

**NAGA Capital Ltd**

**CLIENT AGREEMENT**

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## 1. Introduction

1.1. This Agreement is entered by and between NAGA Capital Ltd (hereinafter called the “Company” or “us”) on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by the Company as a Client (“Client” or “you”) on the other part.

1.2. The Company NAGA Capital Ltd (hereinafter referred to as the “Company”), is incorporated under the laws of Saint Vincent and the Grenadines with Registration 24501 IBC 2018. The Company is authorised as an International Business Company under the International Business Companies (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and Grenadines, 2009 (herein the “Law”).

1.3. The objective of the Company are all subject matters not forbidden by International Business Companies, (Amendment and Consolidation) Act, Chapter 149 of the Revised Laws of Saint Vincent and the Grenadines, 2009, in particular but not exclusively all commercial, financial, lending, borrowing, trading, service activities and the participation in other enterprises as well as to provide brokerage, training and managed account services in currencies, commodities, indexes, CFDs and leveraged financial instruments.

1.4. The Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

1.5. Agreement

## 2. Interpretation of Terms/Glossary

2.1. In this Agreement, the following words and expressions shall have the following meaning:

“**Abusive Trading**” shall include any of the following actions such as, but not limited to:

- Trading on price latency arbitrage opportunities either by using additional functionalities/plugin-ins (i.e. Expert Advisors, etc.) or by any other means.
- Giving instructions on behalf of a Client without due or proper authority
- The Client by himself or acting with others, using an account or accounts to hedge his positions by holding the opposite of his trades in a single or correlated instrument internally (using other

accounts held within the Company) or externally (using other trading accounts with other brokers)

- The Client by himself or acting with others is creating trading positions with the purpose of generating risk-less profits
- Abuse of our “Negative Balance Protection” policy
- Taking advantage of Swap rates or Swap-free accounts to generate risk-less profits
- Use of Company’s promotions (i.e. bonuses, credits, cash prizes, etc.) to generate risk-less profits

If the company has reasons to believe that a Client, by himself or acting with others, has participated in “Abusive Trading” as defined above, the Company, at its sole discretion, is entitled to:

- Cancel any profits or fees generated from “Abusive Trading”
- Offset any losses against related winning hedging accounts
- Terminate Client’s access to services provided by the Company
- Terminate Client’s Agreement for the provision of services
- Block Client’s trading account/s and transfer of unused balances (excluding bonuses if applicable) to the Client
- Company reserves the right to amend Swap rates or revoke Swap-free status of any account/s engaged in “Abusive Trading”

“**Access Data**” shall mean the Login and Password of the Client, which are required so as to have access on and use the Platform(s) and the telephone password, which is required so as to place Orders via phone and any other secret codes issued by the Company to the Client.

“**Account Opening Application Form**” shall mean the application form/questionnaire completed by the Client in order to apply for the Company’s Services under this Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client’s identification and due diligence, his categorization and appropriateness or suitability (as applicable) in accordance with the Applicable Regulations.

**“Affiliate”** shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and “control” means the power to direct or the presence of ground to manage the affairs of the Company or entity.

**“Agreement”** shall mean this “Client Agreement”.

**“Ask”** shall mean the higher price in a Quote at which the Client may buy.

**“Authorised Representative”** shall mean a person authorised by the Client under a power of attorney to give instructions to the Company in relation to the Account.

**“Balance”** shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time, not including any unrealized gains or losses.

**“Base Currency”** shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

**“Bid”** shall mean the lower price in a Quote at which the Client may sell.

**“Business Day”** shall mean any day on which banks are open for business in the Saint Vincent and the Grenadines.

**“Client Account”** shall mean the unique personalised trading account the Client consisting of all Completed Transactions, Open Positions and Orders on the Platform, the Balance of the Client money and deposit/withdrawal transactions of the Client money.

**“Client Bank Account”** shall mean an account held in the name of the Client with a Bank and/or other institution and/or any electronic payment provider and/or a credit card processor; and/or an account held on the name of the Company on behalf of the Client with a Bank and/or other institution and/or any electronic payment provider and/or a credit card processor.

**“Client Money”** shall mean any money that the Company receives from the Client and/or may hold for and/or on behalf of the Client subject to Client money safeguarding provisions in accordance with applicable legislation and in the course of, and/or in connection with, the services provided by the Company.

**“Closed Position”** shall mean any position which has been closed. In relation to trading this may be a Long Position or a Short Position which is a Completed Transaction.

**“Completed Transaction”** in a shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa.

**“Contract for Differences”** (“CFD”) shall mean a contract, which is a contract for differences by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument.

**“Contract Specifications”** shall mean the principal trading terms in CFD (for example Spread, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, charges etc.) for each type of CFD as determined by the Company from time to time.

**“Currency of the Client Account”** shall mean the currency that the Client Account is offered by the Company from time to time.

**“Currency Pair”** shall mean the symbol or Underlying Asset of a CFD Transaction 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.

**“Custodian”** means a credit institution providing custody, registration and/or settlement services for money and Securities, a brokerage company holding the respective license, a depository or a settlement system used by the Company.

**“Equity”** shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as:  $Equity = Balance + Floating Profit - Floating Loss$ .

**“Essential Details”** shall mean the required details for the Company to be able to place the Order upon a client’s request. These shall include but not limited to the type of Underlying Asset, Direction (Buy/or Sell), Opening price, closing price, style of the Order, the volume, if the Client places a Pending Order (limit or stop) the Client will indicate the intended price in which the Order will go in the market and any Stop Loss and or Take Profit etc.

**“Event of Default”** shall have the meaning given in paragraph 14.1 of the Client Agreement.

**“Expert Advisor”** shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade his account automatically managing all aspects of trading operations

from sending orders directly to the Platform to automatically adjusting stop loss, trailing stops and take profit levels.

**“Extraordinary Cases”** shall mean that the company is reacting on external factors.

**“FATCA”** shall mean The Foreign Account Tax Compliance Act as this may be amended from time to time;

**“Floating Profit/Loss”** shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).

**“FFI”** shall mean Foreign Financial Institution as per the FATCA

**“Free Margin”** shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: Equity less (minus) Used Margin [Free margin = Equity- Used Margin].

**“Hedged Margin”** shall mean the necessary margin required to open and maintain Matched Hedged Positions.

**“Hedged Positions”** for CFD trading shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same financial instrument.

**“Initial Margin”** shall mean the necessary margin required to open a position.

**“Introducer”** shall have the meaning as set put in paragraph 35.1 of the Client Agreement.

**“Investment Services”** shall mean the Investment Services under the Company’s CIF license which can be found in the document “Company Information” and in accordance with Clause 6 herein.

**“Leverage”** for CFD trading shall mean a ratio in respect of Transaction Size and Initial Margin. 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size.

**“Liquidity Provider”** shall mean any financial institution, bank, systematic internaliser, a prime broker, market maker who holds himself out on the financial markets on a continuous basis as being willing to deal on own account by buying and selling financial instruments against his proprietary capital at prices defined by him and/or facilitate the execution of transactions in Financial instruments; Liquidity provider will offer different spreads for different pairs and different volumes for each pair.

**“Long (Buy) Position”** shall mean a buy position that appreciates in value if underlying market prices increase. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

**“Lot”** shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

**“Lot Size”** shall mean the number of contracts of the Underlying Asset in one Lot.

**“Margin”** shall mean the necessary guarantee funds so as to open or maintain Open Positions in a Transaction.

**“Margin Call”** shall mean the situation when Margin Level in Client’s Account reaches 100% and the Company can inform the Client on the trading platform to deposit additional Margin when the Client does not have enough Margin to open new positions.

**“Margin Level”** for CFD trading shall mean the percentage ratio of Equity to Used Margin. It is calculated as:  $\text{Margin Level} = (\text{Equity} / \text{Used Margin}) \times 100\%$ .

**“Margin Requirements”** shall mean the requirements set out by the Company in respect of the amount of money necessary to open and maintain Open Positions. Margin Requirements include the Initial and Maintenance Margin Requirements as set out in Appendix 1 hereof. Margin Requirements always relate to each individual client account and must be covered by margins available thereon;

**“Open Position”** shall mean any open CFD Position which has not been closed. In relation to CFD trading this may be a Long Position or a Short Position which is not a Completed Transaction.

**“Order”** shall mean an instruction from the Client to trade in CFDs as the case may be.

**“Parties”** shall mean the parties to this Client Agreement – i.e. the Company and the Client.

**“Pending Order”** shall mean a Buy Limit, a Buy Stop, a Sell Limit, and a Sell Stop order.

**“Platform”** shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in Financial Instruments via the Client Account.

**“Quote”** shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.



**“Quote Currency”** shall mean the second any currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

**“Short (Sell) Position”** for CFD trading shall mean a sell position that appreciates in value if underlying market prices fall. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

**“Slippage”** shall mean the difference between the requested price of a Transaction in a CFD, and the price the Transaction is actually executed at. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used, and also when large Orders are executed when there may not be enough liquidity at the desired price level to maintain the expected price of trade.

**“Spread”** shall mean the difference between Ask and Bid of an Underlying Asset at that same moment.

**“Stop Loss”** shall mean an instruction that is attached to a pending order or market order for minimising loss.

**“Stop Out”** shall mean the liquidation of a position when the Client’s Account Margin Level drops below 50%. The Margin Level may be changed by the Company to match the one provided by the Liquidity Provider(s) and/or at the Company’s own discretion.

**“Swap or Rollover”** for CFD trading shall mean the interest added or deducted for holding a position open overnight.

**“Take Profit”** shall mean an instruction that is attached to a pending order or market order for realizing profits

**“Trading Account”** and/or **“Trading Accounts”** shall mean the Client Account and/or the special personal account and/or accounts of a Client that have a unique number or numbers for internal calculation and customer deposits, opened by the Company in the name of the Client.

**“Trailing Stop”** in CFD trading shall mean a stop-loss order set at a percentage level below the market price - for a long position. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount above the market price with an attached "trailing" amount. As the market price falls, the stop price falls by the trail amount, but if the pair price falls, the stop loss price doesn't change, and a market order is submitted when the stop price is hit.

**“Transaction”** shall mean a transaction of the Client in a CFD.

**“Transaction Size”** for CFD trading shall mean Lot Size multiplied by number of Lots.

**“Underlying Asset”** shall mean the object or underlying asset in a CFD which may be Currency Pairs, Metals, Stock Indices, Commodities, Metals, Stocks, Futures or as determined by the Company from time to time and made available on its Website.

**“Underlying Market”** shall mean the relevant market where the Underlying Asset of a CFD is traded.

**“Used Margin”** for CFD trading shall mean the necessary margin required by the Company so as Open Positions and or to maintain Open Positions.

2.1 Words importing the singular shall import the plural and vice versa. Words importing the masculine shall import the feminine and vice versa. Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

2.2 Any headings and notes used in these Terms are intended exclusively for convenience and shall not affect the content and interpretation of these Terms.

2.3 Any reference in these Terms to any enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such enactment (or under such a modification or re-enactment).

### **3. Application and Commencement**

3.1 After the Client fills in and submits the Account Opening Application Form together with all the required identification documentation required by the Company for its own internal checks, the Company will send him a notice informing him whether he has been accepted as a Client of the Company. It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept a person as its Client until all documentation it requires has been received by the Company, properly and fully completed by the Client and all internal Company checks have been satisfied. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.

3.2 The Company reserves the right, at its discretion, at any time to withdraw the whole or any part of the Services on a temporary or permanent basis and the Client agrees that the Company will have no obligation to inform the Client of the reason.

- 3.3 The Agreement shall take effect and commence upon the receipt by the Client of a notice sent by the Company informing the Client that he has been accepted as the Company's Client and that a Client Account has been opened for him.
- 3.4 Under the provisions of the International Business Companies (Amendment and Consolidation) Act of 2007, the Electronic Evidence Act of 2004 and the Electronic Transactions Act of 2007, a distance contract is legally binding upon the contractors without the requirement of a signature. The Client hereby acknowledges that this Agreement and all of the terms and conditions thereof are legally binding upon him and breach of any of the terms and conditions of this Agreement shall give rise to possible legal actions, should out-of-court settlement does not prove of a sufficient settlement method of any matter arising out of or in connection with any term or condition of this Agreement.
- 3.5 The Client hereby acknowledges and agrees that:
- a. By completing and submitting the online Account Opening Agreement and clicking on the "I Accept" button or similar buttons or links as may be designated by the Company on the Company's Main Website(s) shows his approval of this Agreement;
  - b. By continuing to access or use the Company's Main Website(s).

#### **4. Client Acceptance Policy**

- 4.1 The Prospective Client acknowledges and understands that the Company is not obliged and/or required under any applicable laws or regulations to accept any Prospective Client as its Client. The Company has the right to decline and/or refuse to accept a Prospective Client as its Client, if it reasonably believes that the Prospective Client might pose a risk to the Company and/or if accepting such a Prospective Client shall be against the Company's Client Acceptance Policy. It should be noted that the Company is under no obligation to provide any reason for not accepting a Prospective Client as its Client.
- 4.2 The Prospective Client must fill in and submit the online Account Opening Application Form found on the Company's website and provide to the Company all the required identification documentation. The Company shall then send a notice of acceptance to the Prospective Client confirming that he has been successfully accepted as a Client of the Company.

4.3 The Client acknowledges and understands that the Company has the right to refuse to activate an account and/or shall not accept any money from any Prospective Client until all documentation requested has been provided to the Company, which has been properly and fully completed by the Prospective Client. The Prospective Client shall not yet be considered as a Client of the Company if all internal Company checks, including without limitation to anti-money laundering checks and the appropriateness tests have not been duly satisfied. The Client acknowledges and understands that the Company may request additional due diligence documents for further clarification. Should the Client not provide such additional documentation and/or information the Company may at its own discretion terminate its business relationship with the Client.

4.4 The Company has the right to close any Account opened by a Prospective Client which has not been approved by the Company and which has been pending for approval for a set period of 3 (three) months.

## **5. Client Categorisation**

5.1 The Company offers its Clients the possibility to request re-categorisation in one of the following categories: Retail Client or Professional Client. Where a Client requests a different categorisation (either on an overall level or on a product level), the Client needs to meet certain specified criteria. However, if the above- mentioned criteria are not met, the Company reserves the right to choose whether to provide services under the requested categorisation.

## **6. Services**

6.1 The Client is provided with Access Data to enable the Client trade in Financial Instruments (i.e. CFDs) on the Company's electronic Platform. All Orders placed on the Platform are executed according to the Best Execution Policy and Policy to Act in the Best Interest of the Client.

### **6.2 Provision of Services**

The Investment and/or Ancillary Services in relation to Financial Instruments provided by the Company will only be provide to Clients that are over 18 (eighteen) years of age, have full legal capacity and have no legal limitation for entering into a business relationship and/or opening an Account with the Company.

6.3 Under these Terms, the Client may enter into transactions with the Execution Venue in the following financial instruments:

- a. CFDs on currencies, equities, precious metals, financial indices, future contracts and any other trading tools
  - b. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash.
  - c. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event)
  - d. Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market or/and an MTF
  - e. Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognised clearing houses or are subject to regular margin calls;
  - f. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as well as any other derivative contract relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Part, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market or an MTF, are cleared and settled through recognised clearing houses or are subject to regular margin calls.
  - g. Such other investments instruments agreed upon with the Company and allowed under the Company's Saint Vincent and the Grenadines Investment Firm License
- 6.4 It is agreed and understood that the Company offers its Services in relation to various Financial Instruments. However, the Client may be allowed to trade only in one or some of those Financial Instruments.

6.5 The Client will, unless otherwise agreed in writing, enter into Contracts as Principal with the Execution Venue. If the Client acts on behalf of a Principal, whether or not the Client identifies that Principal to the Company, the Company shall not be obliged to accept the said Principal as the Client, and consequently shall be entitled to accept the Client as Principal in relation to the Contract.

6.6 The Prospective Client hereby acknowledges and agrees that any of the following actions show his approval of the Agreement:

- a. Completing and submitting the online Account Opening Agreement and clicking on the “I Accept” button or similar buttons or links as may be designated by the Company on the Company’s Main Website(s); and/or
- b. Continuing to access or use the Company’s Main Website(s).

## **7. Placement and Execution of Orders**

7.1 The Client may give the Company oral or written instructions (which shall include instructions provided via the internet or by email as described below). The Company shall acknowledge the reception of the instructions orally or in writing, as appropriate.

7.2 The Client shall notify the Company of the identity of any persons authorised to give instructions to the Company on behalf of the Client. Any such notice shall be in writing and shall set out the names and specimen signatures of the person or persons to be authorised. Any such authority may be revoked by notice in writing by the Client but shall only be effective upon written confirmation by the Company of the Company’s receipt of notice of revocation. The Company shall not be liable for any loss, direct or indirect, resulting from the Client’s failure to notify it of such revocation.

7.3 Once an instruction has been given by or on behalf of the Client, it cannot be rescinded, withdrawn or amended without the Company’s express consent. The Company may at its absolute discretion refuse any dealing instruction given by or on behalf of the Client without giving any reason or being liable for any loss occasioned thereby.

7.4 The Company shall not be liable for any loss, expense, cost or liability suffered or incurred by the Client as a result of instructions being given, or any other communications being made, via the Internet. The Client will be solely responsible for all orders, and for the accuracy of all information,

sent via the Internet using the Client's name or personal identification number. The Company will not execute an order until it has confirmed the order to the Client and transmission of an order shall not give rise to a binding Contract between the Execution Venue and the Client.

7.5 If the Company does not receive instructions from the Client to settle any open Contracts by the close of the Business Day, the Company is hereby authorised (but not obliged) to transfer all said Contracts to the next business date traded (Rollover).

7.6 The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.

7.7 Orders may be placed within the normal trading hours of the Company, available on its Website and/or the Platform, as amended from time to time.

7.8 The Company shall receive and transmit and/or execute all Orders given by the Client strictly in accordance with their terms. The Company shall use its reasonable endeavours to transmit or execute any Order promptly to the Client's best interest but in accepting his Order the Company does not warrant or represent that it will be possible to transmit or execute the Client Order at all, or that execution of the Order will be possible within the terms of his instructions (whether as to price or size or any other condition).

7.9 The Client acknowledges understands, accepts and agrees herewith that the Company will act as an agent on the Client's behalf and will endeavor to find the best Execution Venue (Liquidity Provider) for the execution of the Client's Orders placed with the Company by the Client for any Financial Instrument offered by the Company.

## **8. Recording of Telephone Calls**

8.1 Telephone conversations between the Client and the Company may be recorded and kept by the Company and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of conversations so recorded. The Client further understands, accepts and agrees herewith that the Company may monitor and/or record any electronic communications between the Parties (including telephone calls, emails, sms and instant messages), without the use of a tone of other warning, to provide verification of instructions and maintain the quality of the Company service, for training purposes and to check compliance with this Customer Agreement, the Company's internal policies. The Client understands, accepts and

agrees herewith that such records of communications will be admissible as evidence of any instruction or communication given or received by the Client and that these records belong to the Company.

- 8.2 All instructions received from the Client during a telephone call, in relation to trading financial instruments shall be conclusive and binding.

## **9. Client Accounts, Deposits and Withdrawals**

- 9.1 The Company shall open one or more a Client Account(s) for the Client to allow him to place Orders in particular Financial Instruments. The Client Account type shall be communicated to the Client when the Client is accepted by the Company. It is agreed and understood that the Company may upgrade the Client Account or convert Client Account type if it reasonably considers this is to the Clients advantage and there is no increased cost to the Client, unless the Parties agree otherwise.
- 9.2 It is agreed and understood that the Company reserves the right to offer different types of Client Accounts from time to time with different acceptance criteria, characteristics, or requirements, and which will be subject to change at the Company's discretion. Information on different types of Client Accounts appear on our Website or upon request.
- 9.3 The Client Account shall be activated upon the Client depositing the initial deposit. A minimum amount may be required for certain types of Client Accounts as determined and mended by the Company in its discretion from time to time.
- 9.4 The Client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits will be made via the methods and in the currencies accepted by the Company from time to time. The detailed information about deposit options is shown on the Website.
- 9.5 All amounts handed over by the Client to the Execution Venue, for the provision of Investment Services, shall be held in an omnibus account named as Client Account together with money of other Clients, but not with company money, and/ or in the name of the Execution Venue on behalf of the Client in an account with an authorised credit institution or a bank or any electronic payment providers/processors which the Company shall specify from time to time ("the 'Bank Account") and separately from any accounts used to hold funds belonging to the Execution Venue. The Company will not be liable for any failure or insolvency of any bank or third party;



however, applicable investor compensation or deposit protection schemes may protect a proportion of Client Funds with any bank or third party.

- 9.6 The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds and resend them back to the sender.
- 9.7 If the Client makes a deposit, the Company shall credit the relevant Client Account with the relevant amount actually received by the Company (until 13.00 CET) within two (2) Business Days following the amount is cleared in the bank account of the Company.
- 9.8 If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a banking investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client Account or paid directly to the bank performing the investigation. The Client understands, accepts and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates. Before requesting an investigation from the Company, the Client shall ensure that an investigation from the Client's bank was performed to ensure that the error occurred on Companies side.
- 9.9 The Company shall make withdrawals of Client funds upon the Company receiving a relevant request from the Client in the method accepted by the Company from time to time.
- 9.10 Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account (until 13.00 CET), the Company shall pay the said amount, if the following requirements are met:
- a. the withdrawal instruction includes all required information;
  - b. the instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account etc.) from which the money was originally deposited in the Client Account or at the Client's request to a bank account belonging to the Client;
  - c. the account where the transfer is to be made belongs to the Client;

d. at the moment of payment, the lowest value between the Balance and Equity exceeds the requested amount AND if such withdrawal would not cause the Margin Level to drop below 150 %;

e. there is no Force Majeure event which prohibiting the Company from effecting the withdrawal;

9.11 If the Client is not using SEPA, then the transfer may be more than three working days depending on the actual transfer method chosen by the Client.

9.12 It is agreed and understood that the Company will not accept third party or anonymous payments in the Client Account and will not to make withdrawals to any other third party or anonymous account.

9.13 The Company reserves the right to reasonably decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

9.14 All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Client Account for these charges.

9.15 The Client may send the request for internal transfer of funds to another Client Account held by him with the Company. Such internal transfers and transfers between different currencies shall be subject to the Company's policy from time to time.

## **10 Inactive and Dormant Client Accounts**

11.1 If the Client Account is inactive for six months i.e. there is no trading, no open positions, no withdrawals or deposits), the Company shall have the right to call or email the Client (using the last known contact details) and inform him that if the Client Account remains inactive for one more month, then monthly maintenance fee may be added thereafter and his Account is consider as a Dormant account.

10.2 Dormant Accounts will be charged a monthly Dormant Fee of 5 USD (Five US Dollars) on the remaining balance of the Account until the balance is 0 (zero). The Dormant Fee is charged for the maintenance, administration and compliance management of such Dormant Accounts.

10.3 If the balance of the Account is less than 5 USD (Five US Dollars) the full remaining amount will be charged and the Company has the right to terminate the Account, upon a notice of termination to the Client.

10.4 There will be no charge if the balance in the Account is 0 (zero). The Company shall proceed with notifying the Client that his Account will be terminated with immediate effect. The Company undertakes to make good any valid claim against the released balances.

10.5 The Company reserve the right to charge the Dormant fee retroactively for any month in which the Company had the right to charge it but for technical reasons did not.

10.6 If the Client Account is inactive for 90 calendar days or more the Company reserves the right (after notifying the Client via phone (calling) or electronic means (emailing) the Client using the last known contact details) to render the account inactive. Money in the inactive account shall remain owing to the Client and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.

## **11 Account Reporting and Trade Confirmation**

11.1 The Company will make available to the Client a Trade Confirmation in respect of any transaction or Contract entered into by the Execution Venue with or for the Client and in respect of any open position closed by the Company for the Client. Trade Confirmations will normally be available instantly following the execution of the transaction through the Trading Platform.

11.2 An Account Detailed Report is available to the Client through the Trading Platform. The Account Detailed Report will normally be updated periodically during the Company's opening hours. By accepting the Terms the Client agrees not to receive any Trade Confirmations or Account Detailed Reports in printed form from the Company other than upon specific request

## **12 Methods of Communications and Written Notices**

12.1 Unless the contrary is specifically provided in this Agreement, any notice, instructions, authorisations requests or other communication and messages to be given to the Company by the Client under this Agreement shall be in English.

12.2 Any notice/ communication sent to the Client by:

- a. post shall be deemed to have been served, in the case of service in Saint Vincent and the Grenadines 48 hours after dispatch and, in the case of service outside Saint Vincent and the Grenadines, seven (7) days after dispatch.
- b. facsimile shall be deemed to have been served at the time of receipt of a positive transmission notice by the sender.

- c. email shall be deemed to have been served when received at the destination site or
- d. the address advised by recipient to the sender to be its email address

12.3 The Client shall ensure that at all times the Company will be able to communicate with the Client or his appointed representative by telephone, facsimile or email.

12.4 Communications may be made to the Company at the address and telephone number notified to the Client for this purpose and shall be considered to have been duly made only upon their actual receipt by the Company.

12.5 The Client may alter his/ her communication details by written notice to the Company.

### **13 Conflicts of Interest**

13.1 The Company, its associates or other persons or companies connected with the Company may have an interest, relationship or arrangement that is material in relation to any transaction or Contract affected or advice provided by the Company, under the Terms. By accepting these Terms and the Company's Conflict of Interest Policy (which distinctly describes the general character and/ or background of any conflict of interest) the Client agrees that the Company may transact such

### **14 Events of Default**

14.1 Each of the following constitutes an "Event of Default" (each an "Event of Default"):

- a. The failure of the Client to perform any obligation due to the Company.
- b. The Client is unable to pay the Client's debts when they fall due.
- c. The Company reasonably considers that the Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing.
- d. The Company reasonably considers that there is a material violation by the Client of the requirements established by legislation of the Republic of Cyprus or other countries having jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Company.

- e. If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities.
- f. The Company reasonably suspects that the Client performed Abusive Trading.
- g. The Company reasonably suspects that the Client opened the Client Account fraudulently.
- h. The Company reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account.
- i. The Client's IP sends massive requests on the server which may cause delays in the execution time.
- j. The Client commences a voluntary case or other procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to him or to his debts under any bankruptcy, insolvency, regulatory, supervisory, or similar Law (including any corporate or other Law with potential application to an insolvent party), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian, examiner, or other similar official (each a "Default Official") of the Client or any substantial part of his assets; or take any corporate action to authorise any of the foregoing, and, in the case of a reorganisation, arrangement, or composition, we do not consent to the proposals;
- k. The Client commences an involuntary case or other procedure is commenced against him seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze, or moratorium, or other similar relief with respect to the Client or his debts under any bankruptcy, insolvency, regulatory, supervisory, or similar Law (including any corporate or other Law with potential application to an insolvent party) or seeking the appointment of a Default Official of the Client or any substantial part of his assets, provided that it shall not be an Event of Default for any such case or procedure to be commenced against the Client, if the case or procedure is withdrawn, dismissed, discharged, stayed, or restrained, in each case within 15 days of the commencement thereof;
- l. The Client dies, becomes of unsound mind, becomes unable to pay his debts as they fall due or become bankrupt or insolvent, as defined under any bankruptcy or insolvency Law applicable to the Client; or any indebtedness on the Client's part is not paid on the due date thereof, or

becomes capable at any time of being declared due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable; or any suit, action, or other proceedings relating to this Agreement are commenced for any execution, attachment, garnishment, or distress against or an encumbrance takes possession of the whole or any part of your property, undertaking, or assets (tangible and intangible);

- m. The Client becomes dissolved, or if the Client's capacity or existence is dependent upon a record in a formal register, the registration is removed or ends, or any procedure is commenced seeking or proposing the Client's dissolution or his removal from such a register or the ending of such a registration;
- n. The Client fails to make any payment when due, or to make or take delivery of any Assets when due, or to observe or perform any other obligation of this Agreement or any Transaction in accordance with this Agreement, and such failure continues for one Business Day after notice of non-performance has been given by the Company to the Client;
- o. Any representation or warranty made, given, or deemed made or given by the Client under this Agreement or in connection with any Transaction in accordance with this Agreement, proves false or misleading in any material respect as at the time it was made, given or deemed to be made or given;
- p. The Client fails to pay any Margin Call demanded by the Company under the terms and conditions of this Agreement or any other agreement between the Client and the Company within the time specified in such demand. For the avoidance of doubt, notice of non-performance shall not be required for such failure to constitute an Event of Default.

14.2 If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:

- q. Terminate this Agreement immediately without prior notice to the Client.
- r. Cancel any Open Positions.
- s. Temporarily or permanently bar access to the Platform(s) or suspend or prohibit any functions of the Platform(s).

- t. Reject any Order of the Client.
- u. Restrict the Client's trading activity.
- v. In the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country or of the Payment Network / Institution or financial institution.
- w. Cancel or reverse any profits or trading benefits and bonus gained through Abusive Trading. Losses resulting from Abusive Trading of the Client cannot be reversed. The Company has the right to cancel orders and reverse profits within fourteen (14) business days.
- x. Take legal action for any losses suffered by the Company.
- y. Block the IP address of the Client who sends massive requests on the server which may cause delays in the execution time.
- z. Cancel all Clients' outstanding orders and should we deem it appropriate and to the extent possible treat all and any Transactions under this Agreement then outstanding as having been cancelled or terminated or close out, replace or reverse any Transaction in accordance with the terms and conditions of this Agreement;
- aa. Take, or refrain from taking, such other action at such time or times and in such manner as, at Company's sole discretion, Company considers necessary or appropriate to cover, reduce or eliminate the Company's Loss or liability under or in respect of any Transactions, Positions or commitments under the terms of this Agreement;

## **15 Prohibited Actions**

15.1 The Client acknowledges, understands, accepts and agrees herewith that it is absolutely prohibited for the Client to take any of the following actions in relation to the Company's systems and/or Platform(s) and/or Client Account:

- a. Use, without the prior and written consent of the Company, of any software/system (e.g. Expert Advisor(s) and/or any automated data entry system), and of any software/system, which applies artificial intelligence analysis to the to the Company's systems and /or Platform(s) and/or Client Account.
- b. Intercept, monitor, damage or modify any communication which is not intended for him.

- c. Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Platform(s) or the communication system or any system of the Company.
- d. Send any unsolicited commercial communication not permitted under applicable Law or Applicable Regulations.
- e. Do anything that will or may violate the integrity of the Company computer system or Platform(s) or cause such system(s) to malfunction or stop their operation.
- f. Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform(s).
- g. any action that could potentially allow the irregular or unauthorised access or use of the Platform(s).
- h. send massive requests on the server which may cause delays in the execution time.
- i. Abusive Trading.
- j. The Client is not allowed to enter into any form of prohibited trading i.e. certain trading techniques commonly known as "arbitrage trading", "picking/ sniping" or the use of certain automated trading systems or "Expert Advisors"; and/or follow an abusive trading strategy i.e. any trading activity which is aiming towards potential riskless profit by opening opposite orders, during periods of volatile market conditions, during news announcements, on opening gaps (trading sessions starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, between same or different trading accounts. The Client agrees and acknowledges that if the Company considers that the Client has been acting in any of the manners described above; the Company may at its sole discretion and without prior notice to the Client, take one or more, or any portion of, the following actions.

15.2 Should the Company reasonably suspect that the Client has violated the terms of paragraph 15.1 of this Client Agreement, it is entitled to take one or more of the counter measures of paragraph 14.2 of this Client Agreement.



## 16 Amendments

16.1 The Company reserves the right to amend these Terms at any time by written notice to the Client. Such changes will become effective on the date specified in the notice, which will be at least one week after the Client is notified by email or any other appropriate means, unless any relevant law, regulation, rule or action of any applicable government or regulator requires otherwise.

## 17 Advice and Commentary

17.1 The Company will not advise the Client about the merits of a particular Order or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Assets. The Client alone will decide how to handle his Client Account and place Orders and take relevant decisions based on his own judgement.

17.2 The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.

17.3 The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise) with information, news, market commentary or other information but not as part of its Services to the Client. Where it does so:

- a. The Company will not be responsible for such information.
- b. The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction.
- c. This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.
- d. If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons.
- e. The Client accepts that prior to despatch, the Company may have acted upon it itself to made use of the information on which it is based. The Company does not make representations as to

the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

17.4 It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

17.5 The Client understands, accepts and agrees herewith that the Services provided by the Company do not include the provision of investment advice. Any investment information as may be announced by the Company to the Client does not constitute investment advice but aims merely to assist him in his investment decision making. The Client acknowledges, understands, accepts and agrees herewith that he is solely responsible for any investment strategy, transaction or investment, composition of any account and taxation consequences and he shall not rely, for this purpose on the Company. The Client acknowledges, understands, accepts and agrees herewith that the Company shall bear absolutely no responsibility, regardless of the circumstances, for any such investment strategy, transaction, investment and/or information.

## **18 Chargeback Policy**

18.1 The Client shall have the right to file a complaint for a belief that a fraudulent transaction was committed. The Company shall then conduct an investigation to determine whether the alleged transaction was fraudulent. The Client acknowledges that the Company reserves the right to charge the Client a "150 USD research fee" in order to conclude the investigation.

18.2 The Company will not accept any form of fraud including but not limited to credit card fraud. The Company shall conduct full investigations and pursue all the losses it might incur under the law. The Company will conduct court proceedings and will claim any losses incurred covering all business, legal fees, research costs, human resource and loss of income.

18.3 The Company maintains systems which monitor fraudulent activities. Any transactions detected are immediately cancelled along with any orders associated with the transaction. The Company maintains a database of black listed users which are banned from trading.

## 19 Force Majeure

19.1 Neither Party shall be liable for the non-performance or improper performance of its obligations under this Agreement, if such Party is prevented from or delayed by reason of occurrence of Force Majeure circumstances and/or event, including but not limited to the following:

- a. Government actions, the outbreak of war or hostilities, the threat of war, military actions, rebellion, acts of terrorism, national emergency, riot, strike, civil disturbance/disorder, sabotage, requisition, or any other international calamity or political crisis;
- b. Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster;
- c. Labour disputes not including disputes involving the Company's workforce;
- d. Postal or other strikes or similar industrial action;
- e. failure of communication for any reason with Market makers, mal-functioning and/or non-operation of any computer transaction system due to defectiveness or failure of the mechanic equipment, fault or stoppage in communication lines, any other problems in connection, breakdown or unavailability of access to the internet or the Platform;
- f. other similar circumstances that are beyond the reasonable control of the affected Party that may occur after the conclusion of the Agreement;
- g. (i) Suspension of trading on a market or the liquidation or closure of any market, or the fixing of minimum or maximum prices for trading on a market 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 a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
- h. Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the Company) including, but not limited to any breakdown, or interruption of power supply, or failure of transmission or communication or computer facilities, including but not limited to hacker attacks and/or other illegal actions against Company's Electronic Trading Platform and/or the Company's equipment;
- i. There is extreme volatility in the Underlying Asset / Market;

- j. Any other extreme event beyond the reasonable control of the Company (such a terrorist attack, a drastic decision of a Monetary or other Authority, a referendum) which may suddenly or drastically affect the prices in the Underlying Asset / Market.
- k. Any other event, act and/or circumstances and/or action and/or omission and/or event and/or occurrence in relation but not limited, to any natural and/or economic and/or social and/or political and/or technological and/or governmental events and/or activities and/or omissions and/or occurrences that will have direct effect in the regulated markets and which (including, without limitation, to any illegitimate actions against 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, including but not limited to any other even that might be considered by the Company as an abnormal market condition based on which the Company may be unable to execute a Client Order at a declared price.

19.2 If the Company determines that a force majeure event occurred, without prejudice to any other rights of the Client under the account opening agreement, the company may:

- a. Increase margin requirements and/ or  
increase spreads and/ or
- b. decrease leverage and/ or (Leverage is a ratio of amount used in a transaction to the required deposit)
- c. close out, in good faith, any open positions at a price that the Company considers
- d. reasonable and/ or
- e. request amendments to any closed positions and/ or
- f. suspend the provision of the Services to the Client and/ or
- g. amend any of the content of the Agreement on the basis that it is impossible for the company to comply with it.
- h. suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them and /or

- i. take or omit to take 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.

## **20 Termination and Results of Termination**

20.1 Without prejudice to the Company's rights under this Agreement to terminate it immediately without prior notice to the Client, each Party may terminate this Agreement with immediate effect by giving at least 15 Business Days Written Notice to the other Party. Termination will be without prejudice to Transactions already initiated. In the case of such termination, all pending Transactions on behalf of the Client shall be cancelled and any open positions shall be closed. Upon termination of this Agreement the Company will be entitled, without prior notice to the Client, to cease the access of the Client to the Company's Trading Platform.

20.2 Termination by any Party will not affect any obligation which has already been incurred by either Party or any legal rights or obligations which may already have arisen under the Agreement or any Transactions made hereunder.

20.3 Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement.

20.4 Once notice of termination of this Agreement is sent and before the termination date:

- a. the Client will have an obligation close all his Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions (the time of the closing of the open positions is at the discretion of the Company);
- b. the Company will be entitled to cease to grant the Client access to the Platform(s) or may limit the functionalities the Client is allowed to use on the Platform(s);
- c. the Company will be entitled to refuse to accept new Orders from the Client;
- d. 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.

20.5 Upon Termination any or all the following may apply:

- a. The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances;
- b. The Company has the right to close the Client Account(s);
- c. The Company has the right to convert any currency;
- d. The Company has the right to close out the Client's Open Positions;
- e. In absence of illegal activity or suspected illegal activity or fraud 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) 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 to the Client's Instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.
- f. Termination shall not in any case affect the rights which have arisen, existing commitments and/or any contractual provision which was intended to remain in force after the termination and in the case of termination, the Client shall pay to the Company:
  - i. Any pending fees/commissions of the Company and any other amount payable to the Company;
  - ii. Any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of this agreement;
  - iii. Any damages which arose during the arrangement or settlement of pending obligations.

20.6 The Company may terminate this Agreement immediately without giving fifteen (15) Business Days' notice in accordance with the terms of Clause 14 above herein 'Events of Default' and not limited to the following cases:

- a. The Client violates and/or breaches any part and/or term within this Agreement and/or any documentation that forms part of this Agreement provided by the Company to the Client;
- b. The Client's involvement in, but not limited to, any criminal and/or fraud and/or illegal action and/or omission whether against the Client and/or in turn adverse implications to and/or involvement of the Company deriving from and/or is linked in connection with the Client's involvement and/or in which it places the Company's interests and/or any Company's Clients interests at risk prior to terminating the Agreement;
- c. Should any application be made and/or any order is issued and/or a meeting is convened and/or a resolution is approved and/or any measures of bankruptcy and/or winding up of the Client are taken;
- d. Such termination is required by any Competent Regulatory Authority and/or Governmental Body and/or Court of Law;
- e. The Company has grounds to believe that the Client's trading activity affects in any manner the reliability and/or smooth operation and/or orderly of the Company's Trading Platform.
- f. The Client has failed to provide any information related to any investigation or/and verification undertaken by the Company or/and any other Competent Authority;
- g. The Client act in a rude or abusive manner and/or threats to employees of the Company;
- h. False and/or misleading information provided by the Client or unsubstantiated declarations made herein.
- i. The Death of the Client in the cases of the Client being a physical person.
- j. The Company has grounds to believe that the Client's trading activity affects in any manner the reliability and/or smooth operation and/or orderly of the Company's Trading Platform.

## **21 Governing Law and Jurisdiction**

21.1 These Terms shall be governed by and construed in accordance with the Laws of the Saint Vincent and the Grenadines.