or if transactions in the appropriate market are stopped or limited or if there is another market disorder of a system of payments.
- l) **Order** – conditional impulse in which the client defines an exchange rate; if the exchange rate is reached, CYRRUS FX should be contacted. The client orders this exchange rate for a definite period.
- m) **Politically exposed person** – physical person who has in an important public function with national or regional competency, e.g. head of state, prime minister, minister, deputy or secretary minister, member of the parliament, member of the Supreme Court, Constitutional Court or another higher judicial authority against which decision it is generally not possible to use, with exceptions, discretionary remedies; it can e also a member of the Court of Auditors, supervisory authority of the central bank, high-ranking officer in armed forces or corps, a member of administrative, governing or auditing body of a company in state possession,

ambassador or chargé d'affaires, physical entity who has similar functions in bodies of the European Union or other international organizations and related persons.

- n) **PSA** – Act no. 370/2017 Coll., on Payment System.

III. Closing the Framework Agreement

1. The Framework Contract may be concluded personally, by correspondence, electronically or online via the CYRRUS FX website.
2. In case of the conclusion of a Framework agreement via the CYRRUS FX website the Framework Agreement is concluded at the moment of fulfilment following conditions:
 - a) The Client is familiar with the GBT and Pricelist and he confirmed it on the CYRRUS FX website;
 - b) The Client filled in all data required under the Framework Agreement;
 - c) CYRRUS FX received all IDs verifying the identify of the Client.
3. Correspondence to the conclusion of a framework agreement is maintained if a signed signature of the .pdf and other required documents is delivered to the fxsmlovy@cyrrus.cz e-mail address.
4. The electronic way is maintained if the framework contract is signed by electronic means according to the valid legal regulations, ie by a secured electronic signature, or the framework contract is delivered by e-mail, from which it is possible to determine unequivocally the identification of the acting person (the e-mail is, for example, Name and surname of the client).
5. If allowed technically by CYRRUS FX the Client's signature may be altered either by other electrocnical means (electronical pen, biometrics).
6. In connection with the conclusion of a framework agreement, client identification is performed in accordance with the applicable legal regulations. The client is obliged to provide CYRRUS FX with the necessary co-operation and to provide identification documents.

IV. Making a deal per telephone or under client's electronic direction

1. Deal is made either via phone numbers defined by CYRRUS FX or electronically. Phone conversation about negotiation and agreement upon a deal is recorded, which was confirmed by client's signature of the contract. One or more transactions can be agreed during one phone conversation. An electronic order has to have the same and unambiguous parameters like in case of a phone order.
2. **Procedure to make a deal:**
 - a) The client calls CYRRUS FX and announces parameters of a transaction
 - b) CYRRUS FX offers an exchange rate for the client
 - c) The client either accepts the offered exchange rate or refuses it expressly, clearly and in an unambiguous way
 - d) If the client accepts the exchange rate, CYRRUS FX repeats the exchange rate. Client's acceptance of the exchange rate means making a deal.
3. CYRRUS FX isn't responsible for cases when it isn't possible to use the way of making a deal, described in this provision, by reasons which are beyond control of CYRRUS FX.
4. After a transaction is agreed with the client via phone, CYRRUS FX is obligated to issue a confirmation and send it per fax or email to the client. A payment transaction or deal is considered as concluded and binding for both contracting parties at the moment of a phone or electronic agreement upon business terms. The confirmation of a payment transaction is only a confirmation of the fact that a contractual relation was established and a payment transaction was made under terms agreed via phone.
5. The client is obligated to send pecuniary means for payment of his liability in the Czech or foreign currency to a bank account, defined by CYRRUS FX during phone agreement upon a payment transaction, immediately after receiving terms of a concluded business deal – confirmation. This bank account is also mentioned in the confirmation of a payment transaction. The client is also obligated to identify this payment with a variable symbol which is a registration number of a transaction. If the client doesn't meet any obligation according to this section, CYRRUS FX isn't obligated to make an agreed payment transaction and is entitled to ask the client to compensate loss caused by non-meeting of agreed terms.
6. The contracting parties agreed that CYRRUS FX isn't entitled to handle pecuniary means paid by the client according to this Contract otherwise than in a way leading to realization of payment services under the Contract.
7. CYRRUS FX issues and sends the client immediately a confirmation of settlement of an agreed payment transaction. By request, CYRRUS FX issues a monthly statement of payment transactions for the client. Such a statement contains all agreed payment transactions for the given month.
8. The contracting parties undertake to cooperate as much as possible and meet all their obligations without undue delay so that each payment transaction is settled properly and in term agreed in the confirmation of a payment transaction.
9. In case that a payment transaction isn't made by any reason, CYRRUS FX is obligated to inform the client about this fact and settle with the client already incurred liabilities from this unrealized payment transaction.
10. The moment of acceptance of the payment order means the moment when the following conditions are met: a) CYRRUS FX has received a payment order form the Client; and b) The Client has fulfilled its obligation to transfer funds (including funds to cover any fees) in the agreed amount to the CYRRUS FX payment account. For all orders entered and authorized, if they were accepted

after the expiry of the time near the end of working hours, they shall be deemed adopted at the beginning of the business hours on the following working day

11. The client is obligated to pay his liabilities immediately according to instructions mentioned in the confirmation of a payment transaction. If the client doesn't pay pecuniary means of CYRRUS FX according to arrangements mentioned in the confirmation, CYRRUS FX is entitled to ask the client to pay a contractual penalty of 2% of the amount defined for exchange according to the confirmation of a payment transaction and compensation of loss incurred from the concluded transaction, mainly a possible negative difference of an exchange rate incurred since the day of a transaction. This receivable of CYRRUS FX from a contractual penalty is payable as of the day when the agreed payment transaction should have been made and it is possible to set it off unilaterally from the side of CYRRUS FX against any client's due or undue receivable from CYRRUS FX.

V. Payments and direct debits to/from abroad

1. A condition for payment abroad is client's sending of instructions via a form of CYRRUS FX, called "Payment order".
2. As regards client's direct debit to the account of CYRRUS FX, the client sends written instructions via a form of CYRRUS FX, called "Direct debit advice". After CYRRUS FX receives it, CYRRUS FX notifies the client of a bank account to which the third party shall send pecuniary means advice by the client.
3. The client is responsible for accuracy and correctness of all above mentioned payment instructions.
4. Price for providing pecuniary services is individual but it is an unconditional obligation that CYRRUS FX announces a price offer to the client before a firm order of service, i.e. before the client sends a firm order. By ordering a service, the client confirms the acceptance, among others also the price of a service, which is mentioned in the authorization of a payment transaction.

VI. Settlement period, information obligation

1. Transaction will be settled without undue delay after receiving pecuniary means defined for a payment transaction from the client to a separate bank account of CYRRUS FX or to client's bank account. The client undertakes to pay the entire liability from a transaction within next working day at the latest (D+1) after a transaction is agreed. If the client doesn't meet this liability, CYRRUS FX is entitled to withdraw from the transaction and eventually invoice the client the incurred loss. After the client pays his liability from a payment transaction towards CYRRUS FX, CYRRUS FX is obligated to enter a payment order to make the required transaction without undue delay so that it is made within periods set by PSA whereas the maximum is D+1. This period can be prolonged because of the client if he doesn't have sufficient coverage at his bank account to make the entered order or if the client didn't announce CYRRUS FX all necessary parameters of his payment order.
2. CYRRUS FX meets an information obligation arising from provisions of PSA towards clients via email messages sent to clients to their email addresses on file of CYRRUS FX. Information is sent within the end of next working day after settlement of a transaction at the latest.
3. The client is obligated to notify CYRRUS FX of information about the alienation of access authorizations (profile) enabling payment transactions via CYRRUS FX or about possible unauthorized transactions immediately after such finding. It is possible to announce information on phone number 226 258 226; in case it is announced during working hours, it is possible to use also the email address fxdealing@cyrrus.cz. After CYRRUS FX receives the information, the profile will be blocked. Since CYRRUS FX has been reported as a loss, theft or unauthorized use of access rights CYRRUS FX is liable for the misuse.
4. The payer is liable for the loss arising from non-authorized payment transaction: 1) up to the amount of 50 EUR if such loss was caused by use of a lost or stolen payment instrument; 2) in a full extent, if such loss was caused by a payer's fraudulent conduct or whether intentionally or through gross negligence on his/her part, omits any of duties set in § 165 PSA. The previous sentence – point 1) shall not apply in cases where the payer has neither acted fraudulently and a loss, theft or misuse of a payment instrument is caused by the CYRRUS FX. The previous sentence shall not apply in cases where the payer has neither acted fraudulently and a loss occurs after payer notifies the CYRRUS FX the loss, theft or misuse of a payment instrument, or the provider fails to provide the payer with sufficient means to notify anytime the loss, theft or misuse or unauthorised use of a payment instrument.
5. The Client shall also be obliged to promptly notify CYRRUS FX, as mentioned in paragraph 3 of this Article, of incorrectly executed payment transactions.
6. In the event of incorrect execution of the Client's payment order from the CYRRUS FX fault, CYRRUS FX is obliged to state the status of the client's payment account to the state before the error occurred.
7. Protection of pecuniary means entrusted to CYRRUS FX. Pecuniary means, which are entrusted to CYRRUS FX for a payment transaction, are kept separately from own pecuniary means of CYRRUS FX and from pecuniary means of other persons, except for pecuniary means of clients. Pecuniary means of clients are kept on separate bank accounts of the Czech banks. Pecuniary means of clients aren't parts of assets of a bankrupt payment institution. If a decision on bankruptcy of a payment institution was given, a special insolvency administrator is obligated to provide clients with pecuniary means which were entrusted to a payment institution for purpose of a payment transaction.
8. Protection of client's property in case of bankruptcy of a bank managing a separate bank account of a payment institution. Pecuniary means of clients registered on a separate bank account of CYRRUS FX are a receivable from deposit with a special regime, according to § 41f, Act no. 21/1992 Coll., on Banks. CYRRUS FX met its legal duty according to § 41f, section 2, Act on Banks, and notified banks, where its separate bank accounts are conducted, in writing of the fact that separate bank accounts contain pecuniary means representing a receivable of more persons. In case of bank bankruptcy, compensation of receivable from deposit with a special regime is provided to clients of CYRRUS FX in the same amount in which it would be provided if each client had pecuniary means on his own bank account. In case of bankruptcy of a bank, where a separate bank account of a

payment institution is conducted, each client of CYRRUS FX receives financial settlement from the Deposit Insurance Fund in the amount of financial means registered on a separate bank account, the maximum is however the amount of EUR 100.000.

9. Correcting settlement: CYRRUS FX restores the debited payment account to the state in which it would have been had the defective payment transaction not taken place. The complaint may be filed within three months of the occurrence of the error.
10. CYRRUS FX shall inform the Client in case of suspicion of unauthorized or fraudulent use of the payment instrument through e-mail communication or publication of information on the internet.
11. If CYRRUS FX does not account for the payment transaction in Czech currency or has not use the Bank in accordance with the Client's order and has caused an incorrect execution of the payment transaction, the Bank conducting the account of the unauthorized beneficiary shall be liable to CYRRUS FX, write off an incorrectly charged amount from this account and issue it to CYRRUS FX to correct an incorrectly executed payment transaction in accordance with the law governing the payment system, and the bank is entitled to enter the account of the unauthorized beneficiary in the state in which it would be if the wrong payment transaction did not occur ("corrective clearance"). The complaint may be filed with the bank within 3 months from the date of the error that led to the incorrect execution of the payment transaction.
12. Protection of client assets in case of bankruptcy of the bank leading the separate account of the payment institution. Cash funds of clients registered in the CYRRUS FX account are, according to § 41f of Act No. 21/1992 Coll., On banks, a receivable from a deposit with a special regime. Company has fulfilled its legal obligation under section 41f (2) of the Act on Banks and Banks, where it has kept separate payment accounts in writing, that in separate accounts there are registered funds representing a receivable of several persons. In the event of bank failure, CYRRUS FX's clients will be reimbursed for the CYRRUS FX client's claim for a special-purpose deposit in the same amount as would be granted if each of the clients had funds recorded on their own account. Each client of CYRRUS FX will, in the event of bankruptcy of a bank where a separate payment institution's account is kept, receive a deposit from the Deposit Insurance Fund in the amount of funds registered on a separate payment account, up to a maximum of EUR 100.000.

VII. Claims and complaints

1. In case that the client is convinced that CYRRUS FX didn't meet properly its liabilities arising from the Contract, he is entitled to lodge a claim/complaint at CYRRUS FX. The client is obligated to lodge a claim/complaint before he takes any other measures in terms of services which are subjects of a claim/complaint. A claim/complaint has to be in writing and include client's signature and identification data, at least his name, surname, permanent address and contact address as regards physical entities, and name, IN, registered office, contact address and name and surname of persons authorized to act on behalf of the company as regards corporate entities. To settle a claim properly and on time, is has to be clear what its subject is (e.g. type and number of a transaction, act of a particular employee, etc.). The client delivers a claim/complaint to CYRRUS FX without undue delay in writing to the address of CYRRUS FX or to the email address fxdealing@cyrrus.cz. At the request, CYRRUS FX issues a confirmation of takeover of a claim/complaint for the client.
2. Claims/complaints are settled by managers of departments of CYRRUS FX, who are affected by the claim/complaint. The client is obligated to provide CYRRUS FX with necessary cooperation when settling the claim. CYRRUS FX is obligated to settle client's claim/complaint within 15 working days after its delivery. If an obstacle independent of will of CYRRUS FX obstructs dealing with claim / complaint within 15 working days, CYRRUS FX is obliged to inform the Client about the obstacle and settles a claim / complaint within 35 working days. CYRRUS FX is obliged to send the client a written statement of the way of settlement during this period. CYRRUS FX keeps a list of claims/complaints..
3. The client has a possibility to appeal with his complaint of the way of services providing to a supervisory authority of CYRRUS FX, the Czech National Bank, registered office in Na Příkopě 28, 115 03 Praha 1, www.cnb.cz. 4. The client has a possibility to appeal with his complaint of the way of providing payment services to a financial arbiter, registered office in Legerova 1581/69, 110 00 Praha 1, www.finarbirt.cz, who is entitled to extrajudicial settlement of arguments of the contracting parties, related to payment services.

VIII. Information in contracts for the financial services concluded remotely

1. The provisions of this Article shall apply only if the customer is a consumer under the Act No. 89/2012 Coll., The Civil Code (hereinafter referred to as "CC").
2. If CYRRUS FX enters into a contract for financial services using distance communication means that allow the conclusion of a contract without the simultaneous physical presence of the CYRRUS FX representative and the client, CYRRUS FX is obliged to comply with the obligations under Section 1841 et seq. CC.
3. Remote communication means for individual negotiation will be used only if the client has not rejected their use. Remote means of communication are, in particular, the internet (web sites), e-mail messages, data mailboxes and letter postal services.
4. From a distance contract for financial services, the client has the right to withdraw without giving any reason and without any sanction within 14 days from the date of the conclusion of the contract or from the date when the information was submitted to him under the trade mark if the day after the conclusion of the contract. If CYRRUS FX provides the client with a misleading statement, the client has the right to withdraw from the distance service financial contract within 3 months from the day he or she learns or learns of it.
5. The Client does not have the right to withdraw from the financial services provided, the price of which depends on the price movements in the financial markets that CYRRUS FX cannot influence, such as services related to investment instruments and

foreign exchange values. The right of withdrawal does not extend to contracts that have been fully met by both parties at client's request (instruction) prior to the client's right of withdrawal.

6. The Client shall exercise his / her right of withdrawal by communicating in a provable form to the address of CYRRUS FX or to the address communicated to him / her in communication with CYRRUS FX; the period for the exercise of the right of withdrawal shall be maintained if the notice has been sent in writing before the expiry of that period. If a client withdraws from a distance-based financial service contract, CYRRUS FX may demand payment of the price only for the service actually provided (proportional). However, CYRRUS FX will not demand payment for the provided service if it commenced performing the distance contract before the expiration of the withdrawal period without the client's consent or if the client did not inform the price under the previous sentence.
7. The use of distance communication means does not affect the level of the final price of services. No deposit is required before the financial services contract is concluded.
8. A contract with CYRRUS FX may be terminated by agreement or termination by any of the parties pursuant to Article IX, unless otherwise agreed individually with the Client.
9. The Client has the right at any time during the duration of the Contractual Relationship to receive any requested part of the contractual documentation or other documents in electronic or paper form. The Client has the right to change the way of distance communication, unless this is inconsistent with the nature of the services provided and the concluded contract.
10. Financial Services Contracts and any disputes arising therefrom are governed by Czech law. In order to resolve any disputes, the Czech District or Regional Courts are competent to locate the place of residence of the defendant.

IX. Provisions against money laundering and terrorist financing, FATCA, GATCA

1. CYRRUS FX is obliged to comply with the laws of the Czech Republic concerning provisions against money laundering and terrorist financing. In this context, CYRRUS FX is required to request from the client the information required by law. Failure to provide the required information may result in the conclusion of a contract or termination of the contract by CYRRUS FX.
2. By signing the contract, client declares that he is not a politically exposed person, is the owner of the funds that will be used to provide the service, the funds do not originate from crime and terrorist financing and have been acquired in accordance with the law, the provision of services will not be used for money laundering and terrorist financing.
3. By signing the contract, client declares that he is neither an American citizen nor an American tax resident under the FATCA Agreement between the Czech Republic and the United States on Improving Tax Compliance.
4. By signing the contract, client declares that he / she has read the Company Information document concerning CRS and FATCA published on the CYRRUS FX website in the Downloads section and understands the content of this document.

X. General and final provisions

1. CYRRUS FX is entitled to reject providing of a particular service, mainly making a deal, if the contracting parties don't agree upon all terms of its providing or if the client doesn't provide CYRRUS FX properly and on time with all information and documents necessary for proper providing of a service or if it is stipulated by legislation.
2. The client by signing the framework contract hereby declares and agrees that CYRRUS FX handed the wording of the framework agreement and the GBT well in advance of the signing of the framework contract to satisfy the obligation to provide the client with information pursuant to § 132 et seq. PSA and other pre-contractual information provided by law.
3. CYRRUS FX isn't obligated to accept a document if CYRRUS FX doubts about its originality, completeness or accuracy and considers it as necessary for proper providing of a required service and in such a case CYRRUS FX is entitled to ask the client to provide further information and documents which CYRRUS FX considers as necessary to prove originality, completeness or accuracy of the information or document in question.
4. CYRRUS FX is entitled to require verification of client's signature on all contractual documents or documents for transactions.
5. CYRRUS FX shall make only such transactions and realize such client's requests which are complete, correct, definite, understandable and made in compliance with terms set by the Contract, GBT and PSA.
6. The client isn't entitled to assign, stop or encumber receivables from CYRRUS FX in another way.
7. Non-usage of any right arising from this contract or transaction or default in utilization of such a right by any contracting party won't be interpreted as a waiver of such a right.
8. CYRRUS FX is entitled to ask providing of an appropriate security or additional security of its receivables from the client, also during the period of providing a service. If such a security or additional security isn't provided, it is considered as a fundamental infringement of the contract by the client and in this case CYRRUS FX has a right to terminate providing of any service, mainly to withdraw from a transaction or from the Contract.
9. All communication between CYRRUS FX and the client is in the Czech language or if agreed with CYRRUS FX, it is in the English language. In the selected language, the Contract, GBT and other important information will be provided to the Client.
10. CYRRUS FX is entitled to withhold taxes from payments made based on the contract, according to valid legislation. If the client is affected by contracts for the abolition of double taxation, the client is obligated to advise CYRRUS FX of this fact when agreeing upon a transaction.
11. Persons who were authorized by the client in the Contract are entitled to make transactions, use other services set by the contract and sign confirmations on client's behalf and at his expense and within the scope and in the way mentioned in the Contract.

These persons are entitled to act individually if not agreed otherwise. These persons aren't entitled to change, complete or cancel the contract if they aren't entitled to it based on the special power of attorney granted by the client.

12. If the client doesn't claim any data mentioned in documents of CYRRUS FX without undue delay after their receipt, it is considered that the client agrees with all data mentioned in documents.
13. Cancellation of a transaction or payment order at client's instance has to be handed over to CYRRUS FX personally or sent in writing per email to the address fxdealing@cyrrus.cz. Cancellation can't be made after a phone agreement upon a transaction.
14. Payer's request to refund eventually the sum of an authorized payment transaction at recipient's instance follows § 176, PSA.
15. If not mentioned expressly otherwise in the contract or if not agreed between the contracting parties, it is possible to agree upon providing of a service or to provide a service, mainly to make a transaction, exclusively on working days during the time from 8:30 to 16:30, the time valid in the territory of the Czech Republic. The moment close to the end of working hours is 16:15.
16. The client is entitled to gain from CYRRUS FX the content of a Contract and other information mentioned in PSA, based on his written (email) request. After receiving the request, CYRRUS FX sends a copy of the Contract, GBT and the Pricelist, eventually other information required by the client, to client's email address without undue delay.
17. In case there is a market disorder or another event considered as force majeure and having an influence on fulfilment under the contract or on an already made transaction and it isn't possible to meet conditions of a transaction, the contracting parties are obligated to agree in good will either upon termination of a transaction and refund of eventual fulfilment affected by a market disorder or by an event considered as force majeure, or upon continuation of this transaction under terms possible after removal of obstructions of force majeure or a market disorder.
18. CYRRUS FX is entitled to change unilaterally GBT, mainly in connection with changes of legislation, implementation of new services, change of the way of services providing, etc. In such a case CYRRUS FX shall call Client's attention to a change of GBT via an email message sent to Client's email address mentioned in the heading of a general contract. This message shall contain the text of new GBT. CYRRUS FX shall call Client's attention also on websites of CYRRUS FX in advance, at least 2 months before new GBT become effective. Correction of mistakes isn't considered as a change. The client undertakes to get acquainted with a new text of GBT. If the client doesn't notify CYRRUS FX of his disagreement with suggested changes of GBT in writing at least one day before a suggested change becomes effective, it is applied that changes announced in this way are binding for the client as of the day of their publishing on websites. If the client rejects a proposal of the CYRRUS FX to change the Contract, he has a right to denounce the Contract for free and with an immediate effect before the day when GBT should become effective.
19. GBT were approved by the board of directors of CYRRUS FX. These GBT are valid and effective from **1st September 2019** till cancellation; for current clients, they are effective since the date of conclusion of the contract.