

# **CLIENT AGREEMENT**

FOREX CLUB INTERNATIONAL LLC

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## 1. INTRODUCTION

- 1.1. This Client Agreement is entered into by and between **Forex Club International LLC**, a legal entity acting under the laws of Saint Vincent and the Grenadines, registered under the number 1277 LLC 2021 with its registered address at The Financial Services Center, P.O.Box 1823, Stoney Ground, Kingstown, VC0100, St. Vincent & the Grenadines (also referred to as "we", "us" or "the Company") and the Client (also referred to as "you", "yours").
- 1.2. The Agreement (hereinafter referred to as the "Agreement") means the Client Agreement, any appendices added thereto, the Rules for Trading Operations, the Rules for Non-Trading Operations, Terms and Definitions, Risk Disclosure, and CFD Specification, as well as other documents and information available on the Company's Websites. By applying for our services, you are consenting to the terms and conditions of all the above-mentioned documents, which form the Agreement. Doing so means that, in the event that you are accepted by us as our Client, you and we shall be bound by these terms and conditions.
- 1.3. For your benefit and protection, please ensure you take sufficient time to read the Agreement, as well as any other additional documentation and information available to you via the Company's Websites, prior to opening a Trading Account and/or carrying out any activity with us. You should contact us for any further clarification or seek independent professional advice (if necessary).
- 1.4. You hereby expressly acknowledge and agree that: (a) by completing and submitting to the Company an application form to open a Trading Account and/or by clicking the appropriate space or the "I accept the Client Agreement" statement or any similar buttons/confirmation statements designated to show us your approval and acceptance of this Agreement and/or (b) by accessing or using and/or by continuing to access or use the services provided by the Company, you fully agree to abide by and to be bound by all the terms and conditions set out in the Agreement, as they may apply to you.
- 1.5. It is our intention that the Agreement contain all the terms and conditions that govern our relationship and your activities with us; that the Agreement overrides any other previous agreements, arrangements, and expressed or implied statements made by us; and that any acts, omissions or representations (oral or otherwise) made by you or us, including any of our employees with whom you may have dealt, shall not amend or take priority over the Agreement.
- 1.6. A glossary of capitalised terms can be found on Schedule A of this Agreement.

## 2. COMMENCEMENT AND EFFECT OF THE AGREEMENT

- 2.1. The Company will provide its services strictly under the following terms and conditions, which are non-negotiable and may be amended from time to time at the Company's discretion. By adhering to this Agreement, the Client agrees to make all Trading and Non-Trading Operations under the terms and conditions of this Agreement. Adherence to this Agreement is performed by the Client at the moment Personal Account on the Company's Website or mobile application is opened (registered) by the Client and verified by the Company.

- 2.2. The Agreement shall commence once your Trading Account is activated. The Company conducts due diligence/KYC procedures with respect to the Client to meet our legal requirements.
- 2.3. This Agreement shall not constitute a public offer. The Company reserves the right to refuse anyone from concluding this Agreement, opening a Trading Account or creating a Personal Account or to cancel anyone's adherence to this Agreement at its sole discretion and without giving any reasons.

### **3. OPENING A TRADING ACCOUNT**

- 3.1. Following receipt of your application to open a Personal Account, we will use the information you have provided us to conduct further enquiries about you as we may deem necessary or appropriate in the circumstances for us to fulfil our legal obligations. This includes but is not limited to verifying your identity information or obtaining references from third-party information providers and databases (public or otherwise). You understand that such enquiries can be conducted at any stage of the relationship, and we expect you to assist us with any additional information. Failure to do so will lead to the termination of the relationship between you and us in accordance with the terms of the Agreement.
- 3.2. We will review your application and, only if we are satisfied with the information/documentation received, will we accept you as a Client and, therefore, open your Trading Account.
- 3.3. You are responsible for providing us with correct and accurate information and we can rely on the information you have provided us unless we have reasons to believe that the information you have provided us is inaccurate. In the event of any change in the information you provided us, you must notify us in writing.
- 3.4. We reserve the right to request the following from you at any time from the moment of registration for identification purposes:
  - 3.4.1. For a natural person: an identification document.
  - 3.4.2. For a legal entity: registration, constituent instruments and documents confirming its legal status.
- 3.5. The Company has the right to perform enhanced due diligence of the Client at any stage of the relationship. If the Client does not provide documents / information requested by the Company, the Company shall have the right to restrict and/or prohibit the Client from carrying out Trading / Non-Trading Operations.

### **4. SERVICES**

- 4.1. We offer you, on an execution-only basis, access to trading several instruments in the form of CFDs (i.e. Contracts For Difference). A detailed description of the instruments we offer and CFD specifications are available on our Website.

- 4.2.** We will act as principal in Trading Operations with you and not as an agent on your behalf. This means that we are the counterparty to all your Trading Operations.
- 4.3.** You understand that the Company shall not provide physical delivery of the Underlying Asset on which the CFD is based.
- 4.4.** We do not provide investment, financial, legal, tax or any other form of advice. You understand that you shall make your own assessment of any transaction prior to entering into Trading Operations and shall not rely on any opinion, material or analysis provided by us or any of our affiliates, employees or other related parties as being advice or a recommendation. If you are unsure whether you should proceed with this Agreement, you may wish to seek independent advice.
- 4.5.** We do not offer investment research, and any material containing market analysis is considered marketing communications and should not be construed as advice, recommendation or research.
- 4.6.** One or more of the Trading platforms we use may allow clients to execute trades automatically, i.e. without the need for manual input from your side (“Auto-trading feature”).
  - 4.6.1.** The Feature allows the Client to set Platform settings so that each subsequent trade is opened automatically on the same instrument, in the same direction and on the available price if the previous trade was closed by a Limit order (Stop Loss, Take Profit). Each new trade is opened according to the initial parameters entered by the Client (multiplier, Take Profit, Stop Loss, Auto-Increase, etc.). If a trade closes by Stop Loss, Stop Out or manually (regardless of whether the result is positive or negative), the Feature is deactivated automatically. The Feature may be manually deactivated by the Client at any time. The Feature is not activated if the Client does not set Take profit. In cases where a change in trading conditions causes the trading parameters set by the Client to no longer meet the Company's requirements, the Feature will be automatically disabled.
  - 4.6.2.** To activate the Feature, the Client should click the Auto-Trade button in the Platform and accept the Terms of Use and Risk Disclosure when launching the Feature for the first time. From that moment, the Feature will be available to the Client.
  - 4.6.3.** By using this Feature, the Client acknowledges that the opening and closing of trades may happen through automated trading execution in his/her account without his/her manual intervention and permission. Therefore, the Client authorizes the Company to execute all actions undertaken by using the Feature. These actions are done automatically once initiated by the Client and do not require any pre-authorisation of ongoing activity. Furthermore, the Client hereby authorizes the Company to limit and/or withhold the Feature based on the Company's ongoing assessments in accordance with its policies and procedures.

- 4.6.4.** There are special characteristics and risks associated with the Feature. You should carefully consider whether Auto-Trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.
- 4.6.5.** The Feature provided is not a recommendation to buy or sell. This Feature should only be used by clients who are aware of the risk involved in trading. Because software is inherently complex and may not be completely free of errors, you are advised to closely monitor activity on your accounts. The Company does not assume liability for any technical, electronic or any other types of errors that occur while using the Feature. In particular, the Company is not responsible for any costs or losses, including but not limited to those incurred as a result of using the Feature. The Client is fully responsible for any trades generated by the Feature and is advised to monitor auto-trading activity closely. By using the Feature, the Client acknowledges that he/she is in complete control of the product and can disable/re-enable and modify risk settings and trades at any time.
- 4.6.6.** For a more detailed description of the use of the Feature, please refer to Auto-Trading Terms of Use and Risk Disclosure, available on our Website.

## **5. TRADING PROCEDURES & ORDERS**

- 5.1.** You or your authorised representative may place Orders via means approved by us, including, but not limited to, our Online Trading System(s) and your registered e-mail address.
- 5.2.** Orders are executed according to the Rules for Trading Operations, which are binding on the Client. The Company will make reasonable efforts to execute an Order, but you understand and agree 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.
- 5.3.** Under certain circumstances, provided that we are satisfied with the authenticity of your identity and the clarity of your instructions, we accept orders over the phone. If, for any reason, you are unable to access the Online Trading System(s) to transmit orders to trade CFDs, you may do so by contacting our Dealing Department over the phone. In this case, we'll need to verify your identity. Orders over the phone will only be accepted in our official language, except for cases where Dealing Department operators speak other languages. It should be noted that the Company reserves the right to reject such verbal orders when the Dealing Department operator is not satisfied with the Client's identity or the clarity of orders. The Client accepts that at times of excessive transaction flow, there might be a delay in connecting over the phone with a Dealing Department operator, especially when there are important market announcements.
- 5.4.** If we receive an Order by any means other than through the Online Trading System(s), the Order will be transmitted by us to the Online Trading System(s)

(if possible) and processed as if it were received through the Online Trading System(s).

- 5.5.** We will be entitled to rely and act on any Order without any further enquiry, and we will consider any Orders to be binding upon you when such an Order has been placed using your password (Access Code).
- 5.6.** We shall execute all Orders given by you strictly in accordance with their terms. We shall bear no responsibility for checking the accuracy of any Order. Any Order that you give us constitutes an irrevocable instruction for us to proceed with the Trading Operation on your behalf.
- 5.7.** Any Order shall be conclusively deemed to be a valid Order from you to us if we believe it to be genuine. You are responsible for any loss, claim or expense incurred by us for following or attempting to follow any of your Orders. You accept that you will be liable for all Orders given through and under your Access Code, and any such orders received by us will be considered received from you. In cases where a third party is assigned as an authorised representative to act on your behalf, you will be responsible for all orders given through and under your representative's Access Code. Note, however, that the Company applies a negative Balance protection policy, pursuant to which you may not lose more than the amount deposited in your Account. In the event that an Open Position is closed at a price that causes your Equity to fall below zero, the Company shall waive its right to receive the Balance from you.
- 5.8.** We will not be obliged to check or have regard to any assumption made or expressed by you as to the effect of any trade on your existing or overall positions with us. We shall not take into account any of your comments that any trade you place is a trade to close part or all of an Open Position. We will treat all trades as a buy or a sell, regardless of whether the trade has the effect of opening a new position or closing an existing one. It is your responsibility to be aware of your positions at all times.
- 5.9.** If you give us an Order that puts you in breach of any part of this Agreement, we may, at our absolute discretion, fulfil such an Order to the extent we deem appropriate, and you will not have any right to cancel any resultant partially filled Order. You will be liable for the breach of this Agreement and remain liable for the settlement of the resultant Trading Operation in accordance with the terms of this Agreement.
- 5.10.** Except where our Online Trading System(s) permits, all Orders we offer are final and cannot be cancelled or deleted unless we expressly agree to cancellation or deletion and/or unless otherwise provided in any of our legal documentation.
- 5.11.** We have the right to:
  - 5.11.1.** Refuse to execute specific Trading Operations for the Client if they fail to comply with the terms and conditions set forth in the Rules for Trading Operations
  - 5.11.2.** Suspend some Trading Operations if it is revealed that the Client's identification data is incorrect or unreliable, as well as if the Client has not provided or has refused to provide requested documents.



## **6. MARGIN REQUIREMENTS**

- 6.1.** In order to Open Positions and maintain Open Positions, the Client shall need to provide and maintain the Initial Margin within such limits as the Company, at its sole discretion, may determine at any time under the CFD Specifications for each type of CFD. Our Margin Requirements are set out on our Website under CFD Specifications.
- 6.2.** It is the Client's responsibility to ensure that he/she understands how Margin Requirements are calculated. The Company has the right to change the Margin Requirements at its sole discretion.
- 6.3.** You agree to pay us upon demand such sums by way of Margin as are required from time to time under the Rules of any relevant market (if applicable) or as we may deem, at our discretion, to be reasonably required for the purpose of protecting ourselves against loss or the risk of loss on present, future or contemplated transactions under this Agreement.
- 6.4.** We shall have the right, in addition to any other rights we may have under this Agreement, to close at market prices and/or limit the size of your Open Positions and to refuse to establish new Open Positions in any of the following cases:
  - 6.4.1.** The Company considers that there are abnormal trading conditions.
  - 6.4.2.** The value of the Client's Margin falls below the minimum Margin Requirement.
  - 6.4.3.** At any time, Equity is equal to or less than a specified percentage of the Margin (collateral) needed to keep the Open Position.
  - 6.4.4.** In case of fraud or abusive trading by the Client.
  - 6.4.5.** The Company's system(s) rejects the Order due to trading limits imposed on the Trading Account.
  - 6.4.6.** When the Margin Level reaches the Stop-Out Level, the Client's positions will start closing automatically at market prices, starting with the most losing Order, and the Company has the right to refuse new Orders.

## **7. ONLINE TRADING SYSTEM(S), WEBSITE ACCESS AND INTELLECTUAL PROPERTY**

- 7.1.** The Company provides you with a limited license, which is non-transferable, non-exclusive and fully recoverable, to use the Online Trading System(s) (including the use of the Website and any associated downloadable software available from time to time) in order to place Orders for CFDs. The Company may use different Online Trading System(s) and has the right to change, at its sole discretion, the list of the Trading Platforms recommended for use in order to fulfil the terms of the Agreement. Hence, when your Trading Account is enabled for trading, you are entitled to use your Access Code within our Online Trading System(s) in order to place Orders in CFDs.



- 7.2.** The Company has the right to shut down the Online Trading System(s) at any time for maintenance purposes without prior notice to the Client. This will be done only on weekends unless doing so is not convenient or in urgent cases. In these cases, the Online Trading System(s) will be inaccessible. The Company may upgrade or replace the Online Trading System(s) from time to time.
- 7.3.** The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Online Trading System(s), which includes at least a personal computer or mobile phone or tablet (as the case may be), internet access by any means and a telephone or other access line. Access to the internet is an essential feature, and the Client shall be solely responsible for any fees necessary in order to connect to the internet.
- 7.4.** The Client represents and warrants that he/she has installed and implemented appropriate means of protection related to the security and integrity of his/her computer or mobile phone or tablet and that he/she has taken appropriate actions to protect his/her system from computer viruses or other similarly harmful or inappropriate materials, devices, information or data that may potentially harm the Website and/or Online Trading System(s). The Client further undertakes to protect the Company from any wrongful transmissions of computer viruses or other similarly harmful or inappropriate material or devices to the Online Trading System(s) from his/her personal computer, mobile phone and/or tablet.
- 7.5.** The Company will not be liable to the Client should his/her computer system, mobile phone and/or tablet fail, damage, destroy and/or format his/her records and data. Furthermore, if the Client incurs delays and/or any other form of data integrity problems that are a result of his/her hardware's configuration or mismanagement, the Company shall not be liable.
- 7.6.** You acknowledge that the internet may be subject to events that may affect your access to our Website and/or Online Trading System(s), including, but not limited to, interruptions or transmission blackouts. We are not responsible for any damages or losses resulting from such events that are beyond our control or for any other losses, costs, liabilities or expenses (including, but not limited to, loss of profit) which may result from your inability to access our Website and/or Online Trading System(s) or delay in or failure to send Orders. We are not an internet service provider and cannot be responsible for not fulfilling any obligations under this Agreement because of internet connection failures, public electricity network failures or hacker attacks.
- 7.7.** Online Trading System(s) that may have been developed by the Company or a third party is (are) provided on an "as is" basis. The Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of usability of the Online Trading System(s) and the Company's services. We cannot guarantee stable and uninterrupted 24/7 operation of the Online Trading System(s) and access to the Online Trading System(s) and the Company's services. We shall bear no responsibility for any damages or losses, costs, liabilities or expenses (including, but not limited to, loss of profit) which may result from your inability to access the Website and/or Online Trading System(s) or our services.

## **8. SECURITY OF ACCESS DATA**

- 8.1.** Logging into the Personal Account page requires the Access Code that you created when registering on the Company's Website or mobile application. You can change the Personal Account Access Code at any time or to use the Access Code restoring function.
- 8.2.** We will accept instructions only from you. All instructions made via a Personal Account in possession of your Access Code shall be considered as if these instructions were coming from yourself, without us making any further enquiry.
- 8.3.** It is your responsibility to keep your Access Code confidential and not to reveal it to any person, whether intentionally or unintentionally. We cannot control how you treat your Access Code, and you are solely responsible for ensuring that no third party obtains any unauthorised or another form of access. We shall not be liable for any access by any person other than yourself, whether authorised by you or not.
- 8.4.** You are responsible for keeping any information regarding your dealings with us private and confidential. You acknowledge that we bear no responsibility if unauthorised third parties have access to information, including electronic addresses, electronic communication and personal data, when the above are transmitted between us or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.
- 8.5.** You must notify us as soon as possible if you become aware of your Access Code or any other information regarding your dealings with us being used or becoming known by any person without your authorisation. You accept that we are unable to identify any instances where a person other than yourself is accessing our Online Trading System(s) with your credentials without your express consent. You agree that you will cooperate with any investigation we may conduct into any misuse or suspected misuse of your Access Code.
- 8.6.** If the Company is informed from a reliable source that the Access Code may have been received by unauthorised third parties, the Company may, at its discretion, without having an obligation to the Client, deactivate the Trading Account(s).

## **9. CLIENT ACKNOWLEDGEMENTS AND CONSENT**

- 9.1.** CFDs are considered leveraged and complex products and bear high risk. To this extent, the Company offers negative Balance protection. Therefore, the maximum loss that may be incurred by any Client is the amount of his/her Balance. To increase your protection, we are introducing negative Balance protection to the trade amount instead of the Account Balance.
- 9.2.** You unreservedly acknowledge and accept that:
  - (a) You run a great risk of incurring losses and damages as a result of trading CFDs and accept and declare that you are willing to undertake this risk.

Damages may include the loss of all your money and also any additional commissions and other expenses;

- (b) CFDs carry a high degree of risk. The gearing or leverage often obtainable in CFD trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately larger movement in the value of your investment. This can work against you as well as for you. CFDs have a contingent liability, and you should be aware of the implications of this, in particular, the Margin requirements.
- (c) When trading CFDs, you are trading on the outcome of the price of the Underlying Asset (e.g., currency or metal or commodity) and that trading does not occur on a regulated market, but rather, on Over-The-Counter (OTC).
- (d) You have chosen the particular type of service and CFD Instrument, taking your total financial circumstances into consideration, which you consider reasonable under such circumstances.
- (e) You agree and understand that trading on an electronic Online Trading System(s) carries risks.
- (f) You have read our Risk Disclosure" notice, which is available on our Website.

**9.3.** We shall not be contractually committed to any legal entity and/or natural person wishing to become a Client of the Company until such time that the Company has confirmed to such person that it has opened a Trading Account on his/her behalf and the Client has successfully initially funded such a Trading Account.

**9.4.** The terms of this Agreement, as amended from time to time and as they are published on the Company's Website, override any previous, current or future representation, expressed or implied, made or to be made by us and/or any of our representatives and shall be the only legally enforceable means that define the relationship between the Client and the Company.

**9.5.** The Client acknowledges that he/she has read, fully understood and accepted the contents of this Agreement along with the Rules for Trading Operations, Rules for Non-Trading Operations, Risks Disclosure, Procedure for Handling Complaints, Privacy and Cookies Policy and, solely based on these contents, he/she has willingly entered into a legally binding agreement with the Company. For all information about the Company and its activities, including any other documentation referenced in this Agreement, the Client should always refer to the legal documentation posted on the Company's Website.

**9.6.** The Client accepts and understands that it is his/her full responsibility to monitor for updates of the applicable Agreement in force as published on the Company's Website from time to time. Any viewer or user of the Company's Website, whether a Client or not, accepts and understands that use of the Company's Website or of any form of access through this Website of information shown or of a service offered by the Company constitutes knowledge and acceptance of the Agreement and all its contents.

- 9.7.** Where we provide you via the Online Trading System(s) with any links to other websites and/or resources from third parties, such links are provided for information purposes only. We have no control over the content, quality or security of the information contained on those websites and/or resources, and, therefore, we cannot be held liable for any losses that may arise from your use of them.
- 9.8.** We reserve the right to amend the CFD Specifications and Conditions available on our Website from time to time when we deem so necessary. You shall endeavour to remain up-to-date with regard to our CFD Specifications and Conditions, as well as any other information which may be of interest to you, and you shall take all necessary actions to safeguard your interest where you believe you may be affected in any way by any such amendments.
- 9.9.** In addition to the above, you understand that we may remove any of the products offered, and/or we may cease to provide you with the ability to place an Order at any time. Where we have ceased to provide any product and you have a previously Open Position for that product, it is your responsibility to cancel and/or close such a position during the time that we should allow you to do so. Otherwise, we will close the position at the last available price for the relevant instrument. You also understand that any Open Positions on CFDs with expiration date will be automatically closed at the end of the last trading day.
- 9.10.** Where you are in breach (or we have reasonable grounds to believe you may be in breach) of any term contained in the Agreement, we reserve the right to temporarily or permanently suspend your access to your Trading Account(s), and/or terminate the Agreement, and/or take any other actions as we may see fit in the circumstances.
- 9.11.** You agree and understand that you will not be entitled to delivery of or be required to deliver the Underlying Asset of the Instrument nor ownership thereof or any other interest therein.
- 9.12.** You agree and understand that no interest shall be due on the money we hold in your Trading Account unless otherwise stipulated by the Company.
- 9.13.** You solemnly declare that you have carefully read and fully understood the entire text of the Agreement and that you fully agree with it.

## **10. CONFLICTS OF INTEREST**

- 10.1.** When the Company deals/transacts with the Client, the Company (or an associate or some other person connected with the Company) may have an interest, relationship or arrangement that is material in relation to the Trading Operation concerned or that conflicts with the Client's interest.
- 10.2.** We will take reasonable steps to identify conflicts of interest between ourselves, our associates and our Clients, or between one Client and another, that arise in the course of providing our services.
- 10.3.** You understand and agree that such circumstances may arise, and where they do, we will make our best endeavours to mitigate them.

- 10.4.** Further details can be found in our Conflicts of Interest Policy, available on the Company's Website.

## **11. CHARGES AND OTHER FEES**

- 11.1.** You agree to pay all applicable charges, such as Spread(s), Commissions and Swap(s), which are available on our Website. Any of the charges applicable to your dealings with us may be amended from time to time.
- 11.2.** If a Trading Operation is closed at a loss, that loss will be deducted from your Trading Account, and your available Balance will be adjusted accordingly.
- 11.3.** If a Trading Operation is closed at a profit, that profit will be credited to your Trading Account, and your available Balance will be adjusted accordingly.
- 11.4.** If your Trading Account(s) remain inactive (i.e., there are no Trading Operations, no Open Positions, no Withdrawals or Deposits) for a period of ninety (90) days, we reserve the right to charge you according to the rules described on [the Company's Website](#) in order to keep the Trading Account open. When the Balance of the Trading Account is less than the amount of commission, the Trading Account will be charged an amount that evens the Balance of the Trading Account to zero. Once your Trading Account reaches a zero Balance, the Company reserves the right to close your Trading Account without any further notice.
- 11.5.** For some payment methods, there are transaction fees. We reserve the right to impose any fees or charges with regard to specific payment methods as we deem necessary.

## **12. CLIENT MONEY**

- 12.1.** Client Money deposited with us for the purposes of trading CFDs shall be treated as "Client Money". For the avoidance of doubt, your money ceases to be "Client Money" when it is placed as Margin to Open Positions.
- 12.2.** The Company may keep merchant Accounts in its name with payment service providers used to settle the payment transactions of its Clients. However, for the avoidance of doubt, it is noted that such merchant Accounts are not used to safeguard Client Money but only to effect settlements of payment transactions.
- 12.3.** All Client Money will be paid into bank Accounts maintained by us with regulated banking institutions. Bank Accounts are held in our name but are established to hold Client Money.
- 12.4.** The Company may use multiple institutions to ensure diversification and allocate the internal percentage limits for each such institution. The Company will give instructions to the institutions(s) regarding the transfer and movement(s) of Client Money. Where you have an Open Position, we will set off any unrealised losses incurred against any of the Client Money held by the Company in any Account. This means that the Company may transfer any or part of any unrealised losses incurred by you from the segregated Account to an Account(s) of the Company. Conversely, we may transfer any unrealised

profits incurred by you as a result of an Open Position from the Company's Account to the omnibus Account.

- 12.5.** We do not hold individual segregated Accounts, and your money will be co-mingled into one or more bank Accounts with other retail Client Money. It is understood that the Company may hold Client Money and the money of other Clients in the same Account (an omnibus Account). In general, Accounts held with financial institutions, including omnibus Accounts, face various risks. For instance, in the event of a default, no single Client will have a claim against a specific sum in a specific Account in the event of insolvency or default of the institution. Only the Company has the right to claim against the institution in the event of insolvency or default of the institution, including its bankruptcy. In the event of the Company's insolvency or default, including its bankruptcy, no single Client will have a claim against the institution.
- 12.6.** The funds held in the bank Account may be exposed to obligations of the Company connected with the positions of other Clients.
- 12.7.** We shall not be held responsible for any losses of the Client as a result of the insolvency, acts or omissions of any institution with which client money is held, regardless of the jurisdiction.
- 12.8.** The Company shall not pay to the Client any interest earned on Client Money (other than profit gained through Trading Operations from his/her Trading Account(s) under this Agreement), and the Client waives all right to interest.
- 12.9.** The Company has the right to combine any and all Accounts opened in the Client's name and to consolidate the Balances in such Accounts and to set off such Balances in the event of the Termination of the Agreement.
- 12.10.** Where you receive money from the Company by mistake, we reserve the right to deduct any amount from your Trading Account without any notice. In the event that the money has been sent to your Account outside the Company, you agree to hold such an amount of money in trust for our benefit. If you use any funds sent to you by mistake, we will have a claim on those funds in addition to any profit derived from the use of those funds. We shall not compensate you for any losses incurred by you as a result of you using the said funds. The claim for the full amount shall remain.

## **13. TAXATION**

- 13.1.** It is agreed and understood that the Client shall be solely responsible for all filings, tax returns and reports that must be made to any relevant authority, whether governmental or otherwise, and for the payment of all taxes (including, but not limited to, any transfer or value-added taxes) arising out of or in connection with his/her trading activity with the Company hereunder. It is possible that other costs, including taxes, relating to transactions carried out on the Online Trading System(s) may arise for which the Client is liable and which are neither paid via us nor imposed by the Company.

## **14. BONUSES**

- 14.1.** The Company may conduct from time to time loyalty programmes/bonus schemes or other promotions on the terms determined by the Company.



- 14.2.** If the Client agrees to participate in such a loyalty programme/bonus scheme, the following terms and conditions shall apply:
- 14.2.1.** The Client shall not be entitled to participate in more than one loyalty programme/bonus scheme at the same time unless otherwise explicitly provided for in the applicable terms and conditions;
  - 14.2.2.** The Company reserves the right, at its sole discretion, to disqualify any Client from any loyalty programme and/or any bonus scheme if the Company suspects misuse or attempted misuse of the loyalty programme and/or any bonus scheme or suspects violations of the present Agreement and/or any of the terms and conditions of the loyalty programme or bonus scheme. The Company further reserves the right to nullify any and all Operations made and cancel all Orders and annul and/or withdraw all profits of a Client suspected of the above. In these circumstances, the Company shall not be liable for any consequences of the cancellation of the loyalty programme, any bonus scheme and/or Bonuses (Bonus Funds).
  - 14.2.3.** The Company reserves the right, at its sole discretion, to alter, amend, suspend, cancel or terminate Bonuses (Bonus Funds), the loyalty programme and/or any bonus scheme or any aspect of it at any time and without any prior notice. Under no circumstances shall the Company be liable for any consequences of any alteration, amendment, suspension, cancellation or termination of the loyalty programme and/or any bonus scheme and/or Bonuses (Bonus Funds).
  - 14.2.4.** Any suspicion of fraud, manipulation, bonus or swap arbitrage, hedging positions or other forms of deceitful or fraudulent activity on the Client's Trading Account with the Company or otherwise related or connected to the loyalty programme and/or any bonus scheme shall nullify any and all Operations executed and/or profits or losses garnered therein.

## **15. REPORTING AND COMMUNICATION**

- 15.1.** The Company shall provide the Client with adequate reporting on his/her Orders. For this reason, the Company will provide the Client with online access to his/her Trading Account via the Trading Platform(s) used by the Client, which will provide him/her with sufficient information.
- 15.2.** We will communicate with you about any notice, instructions, authorisations, requests, termination letters and complaints or any other communication via the Trading Platform, your registered e-mail address or telephone number. Any communication from you to us shall be deemed effective on the date and time of reception by us. It is your responsibility to ensure you have read any and all communications we may send you from time to time via any communication method.
- 15.3.** You consent and agree that our official language is English. The provision of any information, including marketing material, any translated version of the Agreement and/or any other communication in a language other than our official language, is provided solely for your convenience, and the legally binding



version shall be the English language version of such documentation. In the event of a dispute, the English version shall prevail.

- 15.4.** The Company keeps records of all services and activities we provide, as well as of all transactions undertaken. The Company, therefore, records all communications, including any incoming and outgoing telephone communications, as well as all other electronic communications relating to any transactions concluded when dealing on the Company's Account, providing services that relate to the reception, transmission and execution of Client Orders as well as for quality monitoring and training purposes. The Company will also record any other communications between it and the Client, including chat messages, e-mails and other electronic communications, even if those conversations or communications do not result in the conclusion of such transactions or in the provision of Client Order services. The Company reserves the right to use these records where it deems necessary, including, but not limited to, dispute resolution, including transferring them to banks, payment systems and other third parties involved in resolving the dispute(s).
- 15.5.** The Company may monitor and/or record any electronic communications between the Parties (including phone calls, e-mails, text (SMS) messages, and instant messages via Skype, etc.) to provide verification of instructions and maintain the quality of our services and support, for training purposes and to check compliance with this Agreement, our internal policies and procedures.
- 15.6.** The Client accepts that the Company may contact the Client from time to time by phone, e-mail or the Trading Platform(s) for marketing purposes to bring to the Client's attention products or services that may be of interest to him/her or to conduct market research.
- 15.7.** All records are stored by the Company in a durable medium, which allows us to replay or copy them and retain such records. The Company may provide copies of such recordings to any authorities upon their request in order to comply with their regulatory obligations without the Client's consent.
- 15.8.** You understand and accept that you have been notified in advance about the recording of any telephone conversation or electronic communication between you and us, according to the above notification.
- 15.9.** The Client shall get acquainted with all messages and notifications sent by the Company that are posted on the Company's Website, in the Client's Personal Account or sent to the Client's registered e-mail address.

## **16. CONFIDENTIALITY AND DATA PROTECTION**

- 16.1.** By providing to the Company his/her personal details in any form and by any means (when performing any actions on the Company's Website, via the Company's counterparties, etc.), the Client (natural person) consents to the Company and its partners processing (automatically or without any automation means) personal details provided for the purpose of executing the Agreement, organising advertising campaigns, providing him/her with advertising materials, information regarding Company's events and promotions, as well as for other purposes determined by the Company including: actions connected to the

collection, recording, systematisation, replenishing, keeping, correcting (updating, changing), extraction, use, transfer (distribution, providing access to), depersonalisation, blocking, deletion, destruction, and/or cross-border transfer of personal details. The consent shall be valid for the time period required for keeping corresponding information or documents containing the corresponding information, which are determined in accordance with the legislation in force in the country of the Company's location. The Company shall be notified of any withdrawal of consent in accordance with applicable legislation. The relevant contact information to do so is available on the Company's Website.

- 16.2.** The Client has the right to withdraw his/her consent at any time by notifying the Company in writing. However, as the Company may not be able to provide the Client with services should the Client choose to do so, the Company reserves the right to refuse to enter into or terminate the Agreement. The Client shall understand that the Company is required to keep all records of his/her data and dealings with the Client for as long as necessary.
- 16.3.** The Company will not disclose and/or share any of the Client's information to third parties without the Client's prior consent, except in the event that the Company is required to do so by a regulatory authority under the applicable jurisdictions, by a court, and/or enable the Company to provide the Client with its services, as well as to improve these from time to time. The latter includes, but is not limited to, marketing companies, business partners, IT service providers and other financial institutions, such as payment services providers and banks. Where the Company discloses and/or shares any of the Client's information per this clause, the Company will take all reasonable steps to do so in a secure manner.
- 16.4.** Where the Client has been introduced to the Company by a third party pursuant to an affiliate/partnership/other introducing agreement between the Company and the third party ("affiliate"), the affiliate may have access, to a certain extent, to information about the Client's dealings with the Company.
- 16.5.** You acknowledge that we shall store your personal data (and records of your dealings with us) for as long as your Trading Account is active and registered with us, we are providing the services to you and/or as required under applicable law.
- 16.6.** The Client shall respect the confidentiality of the information that came to the knowledge of the Client while executing this Agreement.
- 16.7.** The Client shall have the right to use information posted by the Company or third parties access to which was provided to the Client under this Agreement only to execute Operations described in this Agreement. The Client shall have no right to distribute, change, add or keep in his/her own records the information provided by any means. In any case, the rights provided to the Client in relation to the information posted by the third parties cannot exceed the amount of rights that the Company received from the third party. The Company doesn't guarantee that the information posted by third parties is correct, accurate and up-to-date or will be provided on a regular basis without interruption. The Company shall not be responsible for the result of any Operations (financial losses, lost profits, lost income, loss of reputation, etc.),

which were executed based on the decisions made by the Client based on the information posted by the Company or third parties.

## **17. REPRESENTATIONS AND WARRANTIES**

**17.1.** By agreeing to be bound by this Agreement, and again on each occasion that you place an Order, you represent and warrant to us as follows:

- 17.1.1.** You are placing the Order and entering into the Trading Operation as the principal (that is on your own behalf and not for any third party as an agent, representative, trustee or custodian on behalf of someone else)
- 17.1.2.** Performance of the terms of this Agreement and each Trading Operation does not breach, conflict with or constitute a default under any law, regulation, rule, judgment, contract or another instrument binding on you or any of your funds or assets
- 17.1.3.** You are not subject to any restrictions on placing Orders or entering into Trading Operations
- 17.1.4.** You have not relied on any representation or information provided by us to reach your decision to enter into a Trading Operation
- 17.1.5.** You are duly authorised to obtain and have obtained all necessary power, authorisations and approvals to enter into this Agreement and to sign and deliver to us the application form for opening a Trading Account, and to enter into each trade, give Orders and to otherwise perform your obligations under this Agreement
- 17.1.6.** All the information disclosed to us in your documentation, provided and otherwise, is true and accurate, and you undertake to inform us in writing should there be any changes to the information provided
- 17.1.7.** The documents handed over by you to us are valid and authentic and, to the best of your knowledge and belief, the information provided and any other documentation supplied to us is correct, complete and not misleading, and you will inform us if any changes to such details or information
- 17.1.8.** Your funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used to finance terrorism
- 17.1.9.** Where you are an individual (i.e., natural person), you warrant that you are over 18 years of age and of sound mind, having no legal or other obstacle prohibiting you from entering into this Agreement
- 17.1.10.** Where you are a legally incorporated entity (i.e., a legal entity), you warrant that by entering into the Agreement, you will not be in breach of your own constitutional documents or any law from the jurisdiction where you are incorporated or any other jurisdiction under which you may operate
- 17.1.11.** All actions performed under the Agreement will not violate any 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 or funds are affected

- 17.1.12.** The Client will not use the Online Trading System(s) or Website in contravention of this Agreement or for unauthorised or unlawful purposes and that he/she will use the Online Trading System(s) and Website only for the benefit of his/her Trading Account and not on behalf of any other person
- 17.1.13.** The Client has read and fully understood the terms of the Agreement, including the information available on the Company's Website
- 17.1.14.** The Client does not reside in any country on the list of restricted countries as stated on the Company's Website.

## **18. MARKET COMMENTARY**

- 18.1.** We may provide you with access to trading strategies (recommendations), market commentary or other information. Where we do so:
  - 18.1.1.** This is incidental to your dealing relationship with us. It is provided solely to enable you to make your own investment decisions and does not constitute investment advice.
  - 18.1.2.** 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, you agree that you will not pass it on to any such person or category of persons.
  - 18.1.3.** We give no representation, warranty or guarantee as to the accuracy and completeness of such information or as to the tax consequences of any Trading Operation.
  - 18.1.4.** You accept that, prior to dispatch, we may have acted upon it ourselves to make use of the information on which it is based. We do not make representations as to the time of receipt by you and cannot guarantee that you will receive such information at the same time as other Clients. Any published research reports or recommendations may appear in one or more screen information service.
  - 18.1.5.** The information provided does not amount to unsolicited financial promotions to the Client. Market commentary, news or other information are subject to change and may be withdrawn at any time without notice.

## **19. LIMITATION OF LIABILITY**

- 19.1.** The Company shall not be liable for any loss suffered by the Client in connection with the services it provides to the Client under this Agreement unless such a loss arises directly from gross negligence or fraud by the Company. Under no circumstances shall the Company's liability exceed the amount of money deposited by the Client to the Company.

- 19.2.** The Client shall be liable to the Company for losses incurred by the Company through the fault of the Client, particularly for damage caused as a result of the Client's failure to provide (to provide in an untimely manner) any documents required to be provided to the Company in accordance with this Agreement, as well as for the damage caused to the Company as a result of any misrepresentation of the information contained in documents provided by the Client and/or improper use of the services rendered by the Company to the Client. The Company shall have the right to write the specified losses off the Client's Account and/or the Accounts of other parties upon the condition of the establishment of actual belonging of these Accounts to the Client by means of the Company's technical functionality.
- 19.3.** The Company shall not be liable if, during the process of determining the Client's Financial Result, there is a discrepancy between the information reflected in the Client's Trading Platform and the information on the Company's Server. To address this discrepancy, the Company shall adjust the data in the Trading Platform in accordance with the information on the Company's Server.
- 19.4.** The Company shall bear no liability for the Client's losses if any are incurred as a result of hacker attacks, failures (breakdowns) of computer networks, electrical power or telecommunication systems used to confirm the essential conditions of the Client's Operations or to maintain the Company's other procedures, provided that such failures take place through no fault of the Company.
- 19.5.** The Company shall bear no liability for the results of Operations that the Client decided to conduct based on the analytical materials, recommendations, information about trading opportunities, notifications about the market situation, and/or trading signals provided by the Company and/or third parties. The Client is aware that Operations executed according to the Agreement are associated with risks, such as the failure to receive expected income and the loss of part or all of the funds deposited in the Client's Account.
- 19.6.** The Company shall not bear liability for all the losses the Client may incur in case of the theft, loss or disclosure of the Personal Account Access Code to third parties. The Client shall be liable for keeping the Access Code safe and ensuring its security from unauthorised access by third parties.
- 19.7.** The Company shall bear no liability for any circumstantial, special, accidental and/or penalty losses of the Client, including, but not limited to, any lost profits or the loss of any expected savings if the Client was informed by the Company about the possibility of such losses. Moral damages are not subject to any compensation.
- 19.8.** The Client expressly agrees that the Quotes used by the Company to perform Trading Operations and streamed from the Company's Server are the only correct Quotes. No claims concerning the discrepancy of the Company's Quotes with other sources shall be accepted.
- 19.9.** The Company shall bear no responsibility for any losses or damages incurred by the Client if such losses and damages derived from the fact that the Client did not receive a notification from the Company due to it being blocked by a spam filter of the Client's electronic mailbox. The Client is responsible for

regularly checking his/her spam filter and taking all possible actions in order to make sure he/she can technically receive and get acquainted with all notifications sent by the Company.

- 19.10.** The Company shall bear no liability for losses incurred by the Client as a result of Trading Operations performed by him/her using trading analysis software, trading strategies and other software (solutions) for automated and/or semi-automated trading (hereinafter "Software for Automated Trading), whether these products have been provided by a third party or on the Company's recommendation. By using Software for Automated Trading, the Client agrees unconditionally that he/she has made such a decision independently and undertakes all the risks associated with the installation/use/modification made by him/her either personally or by third parties for him/her. The Client understands and agrees that the use of Software for Automated Trading does not guarantee a positive Financial Result for trading and is associated with a high risk of financial losses.
- 19.11.** The Company shall bear no liability for losses that the Client may incur, including, but not limited to, losses due to the Stop Out Level, if Bonuses (Bonus Funds) are cancelled by the Company for any reason pursuant to the applicable terms and conditions of a loyalty programme or bonus scheme. Under no circumstances shall the Company be liable for any consequences of any alteration, amendment, suspension, cancellation or termination of any loyalty programme, bonus schemes and Bonuses (Bonus Funds).
- 19.12.** The Company will not be held liable for any loss, damage or expense incurred by the Client in relation to or directly or indirectly arising from (but not limited to):
- 19.12.1.** Any error or failure or interruption or disconnection in the operation of the Online Trading System(s) or any delay caused by the Trading Operations made via the Trading Platform, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorised access, and other similar computer problems and defects
  - 19.12.2.** Any failure by the Company to perform any of its obligations under the Agreement as a result of a force majeure event or any other cause beyond its control
  - 19.12.3.** The acts, omissions or negligence of any third party
  - 19.12.4.** Unauthorised third parties having access to information, including electronic addresses, electronic communication, personal data and the Access Code, when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone or any other electronic means
  - 19.12.5.** Your trading decisions.



## **20. FORCE MAJEURE**

- 20.1.** Except as expressly provided for in this Agreement, we 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 our obligations under this Agreement where such failure, interruption or delay is due to:
- 20.1.1.** Any act, event or occurrence (including, but not limited to, any strike; riot or civil commotion; terrorism; war; an act of God; accident; fire; flood; storm; interruption of power supply and/or electronic or communication equipment or supplier failure; civil unrest; statutory provisions; lockouts) which, in the Company's reasonable opinion, prevents Company from maintaining an orderly market for one or more Instrument
  - 20.1.2.** The suspension, liquidation or closure of any market or the abandonment or failure of any event on which the Company bases its Quotes or the imposition of limits or special or unusual terms on the trading in any such market or on any such event
  - 20.1.3.** Non-performance by a third party, destruction caused by man or any similar event that is outside the Company's reasonable control
  - 20.1.4.** Instances of illegitimate actions, errors, failures, disruptions in the Company's systems, technological or other infrastructure (irrespective of whether it belongs to the Company or a third party) against the Company's Servers
  - 20.1.5.** Changes in applicable legislation, any action of an official body or any other change in the Company's legal or regulatory obligations as a result of unforeseen events
  - 20.1.6.** An act or omission by any financial or other institution that the Company is unable to predict and/or prevent
  - 20.1.7.** Abnormal market conditions, such as significant volatility or instability in markets or the industry as a whole, preventing the Company from providing its services in an orderly manner, including any instances where they are unable to receive data and/or they receive incorrect data from their service providers
  - 20.1.8.** Any event that prevents the Trading Platform or other Online Trading System(s) from operating in an orderly or normal manner
  - 20.1.9.** Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity or political crisis
  - 20.1.10.** Labour disputes, not including disputes involving our workforce
  - 20.1.11.** The suspension of trading on a market or the fixing of minimum or maximum prices for trading on a market; a regulatory ban on the activities of any party (unless we have caused that ban); decisions of state authorities or governing bodies of self-regulating organisations; decisions of governing bodies of organised trading Online Trading System(s)



- 20.1.12.** A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental or supranational body or authority
  - 20.1.13.** The breakdown, failure or malfunction of any electronic equipment, network and/or communication lines (not due to the bad faith or wilful default of ourselves), hacker attacks and other illegal actions against our server and Online Trading System(s)
  - 20.1.14.** Any event, act or circumstances not reasonably within our control and the effect of that event(s) is such that we are not in a position to take any reasonable action to cure the default
  - 20.1.15.** The failure of communication for any reason with market makers, the malfunctioning and/or non-operation of any computer transaction system due to the defectiveness or failure of mechanic equipment, a fault or stoppage in communication lines, any other problems in connection, breakdown or unavailability of access to the internet or the Online Trading System(s)
  - 20.1.16.** The presence of extreme volatility in the Underlying Asset/market
  - 20.1.17.** Any other event and/or circumstance that cannot be reasonably foreseen.
- 20.2.** If the Company determines in its reasonable opinion that a force majeure event exists (without prejudice to any other rights under the Agreement), the Company may, without prior notice and at any time, take any or all of the following steps, as applicable and necessary:
- 20.2.1.** 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
  - 20.2.2.** 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
  - 20.2.3.** Shut down the Online Trading System(s) in case of malfunction for maintenance or to avoid damage
  - 20.2.4.** Cancel any Client Orders
  - 20.2.5.** Refuse to accept Orders from Clients
  - 20.2.6.** Inactivate the Trading Account
  - 20.2.7.** Increase Margin Requirements without notice
  - 20.2.8.** Increase the Stop Out Level without notice
  - 20.2.9.** Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate
  - 20.2.10.** Increase Spreads
  - 20.2.11.** Decrease Leverage
  - 20.2.12.** Close any Open Position(s) at the price available in the circumstances

- 20.2.13.** Cease trading
  - 20.2.14.** Preclude the Client from accessing or using the Trading Platform or any other system
  - 20.2.15.** Make any necessary amendments to open trades
  - 20.2.16.** Allow close-only functionality
  - 20.2.17.** Reject or delay the processing of any withdrawal request from the Trading Account(s)
  - 20.2.18.** Impose special or different terms regarding any of the Client's orders in relation to the size, volatility and/or liquidity of the instrument, amongst others
  - 20.2.19.** Remove or temporarily suspend any products or change any CFD specifications
  - 20.2.20.** Exercise any right to which the Company is entitled under the Agreement and the Company's Rules for Trading Operations
  - 20.2.21.** Amend or cancel any closed trade(s).
- 20.3.** The Company will take all necessary measures to resume the orderly provision of its services as soon as reasonably possible. Where this is not possible at all, the Company will inform the Client of the necessary actions to be taken in order to protect each party's interests, where possible.
- 20.4.** Where the Company is unable to perform any of its obligations to the Client under the Agreement due to a force majeure event, they will not have breached the Agreement.

## **21. TERM AND TERMINATION**

- 21.1.** This Agreement shall be valid for an indefinite time period until its termination.
- 21.2.** You may terminate the Agreement at any time and for whatever reason by providing us with five days' notice via e-mail using your registered e-mail address, provided that there are no Open Positions on your Trading Account, nor are there any outstanding obligations to us.
- 21.3.** We may terminate the Agreement at any time and for whatever reason. Where we decide to terminate the Agreement, we will specify the termination date, and we will proceed with closing any Open Positions on your Account as we see fit.
- 21.4.** We may, immediately and without prior notice, terminate this Agreement and/or nullify any and all Operations made and to cancel, close or treat as void any Orders and annul and/or withhold any funds from you that we suspect were derived from/in the event of:
  - 21.4.1.** A breach of any term/condition of the Agreement by the Client
  - 21.4.2.** Where the Company has reasonable grounds to believe that the Client has not acted in good faith, including, but not limited to, where the Company determines that the Client has, willingly or not, abused the Company's negative Balance protection policy and/or manipulated or

- attempted to manipulate our Quotes, our execution process or our Online Trading System(s) and/or reasonably suspects that the Client is trading (playing) the gap and/or, hedging their exposure using multiple Trading Accounts either under the Company or a different company, whether under the same profile or in connection with another Client and/or suspected to have attempted some form of market abuse or market misconduct, fraud, manipulation or other forms of deceitful or fraudulent activity on the Client's Trading Account.
- 21.4.3.** The issuance of an application, order, resolution or another announcement in relation to bankruptcy or winding-up procedures involving the Client.
  - 21.4.4.** The Client's death or incapacity (please note that in the event of death, any funds available in the Client's Trading Account shall form part of the Client's estate).
  - 21.4.5.** A breach of any applicable law by the Client, including, but not limited to, any applicable anti-money laundering laws and regulations.
  - 21.4.6.** The Client acted contrary to the Company's Rules for Trading Operations or any of the Company's others policies or procedures.
  - 21.4.7.** The Client does not provide documents / information requested by the Company.
- 21.5.** We may, at our sole discretion, decide to close your Account, whether or not you are in breach of this Agreement, should we deem doing so appropriate.
- 21.6.** Termination of the Agreement shall not imply that any of the Client's responsibilities cease to exist. The Client will still be liable to pay the Company, and/or the Company will have the right to immediately deduct from the Client's Account:
- 21.6.1.** Any amount due to the Company
  - 21.6.2.** Any expenses incurred by the Company as a result of the termination of this Agreement
  - 21.6.3.** Any damage arising after an arrangement or settlement should be compensated immediately. Unless both parties agree in writing otherwise, any amount due or standing will be deducted and/or credited to the Client's Trading Account.
- 21.7.** Upon termination of this Agreement, the Company will transfer any amount available in the Client's Trading Account to the Client's bank Account/any other account/means or services known to the Company, the net of any outstanding amount that is due to the Company, except where the Company is prohibited from doing so by law, or the transaction is unavailable to the payment service provider.
- 21.8.** Termination by any Party will not affect any obligation that has already been incurred by either Party or any legal rights or obligations that may already have arisen under the Agreement or any Trading Operations made hereunder.

## **22. AMENDMENTS**

- 22.1.** We reserve the right to amend, from time to time and without your consent, any part of the Agreement. All amendments shall become effective as of the date specified by the Company.
- 22.2.** When all the alterations and amendments introduced by the Company enter into force, they shall apply equally to all Clients, including those who concluded the Agreement before the effective date of the amendments.
- 22.3.** It is your responsibility to remain up to date with any changes we make to the Agreement. The Client is obliged to visit the Company's Website in search of information regarding alterations and amendments no less than once a week in person or via Authorised Persons. The applicable version at any time shall be the latest version available on our Website. In the event of a dispute, the latest version available at the time of the dispute shall prevail.

## **23. COMPLAINTS**

- 23.1.** If you have any problem or query regarding your Trading Account or activity with us, you may contact the Customer Support Department via our feedback form, live chat, e-mail or telephone. Our Customer Support Department will determine if your query can be resolved immediately or if it will require further investigation. If your query cannot be resolved immediately, we remain committed to resolving it in a prompt manner (usually within seven (7) business days).
- 23.2.** If you are not satisfied with the response to the query you received from the Customer Support Department, you may raise a complaint with the Company following the process indicated in the Procedure for Handling Complaints available on the Company's Website.
- 23.3.** If the Client wishes to lodge a complaint, he/she must send an official complaint via your registered e-mail address to [complaint@fxclub.org](mailto:complaint@fxclub.org) in which the following information will need to be included:
  - 23.3.1.** Client name and surname
  - 23.3.2.** The Client's Trading Account number
  - 23.3.3.** The affected Order number(s), if applicable
  - 23.3.4.** The date and time that the issue arose
  - 23.3.5.** An accurate description of the issue
  - 23.3.6.** The Client's demands
  - 23.3.7.** The claim amount and relevant calculation, if applicable.
- 23.4.** If a situation arises that is not expressly covered by a term of this Agreement, you and we agree to try to resolve the matter on the basis of good faith and fairness and by taking action consistent with market practices.
- 23.5.** If we are unable to resolve the complaint to your satisfaction, you are entitled to refer the matter to the independent Financial Commission

(<https://financialcommission.org>). The Financial Commission's decisions are binding for the Company.

## **24. GOVERNING LAW AND JURISDICTION**

**24.1.** The Agreement shall be governed by the laws of the country where the Company is registered. Any proceedings and their settlement involving the Company and the Client shall take place in the competent courts of the country where the Company is registered.

## **25. FINAL PROVISIONS**

**25.1.** The Company is not a credit and/or banking organisation. It does not: perform banking operations; attract funds from natural persons and legal entities as deposits; allocate the specified funds on its behalf and at its own expense on condition of repayment, interest payments and maturity; open and manage bank Accounts of natural persons and legal entities. The funds deposited/credited by the Client to his/her Trading Account must be used for performing Trading Operations only, so the Balance of the Client's Account changes depending on the Operations performed by him/her. The Company shall withdraw the funds from the Client's Account according to the request to withdraw funds submitted by the Client in the manner and on the terms set by the Rules for Non-Trading Operations in an amount not exceeding the Balance of the Client's Account and not less than the commission for withdrawing the funds deducted by the Company from the sum specified in the request according to the rates for Account management services.

**25.2.** This Agreement can be entered into with any fully eligible natural person and any legal entity except for persons that are residents of the country of the Company's registration. The Company also does not provide services to residents of those countries where these services are prohibited or require local authorisation. The list of the restricted countries is stated on the Company's Website. In case a legal entity enters into this Agreement, power or attorney on behalf of this legal entity should be provided for the Company.

**25.3.** If, for any reason, any provision of this Agreement is found to be invalid or ineffective, the invalidity or unenforceability shall not affect the other provisions of this Agreement, and, in that respect, the provisions of this Agreement shall be deemed separable.

**25.4.** No delay or omission in the exercise of any right, power or remedy obtained by us due to any breach or default under this Agreement shall be deemed a waiver of such right concerning any other breach or default occurring prior to or subsequent to it.

**25.5.** You shall not, under any circumstance, assign or transfer any of your rights and/or obligations under the Agreement to another person. We may, however, assign or transfer any of our rights and/or obligations under the Agreement to another person, provided that such person agrees to abide by the Agreement.

- 25.6.** The Agreement constitutes the entire agreement between you and us and supersedes any and all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral. You agree that you shall have no remedy with respect to any statement, representation, assurance or warranty that is not set out in the Agreement.

## SCHEDULE A - TERMS AND DEFINITIONS

- 1.1. **Actual Price** is a Quote at which the Company is ready to conduct a Trading Operation at a certain point in time.
- 1.2. **Ask Price** is the price at which the Client can conduct a Trading Operation to buy an Instrument for Trading Platforms that allow Trading Operations to be conducted with a Spread.
- 1.3. **Authorised Person** is a natural person or legal entity officially authorised to manage or conduct specific actions.
- 1.4. **Balance** is the sum of money on the Client's Trading Account, excluding the results of Open Positions; the Trading Account's Equity, excluding the results of all Closed Positions and Non-Trading Operations.
- 1.5. **Base Currency** is a currency in a Currency Pair that is bought or sold for the Quote Currency (Counter Currency). It is in the numerator in a Currency Pair (the first currency in the pair).
- 1.6. **Bid Price** is the price at which the Client can make a SELL transaction (to sell an Instrument) for Trading Platforms that allow Trading Operations to be conducted with a Spread.
- 1.7. **Bonus Account** is a special Account automatically created for every Client to Account for Bonuses (Bonus Funds), which may be granted to a Client under various loyalty programmes and/or bonus schemes. The Bonus Account is not intended to be used for conducting Trading Operations. Bonus Account consists of several sub-Accounts (sections) for separate Accounting of different types of Bonuses.
- 1.8. **Bonuses (Bonus Funds)** are the funds that may be granted to a Client under various loyalty programmes and/or bonus schemes at the Company's sole discretion. Bonuses can be issued in conditional (non-monetary) units or in real money. Bonuses can be withdrawable or non-withdrawable. A withdrawable Bonus can be withdrawn by the Client to his/her personal bank Account (at another payment institution) and can be used for Trading Operations. A non-withdrawable Bonus cannot be withdrawn by the Client to his/her personal bank Account (at another payment institution) but can be used for Trading Operations. The terms of use of Bonuses are set out in the present Agreement, and the applicable terms and conditions of the relevant loyalty programme, bonus scheme, and/or Bonus Rules published on the Company's Website and/or in the Client's Personal Account.
- 1.9. **Business Day** is the time span from 06:00 to 15:00 GMT every day, except weekends and holidays. The latest information about weekends and holidays is published on the Company's Website. It can be shifted for 1 hour during the winter and summer time shifts.
- 1.10. **CFD Instrument** is an Instrument with which Trading Operation is conducted and which is based on some Underlying Asset. An Underlying Asset can include



shares, commodities, indices and futures, as well as other objects, factors and circumstances, according to the list approved by the Company. The information about the number of CFD Instruments is published on the Company's Website and set on its Trading Servers. The information on the Trading Server will prevail if there are any discrepancies.

- 1.11. **Clear Balance of Funds** is the amount of funds available for withdrawal that the Client is not using in Trading Activity. The amount of Clear Balance of Funds is calculated by the Company according to the rules established by the Company. The information on the amount of Clear Balance of Funds can be specified in the Personal Account and/or Trading Platform.
- 1.12. **Client** is a natural person or legal entity that enters into the Agreement with the Company and conducts Trading Operations within the framework of this Agreement.
- 1.13. **Closed Position** is the result of the execution of the second part of a Round Trip (the Trading Operation to close a position).
- 1.14. **Company** means **Forex Club International LLC**, a legal entity acting under the laws of Saint Vincent and the Grenadines, registered under the number 1277 LLC 2021 with its registered address: The Financial Services Center, P.O.Box 1823, Stoney Ground, Kingstown, VC0100, St. Vincent & the Grenadines.
- 1.15. **Company's Account** is the Company's current Account at a financial institution, an Account (wallet) in an electronic payment system, as well as other Accounts, including the Accounts of Paying Agents.
- 1.16. **Company's Server** is a software complex that ensures the processing of the Client's Orders and requests, providing the Client with information on price changes for Financial Instruments online (within the volume established by the Company), making records of mutual liabilities between the Client and the Company, and fulfilling other conditions of the Agreement.
- 1.17. **Company's Website (Website)** is a website on the World Wide Web (internet) located at the link: <http://www.libertex.org/>, as well as other websites on the World Wide Web (internet) that are referred to the Agreement or mentioned on the Company's Website.
- 1.18. **Counter Currency (Quote Currency)** is a currency used to buy and sell the Base Currency. In a Currency Pair, the Counter Currency is represented by the denominator (the second one in a Currency Pair).
- 1.19. **Currency Pair (forex)** is two currencies (the Base Currency and Counter Currency) that participate in a Trading Operation with currency instruments. Information about the number of Currency Pairs is made available on the Company's Website and its Trading Servers. The information on the Trading Server will prevail if there are any discrepancies.
- 1.20. **Dealer** is a Company employee authorised to state Quotes, monitor the accuracy of Clients' Trading Operations, handle complaints and explain trading situations related to conducting Trading Operations in Clients' Accounts.

- 1.21. **Equity** is a weighted estimate of the cost of funds on the Trading Account that constitutes the amount of funds on the Trading Account, including unrealised profit (loss).
- 1.22. **Expiration** is an Expiration of CFD Instrument; Stopping conducting of Trading Operations with a current Underlying Asset and starting a Trading Operations conducting with the next one. Expiration dates for each CFD Instrument are established by the Company unilaterally and are specified on the Company's Website and set on its Trading Servers. The information on the Trading Server will prevail if there are any discrepancies.
- 1.23. **External Client's Account** is a current Account in a financial institution, an Account (wallet) in an electronic payment system.
- 1.24. **Fixed Price Execution (Upon request)** is a type of Trading Operations execution when the Client is first provided with the quotes directly for conducting Trading Operation and then he/she confirms his/her wish to conduct a Trading Operation by clicking a price in the Trading Platform. After clicking the price, the Trading Operation is either confirmed on the Company's Server or the Client is offered to request the quotes to conduct a Trading Operation.
- 1.25. **Funds Withdrawal** is the withdrawal of funds from the Client's Trading Account and their transfer to his/her bank Account or to the bank Account of a Client's Authorised Person indicated in his/her withdrawal request.
- 1.26. **Gap** is a change of price when the following Quote differs from the previous one by several (tens) of Pips.
- 1.27. **Hedging (Lock)** is having two Open Positions for the same Instrument, with one position long and the other short.
- 1.28. **Inactive Account** is a Client's Account that has not been used for any kind of Trading or Non-Trading Operation at the Client's initiative for 90 calendar days.
- 1.29. **Initial Margin (Margin Requirements)** is the collateral required to open a Position. Margin Requirements for each Instrument shall be specified on the Company's Website and set on its Trading Servers. The information on the Trading Server shall prevail if there are any discrepancies.
- 1.30. **Instant Execution** is a type of Trading Operations execution when the Client wishes to conduct a Trading Operation by clicking a price in the Trading Platform. If the price is still current, the Trading Operation is confirmed. If a Quote on the Trading Platform is not current any more, the Client is offered a new price for the Trading Operation's execution. An offer to conduct a Trading Operation at a new price is valid for a limited time. The Client shall agree to a possible Trading Operation execution at any Actual Price on the Company's Server should the Client's attempts to conduct a Trading Operation repeatedly (no less than 2 (two) attempts in a row) be rejected by the Company's Server due to the change of the Actual Price on the server.
- 1.31. **Instrument (Financial Instrument)** is a Spot Instrument and/or CFD Instrument. The information about the number of Instruments is made available on the Company's Website and set on its Trading Servers. The information on the Trading Server will prevail if there are any discrepancies.

- 1.32. **Leverage** is the ratio between the volume of a Trading Operation and the amount of Initial Margin.
- 1.33. **Limit Order (Take Profit)** is a type of Order when such an Order is set to sell at a price (rate) that is higher than the current market rate or to buy at a price (rate) that is lower than the current market rate. The main purpose of Limit Orders is to guarantee a Trading Operation's execution at a price that is not worse than the one specified in the Order.
- 1.34. **Log File** is a part of the Trading Platform and/or the Personal Account intended for logging (recording) data transferred by the Parties to each other during the fulfilment of the Agreement via the Trading Platform and/or the Personal Account. Every log-in to the Trading Platform or the Personal Account shall be logged in the Log File and duplicated on the Company's Server. The specified servers are the main information source and accepted by the Company as evidence when examining disputes connected with the execution of this Agreement. The information from the Log File of the Company's Server shall have absolute priority over other arguments when considering a disputable situation, including in relation to the information from the Log File of the Client's Trading Platform and/or the Personal Account. The company reserves the right not to log log-in instances to the Trading Platform or the Personal Account in the Log File.
- 1.35. **Long Position** is buying an Instrument with the expectation that its price (value) will rise.
- 1.36. **Lot** is the standard volume of an Instrument in relation to which a Trading Operation is conducted. One Trading Operation may be conducted for several lots or their parts. The sizes of lots for each Instrument and type of Trading Platform shall be specified on the Company's Website and set on its Trading Servers. The information on the Trading Server will prevail if there are any discrepancies.
- 1.37. **Margin Level (Equity Level)** is the ratio between Equity and Margin Required, expressed as a percentage.
- 1.38. **Margin Required (Reserved Funds, Margin)** is a sum blocked in a Client's Trading Account to maintain all his/her Open Positions. Margin Requirements necessary to Open Positions for each Instrument are specified on the Company's Website and set on its Trading Servers. The information on the Trading Server will prevail if there are any discrepancies.
- 1.39. **Market Execution (Actual Price)** is a type of Trading Operations execution when the Client wishes to conduct a Trading Operation after agreeing that a Trading Operation will be executed at a current price on the Company's Server (without offering new Quotes).
- 1.40. **Mid Price** is a price between the Bid and Ask Prices at which a Client can conduct a Trading Operation on Trading Platforms that allow Trading Operations to be conducted without a Spread.
- 1.41. **Multiplier** is the ratio between the trade amount's percentage change on the Libertex Trading Platform the Underlying Asset's price, and the Base Currency price percentage change. The latest information about the maximum sizes of Multipliers for each Instrument is published on the Company's Website and set on

its Trading Servers. The information on the Trading Server will prevail if there are any discrepancies.

- 1.42. **Non-Trading Operation** is an operation of funds deposit (transfer to) and/or withdrawal (deduction) of funds from a Client's Trading Account, as well as other Operations not connected directly with a Trading Operation's execution.
- 1.43. **Online Trading System(s)**: Any Software used by the Company that includes the aggregate of our computer devices, software, databases, telecommunication hardware and Trading Platform.
- 1.44. **Open Position** is an amount of the Instrument purchased (or sold), not covered by the opposite sale (purchase) of the same Instrument in the same amount and/or volume; the result of the execution of the first part of a Round-Trip trade (Trading Operations of the position's opening). As a result of opening a position, the Client must a) conduct a contrary Trading Operation to close the position of the same value; b) maintain the Margin Level not less than the one established by the Company (for the Trading Platforms using this notion).
- 1.45. **Operations** are the Client's Trading and Non-Trading Operations.
- 1.46. **Order (Pending Order, Limit, Level)** is a Client's conditional Order to conduct a Trading Operation if the conditions set by the Client in the Client's Trading Platform are met. It is implied that such an Order shall be executed at an unspecified time in the future in accordance with the Orders execution process described by the Rules for Trading Operations. Available Order types depend on the Trading Platform chosen by the Client.
- 1.47. **Paying Agent** is a third party assigned by the Company for transferring to and/or deducting from the Client's Trading Account.
- 1.48. **Personal Account** is a specialised software and hardware complex used to store the Client's identification data, which enables the Client to generate notifications for the Company related to sending documents or remitting funds, as well as to instruct the Company to debit funds from the Trading Account. A Personal Account is located on the Company's Website in a section equipped with special encryption protection to restrict access and ensure the confidentiality of the data.
- 1.49. **Point (Pip)** is one of the smallest significant Quote units, which is 0.0001 or 0.01, depending on the Instrument. A change of a Quote by 1 (one) unit of the junior category means a change by 1 (one) Pip.
- 1.50. **Price Feed** is a series of Quotes sent to the Trading Platform, including all Quotes provided by the Company to Clients upon their requests and all prices of actually conducted Trading Operations.
- 1.51. **Quote Currency (Counter Currency)** is a currency in which a price of an Instrument is denominated. In a Currency Pair, the Counter Currency is represented by a denominator.
- 1.52. **Quote** is a price at which a Trading Operation with an Instrument can be conducted.
- 1.53. **Quote Mode (Execution Type)** is the technical process for a Client to receive (confirm) the current price and make a trade. Available Quote Modes differ

depending on the types of Trading Platforms and Instruments they comprise and are specified in the Rules for Trading Operation and/or our Website.

- 1.54. **Realised (Fixed) Financial Result** is a Financial Result on Round Trips. A Negative Financial Result on Round Trips is the Client's loss; a positive one is his/her profit.
- 1.55. **Round Trip** is a combination of two contrary Trading Operations with the same volume (opening a position with its subsequent closing): a purchase with the subsequent selling or selling with the subsequent purchase regarding the position with the same Ticket (ID).
- 1.56. **Short Position** is selling an Instrument with the expectation that its price (value) will go down.
- 1.57. **Spot Instruments** are Currency Pairs and metals that participate in Trading Operations according to the rules of the spot market. A list of Spot Instruments used by the Company is specified on the Company's Website and on its Trading Servers. The information on the Trading Server shall prevail if there are any discrepancies.
- 1.58. **Spread** is the difference between the Ask Price and the Bid Price of an Instrument, expressed in Pips. The Spread may vary depending on market conditions.
- 1.59. **Status** is the evaluation of the Client's Trading Activity, as well as the Balance of all Accounts (in the same Personal Account), expressed in Status Points.
- 1.60. **Stop Order (Stop Loss)** is the type of the Client's Order if the Order is set to sell at a price (rate) that is lower than the current market rate or to buy at a price (rate) that is higher than the current market rate. The main purpose of the Stop Orders is to conduct a Trading Operation at the current market price after the Instrument's price reaches the Order's price.
- 1.61. **Stop-Out** is the mandatory closing of the Client's positions at current market prices when an acceptable loss level is reached. The Rules for the mandatory closing of the Client's positions can vary depending on the used Trading Platform and are described in the Rules for Trading Operations.
- 1.62. **Stop-Out Level** is an amount of loss on the Open Position(s) of the Client expressed as a percentage. If it is reached, it triggers the mandatory closing of the Position(s) by the Company at the Actual Price without notifying the Client in advance. Stop Out Levels for each Trading Platform are specified on the Company's Website and set on the Company's Server. The information on the Company's Server shall prevail if there are discrepancies.
- 1.63. **SWAP** is the rollover of an Open Position of a Client to the next day. The Order and the terms of the SWAP are established by the Company for each type of Trading Platform.
- 1.64. **Tick** is the minimal price change of an Instrument. The specific values of Ticks for all Instruments are published on the Company's Website and set on its Trading Servers. The information specified on the Company's Server shall prevail if there are discrepancies.



- 1.65. **Ticket (ID)** is a unique identification number that the Company is entitled to assign to any of the Client's Open Positions or Pending Orders on the Trading Platform.
- 1.66. **Trading Account (Client's Account)** is a special Client's Account in the Company's recordkeeping system used to keep track of all Non-Trading Operations results, trading results, Open Positions, Orders and other actions and requests of a Client covered by this Agreement.
- 1.67. **Trading Day** is a time span from 21:00:00 to 20:59:59 (GMT), except weekends and holidays. The opening and closing time of the Trading Day can be shifted by 1 hour for the winter and summer time shifts. The latest information about weekends and holidays is made available on the Company's Website and set on its Trading Servers. The information specified on the Company's Server shall prevail if there are discrepancies.
- 1.68. **Trading Hours** are the time span during which Trading Operations can be executed or Orders can be placed for an Instrument. The trading interval for each Instrument is specified on the Company's Website and set on its Trading Servers. The information specified on the Company's Server shall prevail if there are discrepancies. During Non-Trading Hours, Trading Operations cannot be executed, and Orders cannot be placed (modified).
- 1.69. **Trading Operation** is an Over-The-Counter conversion operation with Financial Instruments performed between a Client and the Company in a non-deliverable mode, i.e., an operation implying buying or selling an Instrument, where the terms "buy" or "sell" are considered technical terms since there is no transfer of ownership of an Instrument. Trading Operations are conducted at the Company's location.
- 1.70. **Trading Operation Volume** is the amount of the Instrument being sold or bought in lots, units of measurement of the corresponding Financial Instrument or a trade amount in the currency of the Balance (depending on the Trading Platform used).
- 1.71. **Trading Platform (Terminal)** is specialised software and hardware that enable a Client to agree with the Company via the internet regarding significant terms and conditions of Trading Operations executed within the framework of this Agreement, as well as to record the approved terms and conditions and set and cancelled Orders. The Trading Platform allows financial information to be received from international financial markets, send instructions to the Company and receive confirmations and reports from the Company. The Trading Platform shall provide the identification of the Parties (authentication of the Parties) that exchange messages, as well as the confidentiality and integrity of messages with the help of built-in encryption tools. The specified software and hardware sets include information and Trading Platforms MetaTrader 4, Libertex and MetaTrader 5, as well as other systems recommended for usage by the Company for the purpose of the Agreement's execution.
- 1.72. **Underlying Asset** is an asset that serves as the base of an Instrument and that is bought or sold while conducting Trading Operations. An Underlying Asset can be represented by a currency (Base Currency), stocks, commodities, indices and futures, as well as other objects, factors and circumstances, according to the list approved by the Company.

- 1.73. **Unrealised (Floating, Current) Financial Result (Floating Profit/Loss)** is a Financial Result for Open Positions at the Instruments' current prices. A Negative Financial Result for Open Positions is a Floating Loss; a positive one is a Floating Profit.
- 1.74. **Withdrawal Type** is one of the types of Funds Withdrawal provided to a Client in his/her Personal Account.

Terms used in the text of this Agreement whose definitions are not present in this Schedule shall be construed in accordance with general business conduct and practice applied in regard to trading on exchanges and dealing with financial derivatives.