

# Terms & Conditions

WTG Ltd., reg. address House of Francis, Room 302, Mahe, Seychelles, license number SD055, acting under the brand name FX Centrum (hereinafter referred to only as the “**FXC**”), issued these Terms and Conditions for the provision of Investment Services in relation to Financial Instruments (hereinafter referred to only as the “**T&C**”).

## I. Definitions

For the purposes of these T&C and of all the documentation forming an integral part of the Contract and attached and/or annexed to the Contract, the terms used herein shall have the following meanings:

1. “**Agent**” shall mean a third person acting on behalf of a Client based on either a contractual relationship between clients or the third person (Power of Attorney) or a binding decision of authority stating that the third person is a legal representative of the Client.
2. “**AML Policy**” shall mean a set of internal rules and measures imposed upon the employees of FXC with the purpose of abiding to and/or being compliant with applicable laws on the prevention of money laundering and terrorist financing. Such measures include Know Your Customer policy, ongoing monitoring of Clients’ data and Transactions and other rules as described on FXC’s Website.
3. “**Authorized Person**” shall mean a person, who is formally and properly empowered to legally represent a Client in respect of duties associated with his office at the time of proposing acts, entering orders or in other way dealing with FXC.
4. “**FXC’s Account**” shall mean an account (omnibus) opened with another financial institution in the name of FXC under the conditions described in Article V. point 8. of these Terms and Conditions. The number of such an account is communicated to the Client during the process of entering into a Contract.
5. “**FXC’s Website**” shall mean a website found and run by FXC, which contains updated information about FXC and its services. The website can be found at the following address: [www.fxcentrum.com](http://www.fxcentrum.com).
6. “**Client**” means any person, who has in his own name entered into a Contract (as this is defined below) and so established legal rights and obligations between himself and FXC arising from and in compliance with the Contract and other documents, which are declared to be integral part of the Contract.
7. “**Client Account**” shall mean an account opened with FXC solely in the name of the Client after entering into a Contract for the purpose of registering the balance and all Transactions concerning funds of the Client.
8. “**Complementary Services**” shall mean services that are related to and accompany Investment Services. Complementary services are provided by FXC without further notice or special consideration from the Client whenever such services are necessary to enable or facilitate the provision of Investment Services.

9. “**Conflict of Interest**” shall mean a situation in which there is a potential of weakening impartiality of one of the parties to the Contract because of discrepancy between the party’s interest concerning the Contract and other professional or self-interest. It also means cases of discrepancy between parties’ interests and public interest.
10. “**Contract**” shall mean the applicable contractual framework in relation to financial services provided by FXC. It is entered into by FXC and the Client and includes the legal documentation considered to be an integral part of the Contract, namely account application filled by the Client, these Terms and Conditions, Risk Disclosure, Anti Money Laundering Policy, Trading Execution Risks and Privacy Policy as updated from time to time and available at FXC website.
11. “**Credit**” shall mean a fictional amount assigned to the platform of MetaTrader. This amount increases the value of equity.
12. “**Currency**” shall mean a medium of exchange in the form of money, which is issued by a government and circulated within an economy. Currency is the basis for trades on foreign exchange market.
13. “**Dormant Client**” shall mean any client of the FXC that has not performed any trade (i.e. has not opened, nor closed any position) in 3 or more calendar months in a row.
14. “**Exchange Rate**” shall mean the rate between two currencies in which one currency will be exchanged for another.
15. “**Financial Instrument**” shall mean an investment instrument in form of real or virtual document representing a legal agreement involving some sort of monetary value.
16. “**Incorrect Price Quote**” shall mean prices of Financial Instruments provided to the Client that are significantly different from the prices of their underlying instruments as provided by the FXC’s liquidity provider.
17. “**Introducing Partner**” shall mean a person acting as a tied agent in the respect of referring clients to FXC based on a contractual relationship between FXC and such person. Unless stated otherwise in the agreement between FXC and such person, the Introducing Partner has no right to act in the name of FXC.
18. “**Investment Services**” shall mean trading in commodity-based derivative instruments and other securities.
19. “**Investment Questionnaire**” shall mean a series of questions concerning potential Client’s financial background, trading experience, knowledge plans and investment goals.
20. “**Joint Account**” shall mean a Client Account owned by two or more persons, all of them acting as one Client.
21. “**Leverage**” shall mean the use of borrowed capital to be able to make larger trades with a limited amount of money.
22. “**Login**” shall mean a unique username, which allows Clients to access Trading System, and further allows to access into the Trading System after entering the username and Password.
23. “**Market Data**” shall mean, in particular, the stream of price quotes and market information by FXC to client.
24. “**Market Execution**” shall mean the method of execution when the Clients are opening or closing their position(s), these orders go to the open market where they are

- filled at the best available price. There is a delay before the trade is placed and when it is filled. This method of execution does not allow stop-loss and profit from orders will be specified and set at the moment of placing a new trade.
25. **“Opening Position”** shall mean the process of establishing or entering into a trade. Once this process is started, legal rights and obligations related to concerned trade arise. Once this process is successfully completed, an opened position is established.
  26. **“Password”** shall mean a sequence of characters, which is used to determine a person requesting access to Trading System.
  27. **“Position Closing”** shall mean the process of termination of an opened position. Once this process is successfully completed, legal rights and obligations related to the concerned position terminate together with the position, which position is then considered as closed.
  28. **“Power of Attorney”** shall mean a written authorization of third person to represent Client and act on Client’s behalf. Any document suiting the definition in previous sentence falls within this term, no matter how such a document is actually named.
  29. **“Platform”** shall mean a specific software provided by FXC, through which investors and traders can order and execute the process of Opening Position, Closing Position or in other ways managing their positions and entering Transaction Orders. Platforms form a significant part of Trading System.
  30. **“Politically Exposed Person”** shall mean an individual who has been entrusted with prominent public function, such person’s close relative or any person known to be close associate of that Politically Exposed Person. Closer specification will be found in the AML policies.
  31. **“Price Quote”** shall mean a specified price of Financial Instrument offered at specific time to the Client.
  32. **“Spread”** shall mean a variable difference between the price, at which a client may buy and sell a particular Financial Instrument. This variable spread varies within a certain range. This range is movable according to the internal bank market.
  33. **“Technology Provider”** shall mean a third person providing FXC with necessary technical means based on a contractual relationship between such person and FXC. Technology Provider is not an employee of FXC.
  34. **“Trading Hours”** shall mean time frames during which the transactions on particular Financial Instrument can be executed. Trading Hours of FXC are generally from Sunday 5:15 PM (EST) through Friday 4:00 PM (EST).
  35. **“Trading System”** shall mean a complex of software and internet-based applications provided by FXC to the Client in a way of connecting to the dedicated servers designated for that purpose by FXC, facilitates the process of provision of Investment and Supplementary Services.
  36. **“Transaction”** shall mean an agreement between two parties (the buyer and the seller). It states that the seller will pay the buyer the difference between the current value of an asset and its value at "contract time". If the difference is negative, the buyer pays the seller instead.
  37. **“Transaction Account”** shall mean one or more accounts, which meet the requirements set in Article IV. Point 8 letter b) of this document and which have successfully passed the process of Verification.
  38. **“Transaction Confirmation”** shall mean an automatic written confirmation of

- successful execution of Transaction. The confirmation is generated by Trading System and shows up in the list of Transactions within Client Account.
39. “**Transaction Credit Card**” shall mean one or more credit or debit cards, which meet the requirements set in *Article IV. Point 8 letter a)* of this Terms and Conditions and which have successfully passed the process of Verification.
40. “**Transaction Margin**” shall mean collateral in the form of monetary funds, which is necessary to be provided by Client for particular opened position.
41. “**Transaction Order**” shall mean an order placed by Client for FXC to conclude a Transaction.
42. “**Unavoidable Circumstances**” shall mean circumstances that arise independently of the will of party obliged under the Contract and which prevent this party of Contract from performing its obligation, provided that it cannot be reasonably expected that the obliged party could overcome such circumstances or its consequences, and further that the occurrence of the circumstances was unpredictable at the time when the obliged party undertook to perform the obligation.
43. “**Verification**” shall mean the process or act of checking and potentially confirming the truth and validity of information provided by Client to FXC. Such information concern Client’s background, personal (and corporate, if applicable) and account details and are verified by requested documentation, as described herein and in the Contract. Without due and successful Verification, the Contract cannot be entered into.
44. “**Event of Default**” shall mean either one of the events of default described under the Article XV of these Terms and Conditions and/or an action or circumstance that causes a lender to demand full repayment of an outstanding balance sooner than it was originally due.

## II. General Statements and Provisions

45. These Terms and Conditions govern the rights and obligations of the Client and FXC arising from the Contract. As agreed in the account application, the Terms and Conditions are an integral part of it and as a consequence both parties hereby agree and declare that they shall respect the rights of the other party and perform their own respective obligations duly, properly and with reasonably expectable care. Unless stipulated otherwise herein, in the Contract or in the other documentation governing the legal relationship between FXC and Client, or unless agreed otherwise upon the parties, the rights must be respected and obligations performed since the Contract is entered into and until the Contract is terminated with respect to conditions of terminations stated herein and in the Contract.
46. Any time in this document that the term “Contract” is referred to, unless stated otherwise such referral also includes other documents, forming an integral part of the Contract and are listed in the body of the Contract.
47. In this document depending on the context masculine might include feminine and neuter, singular includes plural and vice versa.
48. FXC reserves the right to modify these Terms and Conditions unilaterally. No written amendment is required for such modification. FXC undertakes that these changes do

not cause a fundamental change or deterioration of status of a client. Any such change can arise only with regard to the legitimate interests of the counterparties. Unilateral change becomes effective when published. Any potential fundamental change shall be done in writing.

5. Both parties hereby represent and warrant that when dealing with the other party concerning any matter arising out of the Contract, all the information they provide shall be truthful and their acts and statements shall be in full accordance with the applicable law agreed upon in Article XVIII. of this document.
6. The Client hereby represents and declares, that the entire Contract, including all integral parts thereof (annexes, documentation), was introduced to him, he has read it carefully before the conclusion, signed it and became bound by its provisions.
7. The Client further represents and declares that by entering into this Contract and the Terms and Conditions he becomes bound by the same. This document is an expression of his free, serious and definite will, not concluded under any adverse impacts or disadvantageous circumstances.
8. FXC reserves the right to assign its obligations hereunder to any Third Party without any consent of the Client. Client cannot assign any rights or obligations under this Contract to any Third Party without a written consent of FXC.

### **III. Agents, Community Property and Joint Account**

49. In the event an Agent is acting on behalf of Client, FXC shall request all information and documents necessary for the identity Verification of such Agent (*see Article IV. point 6*, if the Agent is an individual or *Article IV. point 7*, if the Agent is a legal entity) and rights of such Agent in respect for acting on behalf of the Client in the following situations:

- a) While dealing with Agent for the first time;
  - b) While any of the provided data or document will have expired;
  - c) Any other time FXC considers it necessary for fulfilling the requirements set by its AML Policy.
50. The provided documents must further provide satisfactory legal base for Agent to execute proposed act; otherwise FXC shall reject such act.
51. In case the rights of the Agent in the event described in *point 1 of this Article* are based on a Power of Attorney, FXC may, at its sole discretion, require the signature of the Client as a principal on the Power of Attorney to be authorized by a public notary and the Power of Attorney to be apostilled and super legalized.

In case that the rights of Agent in situation described in *point 1 of this Article* are based on Power of Attorney, the Power of Attorney must include:

**WTG Ltd.**, (FXCentrum is a registered trademark)  
Business address - Office 5B, HIS building,  
Providence Mahé, Seychelles.  
Registered address - House of Francis, Room 302,

Company Number: 8426579-1  
License no. SD055  
support@fxcentrum.com  
www.fxcentrum.com

- a) Detailed personal data of Client;
- b) Detailed personal data of Agent;
- c) Precisely defined scope of act(s), to which the Agent is authorized;
- d) Signature of Client as a principal.

52. In case FXC concludes single Contract with more than one person, having joint property (and bank account, as applicable) and acting as a Client, the following conditions apply:

- a) FXC requires identification and verification of the identity of both persons in accordance with *Article IV. Point 6* of this document.
- b) FXC may require additional documentation proving that the provided funds, Transaction Account(s) or Transaction Credit Card(s) are part of the joint property.
- c) Each of the persons, owning the Joint Account, shall be considered as a co-owner of Client Account, as well as joint creditor and joint debtor for the purposes of rights and obligations arising out of the Contract.
- d) Each of the co-owners of Joint Account has the right, in general, to control the Client Account and has a disposition right to the funds thereon. In some cases, however, FXC has the right to refuse or reject orders or proposals, made by any of the co-owners, unless consent of the other co-owner(s) is provided in writing.
- e) Even if the communication is held with one of the co-owners, the right to object against such communication shall be granted to each of the co-owner.

53. The conditions set in point 4 above applies to the cases of Joint Accounts, apart from point (e) accordingly.

54. Situation in point 1 above does not liberate the Client or the Agent from the obligation to provide information and documents which are considered necessary to identify and verify the identity of Client in compliance with this document.

#### **IV. Conclusion of Contract**

55. The Contract is essential for the existence of legal rights and obligations of parties to the Contract arising thereof. Such rights and obligations come to existence at the moment of conclusion of the Contract. These Terms and Conditions are an integral part of the Contract.

56. The Client hereby acknowledges that by the moment of conclusion of this Contract, there are no legal rights and obligations established between the Client and FXC, unless expressly stated otherwise herein or in the Contract.

57. The Contract is considered to be entered into when a confirmation of successful

Verification is delivered to Client.

58. The conclusion of Contract is considered as defective if any party to the Contract was not aware thereof and was not supposed to be reasonably expected to know such fact, including but not limited to one or more of the following situations:
- a) Provision of false, untrue information by the other party or provision of information of misleading nature in any other way by such party;
  - b) Missing true will of the other party to enter into Contract;
  - c) The other party suffers lack of legal capacity to enter into Contract at the time of its conclusion;
59. Consequences of such defective conclusion of the Contract shall be as described in *Article XIV. point 6.* of this document.
60. For the purpose of executing the process of Verification, potential Client - individual, must fulfil the following requirements within Client zone:
- a) Choosing and entering Password for the access of a potential Client Account;
  - b) Entering his personal data - full name, permanent residence address, nationality, date of birth, telephone number and email address;
  - c) Stating whether he is a Politically Exposed Person;
  - d) Filling in the Investment Questionnaire;
  - e) Determining the method of first deposit;
  - f) Uploading photocopies of Proof of Identity and Proof of Residence documents into Client zone, which shall prove the truthfulness of personal data entered by potential Client as described under letter b), which have further been issued by public authority and shall include a photo of Client;
  - g) Choosing trading Platform;
61. For the purpose of executing the process of Verification, potential Client - entity (legal person), shall fulfil the following requirements within Client zone:
- a) Entering Password for the access of a potential Client Account;
  - b) Entering company details: name, seat address, date of incorporation, company ID, telephone number, email address and nature of business;
  - c) Entering personal data of any Authorized Person, acting on behalf of such potential Client - full name, permanent residence address, nationality and his/her legal position;
  - d) Filling in an Investment Questionnaire;
  - e) Determining the method of first deposit;
  - f) Uploading photocopies of Proof of Identity and Proof of Residence documents into Client zone, which shall prove the truthfulness of personal data of potential Client's Authorized Person as described under letter c), which have further been issued by public authority and shall include a photo of the Authorized Person;

- g) Uploading photocopy of the following documents into Client zone (proof of existence, list of Authorized Persons and list of owners together with distribution of shares), which shall prove the truthfulness of company details as described under letter b) and which have further been issued by public authority;
  - h) Choosing trading Platform(s);
62. For the purpose of executing the process of Verification, any potential Client, depending on the selected first deposit method, shall provide a photocopy of following documentation by uploading it to respective column in Client zone:
- a) In the event of using credit card for the first deposit, a document proving the number of such credit card, that such credit card is valid and held in the name of a potential Client, issued by a n authorized credit institution and connected to such account opened with this institution; or
  - b) In the event of using wire transfer for the first deposit, a document proving an existence and number of account open with credit institution, held in the name of a potential Client.
63. The Client hereby acknowledges and agrees that due to FXC's AML Policy, the first deposit must be made by credit card or account held in the name of the Client exclusively, while such credit card or account details must be indicated in Client zone prior to making the deposit, as described in *point 8 of this Article*.
64. The Contract can be entered into and the Verification can only be executed electronically by use of Client zone, which is to be found on FXC's Website.
65. FXC shall examine the data, provided based under points 6 to 10 of this Article, on regular basis, determine the suitability of its products and inform such potential Client about the results of such examinations.
66. Potential Client hereby acknowledges that in the event FXC does not consider the information or documents provided by potential Client in compliance with *points 6 to 10 of this Article*, in its sole discretion, as satisfactory with regard to FXC AML Policy, FXC may require additional information or documents from such potential Client before the conclusion of this Contract.
67. If the potential Client fulfils the requirement described in points 6 to 10 of this Article successfully, FXC shall send a confirmation of such fact to the Client within two working days via Client zone, provide the Client with full access to his/her/its Client Account and allow Client to execute Transaction Orders.

## **V. Client Account**

68. FXC hereby represents and warrants that while dealing with any monetary funds or other assets of Client, it shall act prudently and with due professional care. Furthermore, FXC shall not disclose any confidential information and facts related



to Client Account to third parties, unless it's:

- a) necessary for the performance of obligations under this contract; or
  - b) necessary for the purposes described in Article XII. of this document or other actions required by the authorities, administrative bodies or courts; or
  - c) expressly permitted by the Client in writing.
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69. The information, documents and data provided by Client in accordance with *Article IV. points 6. or 7.* are parts of Client Account. The Client is obliged to inform FXC about any changes in such information, and documents of data. It is Client's obligation to provide FXC with up-to-date information and support the information with corresponding documents. If possible, e. g. in cases including, but not limited to, expiration of proof of residence or ID card, the Client is obliged to fulfil this obligation prior to effectiveness of such change, otherwise without due delay.
  70. As stated hereunder and under the conditions specified herein, FXC shall open, maintain and manage a Client Account for the Client.
  71. The Client Account shall be maintained and all operations concerning the Client Account shall be made by both parties of the Contract via Client zone, unless expressly stated herein or in the Contract.
  72. The Client Account is accessible through Client zone after entering pre-set Login and Password by Client. The Client hereby acknowledges and agrees that he is the only person authorized and permitted to manage Client Account in respect to entering Transaction Orders, changing or updating personal data and in other way perform rights and obligations arising from the Contract and this document.
  73. Client Account is held in a Currency chosen by the Client at the time of conclusion of this Contract. Full range of Currencies, in which Client Account may be held, depends on the current offer of FXC.
  74. No interest is accrued or debited in relation to the funds and deposits made to Client Account.
  75. The Client hereby acknowledges that the funds deposited by the client on the Client Account are kept in one or more accounts held with a financial institution on behalf of FXC. The selection of specific financial institution, with which such accounts are held, is solely within FXC's discretion. However, such choice shall be done in accordance with *Article V. point 1.*
  76. Client is obliged to notify FXC about any suspicion of potential unauthorized use or awareness of the Password to Client Account without delay. In such a case FXC shall disable Client Account without undue delay.
  77. The Client may request revision of any non-executed transaction. Such revision may be carried out only on the basis of justified reasons (so a reasonable concern of incorrect calculation, non-execution etc.). However, if the client's request proves to be inadequate and unjustified, FXC may, at its own discretion, charge \$100 (one hundred U.S. dollars) per revision. In the event such revision proves that such request of client was justified and transaction non-executed, FXC shall bear the costs of such revision.

## **VI. Transaction Account and Credit Card**

78. Any credit card or account, from which the first deposit to Client Account is successfully made, is authorized automatically as Transaction Account/Transaction Credit Card.
79. To add a new Transaction Account or Transaction Credit Card to the register in Client zone, Client must provide documentation necessary for Verification of the account/credit card, as described in *Article IV. point 8 letter a) or b)* of this document.

## **VII. Funds**

80. The funds deposited on Clients Account may be used by FXC solely for the following purposes:
- a) settlement of Transactions;
  - b) settlement of fees and commissions charged in accordance with conditions set up by each Platform;
  - c) coverage of Transaction Margin;
  - d) withdrawal of funds;
  - e) conclusion of new Transactions;
  - f) collateral/security deposit.
2. The Client hereby acknowledges that in case the amount of funds on Client Account is not satisfactory for settlement of all orders entered by Client, the order of list presented in point 1 . reflects the priority for usage of funds on the Client Account and prospective new deposited funds.
3. The Client further acknowledges and agrees to the following terms and conditions concerning deposits of funds:
- a) All deposits must only be made from Transaction Account(s) or Transaction Credit Card(s), otherwise they will be rejected by FXC.
  - b) The deposits must be made and the corresponding funds must be sent only in the Currency, in which the Client Account is maintained.
  - c) The deposited funds shall become available within the Client Account after FXC receives a confirmation from the bank of the funds being credited to FXC's Account. When such a confirmation is received, FXC shall make funds accessible without undue delay.

4. The Client hereby acknowledges and agrees to the following terms and conditions concerning withdrawals of funds:
  - a) A request for withdrawal can be filled only (1) in writing by using a withdrawal form, which can be found on FXC's Website or (2) via client zone by entering corresponding information specified therein.
  - b) All withdrawals must only be made to Transaction Account(s) or otherwise the request for withdrawal will be rejected by FXC.
  - c) The request shall further be rejected by FXC in case that the requested amount exceeds the minimum Transaction Margin required for currently opened position. The request shall further be rejected by FXC in case that the person placing the request is not duly authorized or his authenticity is disputable.
  - d) The withdrawals are executed and the corresponding funds are sent to Transaction Account only in the Currency, in which the Client Account is held.
  - e) FXC reserves the maximum period of five working days, starting at the moment of placing a withdrawal request by Client, before the funds are transferred to Transaction Account of Client. The period serves for Verification of person placing the request and the amount of funds remaining on Client Account. The withdrawal orders are thought to be executed by FXC without undue delay.
  
5. The Client hereby acknowledges that in the event where FXC receives a request for refund or chargeback of funds already credited to FXC's Account, no matter whether such request comes from the Client or a financial institution, with which Client's Transaction Account is opened, such request can only be satisfied up to the amount of funds remaining and being available on Client Account at the moment of delivery of the request to FXC. FXC has no responsibility and shall not refund or charge back any loss caused by unsuccessful trading or spent on charges.
6. The Client hereby acknowledges and agrees that all transactions between Client and FXC shall be performed by wire transfer or other method in which FXC is in compliance with FXC's AML Policy and FXC can verify the identity of Client or take other measures under its AML Policy. FXC may not accept deposits to Client Account from third party account; neither may FXC withdraw any funds from Client Account to any third party account.
7. The Client hereby acknowledges that any chargebacks or refunds shall only be made to Transaction Account or via Transaction Credit Card.
8. In the certain occasions the Client shall be awarded bonuses in form of Credit. This Credit shall be removed anytime according to the decision of FXC. The Client is not entitled to the legal claim of Credit assignation. Detailed description shall be found in a special terms and conditions of each bonus promotion.
9. The Client hereby acknowledges and authorizes FXC to use his/her funds as collateral/security deposit to third Party Service providers

## **VIII. Communication**

81. Unless stated otherwise, any communication between FXC and Client, which related to this Contract and its scope in any way, shall be done orally, by phone, email or other electronic means including Client zone or by correspondence.
82. Notwithstanding *point 1. of this Article* and unless stated otherwise in this document, any amendments or supplements to the Contract and related documents must be made in writing, agreed upon and signed by both parties and attached to the Contract.
83. Any communication from FXC shall not be deemed effective unless served to the Client. Any communication from the Client shall not be deemed effective unless accepted by FXC.
84. The language used in the Contract, related documents and their amendments shall be the English language. Whenever the Client is required to provide any document to FXC, such document must be in English language, unless required otherwise by FXC or tacitly accepted.
85. The Client hereby acknowledges and agrees that FXC makes, saves and keeps records of all communication as described in *point 1. of this Article*, regardless whether such communication is made by phone, in writing, via Client zone or in any other way. The content of such communication shall be considered confidential and serves only for the purpose of evidence and to comply with FXC's AML Policy.
86. Whenever a communication as described in *point 1. of this Article* is carried out by email, the Client must use only one dedicated email address. Such email address shall always be the one, which has been entered by Client at the time of entering into Contract.
87. Actual contact information and details of FXC are indicated and listed on FXC's website while FXC has the right to change them in accordance with other provisions of this document anytime without any notice to the Client.

## **IX. Trading**

88. The Client hereby acknowledges that for the purpose of any Opening Transaction, the Client is obliged to provide a Transaction Margin under the following conditions:
  - a) The required amount of funds used as Transaction Margin shall be calculated as a percentage of the nominal value of Transaction. Such percentage varies depending on type of Financial Instrument and its actual Exchange Rate, therefore might be subject to frequent changes and the provided Leverage.
  - b) The Transaction Margin must be provided to the Client in the Currency of Client Account.
  - c) The funds used as Transaction Margin shall be blocked during holding position and accordingly shall not be available to the Client.
  - d) FXC has the right to change the required Transaction Margin. Client must be informed about the fact without undue delay.

- e) Client is obliged to maintain the amount of funds on Client Account higher than required Transaction Margin for their opened positions. In case that amount of funds on Client Account falls below the required Transaction Margin for opened positions, Client is obliged to deposit additional funds on the Client Account or close one or more positions in order to reduce the risk of falling below required Transaction Margin without undue delay.
  - f) Client hereby agrees that whenever the amount of funds on Client Account falls below required Margin for opened positions, FXC has the right to close one or more open positions of the Client without Client's consent in order to reduce sufficiently the required Transaction Margin. Client shall be notified about this fact without undue delay.
  - g) FXC offers clients a negative balance protection which does not charge loss exceeding the margin when the set position cannot be closed and the margin becomes negative in an irregular situation such as concentration of market order. Margin negative will be resolved within 7 business days and the equity will return to "0". In the event such balance is not brought back to 0 from negative, the Client shall contact FXC.
  - h) FXC reserves the right to apply changes to and amend the leverage ratio (i.e. decrease or increase the leverage ratio), at its sole discretion and without any notification, case by case on any account of the client as deemed necessary by FXC.
2. FXC shall provide the Client with systematic Price Quote of prices of Financial Instruments, providing buying price, selling price and the amount of Spreads of each Financial Instrument. Current Spreads and prices are passed to the Client through Trading System and accessible on FXC's Website.
3. FXC has the right to suspend Price Quote and trading on a specific Financial Instrument in the cases including, but not limited to, suspension of trading on an underlying instrument or force majeure as described herein.
4. FXC has further the right to modify Spreads without any notice to the Client.
5. The Client acknowledges and agrees that FXC uses Market Execution method.
6. FXC may at its sole discretion, while making reasonable efforts for post-notification, alter, refuse to transmit or execute any transaction or revoke an executed transaction in particular in the following cases:
- a) the transactions were executed by arbitrage/exploitation of market failures, off market rates or any other abusive technique as determined by FXC;
  - b) a technical problem withheld the transaction from being executed as desired;
  - c) a liquidity provider has cancelled or altered the transaction with FXC; and/or
  - d) the transaction covering was executed with the liquidity provider. FXC is also entitled, at any time and at its discretion, without giving any notice or explanation to the Client, to decline or refuse to transmit or arrange for the execution of any Order or Request or Instruction of the Client.

7. A Transaction order can only be entered within the trading Platform or by telephone under the conditions set in *Article IX*.
8. FXC has the right to refuse Opening Position in its sole discretion and without any responsibility of the amount of both actual damage and lost profit of the Client.
9. Unless stated otherwise herein or executed by FXC without due diligence or inconsistently with the orders of Client, Client has full responsibility of any Transaction Order, other instruction or disposition executed within Client Account.
10. Client is able to place to the Trading System only Transaction Orders, which are allowed by FXC. Such Transaction Orders include, but are not limited to, stop orders, limit orders or contingency orders. The current offer of Transaction Orders allowed by FXC can be changed by FXC without any notice to Client.
11. Any single Transaction Order may refer only to buying or selling of one particular Financial Instrument.
12. In order to achieve validity, any Transaction Order shall contain at least name of Client and identification of Client Account, type of Financial Instrument, date and time of placement of order, volume of Financial Instrument, type and number of order. A valid Transaction Order can only be modified before its execution, unless stated otherwise herein.
13. Client hereby acknowledges that any Transaction Order shall be executed only when Client has sufficient amount of funds on Client Account to establish Transaction Margin, otherwise the Transaction Order will be rejected.
14. Any Position Closing shall result in the termination of all rights and obligations arising from such previously open position, unless stated otherwise herein. Financial result of Closing Position is settled by FXC on the day of closing.

## **X. Charges**

89. FXC has the right to change such fees & charges, add or revoke new fees & charges while such fees & charges shall be applied for the first time.
90. For any Transaction Order or other act made by Client, from which charges might arise, the amount charged to the Client shall be counted accordingly to the relevant list of charges, which was valid at the time of entering Transaction Order or other act, from which the charges might arise.
91. In the event a Client receives status of a Dormant Client and FXC, having full discretion to terminate him or not, may charge €10.00 (in words: ten euro) per each full month of client's status being Dormant.
92. Data feed charge: FXC reserves the right to levy a reasonable charge to reflect our costs in making real time prices available to you on your Account if you repeatedly access your Account over an extended period without placing any Orders and executing trades on the Account.

## **XI. Decisions of Authorities or Courts**

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support@fxcentrum.com  
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93. The Client hereby acknowledges that FXC shall follow and duly fulfil any and all requirements of relevant financial and other authorities or courts and perform any obligations imposed on FXC during the period of performance of its business activities. In case when such requirements or obligations are not consistent with provisions of the Contract, the requirements and obligations imposed by authorities shall prevail and come first with no exceptions.
94. In case FXC acts inconsistently with the provisions of the Contract as a consequence of situation described *in point 1. of this Article*, such acts are not considered to be a breach of Contract and there is no responsibility arising on the side of FXC for any damage or loss caused to the Client.
95. Upon request of a relevant financial authority FXC may disable Client's Account immediately and without any prior notice.

## **XII. Closing of Client Account**

96. Legitimate reasons for the closing of Client Account include, but are not limited to:
- a) Request by Client;
  - b) Obligation imposed by authority as described in Article XII. of this document;
  - c) Suspicious activity on Client Account in respect of identification of Client, origin of funds deposited on Client Account or other matter concerning FXC's AML Policy;
  - d) Reasonable suspicion of any breach of the Contract made from the side of Client;
  - e) Reasonable suspicion of any violence of applicable law, rule or regulation made from the side of Client;
  - f) Inactivity of Client Account for at least three months;
  - g) Substantial burdening of Platform by entering a very high amount of Transaction Orders from the side of Client.
97. FXC is obliged to explain to Client the reason of closing the account anytime upon request.
98. The Client hereby acknowledges that FXC has the full right to disable Client Account anytime without prior notice to Client and at FXC's sole discretion.

## **XIII. Termination of Contract**

99. Upon an effective termination of the Contract the following amounts to be paid by the Client become due and payable:
- a) All outstanding fees, commissions and charges;
  - b) Any expenses arising from the termination of Contract or Closing Position;
  - c) Any other losses or expenses arising from the Contract.

100. The client hereby acknowledges that termination of Contract shall not affect

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any Transaction previously entered into by Client and shall not relieve any of the parties from any obligation arising out of the Contract and already existing at the time of effective termination of Contract. FXC shall have the right to cancel, unwind or relief the Contractual Parties from any transaction which is based on a breach of Contract or the applicable law.

101. Each of the party can terminate the Contract with a 1-week (one week) written notice, while such period is initiated at the moment such notice is effectively delivered to the other party.
102. Upon written consent of both parties, the Contract may also be terminated with immediate effect or within a different period than the one stated in point 3. of this Article.
103. In case of termination of the Contract in accordance with the point 3. and 4. of this Article by the Client, such termination may occur only if there are no open positions on the Client Account. Otherwise, FXC shall close all open positions on Client Account at the moment the termination of Contract comes into effect.
104. FXC has the right to terminate the Contract with immediate effect in case the Client is in breach of any of the provisions of the Contract, in case any statements or representations, provided by Client, are found to be false, untrue or misleading during the effect of the Contract or whenever a Conflict of Interests arises.
105. In case of death of Client - individual or in the event of liquidation or insolvency of Client - entity, this Agreement shall terminate automatically on the next business day after the receipt of an official evidence of the fact above by FXC.
106. FXC has the right to terminate the Contract with immediate effect if the country of Client's residence appears on Financial Action Task Force sanction list.

## **XIV. Default**

107. Each of the following constitutes an "Event of Default":
  - a) the failure of the Client to provide any initial Margin and/or hedged Margin, or any other amount due under the Contract;
  - b) the failure of the Client to perform any obligation due to the Company;
  - c) If an application is made in respect of the Client pursuant to the Seychelles Bankruptcy Laws, as amended or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
  - d) where any representation or warranty made by the Client is/or becomes false, untrue or invalid;
  - e) the Client is unable to pay the Client's debts when they fall due;
  - f) the Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;
  - g) any other circumstance where the Company reasonably believes that it is necessary or



desirable to take any action set out in the following paragraph;

- h) the Client involves the Company in any type of fraudulent or illegal activity.
- i) an action set out in the following paragraph is required by a competent regulatory authority or body or court;
- j) in cases of material violation by the Client of the requirements established by legislation of Seychelles or other countries, such materiality determined in good faith by the Company;
- k) if the Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities.

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

- a) terminate this Agreement without notice, granting the right to perform any action specified in Section “Termination of the Agreement” by the Company;
- b) combine any Client Accounts, consolidate the Balances in such Client Accounts and to offset those Balances;
- c) close the Client Account;
- d) cease to grant the access to the Company Online Trading System to the Client;
- e) convert any currency;
- f) suspend or freeze or close any open positions or reject Orders;
- g) refuse to accept Client Orders;
- h) refuse to open new Client Accounts for the Client;
- i) cancel, unwind or relief the Parties to the Contract from any executed transaction

## **XV. Risk Acknowledgement**

109. Client acknowledges and understands that trading and investment on foreign exchange is highly speculative, involves an extreme degree of risk, and is generally appropriate only for persons who can assume risk of loss in excess of their margin deposit.

110. Client further understands that because of the low Transaction Margin and high Leverage normally available in foreign currency trading, price changes in foreign currency Contracts may result in significant losses. Such losses may substantially exceed Client’s investment and Transaction Margin deposit. Any profit or loss arising as a result of a fluctuation in the exchange rate affecting trading Currency will be entirely for the Client account and risk.

111. Client warrants that the Client is willing and able, financially and otherwise, to assume the risk of foreign currency trading, and in consideration of FXC carrying Client Account, Client agrees not to hold FXC and its Technology Providers responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents or representatives.

112. Client hereby acknowledges that any guarantee of profit or loss clearing cannot

be given and it is impossible to predict performance in foreign currency trading. Client acknowledges that he has received no such guarantees from FXC or from any of its employees, representatives or any Introducing Partner and has not entered into this Contract in consideration of any such guarantees or similar representations.

113. All transactions effected for Client Account and all fluctuations in the market prices of the Contracts carried in Client Account are at Client's risk, and Client shall be solely liable therefore under all circumstances. Should Client's account end in debit, Client warrants that the Client will pay FXC the amount due.
114. FXC shall not be held responsible for any delays or partial or total failures in any online (electronic) trading platforms or any communications facility or other causes beyond FXC's reasonable direct control.
115. The Client understands and recognizes that the transactions to be conducted pursuant to this Contract are not conducted on a regulated market or exchange.

## **XVI. Indemnification**

116. The Client agrees to defend, indemnify and hold FXC, its Technology Providers, affiliates, and their respective employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees and other legal expenses, incurred by FXC arising out of the following:

- a) Client's failure to perform his obligations in full arising out of the Contract properly and on time;
- b) in case that any of the representations and warranties made by Client herein or at any time are found to be untrue or incorrect;
- c) violation by Client of any applicable law, rule or regulation.
- d) gross negligence or any willful misconduct by Client.

117. Unless expressly stated herein, Client also agrees to pay all damages, costs and expenses, including attorney's fees, incurred by FXC in the enforcement of any of the provisions of the Contract or any other agreements concluded between FXC and Client and any Transaction executed based on the Contract, to FXC without delay. The Client's obligation under the preceding sentence arises upon the incurrance of the said costs.

## **XVII. Data protection**

118. FXC is committed to protect all personal information of the client, of which it becomes aware in connection with the business cooperation between the client and FXC. In this respect, FXC is governed by the applicable laws, business

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practices and good manners.

119. This is not in conflict with provisions of Article *XVII point 1* when FXC provides client's e-mail address to relevant IP to ensure fast communication.
120. FXC collects personal and non-personal information about the client for business and marketing purposes. Such information shall be shared with affiliates and business partners to transact business effectively and the Client gives FXC express permission to do so.

## **XVIII. Jurisdiction and Governing Law**

121. An applicable substantive law to any dispute, controversy or claim arising out of or relating to this contract's Payment Clearing Services, the breach, termination or invalidity thereof, shall be the Laws of Seychelles. Investment Services in relation to Financial Instruments shall be governed by the laws of Seychelles.
122. All disputes arising out of or in connection with the actual Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be in Singapore.

## **XIX. Representations and Guarantees**

Apart from other representations made by Client herein, the Client further represents and warrants that:

123. If the Client is an individual, he/she is of sound mind, legal age and of full legal capacity to enter into the Contract;
124. If the Client is a legal person, it is duly organized, constituted and validly existing under the applicable laws of the jurisdiction in which the Client is constituted and each individual dealing with FXC in any matter concerning the Contract is duly authorized by the Client;
125. The Contract and its execution shall not violate any law, regulation, by-law or policy applicable to the Client or be inconsistent therewith;
126. Any information, documents or data provided by the Client while entering into Contract and any time during the validity and effectiveness of the Contract are accurate, truthful and not misleading in any formal or material respect;
127. Client is willing and financially able to sustain any loss of funds resulting from Transactions and any services provided under the Contract, unless such loss is caused by violation of applicable law or provisions of the Contract, gross negligence or willful misconduct from the side of FXC;
128. Client is a sole beneficial owner of all funds transferred under the Contract and that such funds do not derive directly or indirectly from any criminal activity under the applicable laws. The Client has not granted and will not grant any security interest

in Client Account with FXC to any person except FXC without prior written consent of FXC.

129. Before the conclusion of Contract, the Client has received an assessment based on information provided by Client, which informs Client about the suitability of Investment Services provided under the Contract to Client. In case the assessment did not determine such Client as suitable, the Client shall be duly informed thereabout.
130. Before the conclusion of the Contract, the Client hereby represents that he/she has read carefully and fully agreed not only with the Contract and documents forming an integral part of it, but also other documents relevant for the performance of obligation under the contract including, but not limited to FXC's AML Policy statement, list of contacts, risk disclaimer or current trading conditions. All of the documents can be accessed through the FXC's Website.
131. Before the conclusion of the Contract, the Client had the opportunity to conduct simulated trading using FXC's demo trading Platform for a period that has allowed the Client to develop a full understanding of the Trading System and principles of trading.

## **XX. Market Data**

132. The Client hereby represents and warrants to FXC that:
- a) it will limit its use of Market Data solely for the Internal Use (as defined below) of Client. "Internal Use" shall mean access to and use of Market Data for performance of research and analysis, preparation of hardcopy research documents and reports and for other data processing use, analysis and distribution to the Client (if an individual) or within Client's own organization (if an entity) but not for redistribution of, or the provision of access to, Market Data to any third-party including but not limited to any clients or customers of Client or to any other non- Client persons or entities. If an entity, Client shall advise each of its employees having access to Market Data of the proprietary nature of Market Data and shall direct such employees to treat such information pursuant to the terms of this Agreement. Client shall not make Market Data provided to it by FXC available to any other Person.
  - b) Client shall only display the Market Data in a Closed Environment; it has entered into all necessary license and other agreements or arrangements with all third- party providers relating to use, display and/or redistribution, as applicable, of the Market Data, and agrees that it shall maintain all such licenses, agreements and arrangements in full force and effect for so long as it receives the Market Data pursuant to this Agreement.

## **XXI. Technical Issues**

1. FXC bears no responsibility for any loss that arises as a result of a system failure,

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including but not limited to:

- a) hardware or software failure, malfunction or misuse either on the client's side or FXC's or both;
- b) poor or no internet connection either on the client's side or the FXC's or both;
- c) incorrect settings in client terminal; and
- d) delayed updates of client terminal.

## **XXII. Pending/Rejected Deposits.**

1. FXC shall inform its client about pending deposit (received, but not credited to trading account yet) within 1 Business Day, if there are not issues (suspicious transaction, owner etc.) that would result in deeper compliance assessment.
2. Client shall provide relevant proof of deposit to FXC, if requested by FXC.
3. In the event of not resolving the pending deposit in 20 calendar days pursuant to point 1, such funds shall be returned to sender.

## **XXIII. Final Provisions**

4. In the event any complaints or claims against FXC arise to the Client, such complaints or claims must be submitted to any of authorized employees of FXC in written form and no later than three calendar days in case the claim or complaint concerns a Transaction or Transaction Order, and no later than fifteen calendar days in case the claim or complaint concerns Investment Services provided by FXC. FXC has no obligation of handling claims and complaints submitted after these periods.
5. Both parties hereby agree that the Contract and this document can only be amended in writing. This rule shall not apply to situations described in *Article II, point 4* of this document.
6. Unless stated otherwise herein, oral amendments, agreements or instructions or Transaction Orders shall not be recognized or enforceable.
7. Client understands, acknowledges and agrees that FXC may amend or change this Agreement at any time. To meet the requirement of a written form, FXC shall provide notice to Client of any such amendment or change by sending an email message to Client and by posting the amendment or change on FXC's Website. Client agrees to be bound by the terms of any such amendment or change.
8. In cases of force majeure, i. e. in situations beyond the control or influence of one of the parties and provably prevent such party from fulfilling obligations under the Contract, such party takes no responsibility for difficulties or losses of the other party arising from the situation of force majeure.
9. There is the possibility that certain ways of trading are capable to incur damage, unjust enrichment etc. at expense of FXC. Such situations could be caused by willful usage of technical errors or defects, shuffling ways of trading, churning, unfair

competitive practices etc. Similar situations, but not limited to, could arise in cases when any method of trading is practiced in disproportionate or aggressive way (for example in the use of a high-frequency trading and/or latency arbitrage). The above trading strategies are considered as abusive to FXC and remain prohibited. FXC hereby reserves the right to withhold performance of contractual obligations (including payment of fees etc.) in the case where any abusive trading is detected. It is in the sole discretion of FXC to determine the occurrence of abusive trading.

10. Any invalid or unenforceable provision of the Contract shall not affect any other provision hereunder and the remainder of the Contract shall be valid and enforceable to full extent permitted by law and the valid provisions of the Contract.
11. If any provision of the Contract is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the court may modify or amend such provision to allow its enforcement to the maximum extent permitted under the law. In case of inconsistency between the provisions of Terms and Conditions and other parts of the Contract, the Terms and Conditions shall prevail.
12. The articles, points, article titles and headings contained in this Contract are inserted as matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Contract or any of its provisions.
13. After reading the Contract, the Parties proclaim and agree that they understand the Contract and its provision, that this Contract represents a true expression of their free, open, serious and error-free will; and that is based on true facts known to the parties at the date of conclusion of this Contract.