

# **CLIENT AGREEMENT**

## INTRODUCTION

This Client Agreement (“Agreement”), entered by and between WTG Ltd, a limited liability company regulated as a Securities Dealer by the Seychelles Financial Services Authority of Seychelles (“FSA”) with license number SD055, permitted to carry out certain categories of financial investment business under the Seychelles Securities Act 2007 reg. address House of Francis, Room 302, Ile Du Port, Mahe, Seychelles (hereinafter referred to only as the "FXC" (hereinafter referred to only as the “FXC”), and You (hereinafter referred to as the “Client”) (hereinafter both referred to as “Parties”), contains the terms and conditions governing the contractual relationship between both Parties and all Transactions in the Trading Platform that FXC grants the Client access to.

### **1. Definitions and Interpretation of Terms**

1.1. In this Client Services Agreement (hereinafter the "Agreement") the following terms shall, unless the context otherwise pledges, have the following meanings and may be used in the singular or plural as appropriate:

- a) “Account” shall mean a trading account of the Client with FXC;
- b) “Account Statement” shall mean a periodic statement of the transactions credited or debited to an Account;
- c) "Account Summary" shall mean a statement of the Clients securities portfolio, open positions, margin requirements, cash deposit etc. at a specific point in time;
- d) "Agent" shall mean an individual person or legal entity undertaking a transaction on behalf of another individual person or legal entity but in his/its own name;
- e) "Authorised Person" shall mean a person authorised by the Client to give instructions to FXC;
- f) "Business Day" shall mean any day on which FXC is open for business;
- g) "CFD Contract" or "CFD" shall mean a contract which is a contract for difference by reference to fluctuations in the price of the relevant security or index;
- h) "Client" shall mean the individual person, legal entity or firm being a client of FXC;
- i) "Contract" shall mean any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or other financial instrument or property, including any derivatives such as an option, a future, a CFD or other transaction relating thereto, entered into by FXC with the Client;
- j) “Client Classification” shall mean FXC’s overall, product, or transaction specific classification of Clients;

- k) "Commercial use" shall mean any use of the Trading Platform by Clients which are legal entities or firms;
- l) "Conflict of Interest Policy" shall mean FXC's prevailing policy regarding conflicts of interest which is available at the website;
- m) "Counterparties" shall mean banks and/or brokers through whom FXC may cover its contracts with Clients or with whom FXC otherwise deals in relation to Clients' transactions;
- n) "Durable Medium" means any instrument which enables the Client to store information in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored;
- o) "Inside Information" shall mean non-published information which is likely to have a noticeable effect on the pricing of a Contract if it was made public;
- p) "Introducing Broker" shall mean a financial institution or advisor which is remunerated by FXC and/or clients for referral of clients to FXC;
- q) "Market Rules" shall mean the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organisation or market involved in, or otherwise relevant to, the conclusion, execution, terms or settlement of a transaction or Contract and any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it;
- r) "Order Execution Policy" shall mean FXC prevailing policy available at the website of FXC regarding best execution when executing client orders;
- s) "OTC" shall mean any Contract concerning a commodity, security, currency or other financial instrument or property, including any option, future, or CFD which is not traded on a regulated stock or commodity exchange but "over the counter";
- t) "Private use" shall mean any use of the Trading Platform by Clients that are physical persons;
- u) "FXC" shall mean FXC and with the address of Office 5B, HIS building, Providence Mahé, Seychelles or any branch hereof;
- v) "Security" shall mean any securities or other assets deposited with FXC by the Client;
- w) "Services" shall mean the services provided by FXC subject to the terms and conditions of the Agreement;
- x) "Settlement/Trade Confirmation" shall mean a notification from FXC to the Client confirming the Client's entry into a Contract;
- y) "Trading Platform" shall mean any online trading platform made available by FXC under the Agreement;

1.2. In this Agreement any reference to an individual person shall include bodies corporate, unincorporated associations, partnerships and individuals.

1.3. Headings and notes in this Agreement for reference only and shall not affect the contents and interpretation of the Agreement.

1.4. In this Agreement references to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such a modification or re-enactment).

## **2. Risk Acknowledgement**

2.1. The Client acknowledges, recognises and understands that trading and investments in leveraged as well as non-leveraged Contracts is:

- i. highly speculative;
- ii. may involve an extreme degree of risk; and
- iii. is appropriate only for persons who, if they trade on margin, can assume risk of loss in excess of their margin deposit.

2.2. The Client acknowledges, recognizes and understands that:

- i. margin trading may result in significant losses, which losses may substantially exceed the Client's investment and margin deposit;
- ii. the Client is aware of the fact that unless it is otherwise specifically agreed, FXC shall not conduct any continuous monitoring of the transactions already entered into by the Client neither individually nor manually. Hence, FXC cannot be held responsible for the transactions developing differently from what the Client might have pre-supposed and/or to the disadvantage of the Client;
- iii. the Client accepts that guarantees of profit or freedom from loss are impossible in investment trading; and
- iv. the Client accepts that the Client has received no such guarantees or similar representations from FXC, from an Introducing Broker, or representatives hereof or any other entity with whom the Client is conducting a FXC account.
- v. The Client is recommended to seek a specialist independent financial advisor and/or legal advice, in particular, regarding suitability of complex financial instruments in trading.

### **3. Client Classification**

3.1. FXC attaches different levels of regulatory protection to each category and hence to Clients within each category. In particular, Retail Clients are afforded the most regulatory protection; Professional Clients are considered to be more experienced, knowledgeable and sophisticated and able to assess their own risk and are thus afforded fewer regulatory protections.

3.2. FXC offers its Clients the possibility to request reclassification online and thus to increase or decrease the level of regulatory protections afforded. Where a Client requests a different categorisation (either on an overall level or on a product level), the Client needs to meet certain specified quantitative and qualitative criteria.

3.3. On the basis of the Client's request, FXC undertakes an adequate assessment of the expertise, experience, and knowledge of the Client to give reasonable assurance, in the light of the nature of transactions or services envisaged that the Client is capable of making his/her own investment decisions and understanding the risks involved. However, if the above-mentioned criteria are not met, FXC reserves the right to choose whether to provide services under the requested classification.

### **4. Services**

4.1. Subject to the Client fulfilling its obligations under this Agreement, FXC may enter into transactions with the Client in the following investments and instruments:

- i. Futures, and CFDs on commodities, securities, interest rate and debt instruments, stock or other indices, currencies and base and precious metals;
- ii. Spot and forward bullion, currencies, and OTC derivatives;
- iii. Securities, including shares, bonds, and other debt instruments, including government and public issues;
- iv. Options and warrants acquiring or disposing of any of the instruments above;
- v. Managed assets whether as OTC or stock exchange traded instruments; and
- vi. Such other investments as FXC may from time to time agree.

4.2. The Services provided by FXC may involve:

- i. Reception and transmission of Contracts offered by FXC from time to time;
- ii. Execution of Contracts offered by FXC from time to time;
- iii. Transactions in instruments which are: traded on exchanges which are not recognized or designated investment exchanges; and/or not traded on any stock or investment exchange; and/or not immediately and readily executable;

iv. Such other services as may be agreed in writing between the FXC and the Client.

4.3. Orders may be placed as market orders to buy or sell as soon as possible at the price obtainable in the market, or on selected products as limit and stop orders to trade when the price reaches a pre-defined level. Limit orders to buy and stop orders to sell must be placed below the current market price, and limit orders to sell and stop orders to buy must be placed above the current market price. If the bid price for sell orders or ask price for buy orders is reached, the order will be filled as soon as possible at the price obtainable in the market. Limit and stop orders are executed according to FXC's execution possibilities at that moment and are not guaranteed executable at the specified price or amount, unless explicitly stated by FXC for the specific order.

4.4. In the event FXC provides advice, information or recommendations to the Client FXC shall not be responsible for the profitability of such advice, information or recommendation, and the Client acknowledges, recognizes and understands that:

- i. All transactions in exchange-traded investments and many Contracts will be made effective subject to, and in accordance with, Market Rules;
- ii. Market Rules usually contain far-reaching powers in an emergency or otherwise undesirable situation;
- iii. If any exchange or clearing house takes any action which affects a transaction directly or indirectly, then FXC is entitled to take any action relevant to the situation and reasonable to the parties in the interests of the Client and/or FXC;
- iv. FXC shall not be liable for any loss suffered by the Client as a result of the acts or omissions of any exchange or clearing house or any action reasonably taken by FXC as a result of such acts or omissions unless FXC has exercised gross negligence in connection hereby;
- v. Where any transaction is made effective by FXC as Agent for the Client, delivery or payment (as appropriate) by the other party to the transaction shall be at the Client's entire risk;
- vi. FXC may in whole or in part, on a permanent or temporary basis withdraw any Account facility provided by FXC to the Client. Situations where FXC may take such action include situations where:
  - a) FXC considers that the Client may be in possession of Inside Information;
  - b) FXC considers that there are abnormal trading conditions; or
  - c) FXC is unable to calculate prices in the relevant Contract due to the unavailability of the relevant market information.

FXC informs the Client of the withdrawal and the reasons for it, where possible, before the withdrawal and if this is not possible immediately thereafter, unless giving such information would compromise objectively justified security reasons;

4.7. FXC will not provide any advice to the Client on any tax issues related to any Services. The Client is advised to obtain individual independent counsel from its financial advisor, auditor or legal counsel with respect to tax implications of the respective Services.

4.8. Notwithstanding any other provision of this Agreement, in providing its Services, FXC shall be entitled to take any action considered necessary and reasonable to ensure compliance with the Market Rules and all other applicable laws and regulatory decisions.

## **5. Dealings between FXC and the Client**

5.1. The Client may provide FXC with oral or written instructions (which shall include instructions provided via the internet or by e-mail as described below). FXC shall acknowledge the reception of the instructions orally or in writing, as appropriate.

5.2. The Client shall inform FXC in writing of the persons the Client has granted a Power of Attorney to instruct FXC on behalf of the Client. For practical reasons, FXC can only undertake to register one Power of Attorney for the Client. If the Client at any time wishes to revoke such a Power of Attorney, to change the extent of the Power of Attorney, or grant Power of Attorney to a different person this shall also be informed to FXC in writing. FXC is in accordance with general rules regarding Power of Attorneys entitled to receive instructions from any person authorised by the Client as well as persons who appear authorised.

5.3. The following terms apply to Contracts executed on the internet:

- i. FXC shall not undertake the risk towards Clients for any loss, expense, cost or liability suffered or incurred by the Client due to failure of the system, transmission failure or delays or similar technical errors unless FXC has exercised gross negligence;
- ii. FXC may offer real-time tradable prices to the Client. Due to delayed transmission between the Client and FXC the price offered by FXC may have changed before an order from the Client is received by FXC. If automatic order execution is offered to the Client, FXC shall be entitled to change the price on which the Client's order is executed to the market value at the time at which the order from the Client was received;
- iii. Prices offered by FXC regarding the sale, purchase reflect the price of the relevant exchange traded product. Due to delays from the Client's execution of an order or instruction to the execution of the relevant exchange traded product on the exchange, the price as listed on the Trading Platform may be subject to change;
- iv. The Client shall be responsible for all orders, and for the accuracy of all information, sent via the internet using the Client's name, password or any other personal identification means implemented to identify the Client;
- v. The Client is obliged to keep passwords secret and ensure that third parties do not obtain access to the Client's trading facilities;

- vi. Regardless of the fact that the Trading Platform might confirm that a Contract is executed immediately when the Client transmits instructions via the Trading Platform, it is the Settlement/Trade Confirmation forwarded by FXC or made available to the Client on the Trading Platform which solely constitutes FXC's confirmation of execution.

5.4. Any instruction sent via the Trading Platform or by e-mail by the Client shall only be deemed to have been received and shall only then constitute a valid instruction and/or binding Contract between FXC and the Client when such instruction has been recorded as executed by FXC and confirmed by FXC to the Client, and the mere transmission of an instruction by the Client shall not constitute a binding Contract between FXC and the Client.

5.5. The Client shall promptly give any instructions to FXC, which FXC may require. If the Client does not give such instructions promptly, FXC may, at its reasonable discretion, take such steps at the Client's cost, as FXC considers necessary or desirable for its own protection or the protection of the Client. This provision is similarly applicable in situations when FXC is unable to obtain contact with the Client.

5.6. FXC may (but shall not in any circumstances be obliged to) require confirmation in such form as FXC may reasonably request if an instruction is to close an Account or remit money due to the Client or if it appears to FXC that such confirmation is necessary or desirable.

5.7. Pursuant to general rules regarding Power of Attorney the Client is accountable to FXC for losses which FXC may suffer as a result of instructions from a person who has explicitly or tacit Power of Attorney to give FXC instructions on behalf of the Client.

5.8. FXC reserves the right in its absolute discretion to cancel, unwind, close out, repair, reinstate or take other action it may deem necessary with respect to open or closed trades of Client or instructions from the Client where the trades executed or instructions submitted would be in violation of, but not limited to, the Agreement, securities markets legislation, usual market practices, legislation on money laundering or insider trading or if the Client is using or has otherwise engaged proprietary or third party malicious and manipulative software or plugins or general trading style that in FXC, its eligible counterparties' or liquidity providers' view, has the actual, suspected or potential nature of breaching the Agreement or relevant securities markets legislation or FXC believes that to execute its absolute discretion with the regards to the above matters is necessary to protect its own interests, or the interests of its Clients.

5.9. In general, FXC shall act according to instructions as soon as practically possible and shall, as far as trading instructions are concerned, act consistent with FXC's Order Execution Policy. However, if FXC believes that it is not reasonably practicable to act upon such instructions, after instructions are received, within a reasonable time, FXC may defer acting upon those instructions until it is, in FXC's reasonable opinion, practicable to do so or as soon as possible notify the Client that FXC is refusing to act upon such instructions.

5.10. It is possible that errors may occur in the prices of transactions quoted by FXC. In such circumstances, without prejudice to any rights it may have, FXC shall not be bound by any Contract which purports to have been made (whether or not confirmed by FXC) at a price which:

- i. FXC is able to substantiate to the Client was manifestly incorrect at the time of the transaction;  
or
- ii. was, or ought to have reasonably been known by the Client to be incorrect at the time of the transaction. In which case FXC reserves the right to either (1) cancel the trade all together or (2) correct the erroneous price at which the trade was done to either the price at which FXC hedged the trade or alternatively to the historic correct market price.

5.11. Trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices (commonly known as "sniping") are not accepted by FXC Provided that FXC can document that there on the time of the conclusion of the trade were errors in prices, commissions, or in the Trading Platform, and provided FXC can render probable that the Client, based on its trading strategy or other provable behaviour, deliberate and/or systematically has exploited or attempted to exploit such an error, FXC is entitled to take one or more of the following countermeasures:

- i. adjust the price spreads available to the Client;
- ii. restrict the Client's access to streaming, instantly tradable quotes, including providing manual quotation only;
- iii. retrieve from the Client's account any historic trading profits that FXC can document have been gained through such abuse of liquidity at any time during the client relationship; and/or
- iv. terminate the client relationship immediately.

5.12. If the Client is more than one person (for example, joint accountholders):

- i. the liabilities of each such person shall be direct, joint and several;
- ii. FXC may act upon instructions received from anyone person who is, or appears to FXC to be, such a person, whether or not such person is an Authorised Person;
- iii. any notice or other communication provided by FXC to one such person shall be deemed to have been provided to all such persons; and

5.13. The Client agrees that FXC may record all telephone conversations, internet conversations (chat), and meetings between the Client and FXC and use such recordings, or transcripts from such recordings, as evidence towards any party (including, but not limited to, any regulatory authority and/or court of law) to whom FXC at its reasonable discretion sees it to be desirable or necessary to disclose such information in any dispute or anticipated dispute between FXC and the Client. However, technical reasons may prevent FXC from recording a conversation, and recordings or transcripts made by FXC will be destroyed in accordance with FXC's normal practice. Consequently, the Client should not rely on such recordings to be available.

5.14. The Client acknowledges that FXC has the right to, but not the obligation to close directly opposite positions. This applies not only when the positions are held on the on the same account, but also when they are held on separate accounts.

5.15. If the Client operates several Accounts and opposite positions are opened on different Accounts (or sub-accounts), FXC reserve the right at its sole discretion to close such positions.

## **6. Special Note on the Use of the Trading Platform**

6.1. The Client shall enter his user ID and password when logging on to the Trading Platform. The Client should memorize the password. The Client is obligated to notify FXC without undue delay on becoming aware of unauthorized use of the Trading Platform, or if the Client suspects that the password has been misappropriated by a third party, the Client shall contact FXC immediately to block his Trading Platform. The Client can then order a new password.

6.2. The Client can block his Trading Platform at any time by contacting FXC Blocking the Trading Platform prevents other persons from accessing it. Open orders and positions placed on the platform before the blocking will not be affected by the blocking unless the Client specifically requests so, and the Client is responsible for deciding about his positions.

6.3. The right to use the Trading Platform is personal, and the Client shall not allow other persons to use his user ID and/or his password. If the Client wants to allow a third party to trade on the Client's account, the Client shall issue a separate Power of Attorney to the relevant third party. The Power of Attorney shall be written on one of FXC'. Power of Attorney form. The issue of the Power of Attorney shall be approved by FXC

6.4. The Client shall not be liable for unlawful use of the Trading Platform occurring after the Client has informed FXC

6.5. FXC shall not be liable for losses in cases of abnormal and unforeseeable circumstances beyond the control of FXC pleading for the application of those circumstances, the consequences of which would have been unavoidable despite all efforts to the contrary.

6.6. FXC shall not be responsible for losses resulting from the Client's installation and use of the computer programs used on the Trading Platform, unless such liability follows from indispensable rules of law. Where the Trading Platform is used for Commercial Use, the Client shall be responsible for ensuring that the Trading Platform is adequately insured against direct and indirect losses which may result from the installation and use of the computer programs in the Client's computer system. Furthermore, the Client shall be obliged to make backup copies of data which, should such data be lost, might result in losses for the Client.

## **7. Margins, Security, Payments and Delivery**

7.1. The Client shall pay to FXC on demand:

- i. such sums of money by way of deposits, or as initial or variation margin as FXC may require. In the case of a Contract effected by FXC on an exchange, such margin shall be not less than the amount or percentage stipulated by the relevant exchange plus any additional margin that FXC at its reasonable discretion may require;
- ii. such sums of money as may from time to time be due to FXC under a Contract and such sums as may be required in or towards clearance of any debit balance on any Account;
- iii. such sums of money as FXC may from time to time require as security for the Client's obligations to FXC; and
- iv. any amount to maintain a positive cash balance on any and all Account(s).

7.2. If the Client makes any payment which is subject to any price fluctuations, withholding or deduction, the Client shall pay to FXC such additional amount to ensure that the amount actually received by FXC will equal the full amount FXC would have received had no price fluctuations, withholding or deduction been made.

7.3. Payments into the Client's account are deposited on the condition of FXC receiving the amount in question. This shall apply irrespective of whether it has been explicitly stated in receipts or other notices of or requests for payment.

7.4. All monies, securities or collateral ("assets") held for the Client by FXC, shall be segregated. FXC may not pledge, re-pledge, hypothecate, re-hypothecate or invest, either separately or with the assets of other customers, any assets held by FXC for the accounts of the Client.

7.5. FXC reserves a right to charge an extra maintenance commission from the total equity of the Trading Account in case there is no sufficient trading activity for more than three (3) months. The up to date maintenance charge may be located on the website.

7.6. FXC is with the Client's specific consent entitled to:

- i. pass on any money or Security received from the Client in order to satisfy FXC's obligations to any third party;
- ii. charge, pledge or grant any security arrangement over Security in order to satisfy FXC's obligations to any third party in which case the Security may or may not be registered in the Client's name;
- iii. lend Security to any third party in which case the Security may or may not be registered in the Client's name; and
- iv. return to the Client other Security than the original Security.

7.7. The Client shall be obliged to promptly deliver any money or property deliverable by it under a Contract in accordance with the terms of that Contract and with any instructions given by FXC for the purpose of enabling FXC to perform its obligations under any corresponding Contract entered into between FXC and a third party.

7.8. If the Client fails to provide any margin, deposit or other sum due under this Agreement in respect of any transaction FXC may close any open position without prior notice thereof to payment of any amounts due to FXC

7.9. The Client is advised that FXC shall have the right, in addition to any other rights it may have under this Agreement, to limit the size of the Client's open positions (net or gross) and to refuse orders to establish new positions. FXC will inform the Client as soon as possible regarding such refused orders and the reason for the refusals. Situations where FXC may exercise such right include, but are not limited to, where:

- i. FXC has reason to believe that the Client may be in possession of Inside Information;
- ii. FXC considers that there are abnormal trading conditions;
- iii. the value of the Client's falls below the minimum margin requirement as defined in FXC's website; or
- iv. the Client has a negative cash-balance on any Account.

## **8. Accounts**

8.1. FXC will make available to the Client a Settlement/Trade Confirmation in respect of any transaction or Contract entered into by FXC with or for the Client and in respect of any open position closed by FXC for the Client. Settlement/Trade Confirmations will normally be available instantly following the execution of the transaction.

8.2. Any Trading Account information is available to the Client through the client zone.

8.3. Any notice or other communication to be provided by FXC under the Terms, including Account Statements and Settlement/Trade Confirmations, may be sent by FXC at its option to the Client in electronic form by e-mail or by display on the Client's account summary on the Trading Platform. The Client is obliged to provide FXC with an e-mail address for this purpose. An e-mail message is considered received by the Client when sent from FXC FXC is not responsible for any delay, alteration, re-direction or any other modification the message may undergo after transmission from FXC A message on the Client's account on the Trading Platform is considered received by the Client when FXC has placed the message on the Trading Platform. It is the responsibility of the Client to ensure that the Client's software and hardware setup does not stand in the way of the Client receiving e-mails or get access to the Trading Platform from FXC

8.4. The Client is obliged to verify the contents of each document, including documents sent in electronic form from FXC Such documents shall, in the absence of manifest error, be deemed conclusive unless the Client notifies FXC in writing to the contrary immediately after having received such document. In the event that the Client believes to have entered into a transaction or Contract, which should have produced a Settlement/Trade Confirmations or otherwise a posting on the Client's account,

but the Client has not received such confirmation, the Client must inform FXC immediately when the Client ought to have received such confirmation. In the absence of such information the transaction or Contract may at FXC's reasonable discretion be deemed non-existent.

## **9. Commissions, Charges, and Other Costs**

9.1. The Client shall be obliged to pay to FXC the commissions, charges and maintenance fee as set out in FXC website.

9.2. FXC reserves the right to change its fee structure and/or parameters at any times by notification posted on its website and without further notice to the Client. The Client is strongly advised to check the FXC website on a regular basis for any changes in fee structure.

9.3. Fees do not currently, but may in the future, include such things as statement charges, order cancellation charges, account transfer charges, telephone charges, fees imposed by any interbank agency, bank, market or other regulatory charges. The Client may incur additional fees for the purchase of optional, value added products and/or services offered by FXC

9.4. In addition to such commissions and charges, the Client shall be obliged to pay all applicable VAT and other taxes, storage and delivery charges, exchange and clearing house fees and all other fees incurred by FXC in connection with any Contract and/or in connection with maintaining the Client relationship.

9.5. Furthermore, FXC shall be entitled to demand that the following expenses are paid separately by the Client:

- i. all extraordinary disbursements resulting from the client relationship e.g. telephone, telefax, courier, and postal expenses in case the Client requests hardcopy Settlement/Trade Confirmations, Account Statements etc. which FXC could have delivered in electronic form;
- ii. any expenses of FXC, caused by non-performance by the Client, including a fee determined by FXC in relation to forwarding of reminders, legal assistance etc;
- iii. any expenses of FXC in connection with replies to inquiries by public authorities, including a fee determined by FXC in relation to forwarding of transcripts and enclosures and for the preparation of copies;
- iv. administration fees in connection with security deposits, and any expenses of FXC in relation to a pledge, if provided, including any insurance premium payments; and
- v. any expenses of FXC in connection with auditor's comments/reports if such is requested by the Client.

9.6. The fees will be charged either as a fixed amount corresponding to payments effected, or as a percentage or hourly rate corresponding to the service performed. The methods of calculation can be combined. FXC reserves the right to introduce new fees.

9.7. Unless specified otherwise in this Agreement, all amounts due to FXC under this Agreement shall, at FXC's option:

- i. be deducted from any funds held by FXC for the Client; or
- ii. be paid by the Client in accordance with the provisions of the relevant difference account, Settlement/Trade Confirmation or other advice.

9.8. In respect of any transactions to become effective at OTC, FXC shall be entitled to quote prices at which it is prepared to trade with the Client. Save, where FXC exercises any rights it may have under this Agreement to close the Contract, it remains Client's responsibility to decide whether or not it wishes to enter into a Contract at such prices.

## **10. Interest and Currency Conversions**

10.1. Subject to the Clause below and save as otherwise agreed in writing, FXC shall not be liable to:

- i. pay interest to the Client on any credit balance in any Account or on any other sum held by FXC.; or
- ii. account to the Client for any interest received by FXC on such sums or in-connection with any Contract.

10.2. The Client is entitled to interest on the basis of the Client's positive swaps.

10.3. The Client is obliged to pay interest on the basis of the Client's negative swaps.

10.4. FXC may vary such interest rates and/or thresholds for interest calculation without notice when changes are to the Client's advantage, or the grounds for changes are due to external circumstances beyond FXC's control. Such circumstances are:

- i. Changes in the monetary or credit policies domestic or abroad that affect the general interest level in a way that is of importance to FXC;
- ii. Other changes in the general interest level, including in the money and bond markets, that is of importance to FXC;
- iii. Changes in the relationship with FXC's Counterparties, which affect FXC's cost structures.

10.5. FXC is entitled, but shall not in any circumstances be obliged, to convert:

- i. any realised gains, losses, option premiums, commissions, interest charges and brokerage fees which arise in a currency other than the Client's base currency (i.e. the currency in which the Client's Account is denominated) to the Client's base currency;

- ii. any cash currency deposit to another cash currency deposit for the purpose of purchasing an asset denominated in a currency other than the Client's base currency;
- iii. any monies held by FXC for the Client into such other currency as FXC considers necessary or desirable to cover the Client's obligations and liabilities in that currency.

10.7. Whenever FXC conducts currency conversions, FXC will do so at such reasonable rate of exchange as FXC selects. FXC shall be entitled to add a mark-up to the exchange rates.

## **11. Pledge Agreement**

11.1. Any and all Security transferred to FXC by the Client or held by FXC, by FXC's Counterparties, an intermediate broker or eligible custodian that may be appointed from time to time by FXC on behalf of the Client is pledged as a security for any liability that the Client may have or get towards FXC. Without limitation such Security shall comprise of credit balances on Accounts, the securities registered as belonging to the Client on FXC's books, and the value of the Client's open positions with FXC.

11.2. If the Client fails to fulfil any obligation under this Agreement, FXC is entitled to sell any pledged Security immediately without any notice or court action. Such sale shall take place by the means that FXC in its reasonable discretion determines and at the price that FXC in its reasonable discretion determines to be the best obtainable.

## **12. Conflicts of Interest**

12.1. It is understood that FXC, its associates or other individuals or entities connected to FXC or that may have an interest, relationship or arrangement that is material in relation to any transaction or Contract effected, or advice provided by FXC, under this Agreement, shall not affect the validity of this Agreement or of any transaction hereunder.

By accepting this Agreement and FXC's Conflict of Interest Policy (which distinctly describes the general character and/or background of any conflict of interest) the Client agrees that FXC may transact such business without prior reference to any potential specific conflict of interest.

## **13. Introducing Brokers**

13.1. The Client may have been referred to FXC by an Introducing Broker. If so, FXC shall not be responsible for any agreement made between the Client and the Client's Introducing Broker. The Client acknowledges that no such Introducing Broker shall be authorised to make any representations concerning FXC or FXC's Services.

## **14. Default and Default Remedies**

14.1. FXC reserves the right to retain, or make deductions from, any amounts which FXC owes to or is holding for the Client if any amounts are due from the Client to FXC or FXC's associates.

14.2. The Client authorises FXC, at FXC discretion, at any time and without notice, to sell, apply, set-off and/or charge in any manner any or all of the Client's property and/or the proceeds of any of the same of which FXC or any of its associates has custody or control, in order to discharge any or all of the Client's obligations to FXC or to FXC's associates.

14.3. Each and any of the following events shall constitute an Event of Default in relation to all of a Client's Contracts, securities and other business with FXC (regardless of whether the Event of Default only relates to part of the business with FXC):

- i. if the Client fails to make any payment or fails to do any other act required under this Agreement or by FXC at its reasonable discretion;
- ii. if the Client fails to remit funds necessary to enable FXC to take delivery under any Contract on the first due date;
- iii. if the Client fails to provide assets for delivery, or take delivery of assets, under any Contract on the first due date;
- iv. if the Client dies or becomes of unsound mind;
- v. if an application is made in respect of the Client for any action pursuant to Bankruptcy Act or any equivalent act applicable to the Client or, if a partnership, in respect of one or more of the partners, or if a company, that a receiver, trustee, administrative receiver or similar officer is appointed;
- vi. if a petition is presented for the winding-up or administration of the Client;
- vii. if an order is made or a resolution is passed for the winding-up or administration of the Client (other than for the purposes of amalgamation or reconstruction with the prior written approval of FXC);
- viii. if any distress, execution or other process is levied against any property of the Client and is not removed, discharged or paid within seven days;
- ix. if any security created by any mortgage or charge becomes enforceable against the Client and the mortgagee or chargee takes steps to enforce the security or charge;
- x. if any indebtedness of the Client or any of its subsidiaries becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of default of the Client (or any of its subsidiaries) or the Client (or any of its subsidiaries) fails to discharge any indebtedness on its due date;

- xi. if the Client fails to fully comply with obligations under this Agreement or any Contract, including refrains from complying with Margin requirements;
- xii. if any of the representations or warranties given by the Client are, or become, untrue;
- xiii. if FXC or the Client is requested to close a Contract (or any part of a Contract) by any regulatory agency or authority; or
- xiv. if FXC reasonably considers it necessary for its own protection or the protection of its associates.

14.4. Upon the occurrence of an Event of Default, FXC shall at its discretion be entitled to:

- i. sell or charge in any way any or all of the Client's collateral, assets and property which may from time to time be in the possession or control of FXC or any of its associates or call on any guarantee, without any notice or court order. Sale of Security, assets and property shall take place by means that FXC in its reasonable discretion determines and at the price that FXC in its reasonable discretion determines to be the best obtainable, provided that FXC shall provide a seven (7) day notice period before realizing Security of any Client, unless immediate sale is necessary to avoid or limit a loss;
- ii. buy or sell any Security, investment or other property where this is, or is in the reasonable opinion of FXC likely to be, necessary in order for FXC to fulfil its obligations under any Contract and the Client shall reimburse FXC for the full amount of the purchase price plus any associated costs and expenses;
- iii. deliver any Security, investment or property to any third party, or otherwise take any action FXC considers to be desirable in order to close any Contract;
- iv. require the Client immediately to close and settle a Contract in such manner as FXC may in its reasonable discretion request;
- v. to enter into any foreign exchange transaction, at such market rates and times as FXC may determine, in order to meet obligations incurred under a Contract;
- vi. reinvoice all or part of any assets standing to the debit or credit of any Account (including commuting FXC' or the Client's obligation to deliver an asset into an obligation to pay an amount equal to the market value of the asset (determined by FXC at its reasonable discretion) on the date re invoicing takes place); and
- vii. close-out all Contracts and net all the Client's and FXC' obligations towards each other as of the date fixed by FXC with effect to third parties.

14.5. The Client authorises FXC to take any or all of the steps without notice to the Client and acknowledges that FXC shall not be responsible for any consequences of it taking any such steps, unless FXC has exercised gross negligence in connection herewith. The Client shall execute the documents and take the action as FXC may request in order to protect the rights of FXC and its associates under this Agreement or under any agreement the Client may have entered into with FXC's associates.

14.6. If FXC exercises its rights to sell any Security or property of the Client under this Clause, it will effect such sale, without notice or liability to the Client, on behalf of the Client and apply the proceeds of sale in or towards discharge of any of the Client's obligations to FXC or to FXC'. associates.

14.5. Without prejudice to FXC'. other rights under this Agreement or under prevailing law, FXC may, at any time and without notice, combine or consolidate any of the accounts maintained by the Client with FXC or any of its associates and off-set any and all amounts owed to, or by, FXC or any of its associates in such manner as FXC at its reasonable discretion may determine.

## **15. Client Warranties & Representations**

15.1. The Client warrants and represents that:

- i. it is not under any legal disability with respect to, and is not subject to any law or regulation which prevents its performance according to this Agreement or any Contract or transaction contemplated by this Agreement;
- ii. it has obtained all necessary consents and has the authority to operate according to this Agreement (and if the Client is not an individual person, that it is properly empowered and has
- iii. obtained necessary corporate or other authority pursuant to its constitutional and organisational documents);
- iv. investments or other assets supplied by the Client for any purpose shall, subject to this Agreement, at all times be free from any charge, lien, pledge or encumbrance and shall be beneficially owned by the Client;
- v. it is in compliance with all laws to which it is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements; and
- vi. the information provided by the Client to FXC is complete, accurate and not misleading in any material respect.

15.2. The above warranties and representations shall be deemed to be repeated each time the Client in the future for the duration of the client relationship provides instructions to FXC.

## **16. Indemnity and Limitations of Liability**

16.1. The Client is obliged to compensate FXC for all losses, taxes, expenses, costs and liabilities whatsoever (present, future, contingent or otherwise and including reasonable legal fees) which may be suffered or incurred by FXC as a result of or in connection with:

- i. the Client's breach of this Agreement;
- ii. FXC entering into any transaction or Contract; or
- iii. FXC taking any of the steps which FXC is entitled to take in an Event of Default;

Unless and to the extent only that such losses, taxes, expenses, costs and liabilities are suffered or incurred as result of FXC's gross negligence or wilful default.

16.2. This right to compensation shall survive any termination of the Client relationship.

16.3. Without prejudice FXC shall not be liable for:

- i. any loss (including consequential and other indirect losses), expense, cost or liability (together referred to as "Loss") suffered or incurred by the Client as a result of or in connection with the provision of the Services unless and to the extent that such Loss is suffered or incurred as a result of FXC'. gross negligence or wilful default;
- ii. any Loss due to actions taken by FXC according to its rights under this Agreement, or;
- iii. any consequential or other indirect loss suffered or incurred by the Client whether arising from FXC'. negligence or otherwise.

16.4. Especially, the Client acknowledges, recognizes and accepts that any market recommendation and any information communicated by FXC does not constitute an offer to buy or sell or the solicitation of an offer to buy or sell a Contract and that such recommendation and information, although based upon information from sources believed by FXC to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified and unverifiable. FXC makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to the Client.

## **17. Confidentiality and FXC Disclosure of Information**

17.1. Neither party shall disclose any information relating to the business, investments, finances or other matters of a confidential nature of the other party of which it may in the course of its duties or obtain possession of, and each party shall use all reasonable endeavours to prevent any such disclosure. However, this shall not apply if a party is obliged hereto due to prevailing legislation, or to a legislative or supervising authority, or to another person who according to the law is entitled to demand disclosure, or in order to enable the party sufficiently to fulfil its obligations pursuant to this Agreement.

17.2. By accepting this Agreement, the Client authorizes FXC to disclose such information relating to the Client as may be required by any law, rule or regulatory authority, including any applicable Market Rules, without prior notice to the Client. Furthermore, FXC may disclose requested and relevant information relating to the Client to third parties in order to facilitate the transfer of funds by credit card initiated by Client.

17.3. By accepting this Agreement, the Client permits FXC to transfer personal information about the Client submitted to or collected by FXC with any legal entity within FXC. FXC may transfer such personal information for the purposes of complying with regulatory matters, providing and performing investment advice, investment services, and other services which FXC offers, conducting marketing, and managing the client relationship. Furthermore, FXC may share such personal information with a third party agency working on behalf of FXC with the purpose of performing client analysis for the use of FXC's sales and marketing and with any introducing broker working on behalf of FXC for the purpose of completing the due diligence and approving of account applications.

17.4. The Client's personal information will be stored no longer than necessary to carry out the purposes listed in this Agreement. The Client has the right to request correction, supplementation, deletion, or blocking of such personal information if inaccurate, incomplete, or irrelevant for the purposes of the processing or if processed in any other way that is unlawful. In certain circumstances, the Client may also have the right to object for legitimate reasons to the processing of such personal data in accordance with the procedures set forth in the applicable data protection regulations and to seek other legal remedies available in connection with the processing of such personal information.

## **18. Amendments**

18.1. This Agreement may only be amended upon the prior written consent of both FXC and the Client, provided that FXC may amend this Agreement by notice in writing to the Client where FXC considers that amendment is necessary to comply with laws and regulations of any other competent body or for the purpose of better execution of orders. In the case of an amendment with the prior consent of both FXC and the Client, such amendment shall become effective on the date agreed between FXC and the Client. In the case of an amendment by notice in writing to the Client from FXC, such amendment shall become effective on the date specified in the notice and will be deemed to be accepted when the Client places an order in the trading platform after the date on which the amendment becomes effective.

## **19. Termination**

19.1. The Client relationship shall remain in force until terminated.

19.2. The Client is entitled to terminate the Client relationship immediately by giving written notice to FXC. FXC is entitled to terminate the Client relationship with two (2) months' notice where clients

are using the Trading Platform for Private use and with one (1) month's notice where clients are using the Trading Platform for Commercial use. FXC. will provide the notice to the Client on a Durable Medium. Termination shall not affect any accrued rights and obligations.

19.3. On termination, FXC and the Client undertake to complete all Contracts that are already entered into or under execution and this Agreement shall continue to bind both parties in relation to such transactions. FXC is entitled to deduct all amounts due to it before transferring any credit balances on any Account to the Client and it is entitled to postpone such transferring until any and all Contracts between FXC and the Client are closed. Furthermore, FXC is entitled to require the Client to pay any charges incurred in transferring the Client's investments.

## **20. Complaints and Disputes**

20.1 In case the Client has raised a question or a problem with the account executive or another employee of FXC without receiving a satisfactory answer, the Client is entitled to file a written complaint with the Compliance Department in FXC. The Compliance Department hereafter investigates and answers the complaint.

20.2. FXC has seven (7) Business Days to respond to any formal complaints or disputes lodged. If you are unhappy with the final verdict of the Compliance Department of FXC, the case can be escalated to the Financial Services Authority of Seychelles (FSA) at PO Box 991 Bois de Rose Avenue Roche Caiman Victoria Mahe Republic of Seychelles.

## **21. Miscellaneous**

21.1. 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 under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.

21.2. FXC shall not be liable to the Client for any failure, hindrance or delay in performing its obligations under this Agreement where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such force majeure events shall include without limitation any technical difficulties such as telecommunications failures or disruptions, non-availability of FXC's website e.g. due to maintenance downtime, declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts, or blockades, notwithstanding that FXC is a party to the conflict and including cases where only part of FXC functions are affected by such events.

21.3. If the Client's combined exposure in one or more margin trades reaches a level which - in case of an adverse market development - may lead to a significant deficit not covered by the Client's deposits and/or margin with FXC, FXC may in its reasonable discretion

(i) increase the margin requirements and/or (ii) reduce the Client's exposure by closing one or more or all of the client's open positions.

21.4. Furthermore, FXC is entitled in its reasonable opinion to determine that an emergency or an exceptional market condition has occurred. Such conditions shall include, but are not limited to, the suspension or closure of any market or the abandonment or failure of any event to which FXC relates its quote or the occurrence of an excessive movement in the level of any Margin Trade and/or underlying market or FXC reasonable anticipation of the occurrence of such a movement. In such cases FXC may increase its margin requirements, reduce the Client's exposure, close any or all of the Client's open trades and/or suspend trading.

21.5. The Client may not assign its rights or delegate any of the Client's obligations under this Agreement to others whereas FXC may assign its rights or delegate its obligations to any regulated financial institution.

21.6. For various investments, instruments and groups of Clients, FXC may provide additional business agreements. The Client acknowledges, understands and accepts that:

- i. such business agreements made available to Clients shall constitute an addition to this Agreement; and
- ii. the Client should not undertake any transaction unless the business terms applicable for such investment instrument or group of Clients have been understood and accepted. Transactions undertaken by the Client notwithstanding above, shall be deemed as had this sub-clause indeed been complied with.

21.7. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

21.8. No delay or omission on the part of FXC in exercising any right, power or remedy provided by law or under this Agreement, or partial or defective exercise thereof, shall:

- i. impair or prevent further or other exercise of such right, power or remedy; or
- ii. operate as a waiver of such right, power or remedy.

21.9. No waiver of pleading a default of a clause in this Agreement shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach of the same clause or as authorizing a continuation of the particular breach.

21.10. The Client hereby ratifies all transactions with FXC effected prior to the Client's acceptance of this Agreement and agrees that the rights and obligations of the Client in respect thereto shall be governed by this Agreement.

21.11. By accepting this Agreement on behalf of a corporation or other legal entity, the person signing represents and warrants that he/she is authorised to act on behalf of such corporation or legal entity and to bind the same to this Agreement and all obligations arising hereunder. If at a later stage it becomes

apparent that the signatory was not duly authorized to bind the corporation or legal entity, FXC will have the right to seek restitution from this person. Furthermore, the signatory shall indemnify FXC against all liabilities, losses, damages, costs and expenses in relation to any claims or action brought against FXC as a result of the signatory holding out to be authorised to act and bind any such corporation or legal entity.

21.12. Language of communication between FXC and the Client shall be in English. All binding contractual documentation is available in English.

21.13. Upon its sole discretion FXC, may communicate with the Client in other language than English, however in case of any discrepancy between the meanings of any communications and/or meanings, or any other communications forming part of this Agreement or any other agreements, information or communication in any other language, the meaning of the English Language version shall prevail.

21.14. FXC or third parties may have provided the Client with translations of this Agreement. The original English versions shall be the only legally binding versions for the Client and FXC. In case of discrepancies between the English version and other translations in the Client's possession, the original English version provided by FXC on the website shall prevail.

## **22. Execution**

22.1. By ticking in the tick box during the registration process, the Client agrees that he/she has read and understood this Agreement and agrees to be bound by it.

22.2. By placing an order in any Contract offered by FXC, the Client hereby acknowledges, agrees and consents to become a Client of FXC and no other signature is required to validate acceptance of this Agreement.

.....  
On behalf of FXC

.....  
On behalf of the Client

Date: .....