

## Terms and Conditions - Client Agreement

This Agreement is entered by and between **CO\_NAME**, a Company incorporated in the **COUNTRY** (the "Company") and the person or legal entity (the "Client") that has applied to open a trading account with the Company's trading platform, according to the terms and conditions detailed herein.

### 1. Introduction

1.1 This agreement, along with the Company's General Risk Disclosure document, as well as any legally binding documents entered into between the Company and the Client, all as amended from time to time (collectively, the "Agreement"), set out the terms upon which the Company will deal with the Client in respect to placing and executing foreign exchange rates and other financial instruments transactions orders on the Company's trading platform ("Forex Trading"), and any other service made available by the Company to the Client.

### 2. Opening of Trading Account

2.1 The Company shall open an account for the Client (the "Trading Account") as soon as reasonably practicable after the Company has received from the Client a completed and signed Account Opening Application and all other information required by the Company. The Client confirms that all information provided by the Client is full, accurate and complete. If there is a change in relation to any of the information provided by the Client, the Client must notify the Company immediately of any such change.

2.2 The Trading Account will be activated by the Company as soon as the Company has identified the funds credited by the Client to the Trading Account. However, if the Company opens a Trading Account and funds are credited to it before the Company is satisfied that all requirements in relation to the opening of such Trading Account under applicable regulations have been complied with, then either: (i) the Company shall not be obligated to activate the Trading Account, and in such circumstances no trading shall be permitted in relation to the Trading Account; or (ii) the Company may activate the Trading Account and permit trading in relation to the Trading Account subject to such limitations, and to the satisfaction of such further requirements in relation to the opening of such Trading Account under applicable regulations as the Company may impose (for example, in relation to the provision of further information on the identity of the Client). In the event that a Trading Account is activated but any such requirements are not complied with, the Company may freeze the Trading Account by closing out all existing positions and no further trading shall be permitted in relation to the Trading Account. Where a Trading Account is not activated or is frozen, no funds held by the Company in respect of that Trading Account may be transferred back or to any other person until the Company is satisfied that all applicable regulations have been complied with.

2.3 In relation to any transaction entered into pursuant to this Agreement, the Company may act, according to the Company's sole discretion, as principal or as agent on the Client's behalf. Therefore the Company may act as the counterparty to the Client's Trading activity. The Client confirms that the Client acts as principal and not as agent or trustee on behalf of someone else. Accordingly, the Client agrees that the Client shall be directly and fully responsible for performing the Client's obligations under this Agreement, including in respect of each transaction made by or on behalf of the Client. The Company shall not accept any other person as an indirect client in respect of this Agreement and shall accept no obligation to any such person unless otherwise specifically agreed in writing.

2.4 The Use of the trading platform provided by the Company shall be by a limited license given by the Company to the Client. The license is personal, non-transferable and is subject to this Agreement. The Client may not transfer, assign, and enable others to make any use of the license, and/or give the Client's access codes to the Trading Account to anyone. Any action taken in

contradiction to these terms and any damage caused to the Client, the Company and any third party shall be under the Client's sole responsibility.

2.5 The Client hereby represents and warrants that the Client's engagement with the Company in this Agreement and the Client's use of the Company's services are in full compliance with the laws applicable to the Client.

### 3. Funds

3.1 The Client may transfer funds to the Company by a bank transfer in any currency acceptable to the Company, and such funds shall be converted, at market rates as determined by the Company, into and managed in the trading platform in US Dollars or Japanese Yen, as applicable.

3.2 When making a bank transfer, the Client must send the Company an authentic SWIFT confirmation, stating full bank account details and proof that the bank account is registered under the Client's name. Non-delivery of the SWIFT confirmation or the details not conforming to the Client's details registered with the Company may result in the funds not being credited to the Client's Trading Account and the return of the transferred funds.

3.3 When transferring funds to the Company by a bank transfer, which is the only method permitted by the Company, the Client shall be required to identify itself according to the Company's regulations and any other applicable regulations. The Company does not accept transfers of cash or cash equivalents. The Client is required to provide such further full and true information and sign any document required by the Company to enable proper operation of the Trading Account.

3.4 Whenever the Client transfers funds to the Company, these funds belong to the Company and will be treated by the Company as the Company's own

funds for the purpose of securing or covering the Client's present, future, actual, contingent or prospective obligations, subject only to any contractual obligation of the Company to pay or return money to the Client according to the terms of this Agreement. The Client will not have a proprietary claim over money transferred to the Company, and the Company can deal with the money in the Company's own right. In determining the amount of collateral and the amount of the Company's obligations to pay or return money to the Client, the Company may apply such methodology (including judgments as to future movement of markets and values), as the Company considers appropriate, consistent with applicable regulations.

3.5 The Funds deposited with the Company by the Client, together with any profit, shall be used as security for any transaction, including trading losses, commissions and any other fees or debt owed by the Client to the Company, which will be automatically deducted from the Client's equity in the Trading Account. The Client's Funds shall not accumulate any interest or any other benefits (except for rollover/swap calculation, as defined below). Trading in CFDs, binary options or other trading instruments that relate to a reference security shall not grant the Client any right to dividends, voting or allocations, but may be subject to adjustments according to financial events which affect the reference security, such as distribution of dividends, splits, etc.

3.6 Repayment of any funds by the Company to the Client will be in the same currency and to the same bank account from which the funds were originally transferred, unless the Company has decided, by the Company's own discretion, to return the funds to a different account of the Client.

3.7 The Client declares that all funds that the Client transfers to the Company do not derive from any criminal or other illegal activity and do not involve any violation of any applicable anti-money laundering laws and regulations.

3.8 The Client shall have no claim against the Company and will not hold the Company responsible for any delay and/or differences and/or any commission, etc. originating from the banking system with regard to bank transfers.

3.9 If the Client gives an instruction to withdraw funds from the Trading Account, the Company shall pay the specified amount (less any transfer charges, if applicable) within ten (10) business days once the instruction has been accepted and, at the time of payment, the Client's margin requirements have been met. The Company may cancel the Client's withdrawal order if the Company determines that the funds remaining after the withdrawal will not be sufficient to secure open positions in the Trading Account.

3.10 The Company shall debit the Client's Trading Account for all payment charges. If the Client has the obligation to pay any amount to the Company which exceeds the amount held in the Client's Trading Account, the Client shall immediately pay such amount upon Company's request.

3.11 The Company shall not provide physical delivery in relation to any transaction. Profit or loss on a transaction is credited or debited, as appropriate, to or from the Trading Account once the transaction is closed.

#### 4. Fees and Charges

4.1 The Company charges brokerage fees and commissions for executing trades as detailed on the provided fee and commission schedule. The Company also charges a fee for transfer of funds from the Company to the Client as detailed on the schedule.

4.2 The Company may introduce additional fees and charges, and may, in the Company's sole discretion, change any existing fees and charges by giving a reasonable notice to the Client.

## 5. Trading

5.1 The trading platform provided by the Company enables trading in foreign exchange rates of different currencies, commodities, CFDs and any other financial instruments made available by the Company (collectively, "Financial Instruments"). The trading platform displays indicative quotes of exchange rates of different Financial Instruments pairs, based on different financial information systems, as the most updated exchange rates in the international forex markets. For determining the exchange rates for different time periods, the platform is making mathematical calculations according to known and accepted forex markets formulas. It is acknowledged by both Parties that due to different calculation methods and other circumstances, different trading platforms and/or markets may display different price quotes.

5.2 The Company's Trading Services are available during regular Forex Trading hours. A trade is ended in any of these events: (i) the Client closes the transaction; (ii) the transaction meets with a stop loss, take profit or other predefined parameter set by the Client or the Company under this Agreement (see section 7 for further information on order types); (iii) the transaction expires according to the expiration time set by the Client or the Company, if applicable; (iv) the Client does not have sufficient funds in the Client's Trading Account to hold that transaction open.

5.3 Placing orders - Orders may be submitted to the Company's electronic trading platform via the Internet, unless the Company informs the Client that a particular order can only be given in a particular way. The Company reserves the right to ask the Client to confirm any order in writing and the Company shall be under no obligation to act upon the Client's order until such confirmation is received.

5.4 The Client authorizes the Company to rely and act on any order, request, instruction or other communication given or made (or purporting to be given or made) by the Client or any person authorized on the Client's behalf, without further inquiry on the part of the Company as to the authenticity, genuineness, authority or identity of the person giving or purporting to give such order,

request, instruction or other communication. The Client shall be responsible for and bound by all obligations entered into or assumed by the Company on behalf of the Client in consequence of or in connection with such orders, requests, instructions or other communication.

5.5 Cancellation/withdrawal of orders by the Client - If the Client requests cancellation of any order, the Company can only cancel such order if the Company has not acted upon such order, or if otherwise agreed by the Company.

5.6 The Company has the right, but not the obligation, to set, at the Company's absolute discretion, limits and/or parameters to control the Client's ability to place orders or to restrict the terms on which a transaction may be made. Such limits and/or parameters may be amended, increased, decreased, removed or added to by the Company and may include (without limitation): (i) controls over maximum order amounts and maximum order sizes; (ii) controls over total exposure of the Company to the Client; (iii) controls over prices at which orders may be submitted (including, without limitation, controls over orders which are at a price which differs greatly from the market price at the time the order is submitted to the Company); (iv) controls over any electronic services provided by the Company to the Client (including, without limitation, any verification procedures to ensure that any particular order or orders have come from the Client); or (v) any other limits, parameters or controls which the Company may be required to implement in accordance with applicable regulations. The Company may also require the Client to limit the number of open transactions which the Client may have with the Company at any time.

5.7 The company does not allow actions or non-actions based on arbitrage calculations using different systems or platforms in the forex markets.

5.8 The company is entitled, by the Company's own discretion, to cancel any trade that has been executed due or in connection with an error, system malfunction, breach of the Agreement by the Client, etc. The company's records shall serve as decisive evidence as to the correct market exchange rates and

any incorrect rate quotes given to the Client, and the company is entitled to correct or cancel any trade done at incorrect exchange rates.

5.9 Trade Reporting - The Client can observe the Client's open trades (positions) and collateral funds information at any time by accessing the Client's account on the Company's platform and viewing reports generated by the Company.

## 6. Automated Trading Applications

6.1 The Company's trading platform enables the Client to activate automated Trading Services such as "Expert Advisors" or "EA", as well as other Automated Trading Applications (collectively, the "Application") in the Client's Trading Account.

6.2 The Client may, at the Client's own responsibility and on the Client's own judgment, install the Application in the Client's Trading Account. However, the Company reserves the right to refuse such installation or to refuse to activate any Application without giving a reason.

6.3 When installing the Application, the Client acknowledges and understands the special risks involved in Automated Trading. Some of these risks, but not all, are detailed below.

6.4 The Client acknowledges that once the Application is enabled, it will attempt to follow the relevant financial markets and give trading orders automatically, according to a computerized algorithm. This algorithm will initiate buy and sell instructions, usually based on the parameters entered into it in advance, such as timing, price and leverage. These instructions are forwarded for execution without any discretion or human intervention, and without any supervision by the Company. The basic operation of the algorithm variables may

change from time to time, including the leverage ratio used, currency pairs or other assets traded, the types of algorithms and analyses employed, etc.

6.5 The Client understands and agrees that the Client may be prevented from giving orders in the Trading Account and that the Client's access shall be restricted to view-only, when the control over trading orders is handed over exclusively to the Application.

6.6 The Client hereby authorizes the Company to pay to the Application operator any fees as requested by such operator. The Company shall not be responsible for investigating or inquiring about the Application operator's payment requests. The Client further understands and acknowledges that the spread between Bid/Ask quotes offered by the Company may increase, and/or other commissions may be collected in the Trading Account, due to operation of the Application and payments to the Application operator.

6.7 The Application may be updated or upgraded from time to time. These updates or upgrades may cause temporary or permanent interruption of the Application.

6.8 The Company shall enable the operation of the Application only as an optional service to the Client, and the Company does not warrant, in any way, that the Application will satisfy and/or meet the expectations of the Client or that the supply, installation and operation of the Application will be uninterrupted and/or error-free. All risks relating to the implementation and performance of the Application shall be borne by the Client. It is further emphasized that the Application and its use through the Internet connection by the Client shall be strictly on an "as is", "as available" and "with all its faults" basis, and the Company hereby disclaims specifically any warranty, express or implied, including without limitation, warranties of satisfactory quality and fitness for particular purpose, with respect to the Application and/or the use of it. The Company shall not be liable, in any way, for any failure of the Application, and will not be liable for any claim or demand with respect to the Application, including but not limited to, trading losses, breach of contract by the Application operator or provider, tort (including negligence and breach of

statutory duty) or, otherwise, for any direct, indirect, special or consequential loss, loss of profits, revenue, contracts or any other damage.

6.9 The Client is aware that the Application and its use do not constitute investment portfolio management and/or investment advice under the applicable law.

6.10 The Application, if installed on the Company's or third party's servers, may execute orders even if the Client's computer is shut down or the Client's interface of the trading platform is not operating. The Application, if installed on the Client's computer, will not execute a stop (or any other) order if the Client's computer is shut down or the Client's interface of the trading platform is not operating.

6.11 The Company reserves the right to remove the Application from the Client's Trading Account at any time.

## 7. Order Types

7.1 Limit Order - A Limit Order is an instruction to trade at a level more favorable to the Client. A Limit Order can be used to open or to close a position. Each Limit Order has a specified price limit set by the Client (but subject to the Company's agreement). A Limit Order will be triggered if the Company's Bid price (in the case a sell order) or Ask price (in the case of a buy order) moves in the Client's favor to a point where the Client's order can be executed. Once the limit level is triggered, the Company will seek to execute the order at that price. If the Company cannot do so (e.g. because in attempting to execute the order, the price becomes less favorable to the Client), the limit order will remain operational, waiting for the price to move again in the Client's favor to a point where it is triggered again.

7.2 Stop Order - A Stop Order is generally placed to provide some risk protection, for example, in the event of the Client's position moving into loss. A Stop Order can also be used to open or to close a position. Each Stop Order has a specific stop level, set by the Client (but subject to the Company's agreement). A Stop Order will be triggered only if a transaction takes place on the Company's trading platform at the specified stop level. Once the Stop Order is triggered, the Company will seek to execute it at the same level as the stop level (although it may be executed at a less favorable level). The Company does not guarantee: (a) entry stops; (b) stop orders with specified slippage; (c) stop orders when market trading is disrupted; and (d) stop orders for instruments other than currencies and/or instruments that do not trade 24 hours a day such as CFDs, indices, oil and certain other currencies and instruments, or during holidays and weekends, or during news announcements, special events and crises which may cause market prices to open a gap.

7.3 Explanation of other order types such as OCO (One Cancels the Other), ID (If Done), Trailing Stops and further order-related information can be found in the trading platform manual.

7.4 Rollovers and Swaps - A trade is automatically renewed (rolled over) to the next business day without the need for the Client's intervention. Such rollovers are accompanied by interest credits or debits to the Client's Trading Account, which are based on interest rate differentials of currency pairs and also take into account the Company's costs. Swap credits or debits depend on whether the Client, in a given currency pair, is long or short the currency with a higher interest rate—that is, if the Client buys a currency pair where the base currency has a higher interest rate than the quote currency, then the Client will receive interest and vice versa.

7.5 Margin call - In the event that the Client fails or is expected to fail to meet the amounts required to secure the Client's open trades, the Company may demand that the Client deposit such sums as required (margin call). If the Client fails to meet such margin call, the Company may close out (stop out) the Client's positions. The Client acknowledges and agrees that this may result in any transaction being closed out at a less favorable time or rate than might

otherwise be the case and the Company shall not have any liability to the Client by closing out any transaction in such circumstances.

## 8. Advice, Information and Tax

8.1 The Company does not provide advice to the Client with regard to expected profitability of any trading action or non-action, and any tax or other consequences. The Client represents that the Client is solely responsible for making the Client's own independent appraisal of any transaction as well as investigation of its risks. The Client represents that the Client has sufficient knowledge, market sophistication and experience to make the Client's own evaluation of the merits and risks of any transaction. The Client acknowledges that the Client has read and understood the General Risk Disclosure document which sets out the nature and risks of transactions to which this Agreement relates.

8.2 Where the Company does provide market commentary or other information: (a) this is incidental to the Client's relationship with the Company; and (b) such information is provided solely to enable the Client to make the Client's own investment decisions; and (c) such information, at the time it has been received by the Client, is still updated.

8.3 The Company shall not be responsible for any consequences of the Client acting upon such recommendations, market commentary or other information.

8.4 The Client acknowledges that the Company shall not, in the absence of the Company's fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any information provided to the Client.

8.5 The Company is under no obligation to assess the appropriateness of any transaction for the Client under applicable regulations and to assess whether or not the Client has the necessary knowledge, understanding and experience with regard to the nature of and risks of the transactions. The Client is solely responsible for all risks in this regard.

8.6 Client's Tax Allocations - The Client shall be solely and entirely responsible for any taxes applicable to the Client and/or that result from the Client's trading activity, including trading profits and/or trading losses and/or any charges and/or deductions made from the Client's deposit or the Client's equity. The Client shall personally report and pay any applicable personal, federal, state and local tax liabilities that the Client is required to report and pay. The Company acts as an intermediary only and does not collect, deduct, pay or withhold tax from the Client. The Company reserves the right to deduct tax from the Client and deliver it to the proper tax authority if so ordered by an official entity.

## 9. Account Balances

9.1 Account balances and statements are available to the Client on the trading platform provided by the Company.

## 10. Account Closure and Termination of Agreement

10.1 Either Party may terminate this Agreement by giving a 10 (ten) days written notice of termination to the other Party. Either Party may terminate this Agreement immediately in case of any breach of this Agreement or an event of default by the other Party. Once the notice of termination is given under this Agreement, the Client shall be obligated to close all of the Client's open positions, or, otherwise, the notice of termination shall become void, or the

Company shall have the right to close all of the Client's open positions without assuming any liability whatsoever.

10.2 Upon termination, all amounts payable by either Party to the other Party shall become immediately due.

10.3 Termination of the Agreement shall not affect any outstanding rights and obligations under applicable laws and provisions of this Agreement.

## 11. Indemnification and Limitation of Liability

11.1 THE SERVICES OF THE COMPANY ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL ITS FAULTS", AND THE COMPANY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE COMPANY'S SERVERS OR E-MAIL COMMUNICATIONS ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE COMPANY'S TRADING PLATFORM OR SERVERS, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES.

11.2 The Client acknowledges and agrees that the trading platform follows the relevant market, whether the Client is in front of the Client's computer or not, and whether the Client's computer is switched on or not, and, will execute any orders input and left on the trading platform by the Client.

11.3 The Client shall, upon first demand by the Company, indemnify the Company from and compensate the Company for all liabilities, damages, losses and costs (including reasonable legal costs), duties, taxes, charges, commissions or other expenses incurred by the Company.

11.4 The Company shall have the right to set off any amount owed by the Company to the Client, against any debt or other obligation of the Client towards the Company. In any event of the Client's default (voluntary or involuntary insolvency procedures against the Client), all present and contingent debt and all other obligations of the Client towards the Company shall become immediately due.

## 12. General Provisions

12.1 The Company shall have the right to amend this Agreement without obtaining prior consent from the Client. If the Company makes any material change to this Agreement, the Company shall provide a reasonable notice of such change to the Client, and such amendment shall become effective on the date specified in the notice. Unless otherwise agreed, any amendment shall not affect any outstanding orders or transactions or any legal rights or obligations which may already have arisen.

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

12.3 Language, Notices and Complaints - All communications between the Company and the Client shall be in English or in other language suitable both to the Client and the Company.

12.4 Unless otherwise agreed, all notices, instructions and other communications to be given by the Company shall be given to the address or

fax number provided by the Client, or via e-mail or other electronic means, details of which are provided by the Client to the Company. Any complaint shall be directed to the Company's client services department which will investigate the complaint and make every effort to resolve it. Such a complaint should be made to: ~~XXX@XXXXXXXXXXXXXXXXXXXX~~.

12.5 Governing Law – This Agreement and any relationship between the Company and the Client shall be governed by the law of the ~~COUNTRY~~ and subject to the exclusive jurisdiction of ~~the Court of XXXXXXXXXXXX~~. The Company shall have the right, in order to collect funds owed to the Company by the Client, or to protect the Company's reputation and rights such as intellectual property, privacy, etc., to immediately bring legal proceedings against the Client in the place of the Client's residency or domicile according to relevant laws.

12.6 Right to Assign – The Company may assign the rights and any duties under this Agreement to another party, regardless of whether such party is an affiliate of the Company or not. Upon assignment to such Party, the terms of this Agreement may be amended so as to comply with any applicable regulations effective upon the assignee, and Client hereby consents in advance to such modifications to this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and heirs of the Client.

12.7 Dormant Trading – If, for a period of time as determined by the Company, the Client does not perform any trading activity, or the Client's trading activity is of very low volume, or if the Client does not maintain in the Client's Trading Account such minimum funds as determined by the Company, the Company may charge the Client with dormant trading commission at such a rate as the Company may determine from time to time, close any open trades and/or stop the Client's access to the Trading Account and/or terminate this Agreement.