

# CORPORATE CLIENT AGREEMENT

## 1. Interpretations and Definitions

In these Conditions, the following words and expressions shall have the following meanings:

**Abnormal market Conditions:** include but not limited to times of rapid price fluctuations of the price, rises or falls in one trading session to such an extent that, under the rules of the relevant exchange, trading is suspended or restricted, or there is lack of liquidity, or this may occur at the opening of trading sessions;

**Account** shall mean the trading account that Client holds with the Company, designated with a unique account number and used for the purpose of the Client's trades;

**Account Statement** shall mean a periodic statement of the transactions credited or debited to an Account;

**Agreement** shall mean this Client Agreement, with any appendices, notices, and includes the Risk Disclosure Statement and Policy, Execution Policy, Conflict of Interest Policy, and any other policy which is provided to you by us or notified to you as appearing on our website or platform, and as periodically amended by us;

**Applicable law and/or Regulations** shall mean the Mauritius rules or rules of the relevant market, and all other applicable rules, laws and regulations of Mauritius;

**Business day** shall mean any day which is not Saturday, Sunday or a bank holiday in Mauritius or any other holiday which will be announced on the Company's Website;

**Client** shall mean the natural person, or a legal entity accepted by the Company as its client to whom services and/or products will be provided by the Company as per the client agreement, and any appendices;

**Client money:** means money deposited by the Client in his/her/its Trading Account(s), plus or minus any unrealized or realized profit or loss, plus or minus any amount that is due by the Client to the Company and vice versa;

**Company** shall mean KRX TRADE LTD., incorporate in Mauritius with Company no C197901;

**Contract for Difference (CFD)** shall mean the Financial Instrument which is a contract between the parties (described as "buyer" and "seller"), stipulating that the seller will pay to the buyer the difference between the current value of an Underlying Asset and its value at a future time; if the difference is negative, then the buyer pays instead to the seller. The contract for difference refers to the variations in the price of the underlying assets.

**Counterparty(ies)** shall mean banks and/or brokers through whom the Company may cover its transactions with Clients;

**Currency Pair** shall mean the object or Underlying Asset of an FX Contract based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency

**Currency/ CFD Spreads** means the difference between the Ask and the Bid prices of an Underlying in a Financial Instrument at that same moment;

**Contract:** means any contract, whether oral or written, for the purchase or sale of any currency or other transaction relating thereto, entered by the Company with the Client.

**Derivative:** includes futures and options contracts on securities, indices, interest or other rates, currency, futures, or commodities;

**Discretionary Account** means an account where the Client has given authority to another person(s) to trade the account;

**Execution:** means the execution/completion of client's orders on the Company's trading platform, where the Company acts as the Execution Venue to Client's transactions;

**Equity:** means the balance plus or minus any profit or loss that derives from any open positions;

**Information:** means any information that we receive from you or otherwise obtain which relates to you, your Account or our provision or your use of the Services;

**Leverage:** A ratio in respect of Transaction Size and Initial Margin. For example, 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size;

**Margin:** means the required funds available in a Trading Account for the purpose of opening and maintaining an Open Position;

**FX Contract or Forex** means the type of CFD where the Underlying Asset is a Currency Paid and is considered as a short form of foreign exchange.

**Services** means the services to be provided by the Company under this Agreement;

**Spread:** means the difference between the Ask Price and the Bid Price of a financial instrument and/or an Underlying Asset in a financial instrument, at the same moment;

**Segregated accounts:** are accounts which hold funds of the Client(s) separately from the funds of the Company, in and for the interest of the Clients. Segregated accounts may be made available in the following currencies, such as but not limited to the Mauritian Rupee, United States Dollar, Euro and Pound Sterling bank account(s) that we maintain for the purposes of receiving, holding and disbursing client money, including client money of other clients of the Company. The Company takes proactive measures in selecting the banks/providers in which funds of Client will be held and to safeguard such funds;

**Trading Platform** shall mean any online trading platform made available by the Company;

**Website:** means .....or any other website that may be maintained and/or operated by the company from time to time;

## **2. Introduction**

(a) This client agreement ("the agreement") is executed between KRX TRADE LTD. ("SCML", "the

Company”, “We”, “us”) and the undersigned in the client acknowledgment of this agreement on the date indicated thereto. Collectively the Client and the Company are herein referred to as “the Parties” and individually as the “Party”;

- (b)** With this Agreement, and successful account opening, the Company agrees to open and maintain for the Client, one or more account(s) and to act as principal or agent for the reception, transmission, execution and/or clearance of the Client’s order(s) and/or request(s) for transactions, which relate to the purchase/sale of financial instruments/products, including but not limited to contracts for differences, denominated `instruments , options, commodities, and any other financial transaction(s);
- (c)** By accepting this Agreement, the Client hereby agrees and confirms that Client has read, understood, and accepted the provisions within this agreement, including any supplementary documentation, and policies as displayed on the Company’s website;
- (d)** The Company, its directors, its employees, and any other representative(s), do not offer investment advice, portfolio management, legal, tax or any other advice to the Client. The Client shall make its own assessment of any transaction(s) prior to entering into any such transaction(s). If the Client is unsure whether Client should proceed with the Agreement and/or any transaction(s) it is at the Client’s sole discretion and responsibility to seek independent advice.

### **3. General Client Acknowledgements**

The client agrees and acknowledge that:

- (a)** The Company is authorised to execute client orders as principal or agent as it subsequently confirms to clients;
- (b)** The company may act as principal or agent and quote the client’s bid and ask price;
- (c)** The Company shall not trade as principal in securities listed or trade on a securities exchange;
- (d)** The Company shall act as agent when trading in securities listed or trade on a securities exchange;
- (e)** The Company shall act only as principal when trading in Contract for Differences (CFDs) only;
- (f)** When dealing as Principal, the company will disclose to the client by giving notices to the client, through emails.

### **4. Commencement**

- (a)** The Agreement shall commence on the date on which the Client receives notice of successful account opening, and shall continue with full force and effect, unless or until it is terminated;
- (b)** The Company reserves the right at its absolute discretion to accept or reject the Client subject to all documentation provided to the Company, accurately and fully completed by the Client;
- (c)** The Company has the right to request a minimum initial deposit to allow the Client to start using the platform for Client’s trading activities. The Company also has a right to request the Client to fulfill necessary margin requirements (to make margin calls), as unilaterally determined by the Company,

and the Client is obliged to deposit the requested amount in one day, unless other term is contained in a Company's notice. In case of the Client's non-compliance with the provisions hereof the Company shall be entitled to terminate or suspend the services and access to the Company's software until the Client completes the requirements.

## **5. Services**

**5.1** The Company offers and provides to the Client the Services as follows:

- (a)** The Company will maintain one or more accounts in the Client's name and will provide the Client with services in relation to CFDs & Derivatives where the underlying investments or products include, but are not limited to, foreign exchange contracts, metals, equity indices and commodities;
- (b)** The Parties hereby confirm that detailed description of the Services and order of their execution shall be agreed in a specification to the present Agreement;
- (c)** Nothing above restricts the Company to hedge the Client's positions wholly or in part via third parties.
- (d)** The Company will take reasonable steps to ensure that the Client understands the nature of the risks involved related to the different types of investment/products. The client shall acknowledge itself with all online documents of the Company considering risks involved in the Company's services/products, including risk warnings, risk statements or risk disclosures, as applicable.
- (e)** The Company shall issue to the Client a confirmation of the executed trade within one working day from the time of execution;
- (f)** The Company shall issue a monthly statement of account for all transactions. The Client understands that Client has access to history of trading activities and account balances and may contact the Company at any time with written request;
- (g)** The Company shall at all times ensure that its relevant officers and employees have an appropriate level of training and knowledge related to the products and services and to enable explanation of risks to Clients;
- (h)** The Client understands that Client is required to fund the account(s) before any trading can take place. Each deposit and withdrawal of funds is subject to monitoring and record keeping. When the Client request's withdrawal of funds, such request is made to the Company in writing;
- (i)** The Company is entitled to execute the transaction notwithstanding that a transaction may not be suitable for the Client. The Company is under no obligation, (unless otherwise agreed in writing or required by law) to monitor or advise the Client on the status of any transaction, , or to close out any of the client's open positions;
- (j)** The Company has the right to request from the Client for information about the Client's knowledge and experience in the investment field so it may assess whether the service(s) or product(s) is appropriate for the Client. If the Client elects not to provide such information to the Company or if the Client provides insufficient/false information, the Company shall not be able to determine whether the service or product is appropriate for the Client. The Company shall assume that information about Client's knowledge and experience provided is accurate and the Company shall

have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate unless the Client has informed the Company of such changes.

## **6. Margin Requirement**

- (a)** The Client shall provide and maintain the Initial Margin in such limits as the Company, at its sole discretion, may require from time to time under the Agreements. Such sums of money shall only be paid to the Company's bank account in the form of cleared funds. It is the Client's responsibility to ensure that the Client understands how a margin is calculated.
- (b)** The Client shall pay the Initial Margin at the moment of opening a position. The amount of Initial Margin for each Instrument is defined in the Contract Specifications.
- (c)** If no Force Majeure Event has occurred, the Company is entitled to change margin requirements, giving to the Client 3 (three) Business Days Written Notice prior to these amendments.
- (d)** The Company is entitled to change margin requirements without prior Written Notice in the case of Force Majeure Event.
- (e)** The Company is entitled to close the Client's Open Positions without the consent of the Client or any prior Written Notice if the Equity is less than a certain rate depending on the account type as stipulated on the Website.
- (f)** It is the Client's responsibility to notify the Company as soon as the Client believes that the Client will be unable to meet a margin payment when due.

## **7. Payments**

- (a)** The Client may deposit funds to the Trading Account at any time.
- (b)** If the Client gives an instruction to withdraw funds from the Trading Account, The Company shall pay the specified amount on the same day that the request to withdraw funds was made, or the next working day if the Client's request is received outside of normal trading hours. If the following requirements are met:
  - 1. the withdrawal instruction includes all necessary information;
  - 2. the instruction is to make a bank transfer to the account of the Client (under no circumstances will payments to third party or anonymous accounts be accepted);
  - 3. at the moment of payment, the Client's Free Margin exceeds the amount specified in the withdrawal instruction including all payment charges.
- (c)** The Client acknowledges and accepts that the expected destination of outgoing transfers/payments will be the same as with the expected destination of incoming of funds. The Client will not be allowed to withdraw his funds by any other method, or to any other country, apart from his/her country of origin.
- (d)** The Client may withdraw any of his/her profits that exceed the amount deposited from the specific destination of incoming of funds, from a bank account that belongs to him/her, provided that all the necessary evidence is submitted to the Company.
- (e)** The Company shall debit the Client's Trading Account for all payment charges. In the event that the Client instructs the Company to close the Client's Trading Account, the net amount payable to the

Client shall be the balance amount less any and all bank charges provided the balance amount is greater than the bank charges; if not, then the Client agrees he will not receive any amount and the account will be closed without any further transfer of funds taking place.

- (f) If the Client has an obligation to pay any amount to the Company which exceeds the Equity on the Trading Account, the Client shall pay the amount representing the excess within 2 working days of the obligation arising.
- (g) The Company does not ensure that the trading losses will not exceed the total available funds per Clients' trading account(s).
- (h) All incoming payments shall be credited to the Client's Trading Account no later than one (1) Business Day after funds are cleared by the Company's bank.

## **8. Communications & Notifications**

- (a) The Client shall provide instructions and request(s) via the Client terminal/Client platform. For the purposes of communication regarding other issues the Client may also use the registered e- mail, Phone number or live chat.
- (b) Any written notice given under this Agreement may be made via the platform, internal mail, email, facsimile transmission, and/or registered mail.
- (c) All contact details provided by the Client, e.g., address, email address or fax number as indicated on the Client account application or to such other last known address as provided by the Client in writing to the Company, shall be used as applicable. The Client agrees to accept any notices or messages from the Company at any time.
- (d) The Client must inform the Company on any changes connected with the post address or other registered information immediately by e-mailing us at: .....
- (e) Any such written notice shall be deemed to have been served within Business hours:
  - 1.If sent by email - within four hours after having emailed it;
  - 2.If sent by the platform internal mail - within four hours after sending it;
  - 3.If sent by post - seven calendar days after posting it;
  - 4.If posted on the company news webpage - within four hours after it has been posted.
- (f) Confirmation of transactions, balances, equity, order/requests, margin calls, etc., either through statements of accounts or through online platform shall be binding on the Client for all purposes, unless the Client calls any error, in writing to the Company. None of the provisions herein will prevent the Company from correction of any error upon its discovery, in such event the account will be credited or debited so that account(s) is in the same position the account(s) would have been if the error not occurred. Whenever a correction is made, the Company will promptly make written and/or oral notification to the Client.
- (g) Reports of confirmation of orders and statements of accounts for Client shall be deemed correct and conclusive and binding upon the Client if not objected to immediately upon receipt and confirmed in writing within one (1) business day after the execution of the Client's order. The Company provides the Client will access to view the Client's account at any time online. Failure to object shall be deemed ratification of all actions taken by the Company or the Company's agents, if so applicable.

The Client's failure to receive a trade confirmation shall not relieve Client of the obligation to object as set out herein.

- (h) The Client agrees and understands that it is the Client's responsibility to send written notice of any change of personal details to the Company promptly.

#### **9. Commission, charges, and other costs**

- (a) The Client shall be obliged to pay the Company the commissions, charges and other costs set out in the Contracts Specifications. The Company shall display all current commissions, charges and other costs on its Website.
- (b) The Company may vary commissions, charges and other costs from time to time without prior Written Notice to the Client. All changes in commissions, charges and other costs will be duly informed to the client.
- (c) The Client is hereby informed that in the event where the Client has been introduced to the Company by a Partner (Introducer and/or Affiliate) of the Company Partners (Pinnacle Services Ltd) and/or of the Company and/or any third party, the Company may pay a fee and/or commission to the Company Partners and/or the Partner directly, for services rendered calculated on the basis of the volume traded by the Client and/or otherwise and/or on the basis of the agreement concluded between the two parties. Upon request from the Client, the Company shall disclose further details.
- (d) The Client accepts to be notified if the Company pays commissions/fees to any third party who introduced him or who acts on the Client's behalf.
- (e) The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the Transactions.
- (f) The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.
- (g) Any commissions or fees which the Company receives or pays will be affected according to the provisions of Applicable Regulations.

#### **10. Leverage**

- (a) The Client agrees and acknowledges that marginal trading is based on the leverage applied on the Client's trading accounts. The higher leverage, the higher the level of risk and the higher the possibility of a profitable return or bigger loss. For more information, please refer to the website of the Company, trading conditions, and best execution policy.
- (b) The leverage is subject to changes. The Company reserves the right to modify the Client's leverage settings at any time by notifying the Clients about such changes.

#### **11. Client Money & Safeguarding of Client Financial Instruments**



- (a) The Company segregates Client's money from its own funds and holds it in accordance with applicable laws and regulations. The Company will take all necessary measures in order to ensure that Client's money is deposited with a bank which are identifiable separately from the funds belonging to the Company held in corporate accounts, by means of differently titled accounts on the books of the bank(s) and/or other equivalent measures that achieve the same level of protection.
- (b) On receiving Client's funds, these funds will be placed into accounts denoted as "Clients Accounts" and the same principle applies for payment processing companies.
- (c) The client funds with the Company do not form part of the assets of the Company for the purposes of the law relating to insolvency.
- (d) The client funds deposited with the Company shall be placed with the appointed liquidity providers of the company only upon opening of trades by the client(s).
- (e) The legal and regulatory regime applying to any such bank(s) or payment processing company in any other jurisdiction may be different from the legal and regulatory regime in Mauritius, and in the event of the insolvency or any other analogous proceedings in relation to that bank and/ or payment processing company, the Client's money may be treated differently from the treatment which would apply if the money was held with a bank in an account in Mauritius, or from any other jurisdiction, accordingly.
- (f) The Company may hold Client money and the money of other Clients in the same bank account which is also known as an omnibus account (a single account combining all of the Company's Clients' funds). The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this clause or for any loss suffered as a result of any shortfall in omnibus account.
- (g) The Company on its own discretion may pay an interest on the client deposit annually on the surplus balance that is termed as non-usable margin against any open trading positions of the Client and the client deposits that are not traded.
- (h) The Client understands that the Company will promptly place segregated funds held on the Client's behalf into "segregated accounts", known as "client accounts". The Client also understands and agrees that the Company may hold segregated funds on the Client's behalf outside of Mauritius or pass money held on the Client's behalf to intermediate brokers, settlement agent(s) or OTC counterparty located outside of Mauritius. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this Agreement.
- (i) The Company keeps and maintains books and accounting records of the Client money held on behalf of its clients. The Company will perform reconciliations of records and segregated funds with the records and accounts of the money the Company holds in segregated accounts on a daily basis, and any required transfer to or from the segregated account will take place by the close of business on the day that the reconciliation is performed. The Company reserves the right to carry out such reconciliations and transfers more frequently, should the Company consider that it is necessary for the Company's protection or for the interest of the Client.
- (j) The Company takes all steps in selecting reputable credit and/or financial institutions for the holding of Client money, and as such the Client understands and agrees that the Company shall not be held liable or have any further obligation in the event that such credit or financial institution where the segregated funds are held, defaults in its obligations with respect to the segregated funds.



- (k) In order to deal or effect transactions for the Client's Account, the Company may at its sole discretion deposit the client funds with an intermediate broker, credit institution or bank.
- (l) The Company may maintain merchant accounts on its name with payment service providers, used to settle payment transactions of its clients, however it is understood by the Client and agreed that such merchant accounts are not used for the safekeeping of Client money, but for purposes of settlements of payment transactions. It is further understood that such payment service providers normally keep the percentage of the deposit as a rolling reserve, it should be noted that this will not affect the balance of the Client's trading account as held with the Company.
- (m) When transferring funds to the Company's accounts, the Client is obligated to take into account the requirements and restrictions provided for by existing legislation and any other legal acts of the countries under the jurisdiction of which the transfer is made.
- (n) The transfer of funds to the Client's trading account is made in the currency of the trading account specified for the transfer regardless of which currency is used for the transfer. If the currency of the transfer is different from the currency of the trading account(s), the sum being transferred will be converted into the currency of the trading account(s) using the Company internal exchange rate on the day the payment is posted to the Company's account.
- (o) The provisions in this Agreement related to Client money are subject to terms and conditions of the banks and credit institutions/institutions with which such funds are held and through which such funds are transferred.
- (p) The Client acknowledges and accepts that the Client's funds may be held with the funds of other Client's in a pooled bank account, and segregated from the Company's own funds, consequently in case of default of the credit institution or other institution, which may cause shortfall in the funds held in the pooled bank account, the Client may share proportionately in that shortfall.
- (q) The Company exercises all due skill, care and diligence in the selection, appointment and periodic review of third parties, including its payment service providers and the safekeeping of Client's financial instruments and/or funds.
- (r) The Client authorizes the Company to make deposits and/or withdrawals from the credit institution and/or financial institution and/or any other third-party service provider, on the Client's behalf, withdrawals for settlement of all transactions and all amounts payable by and/or on behalf of the Client to the Company or to any other third party service provider.
- (s) The Company undertakes that when maintaining merchant accounts for the clearing/settlement of payment transactions with payment service providers, the Company exercises due skill, care and diligence in the selection, appointment of such payment service providers and to perform periodic review(s) on such provider(s) and to ensure that the services are provided whilst maintaining the level of safety of client funds and financial instruments.
- (t) The Company may place on the website a list of the names of payment service providers for the Client's ease of reference. The Client furthermore confirms understanding that in the event funds are held by a payment service provider in the EU, such will be regulated in accordance with EU and the Client furthermore accepts and agrees that in the event of any default of third party provider, custodian or any loss or damage that Client may incur, the Client should follow the relevant process in order to submit claims, and Client indemnifies the Company from the actions and/or omissions of

any third party provider and/or custodian.

- (u) The Company carries out proper record keeping and books, with reconciliation and internal and external audits are undertaken for control and transparency.
- (v) The Client understands and agrees that in the event of the Company's insolvency, action may be taken by relevant authority, which may have the power to take over the Clients' assets and/or funds from the control of the Company and where there is evidence that the Company may fail or is unable to meet its obligations relating to the Clients' assets and/or funds from its own funds, in this way the protection is afforded through segregation of funds. The Client understands that legislative or other recognition of obligations to Clients funds held by insolvent entity may be treated from other obligations of the entity, for example, the provision of compensation to Clients. The effectiveness of a particular technique may differ depending on the type of asset concerned and the insolvency legislation of the jurisdiction in which asset/funds are held. Some mechanisms that may be used is where Clients may be afforded a "preferential status" as "creditors" which require Client's assets to be held in such a way that they do not become the property of the insolvent entity and are not assets of the Company and should not be used to meet the obligations of the insolvent firm.
- (w) In the event of insolvency or any other analogous proceedings in relation to a financial or credit institution, including payment processing company, where Client's funds are held, the Company (on behalf of the client) and/or the Client may only have an unsecured claim against the financial or credit institution or payment processing company, and the Client may be exposed to the risk that the money received by the Company from the financial or credit institution, or payment processing company is insufficient to satisfy the claims of the Client with claims in respect of the account. The Company does not accept any liability or responsibility for any resulting losses so in the unlikely event of default the proportionate loss shall affect all of the Company's Clients monies held, for example, if in omnibus accounts, with financial or credit institution(s).
- (x) The Client agrees that the Company shall not be liable for any default of any counterparty, bank, payment processing company, custodian or other entity which holds money on Client's behalf and/or through which transactions may be conducted. The Company will not be liable for loss suffered by Client in connection to funds held by Company unless such loss directly arises from our gross negligence, willful default or fraud.
- (y) The Client understands that when money is transferred to the trading account(s) held with us, the time for the funds to be displayed on your account(s) depends on the method used for transferring such funds. Deposits and withdrawals of funds can only be made to and from accounts in the Client's name.
- (z) The Client confirms that funds transferred by the Client to the Company's accounts are of legal origin, the Client owns the funds legally and has the right to use the funds. The Client will not replenish the accounts of third parties' clients or withdraw funds from the Client's account to bank accounts or e-wallets of third parties.

## **12. Representations and Warranties**

- (a) The Client represents and warrants to the Company, and agrees that each such representation and warranty is deemed repeated each time the Client gives an Instruction or Request by reference to the circumstances prevailing at such time, that:

1. the information provided by the Client to the Company in the "Complete your Profile" Form and the Agreements and/or any subsequent form and/or document provided at the time of registration, and at any time thereafter is true, valid, authentic, accurate and complete in all material respects;
2. the Client has read and fully understood the terms of the Agreements including the Risk Disclosure;
3. the Client is duly authorized to enter into the Agreements, to give Orders, Instructions, and requests and to perform its obligations thereunder;
4. the Client is a legal entity, is duly and lawfully registered and existing under the laws of the jurisdiction of its incorporation;
5. all actions performed under the Agreements shall not violate the applicable regulations or any law, ordinance, charter, by-law, or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets are affected;
6. the Client consents to the provision of the information of the Agreements by means of the Website and/or any other means which the Company chooses at its sole discretion;
7. the Client confirms that they have regular access to the internet and consents the Company provides him/her with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, the Operative Agreements, Policies and information about the nature and risks of investments by posting such information on the Company's Website;
8. the Client funds, which the Client may deposit with the Company in accordance with the terms of this Agreement are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
9. the Client funds, which the Client may deposit with the Company in accordance with the terms of this Agreement, are owned by the Client and are free of any lien, charge, pledge, or other encumbrance or claim by any third party;
10. the Client has chosen the particular type of services, considering their total financial circumstances into consideration which they consider reasonable under such circumstances;
11. the Client hereby confirms that if any of its promoters, directors or officers becomes a Politically Exposed Person at any stage during the course of this client agreement, the company will be duly notified and declared;
12. The Client hereby represents that the purpose of their transaction with the Company is one or more of the following:
  - Speculative;
  - Hedging;
  - Investments;
  - Intraday Trading;
  - Manage Risk.

In the event where the purpose is other than the above, or at any stage during the course of this Agreement the purpose changes, the Client undertakes the strict obligation to notify the Company.

- (b) The Client shall be under an ongoing obligation to inform the Company if the Client's tax status changes.
- (c) If the Client is an employee or contractor of a financial services firm or any other firm that has controls over the financial transactions in which its employees and contractors deal, the Client will give the Company proper notice of this and of any restrictions that apply to Clients' dealing.
- (d) The Client will not use the prices the Company makes available to the Client for any purpose other than for their own trading purposes, and the Client agrees not to redistribute the prices the Company makes available to the Client to any other person whether such redistribution be for commercial or other purposes.
- (e) The Client will use the services offered by the Company pursuant to this Client Agreement in good

faith and, to this end, the Client will not use any electronic device, software, algorithm, or any trading strategy or any arbitrage practices (such as but not limited to latency abuse, price manipulation or time manipulation) that aims to manipulate or take unfair advantage of the way in which the Company makes available bid or offer prices. In addition, the Client agrees that using any device, software, algorithm, strategy, or practice in his dealings with the Company whereby the Client is not subject to any downside market risk will be evidence that the Client is taking unfair advantage of the Company.

- (f) If a situation arises that is not covered under this Agreement, the Company shall aim to resolve the matter and/or handle the situation on the basis of good faith, and where applicable, in accordance with market practice; in such a situation, the Client agrees to provide any information and/or documentation and/or do any such acts, as the Company may request on the basis of good faith, and where applicable in accordance with accepted market practices, in order to respond to such a situation.

### **13. Force Majeure**

- (a) The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case the Company will, in due course, take reasonable steps to inform the Client. A Force Majeure Event includes without limitation:
  - 1. any act, event or occurrence (including, without limitation, any national emergency, strike, riot or civil commotion, , government actions, acts of terrorism, outbreak or threat of war or hostilities, act of god, earthquake, epidemic, accident, fire, flood, storm, breakdown, interruption or malfunction of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs, or any other international calamity, economic or political crisis, or natural disaster which, in the Company's reasonable opinion, prevents the Company from maintaining an orderly market in one or more of the Instruments;
  - 2. the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
  - 3. abnormal Market Conditions; or
  - 4. any event, act, or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default.
- (b) If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Operative Agreements) the Company may without prior Written Notice and at any time, take any of the following steps:
  - 1. increase margin requirements; or
  - 2. close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate; or
  - 3. suspend or freeze or modify the application of any or all terms of the Operative Agreements to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them; or
  - 4. take or omit taking all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients.
  - 5. increase Spreads;
  - 6. decrease Leverage.
- (c) Except as expressly provided in this Client Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Client Agreement where such failure, interruption or delay is

due to a Force Majeure event.

**14. MISCELLANEOUS**

- (a)** The Company has the right to suspend the Client's Trading Account at any time for any good reason (including Abnormal Market Conditions) with or without Written Notice to the Client.
- (b)** The Company reserves the right to suspend, close or unwind any Transaction which has resulted from any miss-configuration, technical error or if the Company suspects any fraud, manipulation, arbitrage or other forms of deceitful or fraudulent activity in a client's account or multiple accounts with the Company or otherwise related or connected to the any and/or all Transactions. Under such circumstances the Company shall be entitled to withdraw any profits and charge any costs which it deems, in its sole discretion, to have been inappropriately gained and shall not be liable for the cancellation of any Transaction or profits or in the event of any damages or losses which may result from the suspension, closure or unwinding.
- (c)** In the event that a situation arises that is not covered under this Agreement, the Company will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- (d)** No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by the Company shall constitute a waiver by the Company of or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under the Operative Agreements or at law.
- (e)** The rights and remedies provided to the Company under the Agreements are cumulative and are not exclusive of any rights or remedies provided by law.
- (f)** In the event of the death or mental incapacity of one of the authorised signatories which form the Client, all funds held by the Company, will be for the benefit and at the order of the survivor Account Holder(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).
- (g)** The Client accepts and understands that the Company's official language is the English language, and the Client should always read and refer to the main website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English in the Company's local websites is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

**15. TERMINATION**

- (a)** Without prejudice to the Company's rights under this Agreement to terminate immediately without prior notice to the Client, Party to this Agreement may terminate this Agreement by giving the other Party a written notice of such termination of thirty (30) days.
- (b)** The Client understands and agrees that the Company may terminate this agreement at any time, by means of written notice to that effect, if the Client is in repeated or serious breach of this agreement, or the company reasonably suspects that the information provided by the

client is false, or there is suspicion that the Client's account is used for illegal purposes, or the Client has behaved in an abusive or threatening manner towards the Company's employees, directors, officers, representatives, or if the Company believes that the Client has changed physical location without notifying the Company of such change, and the Company believes that the activities of the Client's accounts are no longer in accordance with the terms of this agreement, and/or if the Client does not provide updated and true information and/or at the discretion of the Company;

- (c) In the event of insolvency and/or liquidation, the Client shall provide the Company the relevant letters of administration/executorship or any other legal document so that the Company may act in accordance with instructions and/or take relevant action accordingly. The Client acknowledges that the Company will not be held responsible for any kind of losses and/or any charge/costs in the Client's accounts during the period of incapacity or insolvency/liquidation.
- (d) Upon termination of this Agreement, the Company shall be entitled without prior notice to the Client to cease to grant the Client access to the platform.
- (e) Upon termination of this Agreement, all amounts payable by the Client to the Company shall become immediately due and payable including but without limitation, all outstanding fees, charges, and/or commissions, any dealing expenses incurred by terminating this Agreement and/or charges incurred for transferring the Client's investments to any other investment firm, and/or any losses and expenses realized in closing out any transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf.
- (f) Once notice of termination of this Agreement is sent or upon termination, the following shall apply:
  - 1. The Client will have an obligation to close all Open Positions. If Client fails to do so, upon termination, the Company will close any Open Positions at current Quotes;
  - 2. The Company will be entitled to refuse to open new positions for the Client;
  - 3. The Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.
- (g) Upon Termination any or all the following may apply:
  - 1. The Company has the right to combine any Client Account(s) of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances with obligations of the Client towards the Company;
  - 2. The Company has the right to close the Client Account(s);
  - 3. The Company has the right to convert any currency;
  - 4. The Company has the right to close out the Client's Open Positions at current Quotes;
  - 5. In absence of illegal activity or suspected illegal activity of the Client or instructions from the relevant authorities, if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities of the Client towards the Company) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any nominee or/and any custodian to also pay any applicable amounts. Such funds shall be delivered in accordance with the Client's instructions to the Client. It is understood that the Company will affect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to affect third party payments.
- (h) The Company reserves the right at its absolute discretion to suspend the Client's account



without notice, in case of any abuse, or several erroneous requests, or insufficient account funds or any action by the Client that may lead to the detriment of the Company.

**16. Personal Data & Recording**

- (a)** The Company may collect, use, store or otherwise process personal information/data provided by the Client in connection with the provision of the services, and the Company may be subject to relevant data protection laws as applicable from time to time. The Client understands and confirms having read the privacy policy of the Company, which is provided on website and during the account opening process.
- (b)** The Client represents that where Client is a non-physical person providing to Company personal data of any individual or where Client is individual providing the Company with personal data of any individual other than themselves, the Client hereby undertakes and represents that such person, whose personal data is collected, stored, used and processed is in accordance with the provisions contained herewith and such person has been informed of this fact, and has given their consent to such collection, storage, usage and processing of their personal data on the terms contained herein and that they have been informed of their rights in relation to their personal data which is held and processed in accordance with the terms contained herein. The Client acknowledges that the Company relies on the personal data provided in order for Company to carry out the obligations under the applicable law and in accordance with this Agreement;
- (c)** The Company is obliged to supply the Client, upon request, with a copy of personal data which it may hold about the Client (if any), provided that the Client pays the applicable service fee, which is reasonable amount taking into account the amount of time, expenses, and any disbursement incurred by the Company in order to do so.
- (d)** The Client expressly consents to the Company transmitting the client information to any third parties which may require same in order to effectively implement the services or effectively execute any operation arising from this Agreement.
- (e)** It is understood by the Parties that the telephone conversations may be recorded. All instruction(s) and/or request(s) received by the Company will be binding. Any recordings shall be and remain the sole property of the Company and will be accepted by the Client as conclusive evidence of such. The Client agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or governmental authority, if and when such need may arise. Such recordings may assist in evidence to identify and/or prove the existence of insider dealing and/or market manipulation and/or any other activity considered breach of legislative requirement(s).
- (f)** The Client understands and agrees that all communications regarding the Client's account(s), including but not limited to order/requests/transfers may be recorded and the Client consents to such recordings and waives any right to the Company's use of such recordings in any legal proceedings and/or where Company deems appropriate. Copies of such recordings, trading history, and other electronic communications can be made available to the Client, upon written request.
- (g)** The Company will keep all copies of records for a minimum period of (7) seven years.
- (h)** The Client agrees to use the Company's official communication channels to communicate with the Company and that failure to do so may result in holding the Client liable.
- (i)** The Client accepts that the Company and/or the Company's third-party providers in the course of providing services and products and for the purposes of marketing, may from time to time, directly contact the Client by telephone and/or otherwise and the Client agrees to such communications and Client confirms that Client does not consider such communication(s) a breach of any of the Client's rights under any relevant data protection and/or privacy



regulations. The Client may opt out of receiving such communications by sending the Company an e-mail at: .....

- (j) The Client accepts that the Company, for the purpose of complying with FATCA and CRS, shall have the right to request any information and/or documentation reasonably required, and the Client shall be obliged to provide the same to the Company immediately, or at least within reasonable time from date of request. The Client understands and confirms that the Company may be required to disclose information in relation to the Client's tax residency to relevant authorities, and that the Company may at times be obliged to report derivative transactions to a recognized trade repository, where such information may be requested and may be recorded.

## **17. Confidentiality & Waiver**

- (a) The information which the Company holds about the Client is confidential and should not be used for any other purpose other than in connection with the provision of the services and products. Information of a confidential nature shall be treated as such provided that such information is not already in the public domain or in the legal possession of the Company and was not subject to an obligation of confidence or non-disclosure at the moment of its receipt by the Company. The Client understands and agrees that information of a confidential nature shall only be disclosed by the Company to any entity/person, in the following circumstances:
1. In compliance with the Foreign Accounting Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS);
  2. Where required by law or as requested by regulatory and/or enforcement authorities, courts and/or similar bodies which have jurisdiction over the Company;
  3. To investigate or prevent fraud or other illegal activity;
  4. To those members of the Company personnel who require information for the performance of their duties or to any third party in connection with the provision of services to the Client by the Company;
  5. At the Client's request or with the Client's consent;
  6. To the Company's consultants, lawyers, auditors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality;
  7. In any legal proceeding as between the Parties;

## **18. Default**

- (a) The Parties understand and agree that each of the following constitutes, but is not limited to, an "Event of Default":
1. The failure of the Client to provide any initial margin and/or hedged margin, or other amount(s) as required for the performance and/or obligation(s) arising from this Agreement;
  2. The failure of the Client to perform any obligation(s) due to the Company;
  3. The initiation by a third party of proceedings for the Client's bankruptcy or winding-up or for the appointment of an administrator or receiver in respect of the Client or any of the Client's assets, or if the Client makes an arrangement with creditors or any procedure which is similar to any of the above is commenced in respect of the Client;
  4. Where any representation or warranty made by the Client is or becomes untrue;
  5. Where the Client is unable to pay the debts as they fall due;
  6. Where the Client becomes incapacitated or unable to carry out obligation(s) for whatsoever reason;
  7. Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action to protect its interest;
  8. The Client attempts and/or performs any of the actions which shall be determined by the Company as fraud, manipulation, deceitful activity in Client's account(s) as held by Company;

9. The Client has carried out trading, which is excessive, without legitimate intent, to profit from market movements, which may be considered as market abuse, etc.
- (b) In an event of default, the Parties understand and agree that the Company reserves the right, and at any time without prior written notice to take one or more of the following steps;
  1. Close out all or any of the Client's open positions at current quotes;
  2. Debit the Client's trading account(s) for the amounts which are due to the Company;
  3. Close any or all of the Client's trading account(s) held with the Company;
  4. Refuse to open new trading account(s) for the Client;
  5. Adjust the Client's trading account balance to remove illicit profit.
  6. To take any other action which is reasonable and fair, in order to protect the interest and reputation of the Company.

## **19. Execution of Orders**

- (a) The Client shall not proceed in any action or inaction that could probably allow the irregular or unauthorized access or use of the platform and/or unauthorized access to the Client's trading account(s). In such event occurring, the Company reserves the right to suspend, terminate or limit the access to the platform if Company reasonably suspects or finds any reasonable valid ground of maluses, abuse and so forth of the trading system and/or the Client's trading account(s);
- (b) When using the Services, the Client shall not, by any act/omission do anything that will violate the platform or cause damage or malfunction to the platform or any system of the Company;
- (c) The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's written consent. The Client may not alter, obscure, or remove any copyright, trademark, or any other notices that are on the Company's software;
- (d) All trade requests are subject to size considerations, if the requested trade size is larger than the Company is able to fill at any particular moment due to market conditions, then the order may be executed partially or the entire trade or order may be rejected at the Company's sole discretion;
- (e) The Client understands, accepts and confirms that the trading history which is available in the software may be archived by the Company. Archived trading and non-trading history shall be accessible and/or downloadable at any time from the platform and may be made to Company by written request;
- (f) The Company confirms that all Client records and/or trading and non-trading activity, current and/or past and/or archived shall be maintained for at least seven (7) years after the termination of the business relationship with the Client and as per the applicable legislative requirements at any given time;
- (g) The Company reserves the right to suspend, close, cancel any transaction which has resulted from any misconfiguration, technical error, or if the Company suspects any fraud, manipulation, arbitrage, or other forms of deceitful or fraudulent activity on the Client's account(s) or otherwise related or connected to any and/or all transactions. In such event, the Company shall be entitled to withdraw any profits and charge any costs which it deems in its

sole discretion to have been inappropriately gained and shall not be liable for the cancellation of any transaction or profits or in the event of any damages or losses which may result from the suspension, closure, or unwinding;

- (h) The Client agrees to keep confidential and not disclose any passwords, logins, access data to any person or entity, other than an individual that has been expressly authorized to act on Client's behalf. The Client agrees to notify the Company in writing immediately if there is any ground or suspicion of unauthorized access to the platform or account(s) of Client or if such information has been disclosed to any unauthorized person(s). The Company is not responsible for any losses that the Client may incur in case of theft, loss, or disclosure of the password to third parties or unauthorized use of the access data by third parties;
- (i) The Client agrees to co-operate with any investigation or enquiry that the Company may conduct into any misuse or reasonable suspicion of misuse of any accessed data or trading activities;
- (j) The Client agrees and accepts that Client shall be responsible and liable for all orders given through and under Client's access data and any such orders received by the Company shall be considered as received by Client. In case where a third person is assigned as an authorized representative to act on Client's behalf, the Client shall be responsible for all orders and/or instructions given through and under Client's representative;
- (k) The Client acknowledges that the Company bears no responsibility if unauthorized third persons access to information have, including electronic addresses, electronic communication and personal data, when the above are transmitted, using the internet or other network communication facilities, post, telephone, or any other electronic means;
- (l) In the event that the Company suspects fraud, manipulation, swap-arbitrage or other forms of deceitful or fraudulent activity in a Client's account(s) with the Company or otherwise related or connected to the transaction(s), the Company reserves the right to decide at its absolute discretion, to close all open positions in the Client's trading account(s) and to deduct or add a penalty (equivalent to the swap and/or any profit amount) for all transactions currently and/or previously made in the account and/or annul all profits made as a result and decline from accepting further requests from the Client to be exempted from any swaps and/or terminate all agreements with the Client;
- (m) The Company is hereby authorized at any time, without prior notice to the Client, to transfer between any account(s) of the Client held by the Company, or any exchange member through which the Company clears the client's transactions, such excess funds and/or financial instruments of the Client as in the Company's sole discretion and judgement may be required for margin any other accounts or to reduce or satisfy any debit balance in other account, provided such transfer comply with relevant and applicable governmental and exchange regulation. Within reasonable time, the Company will confirm such in writing to the Client;
- (n) Subject to the terms of this Agreement, the Client places the orders via the electronic platform, whereby the order's acceptance or rejection will be indicated on the relevant platform. The Client should contact the Company if Client is not sure whether the order has been accepted or whether a trade has been affected;

- (o) It is the Client's responsibility to ensure understanding of the effect of an order which is placed with the Company on open positions and whether such order increases or reduces Client's exposure under an existing position or whether Client is opening a new position or closing an existing position. In case the Company has accepted an order placed, the Company will do on a "first in first out" basis depending on the sequence in which the orders are placed by Client and accepted by Company;
- (p) The Client understands that Client may only open or close a position during the trading hours of the market of the underlying financial instrument and subject to the relevant market being available by Company for trading and any trading limits and any minimum/maximum trade sizes which Company may impose in accordance with this Agreement and order execution policy and/or trading conditions. The Client understands that orders cannot be placed outside of the hours in which the relevant market is open for trading, unless the Company advises you otherwise and based on the terms and condition that Company may require for such purpose;
- (q) The Client may view the trading account(s), equity and margin level on the electronic platform which Client is using. The Client understands that Client is responsible for reviewing trade confirmations as well as cash position, equity and margin levels, ensuring correctness and determining at own discretion the actions that will be taken. The Company, on Client's request may provide Client with clarifications as may be reasonably be required explaining any trade confirmation, cash position, equity and/or margin level;
- (r) The Client will not use the trading terminal or the Company's website to abet illegal financial activity or any other illegal transaction(s).

## **20. Cancellation & Modification Requests**

- (a) The Client acknowledges that it may not be possible to cancel or modify an order. The Client understands and agrees that if an order cannot be cancelled or modified, the Client is bound by the execution of the original order and cannot hold the Company liable in such an event.
- (b) The Client furthermore understands and acknowledges that attempts to modify or cancel and replace an order can result in an over-execution of the order, or the execution of duplicate orders, that the Company's systems do not prevent over-execution on duplicate orders and that the Client shall be responsible for all such executions.
- (c) The Client agrees not to assume that any order(s) has been executed or cancelled until the Client has received confirmation from the Company with regard to order execution.
- (d) The Client is responsible for the Client trading account(s) and to know the status of Client's pending orders before entering into any other additional orders. The Client agrees to contact the Company in the event the Client is unclear on the status of order(s).
- (e) The Client agrees to regularly review the Client's online account statement and to be informed of the status of the account(s) and/or client's orders.

## **21. Settlement Date Offset Instructions**

- (a) The Client agrees to provide the Company with offset instructions on positions that are open prior to the settlement date, i.e., at least one business day prior to the settlement or value day. Alternatively, sufficient funds to take deliveries or the delivery documents must be in possession of the Company within the same period described.
- (b) If neither instructions, funds nor documents are received, the Company, may without notice, either offset Client's position or roll Client's positions into the next settlement time period or

make or receive delivery on behalf of Client upon such terms and by such methods deemed reasonable by the Company in its sole discretion.

**22. Currency Fluctuation Risk**

- (a) In the event that the Client instructs the Company to enter into any foreign exchange transaction(s), any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the Client's account and risk, and all initial and subsequent deposits for margin purposes shall be made in USD, or another currency which Company may accept, in such amounts as Company may require, with subsequent deposits being in the same currency as the initial deposit and the Company is authorized to convert funds in the Client's account for margin into and from such foreign currency at a rate of exchange determined by the Company in its sole discretion on the basis of the prevailing money market rates.

**23. DISPUTE RESOLUTION**

- (a) The Parties agree that they will aim to resolve any dispute that may occur as between themselves, in relation to the Agreement, any transaction(s), calculation(s) of payments, and any other action(s) through amicable negotiation;
- (b) If any conflict situation arises, the Client has the right to lodge the written complaint with the Company as soon as reasonably practicable following the occurrence of the event;
- (c) The Client should follow the procedure set in the Complaints Handling Policy as provided on the Company website;
- (d) The Client should file the complaint and send description and date of occurrence along with any supporting documentation to the following email address: [.....](#);
- (e) The Company has the right to dismiss/reject the complaint in case such complaint does not comply with the requirements set within the Complaints Handling Policy.
- (f) It is agreed between the Parties that disputes not mentioned in agreements and/or the Complaint Handling Policy may be resolved in accordance with common market practice and at the sole discretion of the Company.
- (g) As a general rule, the complaint should contain the minimum information which is full particulars of the Client, trading account number, date and time of the dispute, brief description of the dispute, the Client's proposed solution, the amount of the claim and calculation if of monetary value, the circumstances which led to the dispute including any evidence to be included.
- (h) The Client understands that the Company reserves the right to study the claim, and to respond to the dispute/complaint by requesting additional documents and information from the Client, if so required. The Client understands that the server of the Company and the logs kept serve as main basis of evidence and hold substantial value. The Company is not responsible for incomplete transactions, and does not indemnify financial damage or emotional distress suffered by the Client in connection with the loss of profit and/or monies deposited.
- (i) The Company shall not be liable to the Client in regard to any indirect, consequential or non-

financial damage.

**24. Risk of loss**

- (a) All transactions effected from the Client's accounts and all fluctuations in the market prices of financial instruments carried in the Client's accounts are at the Client's sole risk and the Client is liable under all circumstances and at any given time. By accepting this Agreement and continuing to maintain the business relationship with the Company, the Client warrants that the Client is willing and financially able to sustain any such losses that may occur.
- (b) The Company is not responsible for the obligations of the Client transaction(s), nor is the Company responsible for delays in transmission, delivery, or execution of the Client's order(s)/request(s) due to malfunctions of communication facilities or other causes not controlled by the Company. The Company shall not be liable to the Client for the loss of any margin deposits which is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship, or assignment for the benefit of any bank, clearing broker, exchange, clearing organization or similar entity.
- (c) The Client understands and agrees that the risk of loss in trading in financial instruments including but not limited to stocks, options, futures, forex, foreign equities, bonds, contract for differences can be substantial. Trading in financial instruments, specifically when trading with contract for difference ("CFDs"), involves a high degree of risk, including but not limited to market and counterparty risks and are not suitable for all investors, and the amount the Client may lose may be greater than the initial investment.
- (d) The Client understands and accepts that transactions on markets in other jurisdictions, including markets linked to a domestic market, may expose the Client to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. The Client should enquire as to any rules relevant to particular transaction(s).
- (e) The Client understands that most of the electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration and/or clearing of trades. Facilities and systems may be vulnerable to temporary disruption or failure. The Client's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house, and/or member firms.
- (f) The Client acknowledges and confirms that the Client is aware of all risks that may arise in the event of adverse movements of a currency and/or pair of currencies. The Company warns the Client of the high risks involved in trading wherein the Client can sustain losses and/or damages to some or all of the capital invested. All transactions effected are at the Client's sole risk and the Client is liable under any given circumstances. The Client confirms and holds the Company harmless against any and all liability which may arise from any delay in transmission, delivery or execution of requests, force majeure, malfunctions of communications facilities or other causes.
- (g) The Client understands and confirms having read the risk statement available on the Company website, and to regularly review the website and/or platform notices and/or Client's communication channels for any changes, updates and/or notifications.



**25. Risk Acknowledgement**

- (a) The Client understands and acknowledges that investments in leveraged foreign exchange transactions, CFD's, and financial instruments are speculative, involve a high degree of risk and are appropriate only for Client's who can assume the risk of loss of their margin deposit and/or all funds invested. The Client understands that price changes in foreign exchange contracts trading may result in the loss of all or part of funds. The Client warrants that Client is willing and able, financially and/or otherwise to assume the risk of trading, and in consideration of the Company carrying the Client's account(s), the Client agrees not to hold the Company responsible for losses incurred through the Client's trading or through Client following any sort of trading recommendation or suggestion of Company's employees, agents or representatives.
- (b) The Client acknowledges that Client has received no guarantees from the Company or from any of its employees, directors, officers, representatives or any introducer or entity with whom Client is conducting the account and has not entered into this Agreement in consideration of or in reliance upon any such guarantees or similar representations.

**26. Website Usage**

- (a) The Client understands and agrees that the website of the Company provides Client with information and the Client understands that the Company aims to provide the appropriate and up-to-date information on the website however this is not guaranteed at all times, and the Client is warned to proceed with caution prior to any decision and trading activity, and to seek independent professional advice if so required.
- (b) The Client understands that at all times Client should rely on the transaction confirmations and statements as the official records of the Client's trading account(s).
- (c) The Client understands that information, which may include market data, news, research, financial analysis, commentary, or tools is for information only purposes and is not an advice or recommendation or solicitation. The information provided on the website is not customized for the Client and the Client must make own investment decisions.
- (d) The Website may also include hyperlink(s) to third-party websites and the Company is not responsible for the information or content provided by such third-party websites. Any market data, news and other information available to the Client through the Website or third-party link, is for Client's use only, and should not be retransmitted or republished in any form without the written consent of the Company.
- (e) Products and/or services, as well as associated fees, charges, interest rates, and balance requirements may differ among geographical locations. Not all products and services are offered at all locations. The Client agrees that Client will not engage in activities related to the website that are contrary to applicable law, regulation or the terms of any agreement Client has with Company.
- (f) Market commentary, news, or other information is subject to change and may be withdrawn at any time without notice.



**27. Affiliates**

- (a) The Client when and if introduced to the Company through an affiliate, acknowledges and confirms that the Company is not responsible for the conduct and/or representations of the affiliates or its associated persons while representing the Client to the Company;
- (b) The Client agrees to waive any claims against the Company and to indemnify and hold the Company harmless from any actions and/or omissions of the affiliates and/or associated persons/entities. The Client acknowledges and confirms that the Company does not bear any responsibility for any agreement(s) reached between the Client and/or any affiliates. The Client confirms the understanding that the affiliates act independently or as agent of the client and that the affiliate is not authorized to make representations related to the Company or its services or to act on behalf of the Company;
- (c) The Client agrees that the Company reserves the right to provide the Client's affiliates and associated persons with information related to the transactions of the Clients accounts, and Client confirms that additional costs, including but not limited to increased spread, commission, fees mark up, mark down, etc. may be applicable in cases where the Client is introduced to the Company via affiliate and/or associated person/entity. The Client acknowledges and confirms that the Company is acting as principal, and the Client's affiliate, if any, may be provided with a "view only" access to one or more terminals, including terminal access through internet browser, to electronically monitor the activities of the Clients accounts as introduced by the affiliates to the Company.

**28. Governing Law & Jurisdiction**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Republic of Mauritius;
- (b) In the event of a dispute arising out of this Agreement, the Client irrevocably agrees that the Parties shall first seek settlement of that dispute with the Company as per the complaint handling policy.;
- (c) The Financial Services Commission, Mauritius is also deemed as part of process for external dispute resolution with the aim of settling any dispute(s);
- (d) No action, regardless of form, arising out of transactions from this Agreement may be brought by the Client after three months having elapsed from the day that the cause of action arose.

**29. Severability**

- (a) This Agreement and any attachments, terms and conditions, statements, and confirmation constitute the entire agreement between the Parties with respect to the subject matter hereof;
- (b) If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such provision shall be deemed modified, or if necessary, rescinded in order to comply with relevant court order, or regulatory body. The validity of the remaining provisions and conditions shall not be affected, and this Agreement shall be carried out as if such invalid or unenforceable provision or

condition was not contained herein.

30. Binding Effect

- (a) This Agreement shall be continuous and shall cover all account(s) of the Client at any time opened or reopened with the Company irrespective of any changes at any time in the personnel of the Company or its successors, assigns, or affiliates;
- (b) This Agreement including all authorizations shall inure to the benefit of the Company, its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon the Client or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Client.

SIGNED BY:

Signed by ..... For and on behalf of the Company

.....

Director

(2) Signed by .....For and on behalf of the Client

.....

Director