



Fxness (VG) Ltd (Financial Services Commission License Number SIBA/L/20/1133),  
Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands  
Website: [www.fxness.net](http://www.fxness.net), email: [support@fxness.net](mailto:support@fxness.net)

# Client Agreement



Fxness (VG) Ltd (Financial Services Commission License Number SIBA/L/20/1133),  
Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands  
Website: [www.fxness.net](http://www.fxness.net), email: [support@fxness.net](mailto:support@fxness.net)

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## Part A: General Terms And Conditions

### 1. Introduction

1.1 The Agreement is entered by and between Fxness (VG) Ltd (“the Company”) on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form (hereinafter called the “Client”) on the other part.

1.2 The Company is authorised by the Financial Services Commission with Investment Business License Number SIBA/L/20/1133.

1.3 This Client Agreement with the following documents found on the Company’s website (namely “General Business Terms”, “Partnership Agreement”, “Risk Disclosure and Warnings Notice”, “Complaints Procedure for Clients” and “Bonus Terms and Conditions”), as amended from time to time, (together the “Agreement”), as well as any other documentation that may be communicated applicable to a Client as a result of his participation in any of the Company’s campaigns and/or loyalty programs, set out the terms upon which the Company will offer Services hereunder to the Client and shall govern all CFD activity of the Client with the Company during the course of the Agreement.

1.4 The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s).

### 2. Interpretation of Terms

2.1 In this document (Client Agreement):

“**Access Data**” shall mean the login and password of the Client, which are required so as to place Orders in CFDs with the Company on the Trading Platform, and any other secret investor passwords, phone passwords or similar, used to access the Personal Area so as to perform non-trading operations.

“**Account Opening Application Form**” shall mean the application form/questionnaire completed by the Client, on-line on the Company’s Website and/or mobile application(s) and/or in hard copy, in order to apply for the Company’s Services under the Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client’s identification and due diligence, financial profile and appropriateness in accordance with the Applicable Regulations.

“**Adjustment Event**” means in respect of a product, where the Underlying Asset is an index, any change to the index including but not limited to the announcement of a successor index.

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



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**“Agreement”** shall mean this document (Client Agreement) and various documents found on the Company’s website, namely “General Business Terms”, “Partnership Agreement”, “Risk Disclosure and Warnings Notice”, “Bonus Terms and Conditions”, “Complaints Procedure for Clients”, as amended from time to time and any subsequent Appendices added thereto.

**“Applicable Regulations”** shall mean (a) rules of a relevant regulatory authority having powers over the Company; (b) the rules of a relevant Underlying Market; and (c) all other applicable laws, rules and regulations of British Virgin Islands and/or of another jurisdiction.

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

**“Associate”**: shall mean the Client which accepts to be an Associate in a Portfolio Manager’s Fund and receives a percentage of Portfolio Manager’s Performance Fee on the basis of the Fee Sharing Rate defined by the Portfolio Manager.

**“Balance”** shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.

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

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

**“Billing Period”** shall mean: a) the period commencing on the date of the creation of a Fund or PM Strategy and ending at the last Friday of the same calendar month at 23:59:59 UTC+0 or b) Each subsequent period which succeeds the last Friday of each calendar month at 23:59:59 UTC+0 or c) any other period mentioned on the Website and/or any relevant mobile application/s or in other way will be directly communicated by Company to the relevant Clients.

**“Business Day”** shall mean any day other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other international holidays to be announced on the Company’s Website.

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

**“Client Terminal”** shall mean the MetaTrader program version 4 or 5, or other platform trading facilities including (but not limited to) web and mobile, which are used by the Client in order to obtain information on Underlying Markets in real-time,, make Transactions, place or delete Orders, as well as to receive notices from the Company and keep record of Transactions.

**“Closed Position”** shall mean the opposite of an Open Position.

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



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**“Content Guidelines”** are the rules and procedures which Portfolio Manager or PM Strategy Provider or Strategy Provider shall follow and comply with in relation to the provision of portfolio management services and social trading services respectively. The Content Guidelines will be provided by the Company from time to time and will be available on the Company’s Website and/or Portfolio Management platform and/or Social Trading system.

**“Contract for Differences”** (“CFD”) shall mean a contract between two parties, typically described as “buyer” and “seller”, stipulating that the buyer will pay to the seller the difference between the current value of the price of an Underlying Asset and its value at contract time (if the difference is negative, then the seller pays instead to the buyer). A CFD is a Financial Instrument.

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

**“Corporate Action”** means the occurrence of any of the following in relation to the issuer of any relevant Underlying Asset: (a) any rights, scrip, bonus, capitalisation or other issue or offer of shares/equities of whatsoever nature or the issue of any warrants, options or the like giving the rights to subscribe for shares/equity; (b) any acquisition or cancellation of own shares/equities by the issuer; (c) any reduction, subdivision, consolidation or reclassification of share/equity capital; (d) any distribution of cash or shares, including any payment of dividend; (e) a take-over or merger offer; (f) any amalgamation or reconstruction affecting the shares/equities concerned; and/or (g) any other event which has a diluting or concentrating effect on the market value of the share/equity which is an Underlying Asset.

**“Currency of the Client Account”** shall mean the currency that the Client Account is denominated in, as available by the Company from time to time.

**“Currency Pair”** shall mean the quotation of two different currencies, with the value of one currency being quoted against the other in a CFD transaction. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

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

- A.  $\text{Equity} = \text{Balance} + (\text{Floating Profit} - \text{Floating Loss});$  and/or
- B.  $\text{Equity} = \text{Free Margin} + \text{Margin}$

**“Error Quote (Spike)”** shall mean an error Quote having the following characteristics:

- A. A significant Price Gap; and
- B. In a short period of time the price rebounds with a Price Gap; and



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- C. Before it appears there have been no rapid price movements; and
- D. Before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released.

**“Event of Default”** shall have the meaning given in paragraph 11.1. of PART A of this document (Client Agreement).

**“Exchange Control Regulations”**: shall mean any regulation or controls or restrictions or limitations imposed by any government and/or national bank or other authority on private transactions conducted in foreign currency and/or on the purchase and/or sale of currencies, that aims to restrict the buying and selling of a national currency or to preserve foreign currency reserves. Controls may include a ban on the conversion of the proceeds of certain assets or by certain categories of person, an obligation to surrender foreign exchange proceeds to the central or local bank, authorisation requirements, quantitative limits or indirect methods and/or any other restrictions.

**“Expert Advisor”** shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade his account automatically managing all aspects of trading operations from sending orders directly to the Trading Platform to automatically adjusting stop loss, trailing stops and take profit levels.

**“Fee Sharing Rate”**: is the % of Performance Fee defined by the Portfolio Manager when inviting an Associate to its Fund (rate can be from 0.1% up to 100% inclusive with the precision of 0.1%).

**“Financial Instrument”** shall mean Contracts for Differences.

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

**“Force Majeure Event”** shall have the meaning as set out in paragraph 12.1. of PART A of this document (Client Agreement).

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

**“Fund/s”** shall mean the portfolio/s created and managed by the Portfolio Manager/s in order to collect and manage PM Investment/s from PM Investor/s. Each Fund is supported by a master trading account used by the Portfolio Manager. Each Fund will have certain profiles and parameters which are set manually by the Portfolio Manager and certain statistics which are set by the Company using certain algorithms and any other information as decided by the Company from time to time.

**“PM Investment/s”** shall mean the money invested by the PM Investor/s in the Fund/s or PM Strategies. The PM Investor may have one or more PM Investments in one or more Funds or PM Strategies.



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**“Hedged Margin”** shall mean the necessary margin required by the Company so as to open and maintain Hedged Positions in CFD trading.

**“Hedged Positions”** shall mean Long and Short positions of the same size and instrument, opened on the trading account.

**“Indicative Quote”** shall mean a Quote at which the Company has the right not to accept any instructions or arrange for the execution of any Orders in CFD trading.

**“Initial Margin”** shall mean the necessary margin required by the Company so as to open a position in CFD trading.

**“Instant Execution”** shall mean the execution method where the order of the client will be executed at the Client's requested price or will not be executed at all. In the event that the price has changed during the processing request, the client will get a requote. A requote is a notification which tells the Client that his/her requested price is no longer available and gives the client 3 seconds to accept or reject the new price. If they accept the new price, their order will be executed with the new price. If they reject the new price or do not respond to the requote, then the order will not be executed at all.

**“Investment Account”** shall mean the unique personalised account of the Investor for Social Trading.

**“Investor”** shall mean the Client who uses the Social Trading services of the Company by copying the Strategies of Strategy Providers.

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

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

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

**“Lot Size”** shall mean the number Underlying Assets in one Lot in a CFD.

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

**“Margin Call”** shall mean the situation when the Company informs the Client that the Client does not have enough Margin to place Orders or maintain Open Positions.

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





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**“Market Execution”** shall mean any Order from the Client that will be executed at the current price in the market at the moment of Order processing.

**“Market Order”** shall mean an Order made by the Client for an immediate purchase or sale of a security at the price of the market. This can be described as an Order/instruction by the Client to the Company to fill an order immediately at the present price of that asset in the market.

**“Maximum deviation”** is a parameter set by the Client on the client’s terminal that determines the maximum deviation (in pips) between the execution price and the requested price when opening and closing a position.

**“Necessary Margin”** shall mean the necessary margin required by the Company so as to maintain Open Positions in CFD trading.

**“Open Position”** shall mean any position which has not been closed, a Long Position or a Short Position which is not a Completed Transaction.

**“Order”** shall mean an instruction from the Client to trade in Financial Instruments.

**“Parties”** shall mean the parties to this Agreement - the Company and the Client.

**“Performance Fee”** shall mean the fee expressed in a percentage imposed by the Portfolio Manager or PM Strategy Provider for each Fund and PM Strategy.

**“Pending Order”** shall mean an Order made by the Client for the selling or buying of a CFD in the future at set conditions. This means a Client’s Order to open a position when the price of an asset reaches a certain level.

**“Personal Area”** shall mean the Client’s personal page on the Company’s Website.

**“Personal Performance Fee”** shall mean the amount of Performance Fee which Portfolio Manager received for each billing period after deduction of the Shared Fee paid to the Associate, which shall be calculated as per below:

Personal Performance Fee= Total Performance Fee amount from all Investments in a Fund - Shared Fee

**“PM Investor/s”** shall mean the Client who uses the Portfolio Management platform of the Company by investing in the Fund/s or PM Strategies with PM Investments.

**“PM Strategy”** shall mean the account opened by a PM Strategy Provider to carry out a series of transactions for the purpose of Portfolio Copying product under Portfolio Management service and which is available for PM Investors to copy and invest.



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“PM Strategy Provider” shall mean the Client who is using the Portfolio Copying product under Portfolio Management service by creating his/her PM Strategy in accordance and by complying with the Company’s PM Strategy opening procedures.

“Politically Exposed Persons” shall mean:

- A. an individual who is or has been entrusted with prominent public functions and members of his immediate family, or persons who are known to be close associates of such individuals. For the purposes of this definition, PEPs may be:
  - (i) domestic or foreign and generally comprise persons who are Heads of State/government, cabinet ministers/secretaries of state, judges (including magistrates where they exercise enormous jurisdiction), senior political party functionaries and lower political party functionaries with an influencing connection in high ranking government circles, military leaders and heads of police and national security services, senior public officials and heads of public utilities/corporations, members of ruling royal families, senior representatives of religious organizations where their functions are connected with political, judicial, security or administrative responsibilities; family members of PEPs which cover persons in consanguine and affinity relations with PEPs;
  - (ii) close associates of PEPs which comprise personal advisers/consultants to, close business colleagues and friends likely to benefit from association with, PEPs, as well as PEP supported charities and other non-profit making organizations.

“Portfolio Management” or “PM” shall mean the platform provided by the Company via its Website and/or any relevant mobile application/s giving the Client the ability either to become a Portfolio Manager and/or PM Strategy Provider and/ or a PM Investor. PM includes the Portfolio Management products and Portfolio Copying product offered by the Company.

“Portfolio Manager/s” shall mean the Client who is using the Portfolio Management platform provided by the Company by creating and managing Fund/s and inviting PM Investor/s to invest in his/her Fund/s and PM Strategy/ies and meet all the onboarding requirements of the Company. The Portfolio Manager/s earn Performance Fee for their services from PM Investor/s.

“Portfolio Manager’s Account” shall mean the trading account created for the purposes of receiving the Performance Fee.

“Price Gap” shall mean any difference between two prices which is bigger than one minimal price (one point) change.

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

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



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“**Quotes Base**” shall mean Quotes Flow information stored on the Trading Server in CFD trading.

“**Quotes Flow**” shall mean the stream of Quotes in the Trading Platform for each CFD.

“**Services**” shall mean the services provided by the Company to the Client as set out in paragraph 4 of PART A hereunder.

“**Shared Fee**”: shall mean the amount that a Portfolio Manager pays to an Associate based on the set Fee Sharing Rate at which Portfolio Manager shares its’ Performance Fee with the Associate and shall be calculated as per below:

Shared Fee= Total Performance Fee amount from all Investments in a Fund \* Fee Sharing Rate

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

“**Slippage**” shall mean the difference between the requested price of a Transaction in a CFD, and the executed price of the said Transaction. Slippage often occurs during periods of higher price volatility (for example due to news events), making an Order at a specific price impossible to execute, when Market Orders and Pending Orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade; Slippage usually occurs in Market Execution and may occur in Instant Execution when maximum deviation is set.

“**Social Trading**” shall mean the service provided by the Company via its Website and/or mobile application giving the Client the ability either to become an Investor and start copying strategies of Strategy Providers or become a Strategy Provider and create investment strategy/ies (Strategy/ies) and attract Investors to follow such Strategy/ies.

“**Social Trading Period**” shall mean:

- a) the period commencing at the creation of a Strategy and ending at the last Friday of the same calendar month at 23: 59: 59 UTC+0 or
- b) Each subsequent period which succeeds the last Friday of each calendar month at 23:59:59 UTC+0

“**Spread**” shall mean the difference between Ask and Bid.

“**Strategy**” shall mean the account opened by a Strategy Provider to carry out a series of transactions for the purpose of Social Trading and which is available for Investors to copy and invest.

“**Strategy Provider**” shall mean the Client who is using the Social Trading service by creating his/her Strategy in accordance and by complying with the Company’s Strategy opening procedures.



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

“**Trading Commission**” shall mean a fee charged for providing the Service.

“**Trading Platform**” shall mean the Company’s online trading system which includes the aggregate of its computer devices, software, databases, telecommunication hardware, all programs and technical facilities providing real-time Quotes, making it possible for the Client to obtain information of markets in real time, make technical analysis on the markets, enter into Transactions, place and delete Orders, receive notices from the Company and keep record of Transactions and calculating all mutual obligations between the Client and the Company. The Trading Platform consists of the Trading Server and the Client Terminal.

“**Trading Server**” shall mean the software server side of the Trading Platform, in addition to any platform trading facilitates including (but not limited to) web and mobile traders. The Trading Server is used to arrange for the execution of the Client’s Orders or instructions or requests, to provide trading information in real-time mode and historical information about trading activity of the Client (the content is defined by the Company), in consideration of the mutual liabilities between the Client and the Company.

“**Trailing Stop**” shall mean a tool in MetaQuotes Terminals MT4 or MT5. Trailing Stop is always attached to an Open Position and could be set and works in Client Terminal. Only one Trailing Stop can be set for each Open Position. After the Trailing Stop has been set, at incoming of new Quotes, the Client Terminal checks whether the Open Position is profitable. As soon as profit in pips becomes equal to or higher than the specified level, command to place the Stop Loss Order will be given automatically. The Order level is set at the specified distance from the current price. If price changes in the more profitable direction, Trailing Stop will make the Stop Loss level follow the price automatically, but if profitability of the position falls, the order will not be modified anymore. After each automatic Stop Loss order modification, a record will be made in the Client Terminal journal.

“**Transaction**” shall mean any CFD Order that has been executed on behalf of the Client under this Agreement.

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

“**Underlying Asset**” shall mean the underlying asset in a CFD which may be Currency Pairs, Metals, Futures, Commodities, Indices, Stocks, Cryptocurrencies or any other asset according to the Company’s discretion from time to time.

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

“**Wallet**” shall mean the personal account of the PM Investor under Portfolio Management.

“**Website**” shall mean the Company’s website at <https://www.fxness.net> or such other website as the Company may maintain from time to time.



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“Written Notice” shall mean any notice or communication given either via the Trading Platform and/or internal mail, and/or email, and/or facsimile transmission, and/or post, and/or commercial courier service, and/or air mail and/or to the Company’s Website, as well through the Client’s Personal Area.

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

23 Paragraph headings in the Agreement are for ease of reference only.

24 Any reference in the Agreement to any act and/or regulation and/or law shall be that act or regulation or law as amended, modified, supplemented, consolidated or re-enacted from time to time, all guidance noted, directives statutory instruments or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment or modification.

### 3. Client Acceptance and Due Diligence

3.1 It is understood that the Company may not accept the Client as its client, and hence refuse to open a Client Account for him and/or refuse to accept any money from him and/or refuse to allow the Client to initiate trading activities, until the Client properly and fully fills in and submits the Account Opening Application Form together with all the required identification documentation and all internal Company checks (including without limitation anti-money laundering checks, appropriateness tests and identification procedures) have been fully satisfied. Furthermore the Company retains the right, during the business relationship with the Client, to request at any time any other documentation and/or information from the Client that the Company considers necessary as part of the Company’s ongoing monitoring of the Client’s activity. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries. xxx

3.2 The Client has the option, provided that the Client has accepted the documents found on the Company’s website which set out the terms upon which the Company will offer Services, to deposit any amount and in any currency as defined and accepted by the Company from time to time and start trading. The Company reserves the right to define at its absolute discretion and at any time the minimum and maximum amount of deposit(s) as well as the time period in which the Client must fully satisfy the Company’s required identification documentation requirements and any other relevant ad-hoc request. In this respect, the Client shall be notified with a Written Notice. In the event that, the Client does not fully satisfy the Company’s required identification documentation requirements within the time period set by the Company, the Company reserves the right to return any funds deposited back to their origin and impose restrictions in the operation of the Client Accounts including but not limited to restrictions to additional deposits and/or immediately terminate the business relationship with the Client and close the Client Account and/or to proceed to any other action deemed necessary.

### 4. Services



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4.1 Subject to the Client's obligations under the Agreement being fulfilled, the Company may at its discretion offer the following Services to the Client:

- A. Receive and transmit Orders of the Client in CFDs.
- B. Execute Client Orders in CFDs.
- C. Provide safekeeping and administration of financial instruments for the account of Client (as and if applicable), including custodianship and related services such as cash/collateral management.
- D. Provide foreign currency services provided they are associated with the provision of the reception and transmission service of paragraph 4.1. (A) and (B) of PART A of this document.

## 5. Advice and Provision of Information

5.1 The Company will not advise the Client about the merits of a particular Transaction or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in CFDs or the Underlying Markets. The Client alone will enter into Transactions and take relevant decisions based on his own judgment. In asking the Company to enter into any Transaction, the Client represents that he has been solely responsible for making his own independent appraisal and investigation into the risks of the Transaction. He represents that he has sufficient knowledge, market sophistication, professional advice and experience to make his own evaluation of the merits and risks of any Transaction. The Company gives no warranty as to the suitability of the products traded under this Agreement and assumes no fiduciary duty in its relations with the Client.

5.2 The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client should seek independent expert advice if he is in any doubt as to whether he may incur any tax liabilities. The Client is hereby warned that tax laws are subject to change from time to time.

5.3 The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or the Trading Platform or otherwise) with information, training/educational material, news, market commentary or other information but not as a Service. Where it does so:

- A. The Company will not be responsible for such information;
- B. The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Order and/or Transaction;
- C. This information is provided solely for informational purposes, in order to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;



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- D. If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons;
- E. The Client accepts that prior to despatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

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

## 6. Costs and Taxes

6.1 The provision of Services and the performing of both trading and non-trading operations under the Agreement is subject to the payment of charges to the Company (the "Costs"). Costs to the Company are set out in the Company's Website and/or on the Client's Personal Area and/or are communicated to the Client through other means. Costs related to trading operations under the Agreement, may be charged at the opening and/or during the lifetime and/or upon the closing of such trading operations.

6.2 When placing Orders in CFDs, the related Costs may appear relative to the value of the CFD, therefore the Client has the responsibility to understand how Costs are calculated in this case.

6.3 The Company may vary its Costs from time to time. The Company will send a Written Notice to the Client informing of any changes before they come into effect and the latter shall be free to dissolve the contract immediately. In the event that such change is based on a change in interest rates or tax treatment or where there is a valid reason, the Company shall have the right to amend it without prior notice to the Client provided that the Company shall inform the Client at the earliest opportunity and that the latter is free to dissolve the contract immediately.

6.4 When providing a Service to a Client, the Company may pay or receive fees, commissions or other monetary or non-monetary benefits to, or from third parties as far as permissible under Applicable Regulations. The Company will provide information on such benefits to the Client if required under Applicable Regulations.

6.5 The Company will not act as tax agent for the Client. The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.

6.6 The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the transactions under this Agreement.



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6.7 The Company may charge the Client for carrying out operations to pay in/withdraw funds. The amount of charge for paying in/ withdrawal of funds depends on factors such as the transaction sum, the type of transaction, the transaction currency, the system of payment etc.

6.8 The Trading Commission and/or the Spreads and/or any other applicable Costs for performing trading operations in Market Maker Accounts are shown on the Company's official website in the Contract Specifications section and/or on the Client Terminal and/or on the Trading Platform.

## 7. Communications and Written Notices

7.1 Unless the contrary is specifically provided in this Agreement, any notice, instruction, request or other communication to be given to the Company by the Client under the Agreement shall be in writing and shall be sent to the Company's address below (or to any other address which the Company may from time to time specify to the Client for this purpose) by email, facsimile, post if posted in British Virgin Islands, or airmail if posted outside British Virgin Islands, or commercial courier service and shall be deemed delivered only when actually received by the Company at:

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Email: [support@fxness.net](mailto:support@fxness.net)

7.2 In order to communicate with the Client, the Company may use any of the following methods, as determined in its sole discretion::

- A. Trading Platform internal mail and/or Client Terminal;
- B. Email;
- C. Facsimile transmission;
- D. Telephone;
- E. Post;
- F. Commercial courier service;
- G. Air mail;
- H. The Company's Website;
- I. Personal Area;





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#### J. Video calls

7.3 Any communications sent to the Client (documents, notices, confirmations, statements etc.) are deemed received:

- A. If sent by Trading Platform internal mail and/or through Client Terminal, immediately after sending it;
- B. If sent by email, within one hour after emailing it;
- C. If sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine during the business hours at its destination.
- D. If sent by telephone, once the telephone conversation has been finished;
- E. If sent by post, seven (7) calendar days after posting it;
- F. If sent via commercial courier service, at the date of signing of the document on receipt of such notice;
- G. If sent by air mail, five (5) Business Days after the date of their dispatch;
- H. If posted on the Company Webpage, within one hour after it has been posted;
- I. If posted on the Personal Area, immediately once posted.

7.4 In order to communicate with the Client, the Company will use the contact details provided by the Client whilst opening the Client Account or as updated later on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.

7.5 Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.

7.6 Telephone conversations and video verification calls between the Client and the Company may be recorded and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders/instructions/requests or conversations or calls so recorded.

7.7 The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client using any of the methods mentioned in paragraph 7.2 of PART A of this document.

## **8. Confidentiality, Personal Data, Records**

8.1 The Company may collect client information directly from the Client (in his completed Account Opening Application Form or otherwise) or from other persons including but not limited to credit



reference agencies, fraud prevention agencies, third authentication service providers, other financial institutions and any other providers of registers.

8.2 Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose, other than in connection with the provision, administration and improvement of the Services, for research and statistical purposes and for marketing purposes and as provided for under paragraph 8.3. under PART A of this document. Certain data (including personal data) might be used by the Company to diagnose or fix technology problems, security issues and vulnerabilities and disclosed to a third party. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

8.3 The Client agrees that, the Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details, personal details) in the following circumstances as and to the extent required:

- A. Where required by law or a competent court;
- B. Where requested by a bank, payment service provider, regulatory/supervisory or other authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
- C. To relevant authorities to investigate suspicion of, or prevent fraud, money laundering or other illegal activity;
- D. To execution venues or any third party as necessary to carry out Client instructions or Orders and for purposes ancillary to the provision of the Services;
- E. To credit reference and fraud prevention agencies, third authentication service providers and other financial institutions/brokers for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so, these agencies/parties may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;
- F. To the Company's professional advisors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- G. Only to the extent required, to other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;



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- H. Only to the extent required, to other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;
- I. To market research call centers that provide telephone or email surveys with the purpose to improve the services of the Company;
- J. In relation to the Company's vulnerabilities disclosure program;
- K. Where necessary in order for the Company to defend or exercise its legal rights;
- L. At the Client's request or with the Client's consent;
- M. To an Affiliate of the Company;
- N. To successors or assignees or transferees or buyers, with five (5) Business Days prior Written Notice to the Client, for the purposes of paragraph 19.2 under PART A of this document).

## 9. Amendments

9.1 The Company may upgrade the Personal Area and/or the Client Account and/or the Trading Platform or enhance the services offered to the Client if it reasonably considers this is to the Client's advantage and there is no increased cost to the Client as a result of the change.

9.2 Unless provided differently elsewhere in the present document, the Company has the right to amend the terms of the Client Agreement at any time giving to the Client at least five (5) Business Days Written Notice prior to such changes. Any such amendments will become effective on the date specified in the notice. The Client acknowledges that a variation which is made to reflect a change of law or regulation may, if necessary, take effect immediately and without notice.

9.3 Unless provided differently, the Company may change any document which is part of the Agreement, except the present document, without prior notice to the Client.

## 10. Termination

10.1 Each Party may terminate this Agreement by giving at least five (5) Business Days Written Notice to the other Party.

10.2 The Company may terminate this Agreement with immediate effect and without prior notice for any good reason such as in an Event of Default of the Client as defined in paragraph 11.1. of PART A of this document.

10.3 Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Position or any legal rights or obligations which may already have arisen under the Agreement or any Transactions and deposit/withdrawal operations made thereunder.



10.4 Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (without limitation):

- A. All outstanding Costs and any other amounts payable to the Company;
- B. Any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm;
- C. Any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
- D. Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- E. Any damages which arose during the arrangement or settlement of pending obligations.

10.5 Once notice of termination of this Agreement is sent or upon termination the following shall apply:

- A. The Client will have an obligation to close all his Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions at current Quotes;
- B. The Company will be entitled to cease to grant the Client access to the Trading Platform or may limit the functionalities the Client is allowed to use on the Trading Platform;
- C. The Company will be entitled to refuse to open new positions for the Client;
- D. The Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

10.6 Upon Termination any or all the following may apply:

- A. The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances with obligations of the Client towards the Company;
- B. The Company has the right to close the Client Account(s);
- C. The Company has the right to convert any currency;
- D. The Company has the right to close out the Client's Open Positions at current Quotes;
- E. In absence of illegal activity or suspected illegal activity, fraud or abuse of the Client or instructions from the relevant authorities, if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities of the Client towards the Company) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was



arrived at and, where appropriate, instruct any nominee or/and any custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.

## 11. Default

11.1 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 other amount due under the Agreement;
- B. The failure of the Client to perform any obligation due to the Company including but not limited to the obligation of the Client to submit any identification documentation and/or any other information required by the Company and/or satisfy any other request for KYC verification including but not limited to video call verification and as determined in the Company's sole discretion;
- C. If an application is made in respect of the Client pursuant to the British Virgin Islands' bankruptcy laws 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. The Client is unable to pay the Client's debts when they fall due;
- E. The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;
- F. Where any representation or warranty made by the Client in paragraph 14 of PART A of this document is, or becomes untrue;
- G. Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 11.2 of PART A of this document ;
- H. An action set out in paragraph 11.2 of PART A of this document is required by a competent regulatory authority or body or court;
- I. The Client involves the Company in any type of fraud or illegality or may be at risk of involving the Company in any type of fraud or illegality, such risk determined in good faith by the Company;
- J. In cases of material violation by the Client of the requirements established by legislation of British Virgin Islands 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 and/or terrorist financing and/or in any other criminal activities or for any other cases where the Client may involve



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the Company in any type of fraud or illegality and/or in any activity considered suspicious by the Company.

- L. If the Company suspects that Client is engaged in fraudulent and/ or illegal and/or abnormal activities or doubtful operations as further defined in the General Business Terms, and/or any other activities considered suspicious at the Company's discretion..
- M. If the Company has reason to suspect that the Client is involved in any kind of credit/debit card fraud including the situation where for any reason a claim, dispute, and/or chargeback is received by any payment service provider and/or method.
- N. If the Client infringes and/or violates any internal policies and procedures of the Company in relation to any Events of Default.
- O. If the Company suspects that the Client has carried out trading:
  - (a) which can be characterized as excessive and/or without legitimate intent and/or in bad faith, in order to profit while taking on minimal or no risk;
  - (b) while relying on price latency and/or arbitrage opportunities/or incorrect or inefficient pricing;
  - (c) which can be considered in the Company's sole discretion as market abuse and/or market manipulation and/or fraudulent activity and/or inside information and/or prohibited trading techniques;
  - (d) during abnormal market/trading conditions.
- P. For any other circumstance where Company reasonably believes that it is necessary or desirable to take any action in accordance with clause 11.2 to protect the Company's or all or any of its' clients.

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

- A. Temporarily block the Client Account and/or accounts of another Client which the Company considers to be involved in suspicious activity, until the Company can determine if an Event of Default has occurred. In case of investigation of Events of Default, the Company may request the Client to provide various documents and the Client is under an obligation to provide such;
- B. The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set-off those Balances with obligations of the Client towards the Company;
- C. The Company has the right to close the Client Account(s);
- D. The Company has the right to convert any currency;



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- E. The Company has the right to close out the Client's Open Positions at current Quotes;
- F. Terminate this Agreement without notice to the Client.
- G. Limit and/or restrict and/or ban any deposit payment methods available for the Client from time to time.

## 12. Force Majeure

12.1 A Force Majeure Event includes without limitation each of the following:

- A. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis that, in the Company's opinion, prevents it from maintaining an orderly market in one or more of the Financial Instruments in respect of which it deals on the Trading Platform;
- B. Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the Company to offer its Services;
- C. Labour disputes and lock-out which affect the operations of the Company;
- D. Suspension of trading on an Underlying Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
- E. A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
- F. Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the company) and DDoS-attacks;
- G. Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;
- H. The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event.
- I. The occurrence of an excessive movement in the level of any transaction and/or Underlying Asset or Underlying Market or the Company's anticipation (acting reasonably) of the occurrence of such a movement;



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J. The failure of any relevant supplier, financial institution intermediate broker, liquidity provider, agent or principal of the Company, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.

12.2 If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any, or a combination or all of the following steps:

- A. Increase Margin requirements without notice;
- B. Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;
- C. Refuse to accept Orders from Clients;
  - Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;
- D. Increase Spreads and/or Trading Commissions;
- E. Decrease Leverage;
- F. Shut down the Trading Platform(s) in case of malfunction for maintenance or to avoid damage;
- G. Inactivate the Client Account;
- H. Cancel any pending positions;
- I. Reject any deposit requests;
- J. Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients;

12.3 Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

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

13.1 In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given. Subject to the right of the Company to void or close any Transaction in the specific circumstances set out in the Agreement, any Transaction





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following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.

13.2 The Company will not be held liable for, any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly, arising from but not limited to:

- A. Any error or failure in the operation of the Trading Platform;
- B. Errors in the settings of Client Terminal, out-of-sequence Client Terminal update, any delay caused by the Client Terminal, the Client not following the instructions on the Client Terminal;
- C. Any hardware, software, connection bugs from the Client's side;
- D. All Orders placed under the Client's Access Data;
- E. Any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event;
- F. The acts, omissions or negligence of any third party;
- G. The solvency, acts or omissions of any third party referred to in paragraph 1.6 of PART B of this document;
- H. If a situation referred to in paragraph 1.7 of PART B of this document arises;
- I. Any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data;
- J. Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;
- K. Any actions or representations of the Introducer;
- L. Currency risk materialising;
- M. Occurrence of Slippage;
- N. Any of the risks and warnings of the document "Risks Disclosure and Warnings Notice", found on the Company's website, materialises;
- O. Any changes in the rates of tax;
- P. The Client using Trailing Stop and/or Expert Advisor.
- Q. The Client's reliance on Stop Loss Orders;



R. The actions, Orders, instructions, Transactions entered into by the Client under this Agreement.

13.3 If the Company incurs any claims, damage, liability, costs or expenses, which may arise as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to any Order it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such.

13.4 The Company shall in no circumstances be liable to the Client for any consequential, special or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement.

## 14. Representations and Warranties

14.1 The Client represents and warrants to the Company the following:

- A. The information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic and shall inform the Company of any changes;
- B. The Client has read and fully understood and undertakes to comply with the terms of this document (Client Agreement) and the various documents found on the Company's website, namely "General Business Terms", "Partnership Agreement", "Risk Disclosure and Warnings Notice", "Complaints Procedure for Clients", "Bonus Terms and Conditions" and if applicable the "Partnership Agreement";
- C. The Client is duly authorised to enter into the Agreement, to give Orders, instructions and Requests and to perform its obligations thereunder;
- D. The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided that all the documents required by the Company for this purpose are received;
- E. The Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed Account Opening Application Form on the Client's behalf is duly authorised to do so;
- F. All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;
- G. The Client has declared in the Account Opening Application Form, if he is a Politically Exposed Person and will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person;



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- H. The Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- I. The Client funds are free of any lien, charge, pledge or other encumbrance;
- J. The Client has chosen the particular type of Service and Financial Instrument, taking his total financial circumstances into consideration which he considers reasonable under such circumstances;
- K. There are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, arising from the Client's nationality or religion;
- L. The Client will take into account any information in the Company's advertising materials only in combination with the complete description of the advertised services or promotion published on the Company's website;
- M. The Client is over 18 years old.
- N. The Client will not use Company's bid and offer prices for any purpose other than for its own trading purposes, and the Client agrees not to redistribute our bid and offer prices to any other person whether such redistribution be for commercial or other purposes, except if otherwise previously agreed between the parties.
- O. The Client will use the services offered by the Company pursuant to this Agreement in good faith and, to this end, the Client will not use any electronic device, software, algorithm, any trading strategy or any arbitrage practices (such as but not limited to latency abuse, price manipulation or time manipulation) that aims to manipulate or take unfair advantage of the way in which Company constructs, provides or conveys its' bid or offer prices. In addition, the Client agrees that using any device, software, algorithm, strategy or practice in its dealings with the Company whereby the Client is not subject to any market risk will be evidence that the Client is taking unfair advantage of the Company.
- P.

## 15. Client Acknowledgements of Risk and Consents

- 15.1 The Client unreservedly acknowledges and accepts the following:
- A. Trading in CFDs is not suitable for all members of the public and the Client runs a great risk of incurring losses and damages as a result of trading in CFDs and accepts and declares that he is willing to undertake this risk. The damages may include loss of all his money and also any additional commissions and other expenses to keep his positions open.
  - B. CFDs carry a high degree of risk. The gearing or leverage often obtainable in CFDs means that a small deposit or down payment can lead to large losses as well as gains. It also means that a



relatively small movement can lead to a proportionately larger movement in the value of the Client's investment and this can work against him as well as for him.

- C. CFD Transactions have a contingent liability, and the Client should be aware of the implications of this in particular the Margin requirements.
- D. Trading on an electronic Trading Platform carries risks.
- E. The risks and warnings of the document "Risks Disclosure and Warnings Notice", found on the Company's website.

15.2 The Client agrees and understands that:

- A. He will not be entitled to delivery of, or be required to deliver, the Underlying Asset of the CFD, nor ownership thereof or any other interest therein.
- B. No interest shall be due on the money that the Company holds in his Client Account.
- C. When trading in CFDs the Client is trading on the outcome of the price of an Underlying Asset and that trading does not occur on a regulated Market but over-the-counter (OTC).

15.3 The Client consents to the provision of the information of the Agreement by means of a Website.

15.4 The Client confirms that, he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreement, policies and information about the nature and risks of investments by posting such information on the Website.

## 16. Applicable and Governing Law and Applicable Regulations

16.1 All disputes and controversies arising out of, or in connection with the Agreement shall be finally settled in the courts of British Virgin Islands.

16.2 This Agreement is governed by the Laws of British Virgin Islands.

16.3 Notwithstanding any other provision of this Agreement, in providing Services to the Client, the Company shall be entitled to take any action as it considers necessary in its absolute discretion, to ensure compliance with the relevant market rules and/or practices and all other applicable laws.

16.4 All transactions on behalf of the Client shall be subject to Applicable Regulations. The Company shall be entitled to take, or omit to take any measures which it considers desirable, in view of compliance with the Applicable Regulations in force at the time. Any such measures, as may be taken and the Applicable Regulations in force shall be binding on the Client.

16.5 The Client may submit complaints to the Company according to the "Complaints Procedure for Clients" found on the Website.



## 17. Severability

17.1 Should any part of this Agreement be held by any court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Underlying Market or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

## 18. Non-Exercise of Rights

18.1 The Company's failure to seek redress for violations, or to insist upon strict performance of any condition or provision of this Agreement, or its failure to exercise any or part of any right or remedy to which the Company is entitled to under this Agreement, shall not constitute an implied waiver thereof.

## 19. Assignment

19.1 The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing at least five (5) Business Days prior Written Notice to the Client. This may be done, without limitation, in the event of merger or acquisition of the Company with a third party, reorganisation of the Company, upcoming winding up of the Company, or sale or transfer of all or part of the business or the assets of the Company to a third party.

19.2 It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 19.1 above, the Company shall have the right to disclose and/or transfer all Client information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history), transfer the Client Account and the Client Money as required, subject to providing at least five (5) Business Days prior Written Notice to the Client.

19.3 The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement without the prior written consent of the Company.

## 20. Language

20.1 The Company's official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English, is for informational purposes only and does not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.



## 21. Introducer

21.1 In cases where the Client is introduced to the Company through a third person (“Introducer”), the Client acknowledges that, the Company is not responsible or accountable for the conduct and/or representations of the Introducer and the Company is not bound by any separate agreements entered into between the Client and the Introducer.

21.2 The Client acknowledges and confirms that his agreement or relationship with the Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Introducer.

## 22. Identification

22.1 In order to prevent any unauthorised access to the Client Account, verification of the Client’s identity is made for the following non-trading operations:

- A. - Change Personal Area password
- B. - Change Security Type
- C. - Restoring Personal Area password
- D. - Changing Personal area agent
- E. - Withdraw funds
- F. - Change account password
- G. - Change investor password

22.2 The means of Client identification used by the Company (such as email, sms) and the method of Client Identification is performed according to the “General Business Terms” found on the Company’s Website.

22.3 It is understood that the Company shall have the right to suspend execution of the non-trading operations, if the Client’s identification data are invalid or incorrect until the Client sends the correct identification data.

## 23. Currency Conversions

23.1 The Company is entitled, without prior notice to the Client, to effect any currency conversions which it deems necessary or desirable in order to make a deposit into the Client Account in the Currency of the Client Account (in the event that the Client deposits money in a different currency of that of the Currency of the Client Account) or comply with its obligations or exercise its rights under this Agreement or complete any specific Transaction or Order. Any such conversion shall be made by the Company at reasonable exchange rates as the Company shall select, having regards to the prevailing market rates.



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The Company shall be entitled to charge to the Client and obtain from the Client Account, or from the deposited amount, the expenses incurred with regard to currency conversions for the Client, including but not limited to commissions to banks, money transfer fees, commissions to intermediaries etc.

23.2 The Client will bear all foreign currency exchange risk arising from any Transaction or from the exercise by the Company of its rights under the Agreement or any law.

23.3 The Client acknowledges and agrees that the Client shall comply at all times with any Exchange Control Regulations and shall bear any and all risks associated with any Exchange Control Regulations including without limitation with any authorisations required for any cross-border transactions and/or from the breach of such Exchange Control Regulations and/or from any other restriction imposed by the Exchange Control Regulations. The Client hereby irrevocably releases the Company from any future or potential claims arising out of the Exchange Control Regulations.

## 24. Miscellaneous

24.1 All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided in law or in equity.

24.2 Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

24.3 In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).



## Part B: Client Money And Client Account

### 1. Client Money

1.1 The Company shall not account to the Client for profits or interest earned on Client money (other than profit gained through trading Transactions from his Client Account(s) under this Agreement) and the Client waives all right to interest.

1.2 The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

1.3 The Company may hold Client money and the money of other clients in the same account (omnibus account).

1.4 The Company may deposit Client money with a third party (i.e. intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty or a payment service provider) who may have a security interest, lien or right of set-off in relation to that money.

1.5 Client's money may be held on the Client's behalf with a third party as indicated in point 1.4 above located within or outside British Virgin Islands. The legal and regulatory regime applying to any such person outside British Virgin Islands will be different from that of British Virgin Islands and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in British Virgin Islands or by the Company directly. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this paragraph.

1.6 The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from other Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

1.7 It is understood that profit or loss from trading is credited or debited in the Client Account once the Transaction is closed.

### 2. Lien

2.1 The Company shall have a general lien on all funds held by the Company or its associates or its nominees on the Client's behalf until all Client's obligations are satisfied. Such right of a general lien may be extended and enforced to cover any legally binding claims, either present or future, related to the Client, emanating from applicable law, compliance rules/card schemes/acquiring banks/payment





processing service providers/payment services operators' requirements, as well as if it is required by the relevant authorities.

### **3. Netting and Set-Off**

3.1 If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company (in the calculation of the amount payable by the Client, the following shall be taken into consideration: any legally binding claims related to the Client emanating from law, compliance rules/card schemes/acquiring banks/payment processing service providers/payment services operators' requirements, as well as if it is required by any relevant authorities), then automatically the mutual obligations to make payment are set-off and cancel each other.

3.2 If the aggregate amount payable by one party (in the calculation of the amount payable by the Client, the following shall be taken into consideration: any legally binding claims related to the Client emanating from law, compliance rules/card schemes/acquiring banks/payment processing service providers/ payment services operators requirements, as well as if it is required by any relevant authorities) exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.

3.3 The Company has the right to combine all or any Client Accounts opened in the Client name and to consolidate the Balances in such accounts and to set-off such Balances in the event of termination of the Agreement.

### **4. Client Account**

4.1 In order to facilitate trading in CFDs, the Company will open a Client Account for the Client, which will be activated upon the Client depositing the minimum initial deposit as determined by the Company in its discretion from time to time. The minimum initial deposit may vary according to the account type of the Client Account. This information is made available on our Website.

4.2 The Company may offer different account types with different characteristics, different methods of execution and different requirements. Information on the various account types is found on the Website.

### **5. Temporary Block of the Client Account**

5.1 The Company may temporarily block the Client Account without prior notice to the Client for any good reason, including in any of the following cases:

- A. In an Event of Default of the Client according to paragraph 11.2 (a) of PART A of this document and for such time that, the Company reasonably requires to examine if an Event of Default has occurred;
- B. After the Client's request to temporarily block the Client Account under paragraph 5.5. of PART B of this Client Agreement;



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- C. The Company is informed from a reliable source that the Access Data of the Client may have been received by unauthorised third parties;
- D. The Company is informed from a reliable source of possible unlawful actions or doubtful operations of the Client, as set out in Clause 1.4. of the General Business Terms.
- E. In a Force Majeure Event and for such duration that the relevant event continues to exist.
- F. An error in the request for the transfer of funds to another account was made by the Client and this resulted in the Company depositing in an incorrect trading account.

5.2 Without prejudice to any other right of the Company, the Client Account shall be unblocked in the following cases:

- A. When the Company, in its sole discretion, determines that an Event of Default has not occurred, where the Client Account was temporarily blocked under paragraph 5.1 (a) of PART B of this Client Agreement;
- B. When the Client requests from the Company to unblock the Client Account under paragraph 5.6, where the Client Account was temporarily blocked under paragraph 5.1 (b) of PART B of this Client Agreement;
- C. When the safety of the Access Data is determined by the Company and/or when the Company issues new Access Data to the Client, where the Client Account was temporarily blocked under paragraph 5.1 (c) of this Client Agreement;
- D. When the Company determines that the Client has not engaged into any actions or doubtful operations as set out in the Clause 1.4 of the General Business Terms, where the Client Account was temporarily blocked under paragraph 5.1 (d) of this Client Agreement;
- E. When the Force Majeure event does not exist anymore, where the Client Account was temporarily blocked under paragraph 5.1 (e) of PART B of this Client Agreement.

5.3 During the period for which the Client's Account is blocked, the Company shall examine the circumstances and determine whether the Client Account ought to be either unblocked or closed.

5.4 In case the Client Account is closed, the Company reserves the right to withhold, under the general right of lien under paragraph 2 of Part B of this Client Agreement, for any period the Company considers necessary, any amount it considers appropriate in order to cover any possible legally binding claims that may occur in the future related to the Client, emanating from applicable law, compliance rules/card schemes/acquiring banks/payment processing service providers/ payment services operators' requirements, as well as if it is required by any relevant authorities.

5.5 The Client has the right to request the Company to temporarily block his Client Account by sending an email at [support@fxness.net](mailto:support@fxness.net) and/or by calling the Company, with a request to temporarily block the



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Client Account and giving in both cases the account's phone password. The Company shall block the account within twenty four (24) hours after receiving the said request.

5.6 In order for the Company to unblock the Client Account, which was blocked further to the request of the Client, the Client shall either send email to [support@fxness.net](mailto:support@fxness.net) and/or call the Company with a request to unblock the account and also point out the account phone password. The Company shall unblock the Client Account within twenty four (24) hours after receiving the request.

## **6. Inactive and Dormant Client Accounts and Client's Data Archiving**

6.1 If, for 30 (thirty) calendar days, there are no trades or non-trading operations (including agent operations) on a Client Account with a balance less than \$10 (or the equivalent sum depending on the Currency of the Client Account), then the account may be archived.

6.2 When the Client Account is archived, all trades on the account may be archived as well and cannot be restored. However, at the client's request, the company can provide a history of a requested account.

6.3 If the Client Account is inactive for one year or more, and after notifying the Client in its last known address, the Company reserves the right to close the Client Account and render it dormant.

6.4 Without derogation from the rest of the provisions of the Agreement, an account that has been archived in accordance with paragraph 6.1. of Part B of the Client Agreement, may be restored, at the client's request. Money in the archived account, shall remain owing to the Client and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.

6.5 Paragraph 6.2 is only applicable in relation to MT4 accounts . Paragraphs 6.1, 6.3 and 6.4 are applicable in relation to both MT4 and MT5 accounts.

6.6 If there are no trades and/or non-trading operations (including agent operations) and/or the Client account (s) is inactive for a period of time determined in the Company's sole discretion, the Company may impose partial or full scope restrictions/limitations on the Client's Personal Area and/or the Client Account(s) and/or may terminate this Agreement with immediate effect without prior notice. Where applicable, the Client shall be required to follow the Company's requests for documentation and/or information in order to regain full access to his/her Personal Area and/or Trading Accounts. For the avoidance of doubt, the above limitations/restrictions will not impact the Client's ability to withdraw funds.

6.7. If, pending orders placed on an inactive account both on MT4 and MT5 accounts for more than 90 (ninety) calendar days, may be automatically canceled.

## **7. Deposits and Withdrawals to/from the Client Account**

7.1 The Client may deposit and withdraw funds into the Client Account at any time during the course of this Agreement by using any of the payment methods available in the Personal Area from time to time.



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Minimum deposit requirements as well as withdrawal commissions can be found in the Personal area. The Company shall not accept third party or anonymous payments in the Client Account.

7.2 The Client shall understand and agree that if he/she uses one method of payment he/she will use the same method to withdraw funds unless this is justified in the Company's discretion. If multiple payment methods are being used, then the concept of proportionality shall apply. The Company shall set the requirements and order to be followed for withdrawals.

7.3 The Company shall have the right to request the Client at any time additional information and/or documentation to confirm the origin and/or source of funds deposited into the Client Account. The Company shall have the right to reject a deposit or a withdrawal of the Client if the Company is not duly satisfied with the information and/or documentation provided and/or collected.

7.4 The Company shall have the right to reject a deposit of the Client if the provisions of the transfer stated in the Personal Area are not followed.

7.5 The Company has the right to refuse deposit and withdrawal operations in the cases of the email, telephone number, identity, address and/or other information provided and/or collected is not fully verified by the Company or up to date, with the requirements of such verification determined in the Company's sole discretion.

7.6 If the Client makes a deposit, the Company shall credit the relevant Client Account with the relevant amount actually received by the Company as soon as practically possible after the amount is cleared in the relevant account of the Company.

7.7 If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a transaction investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client Account or paid directly to the third party performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.

7.8 Without prejudice to the rest of the provisions of this Agreement, the Company will effect withdrawals of Client funds upon the Company receiving a relevant request from the Client entered on the Client's Personal Area.

7.9 Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall process the transaction request without undue delay and, where feasible, not later than three (3) Business Days, if the following requirements are met:

- A. The withdrawal instruction includes all necessary information;
- B. The instruction is to make a transfer to the originating account from which the money was originally deposited in the Client Account or in case of disputable situation to an account belonging to the Client (following submission of the relevant evidence);



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- C. The account where the transfer is to be made belongs to the Client;
- D. At the moment of payment, the Client has available funds in his Client Account;
- E. There is no Force Majeure event which prohibits the Company from effecting the withdrawal.
- F. The Client has satisfied any requests from the Company in relation to Know your Customer (KYC), etc.;
- G. An Event of Default occurred.

7.10 It is agreed and understood that withdrawals will only be effected towards the Client. The Company does not permit withdrawals to any third party and/or to an anonymous account.

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

7.12 All payment and/or transfer charges may be borne by the Client and the Company shall debit the relevant Client Account for these charges.

7.13 In the case of a Client Account being closed, its Balance will be withdrawn proportionally to the accounts, from which deposits were made.

7.14 Unlawful actions with bank cards and/or bank accounts and/or with any other depositing method, are exceptions to the aforementioned paragraph. In the case of unlawful action(s), the Company may refund the remaining Balance as it deems fit. Should an unlawful action occur, all data may be provided to the bank and/or credit institution and/or payment service provider and or similar as well as to law enforcement agencies and/or authorities.

7.15 Where the security type was changed, the Company retains the right to conduct withdrawal(s) after a three (3) Business Days' period has passed, counting from the moment that the security type was changed.

7.16 Without prejudice to the rest of the provisions of the Client Agreement, where a bank card is used as the depositing method, the Company reserves the right to place withdrawal limits in its systems. For additional information regarding such withdrawal limits and withdrawal procedures, please refer to your Personal Area. The Company shall undertake to send funds to the Client's account in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the transfer period.

7.17 In cases where more than ninety (90) days have elapsed since the Client's trading account was funded by bank card and where during this period no withdrawal of funds has been made from the trading account, withdrawal of funds may be made only to the Client's same bank card and/or in any other method determined appropriate by the Company.

7.18 Without prejudice to the rest of the provisions of the Client Agreement, the Client may send request(s) for funds withdrawal from the Personal Area and the Company shall undertake to send funds to



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the Client's account, in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the period of transfer following execution of the withdrawal request.

7.19 The Client may request for a transfer of funds to another trading account, provided the latter trading account supports the relevant fund deposit/withdrawal method. Internal transfer shall be executed only between accounts of the same type, or between different types of accounts if the transfer amount is greater than the required minimum initial deposit.

7.20 The Company shall process the transfer of funds to another trading account in the currency of that trading account.

7.21 If during the transfer of the funds between trading accounts, the Company accidentally and/or mistakenly, effects the said transfer to an incorrect trading account, the requested amount of the said transfer shall be refunded to the Client at the expense of the Company.

7.22 If an error in the request for the transfer of funds to another account was made by the Client and this resulted in the Company depositing in an incorrect trading account, the Client may not be refunded.

7.23 Any internal transfer may be declined by the Company without any reasoning in its sole discretion.

7.24 Danibrook Investments Limited, a company under common control with the Company and registered in the Republic of Cyprus with Registration No HE417738 and address at: 28 Octovriou, 243, Christiana Sea View Court, 3rd Floor, Flat 301-302, 3035, Limassol, Cyprus, acts as the payment processor of the Company.



## Part C: The Trading Platform

### 1. Technical Issues

1.1 The Client is solely responsible for obtaining and/or maintaining compatible equipment necessary to access and use the Trading Platform, which includes at least a personal computer, internet access and telephone and/or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary, in order to ensure his connectivity to the internet.

1.2 The Client represents and warrants that, he has installed and implemented appropriate means of protection relating to the security and integrity of his computer and that he has taken appropriate actions to protect his system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Trading Platform or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Company's Trading Platform from his personal computer.

1.3 The Company will not be liable to the Client should his computer system fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable.

1.4 The Company will not be liable for any such disruptions and/or delays and/or problems in any communication experienced by the Client while using the Trading Platform.

### 2. Prohibited Actions on the Trading Platform

2.1 The Client shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Trading Platform and/or computer system(s).

2.2 The Client will use the Trading Platform only for the benefit of his Client Account and not on behalf of any other person.

2.3 It is absolutely prohibited to take any of the following actions:

- A. Use any software, which applies artificial intelligence analysis to the Company's system and/or Trading Platform.
- B. Intercept, monitor, damage or modify any communication which is not intended for him.
- C. Use any type of spider, virus, worm, Trojan-horse, time bomb and/or any other codes and/or instructions that are designed to distort, delete, damage and/or disassemble the Trading Platform and/or the communication system or any system of the Company.



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- D. Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.
- E. Do anything that will, or may violate the integrity of the Company's computer system or Trading Platform or cause such system(s) to malfunction.
- F. Take any action that could probably allow the irregular and/or unauthorised access of the Trading Platform.
- G. Use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Trading Platform or automate the process of accessing or obtaining such information.
- H. Use the Trading Platform in contravention of this Agreement.

24 Network issues/delays, internet connectivity delays, and price feed errors/ delays, and other factors can sometimes create a situation whereby the prices displayed on Trading Platform do not actually reflect accurate and up to date the market rates. Trading strategies aimed at exploiting delays in prices or errors in prices, spreads, trading, commissions, third party commissions, other trading conditions and/or at concluding trades at off-market prices, or taking advantage of these factors internet delays are not permissible on the Trading Platform. **The Company reserves the right NOT to permit any abusive exploitation of the Trading Platform and/or connected Services at the Company's absolute discretion; any Transactions that rely on price latency arbitrage opportunities may be revoked, at Company's sole discretion and without prior notice being required.** If the Company reasonably suspects based on the Client's trading strategy or other behaviour, that Client deliberately and/or systematically exploits or attempts to exploit such errors in prices and/or off-market prices, spreads, trading or third party commissions, the Company is entitled to take one or more of the following countermeasures:

- A. Restrict or block the Client's access to the Trading Platform;
- B. Terminate the Agreement immediately in accordance to Part A, section 10;
- C. Close the Client Account and/or close all accounts involved, including, without limitation all other accounts held by the same account holder and/or accounts of another Client which the Company considers to be involved in the above activity immediately by giving written notice;;
- D. Take legal action for any losses suffered by the Company.
- E. Make the necessary corrections or adjustments on the account(s) involved including, without limitation, adjusting the spreads/commissions available to the Client.
- F. Restrict the access of the involved account(s) to streaming, instantly tradable quotes including, without limitation, providing manual quotations only and submitting any Orders to Company's prior approval;





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- G. Cancel from the account(s) involved any historic trading profits that Company can document as having been gained through such abuse of liquidity at any time during the client relationship;
- H. Take away/terminate/cancel or modify any standard and/or customized trading conditions or advantages offered to the Client in accordance to Part E, section 7, or restrict trade opening/modification/closing.
- I. Take any other action deemed necessary at Company's discretion.

2.5. If the Company reasonably suspects based on the Client's trading strategy, any form of prohibited trading techniques, including but not limited to risk free profiting, Client's trading activity patterns that indicate that the Client solely aims to benefit financially without being genuinely interested in trading the markets and/or in taking market risk, internal hedging within the Client's account and/or in coordination with other parties, exploitation of our 'no negative balance' policy, fraud, manipulation, cash-back / bonus arbitrage, trading with the sole aim of generating third party commission, trading exclusively and/or the majority of the volumes during illiquid periods, use EAs in bad faith, hedging in bad faith, use of excessive leverage, 'expected' price gap abuse, trading on off-market quotes, churning, overloading the system with orders, multiple account operation which includes (i) accounts operating from the same location, (ii) using/indicating the same IP address / ID / phone number / etc, (iii) multiple accounts displaying the same deposit and withdrawal patterns, (iv) accounts showing similar or identical trading patterns or (v) accounts sharing the same device or any other forms of deceitful or fraudulent activity, will constitute all Transactions carried and/or profits or losses garnered as invalid. In these circumstances, Company reserves the right to close/suspend/block (either temporarily or permanently) all of the Client's Accounts and/or the accounts of another Client which the Company considers to be involved in the above activity and/or cancel all Transactions, and/or suspend/ close any trades or prevent their modification / opening, and/or block any internal transfers and/or disable withdrawal automations and/or change/decrease the leverage, and/or disable EAs, and/or cancel any profits, and/or take away any standard and/or customized trading conditions or advantages, and/or any action Company deems appropriate.

In view of the above, Clients will be strictly prohibited from opening any new trading Account(s) and trade with the Company. Nonetheless, in cases where a Client may successfully open an Account and trade with the Company due to any technical and/or human error, Company reserves every right to immediately close Client Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

2.6. The Company has developed, and will continue to develop, any tools necessary to detect fraudulent and/or unlawful access to and use of the Trading Platform; any dispute arising from such fraudulent and/or prohibited trading activity will be resolved by the Company at the Company's sole and absolute discretion, in the manner deemed to be the most fair to all parties involved; that decision will be final and/or binding to all participants. In addition, it is strictly forbidden to use any software in a way that has a significant negative effect on the performance of the Company's servers and prevents the Company from providing the best possible service to the clients with regards to the order execution.



2.7. If the Company reasonably suspects that the Client has used or is using any software, which has as its purpose the application of any kind of artificial intelligence analysis to the Trading Platform and/or computer system(s), the Company, at its absolute discretion, is entitled to take one or more of the following actions/countermeasures:

- A. Completely restricting and/or blocking Client's access to the Trading Platform;
- B. Blocking and/or revoking the Access Data and/or Access Codes;
- C. Terminating the agreement immediately;
- D. Closing the Client Account immediately;
- E. Disabling trade opening and/or closing and/or modification;
- F. Taking legal action for any losses suffered by the Company.
- G. Taking away/terminating/canceling or customizing any trading conditions or advantages offered to the Client.

Under these circumstances, the Company reserves the right to confiscate any profits and/or revenues earned directly or indirectly by engaging in such prohibited trading activity and/or charge the Client additional fees in these cases. Moreover, the Company shall be entitled to notify any interested third parties of the breach of this clause.

Furthermore, the Client acknowledges and agrees that the Company may liquidate any outstanding contracts or positions the Client has with the Company once Client's Account has been closed. As a result of the above, the Client will be prohibited from opening any new trading Account(s) or trading with the Company. Nonetheless, the Company reserves the right to immediately close the Client's Account upon identification, nullify any profit/loss generated, and refund the original amount of deposit, excluding any deposit and withdrawal charges, in cases where the Client may successfully open an Account and trade with the Company due to any technical and/or human error.

2.8. If the Company reasonably determines that the Client either once-off or systematically takes advantage of inefficient or delayed or wrong price feeds / commissions, or uses insider knowledge about the way prices will move, or manipulates the price gaining insight into its moves before they happen, by trading on them, the Company reserves the right among others without limitation to (a) to adjust the price(s) and/or the spread provided to the Client, (b) to delay the price confirmation and/or re-quote the price offered., (c) to restrict Client's access to the Trading Platform and/or provide only manual quotes, (d) to nullify any profit/loss generated, provided that it can document that such trading profits have been obtained as a result of a price(s) abuse at any time during the relationship with the Client., (e) to immediately terminate by way of written notice the relationship with the Client (f) to change trading conditions, (g) to restrict the opening/modification or closing of trades.



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### 3. Safety of Access Data

3.1 Client is entitled to Access Data, so as to place Orders from his Client Account and perform various operations. The Client agrees to keep secret and not to disclose any Access Data to any person.

3.2 The Client may change his Access Data on his Personal Area with the exception of username, email address, phone password.

3.3 The Client should not write down his Access Data. If the Client receives a written notification of his Access Codes, he must destroy the notification immediately.

3.4 The Client agrees to notify the Company immediately if he knows or suspects that his Access Data has or may have been disclosed to any unauthorised person. The Company will then take steps to prevent any further use of such Access Data and will issue the Client with replacement Access Data. The Client will be unable to place any Orders or perform any non-trading operations until he receives the replacement Access Data.

3.5 The Client agrees that he will cooperate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data.

3.6 The Client acknowledges that the Company bears no responsibility if unauthorized third persons obtain access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the parties and/or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

3.7 It is agreed and understood that all Orders made via the Trading Platform and non-trading operations on the Personal Area are deemed to have been made by the Client and are binding on the Client.

### 4. Intellectual Property

4.1 This Agreement does not convey an interest in, or to the Trading Platform but only a limited, non-exclusive right of use of the Trading Platform according to the terms of this Agreement.

4.2 Nothing in this Agreement constitutes a waiver of the Company's or any other third party's intellectual property rights.

4.3 The Client is permitted to store, display, analyse, modify, reformat and print the information made available to him through the Website or the Trading Platform. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's express written consent. The Client must not alter, obscure or remove any copyright, trademark or any other notices that are provided in connection with the information.



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44 The Client hereby agrees not to reproduce, duplicate, copy, modify, repair, develop or re-sell any part of the Trading Platform.



## Part D: Trading Terms

### 1. Execution

1.1 The trading procedures of the Company (including but not limited to the types of Orders and way of execution) are detailed in the document “General Business Terms” found on the Company’s Website.

1.2 It is understood that in relation to individual transactions, depending on the type of Client Account held by each Client, the Company will either be executing Orders as a counterparty in the particular transaction in which case the Company will be the execution venue or it will be transmitting the Orders for execution to a third party (known as Straight Through Processing, STP), in which case the Company will not be acting as a counterparty in the transaction and the execution venue will be a third party.

1.3 Orders are placed by the Client with the Company, with the use of Access Data on the Trading Platform, through the Client’s compatible personal computer connected to the internet. The Company will be entitled to rely and act on any Order given by using the Access Data on the Trading Platform without any further enquiry to the Client and any such Orders will be binding upon the Client.

1.4 The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client’s Open Positions. It is agreed that if the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue. It is the Client’s responsibility to monitor his positions at all times.

1.5. The Client acknowledges and agrees that the Company has the right, unilaterally and with immediate effect, to suspend or terminate (at any time, with or without cause or prior notice) all or any part of any Services, or the access to any Service, to change the nature, composition or availability of any Service, to impose trade exposure limitations or to change the limits set on the trading conducted by the Client through any trading platform on any / all Accounts.

### 2. Decline of Client’s Orders, Requests and Instructions

2.1 Without prejudice to any other provisions herein, the Company is entitled to decline or refuse to accept and/or transmit or arrange for the execution of any Order of the Client in CFDs, for any good reason including but not limited in any of the following cases as applicable to CFDs:

- A. If the Order precedes the first Quote in the Trading Platform on the market opening;
- B. Under abnormal market conditions;
- C. If the Client has recently made an unreasonable number of requests in comparison to the number of Transactions;



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- D. If the Client's Free Margin is less than the Initial Margin or the Necessary Margin or there are no available cleared funds deposited in the Client Account to pay all the charges of the particular Order;
- E. It is impossible to proceed with an Order due to its size or price, or the proposed Transaction is of such a size (too small or too large), that the Company does not wish to accept that Order, or the Company believes that it will not be able to hedge the proposed Transaction in the Underlying Market, or it is impossible for the Order to be executed due to the conditions of the relevant Underlying Market;
- F. Where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;
- G. In consequence of any request made by the regulatory and/or supervisory authorities of British Virgin Islands and/or further to a court order;
- H. Where the legality or genuineness of the Order is under doubt;
- I. There is an absence of essential detail of the Order or the Order is not clear or has more than one interpretation;
- J. The Transaction Size is less than the minimum Transaction Size for the particular CFD as indicated in the Contract Specifications;
- K. A Quote is not obtained from the Company or the Quote obtained by the Company is an Indicative Quote or the Quote is manifestly erroneous or Quote is an Error Quote (Spike);
- L. Internet connection or communications are disrupted;
- M. A Force Majeure Event has occurred;
- N. In a suspected or actual Event of Default of the Client;
- O. The Company has sent a notice of Termination of the Agreement to the Client;
- P. The Client has failed to meet a Margin Call of the Company;
- Q. The Client Account is temporarily blocked or is rendered dormant or is closed.
- R. If any prohibited actions and/or prohibited trading techniques occurred on the trading platform, as further explained in Part C Section 2 herein above.

### **3. Margin Requirements**

3.1 The Client must deposit and maintain the Initial Margin and/or Hedged Margin in the amount established by the Company at the time the position is opened.



- 3.2 It is the Client's responsibility to ensure that he understands how Margin is calculated.
- 3.3 The Company has the right to change Margin requirements with prior notice to the Client. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.
- 3.4 Lower Margin requirements for a specific Financial Instrument apply to all positions opened for this Financial Instrument.
- 3.5 The Company reserves the right to increase the size of Margin requirements, before the close of the market before weekends and holidays. Information about the time frames during which increased Margin requirements are in effect is published in the Client's Personal Area and/or on the Company's Website.
- 3.6 Increasing the amount of hedging in Market Maker accounts (and for the Underlying Assets that are subject to Hedged Margin) will result in a reduction of Margin requirements for new hedging orders.
- 3.7 Reducing the amount of hedging in Market Maker accounts (and for the Underlying Assets that are subject to Hedged Margin) is treated as opening a new position and will result in a proportional (based on the amount) change in Margin requirements on previously opened positions for the corresponding financial instrument.
- 3.8 The Margin requirements applicable to the different CFDs can be found in the Contract Specifications section on the Website at <https://www.fxness.net/contractspecifications/>. If at any time the Equity falls below a certain percentage of the Necessary Margin, specified in the Contract Specifications section on the Website, the Company has the right to close any, or all of the Client's Open Positions without the Client's consent or any prior Written Notice to him. In order to determine if the Client has breached this paragraph, any sums referred to therein which are not denominated in the Currency of the Client Account shall be treated as if they were denominated in the Currency of the Client Account by converting them into the Currency of the Client Account, at reasonable exchange rates as the Company will select, having regards to the prevailing market rates.
- 3.9 If a Margin Call notification is sent to the Client Terminal, the Client will not be able to open any new positions, except where permitted by the Company, hedging position(s) to reduce margin. If the Client fails to meet the Margin Call, his Open Positions are closed starting from the most unprofitable.
- 3.10 The Client has the responsibility to notify the Company as soon as he believes that he will be unable to meet a Margin Call payment when due.
- 3.11 Margin must be paid in monetary funds in the Currency of the Client Account.
- 3.12 The Client undertakes neither to create, nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to the Company.



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## 4. Trailing Stop, Expert Advisor and Stop Loss Orders

4.1 The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor and/or any other automated processes are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever. The Company reserves the right to accept or reject at its own discretion the use of additional functions of the Client Trading Terminal and in case these additional functions affect the reliability and/or smooth operation and/or the stability of the Company's Trading Platform to immediately terminate by way of written notice the relationship with the Client and/or take any actions deemed appropriate.

4.2 The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.

## 5. Trade Confirmations and Reporting

5.1 The Company will provide the Client with online access to his Client Account via the Trading Platform, which will provide him with sufficient information, including information on Order(s) status, Client Account status, Balance in the Client Account and trade confirmations in respect of each executed Order.

5.2 Trade confirmations will be available on the Trading Platform prior to the close of the back office on the Business Day following the day on which the order is executed.

5.3 If the Client has a reason to believe that the confirmation is inconsistent or if the Client does not receive any confirmation (though the Transaction was made), the Client shall contact the Company. Trade confirmations shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Company in writing to the contrary within two (2) Business Days following the day of receipt of the said trade confirmation.





## Part E: CFD Trading Terms

### 1. CFD Order Execution

1.1 Orders can be placed, executed and (if allowed) changed or removed within the trading hours for each CFD appearing on the Company's Website, as amended by the Company from time to time and if they are not executed they shall remain effective through the next trading session (as applicable). All open spot positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open spot position. Any open forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.

1.2 The Company shall not be obliged to arrange for the execution of the Client's Orders in respect of any CFD out of normal trading hours which appear on the Company's Website.

1.3 Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all Pending Orders if the Client Account Equity reaches zero and/or for any other justifiable reason.

1.4 Orders cannot be changed or removed if a trade confirmation is sent or they are executed or being executed or the market is closed. The Client has no right to change or remove Sell Limit and Take Profit if the price has reached the level of the Order Execution.

1.5 The Client may change the expiration date of Pending Orders.

### 2. Quotes

2.1 The Company provides Quotes by taking into account the Underlying Asset price, but this does not mean that these Quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect what the Company thinks to be the current Bid and Ask price of the relevant Underlying Asset at that time. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

2.2 It is understood that Quotes on the Client Terminal are Indicative Quotes and Slippage may occur.

2.3 In the event that the Company is unable to proceed with the execution of an Order, with regard to its price or size or for any other reason, the Company may send a re-quote to the Client with the price it is willing to deal.

2.4 The Company will delete Error Quotes (Spikes) from the Trading Server's Quotes Base.

2.5 The Company has the right not to provide Quotes and not execute Orders in case when the price of Underlying Asset becomes negative.



### 3. Leverage

31 The Company has the right to change the Client Account leverage (higher or lower) without prior notice according to the conditions described on the Website of the Company at [www.fxness.net/leverage](http://www.fxness.net/leverage).

32 An automatic change in Leverage pursuant to the rules established by the Company, as well as a change in Leverage made by the Client through his/her Personal Area will result in a recalculation of the Margin requirements for all of the Client's positions.

33 The Company has the right:

- A. To set the leverage on the Client's trading account at no more than 1:200, 3 (three) hours before market closing before weekends and holidays, if the trading account's current leverage exceeds 1:200. This change will affect the transactions to be opened within the aforementioned time period of 3 (three) hours.
- B. To limit the size of the offered leverage and/or to increase the size of Margin requirements before macroeconomic events and/or news capable of significantly affecting the prices of financial instruments.

34 The information about leverage changing is in the Personal Area. If the information on the Website contradicts information in the Personal Area, the priority is information in the Personal Area.

### 4. Financing Charges

41 Some CFDs available with the Company may have a daily financing charge. Financing Charges for different types of CFDs appear in the Contract Specifications.

### 5. Swaps and Swap Free Accounts

51 Swaps are calculated according to the Contract Specification found on the Company's Website. The Client may use the "Trader Calculator" on the Website in order to calculate the cost of Swap for a specific trade.

52 Where applicable, swap operations are carried out daily at 10:00 pm during Winter time and 09:00 pm during Summer Time according to the time of the Client Terminal, except on Saturday and Sunday. At 10:00 pm during Winter time and 09:00 pm during Summer Time on Wednesday or on Friday (depending on the Underlying Asset), the triple cost of the Swap operation is added to/charged off the Client Account. Swap amounts less than 0.01 units in the Client's respective account currency will not be credited. Swaps may change daily and might be subject to additional price adjustments (depending on the Underlying Asset).



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5.3 The Company maintains the right to change Swaps for any Underlying Asset at any time with or without prior notification to the Client. The applicable Swaps will be reflected on the Company's official website and it is the Client's responsibility to monitor and always be aware of Swap charges.

5.4 The Company may offer Swap free Client Accounts for all Underlying Assets and/or Swap free Client Accounts for specified Underlying Assets. Swap operation is not performed on Swap free Client Accounts and/or on Underlying Assets not subject to Swaps. The Company in its discretion may change the Underlying Assets available for Swap free Client Accounts.

5.5 Not all account types may be Swap free Client Accounts. Only those account types and/or Underlying Assets specified on the website from time to time may be Swap Free provided that the Client is eligible for Swap free status in accordance with paragraph 5.6 and 5.7 of Part E below. Moreover, the Company may in its sole discretion change the account types and/or the Underlying Assets eligible for Swap free status.

5.6 During the Account Opening process, Clients from Islamic Countries will be considered as eligible for a Swap free Account. This is determined according to identification information and/or the phone number of the Client on the Account Opening Application Form.

5.7 At the Company's discretion, Clients from non-Islamic Countries might be considered as eligible for a Swap free status Client Account. In such a case, Company retains the right to define from time to time the Swap free levels and Client's eligibility for these levels as these shall be stated in the Contract Specifications or the Company's Website. Swap free Client Account status and/or Swap free levels might be automatically assigned to the Client at the Company's discretion and Client shall not have the right to decline, modify or cancel any of them. The Company reserves the right to change, modify or cancel the Swap free Client Account and/or Swap free levels at its discretion at any time.

5.8 Subject to paragraph 5.3 Of Part E of the Client Agreement, If the Client has a Swap free Client Account, no Swaps or roll over charges will be applied to trading positions overnight. Any charges applicable to Swap free Client Accounts appear in the Contract Specifications or on the Company's Website.

5.9 All the provisions herein in this entire Agreement apply to Swap free Client Accounts save any mentions to Swaps.

5.10 The Client who has a Swap free Client Account may not hold his floating positions for a long time period and hence gain profits. In such an event, the Client must close the floating positions and Swaps will be applied retroactively.

5.11 The Company reserves the right to cancel, amend, terminate Swap free status of Client's Account and/or Swap free levels at its sole discretion and without prior notice without bearing any responsibility or liability in this regard.

5.12 The Company reserves the right to disable and/or enable swap free trading for Client 's Trading account at any given time, without being obliged to provide any explanation or justification, if it has enough reasons to believe that the Client's trading strategy imposes a threat to the Company's smooth operation of



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its trading facilities or where the Client is abusing the Company's systems and trading conditions without genuine interest in market exposure / speculation.

5.13. The Company reserves the right to take any of the following actions, at any time, in the event that detects any form of abuse, fraud, manipulation, cash-back arbitrage, carry trades, or other forms of deceitful or fraudulent activity in regard to any Swap-free Account of any client, (a) with immediate effect, to revoke the Swap-free status from any and all real trading Accounts of such a client and charge the relevant swaps; (b) to correct and recover any un-accrued Swaps and any related un-accrued interest expenses and/or costs pertaining to any and all of such client's Swap-free trading Accounts during the period for which such Accounts were Swap-free trading Accounts; and/or (c), with immediate effect, to close all trading Accounts of such client, nullify all trades carried out in such client's trading Accounts and cancel all profits or losses garnered in such client's trading Accounts and/or change the client's trading conditions or restrict the opening/modification/closing of trades.

## 6. Lots

6.1 The 1 (one) standard lot size is the measurement unit specified for each CFD. The Company may offer standard lots, micro-lots and mini-lots, in its discretion, as defined from time to time in the Contract Specifications or the Company's Website.

## 7. Other Terms

7.1 The Company at its sole and absolute discretion may offer and/or provide to Client customised trading conditions/advantages as these will be specified between the Company and the Client and/or as the Client might be notified from time to time by the Company and/or as these can be found in the Clients' Personal Area and/or the Website. Company reserves the absolute right to cancel / terminate / modify /change such customised trading conditions /advantages provided to the Client in case of doubtful operations by the Client and/or in case the Client's trading activity is subject to prohibited trading techniques or in case of Default as described in this Agreement and for any other reason at the discretion of the Company and under no circumstances shall the Company be held liable for any consequences or loss in such a case.

7.2. The Company reserves the right to cancel/ change/ modify any of the Contract Specifications for all or only for certain clients at any time at their discretion and/or depending upon the market situation with or without notice. The Client further acknowledges and agrees that it is his/her sole responsibility to review the Contract Specifications before and after placing any order with the Company.



## 8. Corporate Actions, Adjustment Events and Insolvency

- 8.1. A Corporate Action or Adjustment Event may occur in relation to the underlying asset of a CFD.
- 8.2. If a Corporate Action or Adjustment Event occurs, the Company may take appropriate action (in its reasonable opinion) to:
  - 8.2.1. replicate this in the Order or Transaction;
  - 8.2.2. reflect any action taken by counterparties to trades in respect of such underlying assets of the CFD that the Provider has entered into in order to hedge or offset the Provider's exposure to the Client; or
  - 8.2.3. preserve the economic equivalent of the Order or CFD Transaction immediately prior to the Corporate Action or Adjustment Event, which may have consequences on the Transaction.
- 8.3. The Company will give the Client notice of any applicable action that it decides to take as soon as reasonably practicable, which for the avoidance of doubt may be after the relevant Corporate Action or Adjustment Event or after the relevant action which the Company may take in its discretion under this clause 8.
- 8.4. If the price of the Underlying Asset that a CFD is based upon is suspended, the Company may, in its sole discretion, close any Open Positions in that CFD at a price that is reasonable. Such price may be different for a buy and sell Transaction and may be at a price of zero (0).
- 8.5. The Company will notify the Client of the date and price at which such Open Position will be closed.



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- 8.6. The Company reserves the right to request additional Margin and/or any reasonably foreseeable associated costs incurred by the Company (or any of its affiliates) in connection with any suspension of a CFD or the relevant Underlying Asset.
- 8.7. If an issuer, whose securities form the basis of a CFD, becomes insolvent or similar, the Company may close all Transactions on that CFD, generally at a price of zero (0).
- 8.8. If the Client has an Open Position on any such CFD, the Company shall provide the Client with notice of this.
- 8.9. Certain CFDs have an expiry date. On the expiry date, an open position on the expiring CFD will be closed automatically at the then prevailing or last available market price. Any affected Pending Order(s) will be canceled. Nothing precludes the Client from closing the relevant position and canceling the affected Pending Orders prior to the expiry date. The expiry date for the relevant CFD shall be published on the Trading Platform and/or on the API and/or on the Website.
- 8.10. The Company may require the Client to close any Positions which it has with the Company and which may have been affected by Corporate Actions, Adjustment Events or product termination due to low/no liquidity, no price provider or other relevant persons, or the Company may in its sole discretion close any of such Positions at the last available prices.



## PART F: Social Trading

### 1. Introduction

PART F is applicable only to those Clients who use the Social Trading service.

### 2. Investor

- 21 The Investor, by following a Strategy of a Strategy Provider, hereby agrees to the following:
  - A. To authorize and instruct the Strategy Provider to act on his/her behalf in accordance with the specific Strategy in connection to the Investment Account;
  - B. To authorize and instruct the Company to take any necessary action to follow the Strategy of the Strategy Provider selected by the Investor;
  - C. Any Strategy selected to be followed by the Investor should be followed in the proportion of the funds of the Investor in the Investment Account;
  - D. To authorize and instruct the Company to transfer the Strategy Provider's commission from the Investment Account to the account allocated by the Strategy Provider for this purpose at the end of each Social Trading Period.
- 22 Details and/or information in relation to the Investor's trading activities while using the Social Trading service shall be available on the Social Trading website and/or Social Trading mobile application.
- 23 The Investor may start copying a Strategy, deposit and transfer funds and/or withdraw any available funds to and from his/her Investment Account in accordance with the procedures and restrictions available from time to time on the Social Trading mobile applications and/or Website and/or any other website maintained by the Company for Social Trading and subject to the Agreement.
- 24 The Investor can transfer the funds allocated for following a specific Strategy from his/her Investment Account after he/she stops following a Strategy.
- 25 The Investor may stop following Strategy at any time during the time the market is open and the relevant Open Position(s) shall be closed at market price.
- 26 The Company reserves the right at its absolute discretion to close any or all Open Position(s) of a Strategy Provider at any time and the Investor's Account shall be adjusted accordingly.
- 27 The Social Trading system may close any or all Open Position(s) of an Investor at any time.
- 28 The Investor may deposit via the payment systems/methods available by the Company for the Social Trading service from time to time.



2.9 The Investor acknowledges and accepts that by following a Strategy of a specific Strategy Provider he/she accepts the commission and Leverage set by the respective Strategy Provider.

2.10 The Investor acknowledges and understands that he/she should always maintain the required Balance reflected in his/her Investment Account in order to follow the specific Strategy selected.

2.11 The Investor acknowledges and agrees that once he/she selects to start following and copying a specific Strategy, all the existing Open Positions under that particular Strategy will automatically be followed and copied by the Investor together with any further new trading orders performed by the Strategy Provider under the specific Strategy.

2.12 The Investor acknowledges and accepts that variations in the pricing may occur from the moment that the Investor selects to copy a specific Strategy to the actual moment that the Investor starts copying such a Strategy.

2.13 In addition to clause 11.1 of Part A of the current Agreement, each of the following constitutes an “Event of Default” for the Investor:

The Investor has carried out trading through Social Trading:

- A. Which can be characterized as excessive, without legitimate intent, to profit from market movements;
- B. While relying on price latency or arbitrage opportunities;
- C. Which can be considered as market abuse;
- D. During abnormal market/trading conditions.

2.14 If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions in addition to Clause 11.2 of Part A:

- A. Adjust the Investor’s trading account balance to remove illicit profit;
- B. Freeze and/or terminate and/or block the Strategy Provider’s Strategy and/or deny access to Social Trading.

2.15 The Investor irrevocably and unconditionally acknowledges and agrees that any description provided by the Strategy Provider in relation to the Investment Account, including the news feed and/or any other means, has not been approved by the Company. The Investor acknowledges, agrees, and undertakes to perform his own due diligence on the Strategy Provider and the relevant Investment Account before investing with the relevant Investment Account.

2.16 The Investor acknowledges and agrees that the Company shall not be liable for any losses incurred in the Investment Account.

### 3. Strategy Provider

3.1 In order to create and maintain a Strategy the Strategy Provider should:

- A. Choose a name for the Strategy;





- B. Describe the Strategy;
- C. Set the commission;
- D. Choose the Leverage of the Strategy from the options provided by the Company from time to time;
- E. Set a password for the operation of the Strategy Provider's account;
- F. Deposit and maintain in the Strategy Provider's Account the minimum amount set by the Company from time to time;
- G. Provide any other information required by the Company from time to time.
- H. Meet any requirement required by the Company from time to time as these can be found in the Strategy Provider's Personal Area and/or the Website and/or any other document and/or policy or guidelines that might be provided by the Company or published to the Company's Website from time to time.

3.2 The Company reserves the right to reject and/or block the visibility of a proposed and/or existing Strategy for any reason including without limitation the below:

- A. The provided description of the Strategy is not in accordance with the provisions of the Agreement and/or any other regulation of the Company and/or it contains illegal and/or unethical references, and/or it contains personal or other information not related to the Strategy, and/or does not make sense and/or lacks consistency and/or provides misleading information, and/or infringe third party rights, including trademark and other intellectual property rights;
- B. The selected name for a Strategy is misleading and/or insulting and/or contains racist or religious references and/or refers to illegal actions, and/or does not respect certain morality or ethical standards;
- C. The selected picture connected to a Strategy presents a minor (child) and/or is inappropriate and/or is misleading and/or insulting of a race and/or any religion and/or refers to illegal actions, and/or does not respect certain morality standards and/or is unethical;
- D. The Strategy Provider's account does not have sufficient funds as per the minimum requirements of the specific Social Trading account type;
- E. The Strategy Provider's account has not been fully verified in accordance with paragraph 3.2 of Part A;
- F. The Strategy Provider's Strategy has been inactive and/or has no trading activity upon it for more than seven (7) calendar days
- G. The Strategy Provider introduce or present himself as an employee or representative of the Company and/or claim, directly or indirectly, that the Company and/or its Affiliates endorse, maintain any control and/or guarantee the accuracy and/or completeness of any Strategy Provider's statement or their activities;
- H. The Strategy Provider content contains sexually explicit and/or any grossly offensive content, including expressions of bigotry, racism, hatred or profanity or that is hateful, threatening, or pornographic; incite violence or that contain nudity or graphic or gratuitous violence;
- I. The Strategy Provider post or send unauthorized commercial communications (such as spam);
- J. The Strategy Provider collects and/or uses/copies users' content or information, or otherwise accessing Website and/or the Social Trading system, using automated means (such as harvesting bots, robots, spiders, or scrapers);



- K. The Strategy Provider engages in unlawful multi-level marketing, such as a pyramid scheme on our Websites and/or using our Services; ;
- L. The Strategy Provider's materials created contains viruses or other malicious code;
- M. The Strategy Provider solicits personal information and/or login information or access an account belonging to someone else;
- N. The Strategy Provider disables, overburdens, or impairs the proper working of Company, such as a denial of service attack and/or facilitates or encourages any violations of these rules;
- O. The Strategy Provider makes misleading and/or absolute and/or untrue statements about the performance of the Strategy and/or guarantee the performance of the Strategy;
- P. The Strategy Provider materials contain information which is not related to the Strategy, does not make sense and/or lacks consistency or which is not balanced enough - overwhelmed on the positive side.
- Q. The Strategy Provider's materials contain false statements about its knowledge and experience and/or its trading strategy and/or its authorization and/or mislead in any way the Investors and/or any other users;
- R. The Strategy Provider's materials contain statements which are abusive or defamatory or harassing, and/or insulting statements to the Company, its affiliates, employees, shareholders, and/or any of its Associates and/or other users or otherwise;
- S. The Strategy Provider's materials contain statements which advertise or promote any other entities and/or any services unrelated to the product;
- T. The Strategy Provider uses the Company's websites and/or any Company's Services to do anything unlawful, misleading, malicious, or discriminatory;
- U. The Strategy Provider makes references to and/or uses visuals/logos of third parties including but not limited to regulatory bodies, authorities, and others without possessing the relevant permissions;
- V. The Strategy Provider creates strategy names and/or strategy descriptions which do not make sense or have actual/useful meaning;
- W. The Strategy Provider makes any references to bank account details;
- X. The Strategy Provider makes unsubstantiated restrictions/giving instructions to investors on how, when, and how much to invest and/or withdraw, or similar.
- Y. The Strategy Provider includes any links in the Social Trading system, such as social media links to profiles which he does not personally manage.
- Z. The Strategy Provider states and/or implies and/or deceives and/or impersonates that the Strategy is managed and/or represented by an individual and/or a legal entity other than the individual and/or the legal entity registered and approved by the Company.
- AA. The Strategy Provider does not abide by or is in breach of any applicable Content Guidelines..
- BB. For any other reason considered as relevant and appropriate by the Company in its sole discretion.
- CC. The Strategy Provider creates strategies with names, descriptions, content or images that are identical or substantially similar to those of existing strategies that could mislead the Investors.

3.3 The Company reserves the right at its absolute discretion to close any or all Open Position(s) of a Strategy Provider at any time.



3.4 The Strategy Provider understands and accepts that he/she shall not be able to withdraw any of his/her own funds in and from his/her Strategy Provider's account while his/her specific Strategy has any Open Positions.

3.5 In addition to clause 11 of Part A of the current Agreement each of the following constitutes an "Event of Default" for the Strategy Provider:

- A. If the Strategy Provider's Strategy is carrying excessive risk for a long period of time;
- B. If the Strategy Provider's description of the Strategy does not match the actual trading conditions;
- C. The Strategy Provider has carried out trading:
  1. Which can be characterized as excessive and/or without legitimate intent, to profit from market movements;
  2. While relying on price latency and/or arbitrage opportunities;
  3. Which can be considered in the Company's sole discretion as market abuse;
  4. During abnormal market/trading conditions.
- D. If the Strategy Provider is in breach of clause 3.2. Part F of this Client Agreement.

3.6 If an Event of Default occurs the Company may, at its absolute discretion, at any time with or without Written Notice, take any of the following actions in addition to clause 11.2 Part A:

- A. Freeze and/or terminate and/or block the Strategy Provider's Strategy and/or deny access to Social Trading;
- B. Request to make amendments on the description of the Strategy.

3.7 The Strategy Provider's commission is calculated and paid to the Strategy Provider at the end of the Social Trading Period connected with each Strategy.

3.8 The Strategy Provider's commission may be determined by the Strategy Provider for each Strategy but may not exceed 50% of the Investor's Profit. The Strategy Provider's commission shall not be changed after the specific Strategy is created.

3.9 The Strategy Provider shall receive the Strategy Provider's commission for the positive returns of Investors in USD currency, which is calculated as indicated on the Company's Website and/or on the Social Trading mobile application.

3.10 In the event that an Investor stops following a specific Strategy of a Strategy Provider before the end of the Social Trading Period, the Strategy Provider's commission is calculated at the time of Strategy closing at the current market price.

## 4. Social Trading Acknowledgement of Risk and Consents

4.1 The Company does not provide any guarantee as to the performance of any Strategy.



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- 4.2 Any description and/or information in relation to a Strategy is not considered as confidential and/or personal information.
- 4.3 The Company reserves the right at any time with or without notice to close and/or pause and/or suspend and/or stop copying any Strategy Provider's account(s), and/or Strategy and/or Order either of the Investor or Strategy Provider.
- 4.4 Performance statistics represented in relation to Strategy Providers and/or Strategies are historical and the Company does not guarantee any profit for the Investor; past performance is not a reliable indicator of future results and the Investor is recommended to decide on the selection of a Strategy by reviewing the actual history and/or performance of the Strategy.
- 4.5 The Strategy Provider acknowledges that the Company may use and/or pass and/or process information in relation to the Strategy Provider's Strategy in the Company's group of companies and/or external companies and/or consultants.
- 4.6 The Strategy Provider and the Investor acknowledge and agree that are subject to limitations depending on their region.
- 4.7 The Investor acknowledges and agrees that the money invested belongs to the Investor and that it is prohibited to invest money from any other third party.



## PART G: Portfolio Management

### 1. Introduction

1.1. PART G is applicable only to those Clients who are eligible and use the Portfolio Management platform provided by the Company as described below.

1.2. Company shall allow participation and use of Portfolio Management platform subject to the fulfillment of Client's obligations under this Agreement and of any other requirement of becoming Portfolio Manager or PM Investor or an Associate as applicable from time to time by the Company.

### 2. Portfolio Manager and PM Strategy Provider

2.1. A Client shall be eligible to become a Portfolio Manager or PM Strategy Provider and use the Portfolio Management platform provided by the Company provided that he/she meets any applicable requirements required from time to time by the Company.

2.2. Subject to clauses 1.2 and 2.1 above herein, Client becomes a Portfolio Manager when creating his/her first Fund and Client becomes a PM Strategy Provider when creating his/her first PM Strategy. In order to create, manage and maintain a Fund and/or a PM Strategy the Portfolio Manager or PM Strategy Provider should:

- A. Choose a name for the Fund and/or a PM Strategy;
- B. Describe the Fund and/or a PM Strategy;
- C. Choose a Portfolio Management Products from the options provided by the Company from time to time;
- D. Set the minimum PM Investment to the Fund and/or a PM Strategy;
- E. Choose the leverage for the Fund and/or a PM Strategy from the options provided by the Company from time to time;
- F. Set the Performance Fee type and size from the options provided by the Company from time to time;
- G. Provide any other information required by the Company from time to time.
- H. Meet any requirement required by the Company from time to time such as without limitation in relation to minimum and/or maximum size of PM Investments, the Portfolio Management Products and Portfolio Manager's trading reliability level as these requirements shall be notified from time to time by the Company and/or as these can be found in the Portfolio Manager's Personal Area and/or



the Website and/or any other document and/or policy that might be provided by the Company from time to time.

23. To invite a PM Investor to invest in a Fund and/or a PM Strategy, the Portfolio Manager or PM Strategy Provider should share a Fund and/or a PM Strategy link to or code for the Fund and/or a PM Strategy. Funds and/or a PM Strategies are not made publicly available, and only individuals and/or legal entities who have received a link to or code for the Fund will be able to invest. After the Client decides to invest in a Fund and/or a PM Strategy he/she should sign any required documentation by the Company and send a request to invest in the Fund and/or a PM Strategy. The Portfolio Manager or the PM Strategy Provider is allowed to accept or reject requests to invest in a Fund and/or a PM Strategy. After the request is accepted by the Portfolio Manager or the PM Strategy Provider, the Client has the opportunity to make PM Investment/s in this Fund and/or in his PM Strategy.
24. Portfolio Manager is only able to place Orders connected to a Fund and is prohibited to make withdrawals or transfers.
25. The Portfolio Manager or PM Strategy Provider acknowledges and agrees that materials created, published and disseminated by him/her in relation to the Portfolio Management, within and outside the Portfolio Management platforms, including but not limited to Fund's and/or a PM Strategy's information (e.g. biography, photo, Fund and/or a PM Strategy name, Fund and/or a PM Strategy description, social media page of the connected Fund and/or a PM Strategy) shall not:
  - A. contain materials which are not in accordance with the provisions of the Agreement and/or any other regulation of the Company and/or contain illegal and/or unethical references, and/or it contains personal or other information not related to the Fund and/or a PM Strategy, and/or does not make sense and/or lacks consistency and/or provides misleading or unclear or unfair information, and/or infringe third party rights, including trademark and other intellectual property rights;
  - B. mislead and/or insult and/or contain racist or religious references and/or refer to illegal actions, and/or do not respect certain morality or ethical standards;
  - C. claim Portfolio Manager's or PM Strategy Provider's eligibility to provide the services which may require a license, registration and/or notification in their state of residency and/or in the residency states of PM Investor/s;
  - D. introduce or present Portfolio Manager or PM Strategy Provider's as an employee or representative of the Company and/or claim, directly or indirectly, that the Company and/or its Affiliates endorse, maintain any control and/or guarantee the accuracy and/or completeness of any Portfolio Manager's statement or their activities;
  - E. contain sexually explicit and/or any grossly offensive content, including expressions of bigotry, racism, hatred or profanity or that is hateful, threatening, or pornographic; incite violence or that contain nudity or graphic or gratuitous violence;
  - F. contain a picture that presents a minor (child) and/or contain any content which is inappropriate and/or misleading and/or insulting of a race and/or any religion and/or refers to illegal actions, and/or does not respect certain morality standards and/or is unethical;



- G. contain, post or send unauthorized commercial communications (such as spam);
- H. collect and/or use/copy users' content or information, or otherwise accessing Website and/or the Portfolio Management platform, using automated means (such as harvesting bots, robots, spiders, or scrapers);
- I. engage in unlawful multi-level marketing, such as a pyramid scheme on our Website and/or using our Services;
- J. contain viruses or other malicious code;
- K. solicit personal information and/or login information or access an account belonging to someone else;
- L. disable, overburden, or impair the proper working of Company, such as a denial of service attack and/or facilitate or encourage any violations of these rules;
- M. make misleading and/or absolute and/or untrue statements about the performance of the Fund and/or PM Strategy and/or guarantee the performance of the Fund and/or PM Strategy;
- N. contain information which is not related to the Fund and/or PM Strategy, does not make sense and/or lacks consistency or which is not balanced enough - overwhelmed on the positive side.
- O. contain false statements about its knowledge and experience and/or its trading strategy and/or its authorization and/or mislead in any way the PM Investors and/or any other users;
- P. contain statements which are abusive or defamatory or harassing, and/or insulting statements to the Company, its affiliates, employees, shareholders, and/or any of its Associates and/or other users or otherwise;
- Q. contain statements which advertise or promote any other entities and/or any services unrelated to the product;
- R. use the Company's websites and/or any Company's Services to do anything unlawful, misleading, malicious, or discriminatory;
- S. make references to and/or use visuals/logos of third parties including but not limited to regulatory bodies, authorities, and others without possessing the relevant permissions;
- T. create fund and PM Strategy names and/or fund and PM Strategy descriptions which do not make sense or have actual/useful meaning and/or is misleading and/or insulting and/or contains racist or religious references and/or refers to illegal actions, and/or does not respect certain morality or ethical standards;;
- U. make any references to bank account details;
- V. make unsubstantiated restrictions/giving instructions to investors on how, when, and how much to invest and/or withdraw, or similar.
- W. include any links in the Portfolio Management platform, such as social media links to profiles which he does not personally manage.
- X. shall not state and/or imply and/or deceive and/or impersonate that the Fund and/or PM Strategy is managed and/or represented by an individual and/or a legal entity other than the individual and/or the legal entity registered and approved by the Company.
- Y. breach any applicable guidelines and/or policies and/or code of ethics as published by the Company from time to time on the Company's Website.
- Z. Contain a description of the Fund and/or PM Strategy which is not in accordance with the provisions of the Agreement and/or any other regulation of the Company and/or it contains illegal and/or unethical references and/or does not make sense and/or lacks consistency and/or provides misleading information;



26. The Company reserves the right at its absolute discretion, but in any case is under no obligations, to close any or all Open Position(s) within a Fund and/or PM Strategy at any time. This right is reserved only for the benefit of the Company in order to prevent or stop activities that may bring any type of loss or damage in the Company.
  
27. In addition to clause 11 of Part A of the current Agreement each of the following constitutes an “Event of Default” for the Portfolio Manager or PM Strategy Provider:
  - A. if the Portfolio Manager’s or PM Strategy Provider’s Fund and/or PM Strategy is carrying excessive risk for a long period of time;
  - B. the provided Portfolio Manager’s or PM Strategy Provider’s biography, photo, Fund and/or PM Strategy name, Fund and/or PM Strategy description, and/or any other information provided as part of the Fund and/or PM Strategy requirements, is not in accordance with the provisions of the Agreement and/or any other regulation of the Company and/or it contains illegal and/or unethical references and/or does not make sense and/or lacks consistency and/or provides misleading information;
  - C. the Portfolio Manager or PM Strategy Provider has not been fully verified in accordance with paragraph 3.1 and 3.2 of Part A of this Agreement and/or does not meet any requirements as provided by the Company from time to time;
  - D. the Portfolio Manager or PM Strategy Provider has been inactive and/or has no trading activity connected to the Fund for more than seven (7) calendar days;
  - E. the Portfolio Manager or PM Strategy Provider has been terminated in accordance with paragraph 10 of Part A of this Agreement;
  - F. if the Portfolio Manager’s or PM Strategy Provider’s description of the Fund and/or PM Strategy does not match the actual trading activity in the same Fund and/or PM Strategy;
  - G. if a substantial portion of the trades in a Portfolio Manager’s Fund and/or PM Strategy are identical or similar to the trades of another Fund and/or PM Strategy, to the extent that it appears they are mimicking or replicating those trades;
  - H. the Portfolio Manager or PM Strategy Provider has carried out trading:
    - (a) which can be characterized as excessive and/or without legitimate intent, in order to profit from market movements;
    - (b) while relying on price latency and/or arbitrage opportunities;
    - (c) which can be considered in the Company’s sole discretion as market abuse and/or market manipulation and/or fraudulent activity;
    - (d) During abnormal market/trading conditions.
  - I. the Portfolio Manager or PM Strategy Provider is not a holder of a license, registration and/or notification and/or of any other authorisation required in his/her state of residency and/or in the residency states of PM Investors;
  - J. the Portfolio Manager or PM Strategy Provider fails to perform or breaches any obligation due to the Company and/or where any representation or warranty made by the Portfolio Manager is or becomes untrue;





- K. if the Portfolio Manager's or PM Strategy Provider's account does not have sufficient funds as per the minimum requirements of the specific Portfolio Management account type;
  - L. If the Portfolio Manager or PM Strategy Provider does not abide by or is in breach of any applicable Content Guidelines.
  - M. for any other reason or circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in clause 2.8 below herein.
  - N. If the Portfolio Manager or the PM Strategy Provider does not abide by or is in breach of clause 2.5 above herein.
  - O. For any other reason considered as relevant and appropriate by the Company in its sole discretion.
- 2.8. If an Event of Default occurs the Company reserves the right at its absolute discretion, but in any case is under no obligation, at any time with or without Written Notice, to take any of the following actions in addition to clause 11.2 Part A:
- A. terminate this Agreement with immediate effect;
  - B. reject and/or block the availability of a proposed and/or existing Portfolio Manager or PM Strategy Provider;
  - C. freeze and/or suspend and/or terminate and/or close or block any and/or all Fund/s and/or PM Strategies managed by the Portfolio Manager or the PM Strategy Provider's and/or any open positions and/or deny access to Portfolio Management and/or refuse payment of Performance Fee;
  - D. change the status of the Fund/s and/or PM Strategies to the "close-only" mode by revoking Portfolio Manager or PM Strategy Provider ability to open new position(s);
  - E. request to make amendments on the description of the Fund/s and/or PM Strategy/ies;
  - F. take any other action(s) in relation to the Fund/s and/or PM Strategies in order to rectify the Event of Default or minimize any type of loss or damage to the Company;
  - G. reject or refuse any request of the PM to create a new Fund(s) and/or PM Strategies;
  - H. adjust the Fund(s) and/or PM Strategies balance to remove illicit profit;
  - I. any other action as deemed fit at the absolute discretion of the Company.
- 2.9. The Performance Fee may be determined by the Portfolio Manager or the PM Strategy Provider for each Fund and/or PM Strategy. The Performance Fee may be changed after the specific Fund or PM Strategy is created. The modified Performance Fee will be applicable only to the new investments of the specific Fund or PM Strategy. All existing PM Investments to the specific Fund or PM Strategy will remain with the Performance Fee as set upon the PM Investment creation.
- 2.10. The Portfolio Manager or PM Strategy Provider shall receive the Performance Fee for any positive returns of PM Investors in USD currency, which is calculated as indicated on the Company's Website and/or in any relevant mobile application/s. Performance Fee shall be calculated on the aggregated profits on each Fund and/or PM Strategy and proportionally on the individual PM Investment/s made by the PM Investors. The Performance Fee is calculated and credited to the Portfolio Manager's or PM Strategy Provider's Account at the end of the Billing Period. The Performance Fee is subject to any deductions related to the Shared Fee of an Associate as described in Part G, section 5 below herein



and in such a case a Personal Performance Fee shall be received by the Portfolio Manager which shall be calculated as per below:

Personal Performance Fee= Total Performance Fee amount from all Investments in a Fund - Shared Fee

211. In the event that a Fund and/or PM Strategy has been terminated before the end of the Billing Period, the Performance Fee shall be calculated at the time of Fund and/or PM Strategy termination and credited to the Portfolio Manager's account or PM Strategy Provider's at the end of the Billing Period.
212. It is hereby understood and agreed by the Portfolio Manager and/or PM Strategy Provider that Clients remain Company's Clients at all times.
213. The Portfolio Manager or PM Strategy Provider's represents and warrants that is duly authorized to enter into this Agreement and maintains any applicable license and/or certification and/or authorisation during the Portfolio Management activities and/or the trading operations of Fund(s) and/or PM Strategy(ies) and shall exercise proper skill and care, professional and technical expertise, diligence, morality and impartiality which are necessary, taking into account the complexity of trading.
214. The Company will not in any way be liable for any losses incurred in the Funds and/or PM Strategy(ies), or shall be liable for anything happening outside of the Company's control.
215. The Portfolio Manager or PM Strategy Provider is not allowed to publish, reproduce, transmit, or otherwise reproduce information relating to the Funds and/or PM Strategy(ies) and/or the Portfolio Management to any third party without the Company's prior written consent.
216. The Portfolio Manager or PM Strategy Provider irrevocably and unconditionally agrees and hereby authorizes the Company to provide Clients with access and/or the option to invest in the Fund(s) and/or PM Strategy(ies) upon fulfillment of any applicable requirements set by the Company at its absolute discretion. Upon investing in a Fund and/or PM Strategy(ies), Portfolio Manager or PM Strategy Provider authorizes the Company and Company shall have the right to take all necessary actions deemed fit so that Client is allowed to invest and/or access the Fund(s).
217. The Portfolio Manager or PM Strategy Provider authorizes the Company to use any information related to the Portfolio Manager and/or the Fund(s) and/or PM Strategy(ies) in any way it chooses and make it public or communicate it as deemed appropriate, in any way and with any means in its absolute discretion.
218. The Portfolio Manager or PM Strategy Provider and PM Investor acknowledges and agrees that the Company may, from time to time change the leverage provided as further explained in Part E: CFD Trading Terms, Section 3. Leverage.



219. The Portfolio Manager or PM Strategy Provider shall not create Funds and/or PM Strategies with names, descriptions, content or images that are identical or substantially similar to those of existing strategies that could mislead the Investors.

### 3. PM Investor

- 3.1. Only individuals and/or legal entities who receive a Fund and/or PM Strategy link or code for the Fund and/or PM Strategy by the Portfolio Manager or PM Strategy Provider might be able to invest in a Fund and/or PM Strategy and become PM Investors. In order to invest in a Fund and/or PM Strategy, the PM Investor shall first become a Client of the Company as per the terms of this Agreement and meet any requirements imposed by the Company and/or accept and/or sign any other applicable documentation required by the Company from time to time. By joining and investing into a Fund or PM Strategy with a PM Investment, the PM Investor agrees to the following:
  - A. To authorize the Portfolio Manager as its true and lawful Attorney and Agent with full power and authority to act as a Portfolio Manager on the PM Investment for the Portfolio Management product and instructs the Portfolio Manager to act on his/her behalf in connection to the PM Investment/s;
  - B. To authorize and instruct the Portfolio Manager to use Company's Trading Platform for trading using the PM Investment/s;
  - C. That investing in a Fund or PM Strategy bears its own fees, charges and Performance Fee.
  - D. To authorize the Company to accept trading orders from the Portfolio Manager or PM Strategy Provider in relation to the PM Investment;
  - E. To authorize and instruct the Company to transfer the Performance Fee from the PM Investment to the Portfolio Manager's or PM Strategy Provider's Account at the end of each Billing Period.
  - F. Authorizes the Company to use any information related to the PM Investor and/or the PM Investment in any way it chooses and make it public or communicate it as deemed appropriate, in any way and with any means in its absolute discretion.
- 3.2. Reports and/or information in relation to the PM Investments while using the Portfolio Management service shall be available on the Website and/or in any relevant mobile application as applicable from time to time.
- 3.3. The PM Investor may start the PM Investment, deposit funds and/or withdraw any available funds to and from his/her Wallet in accordance with the procedures and restrictions available from time to time on the Portfolio Management mobile applications and/or Website and/or any other website maintained by the Company for Portfolio Management and subject to the Agreement.
- 3.4. PM Investor can only use the Wallet for the Portfolio Management service and is not allowed to execute any trading operations on the Wallet on its own.
- 3.5. The PM Investor may deposit funds into the Investment Wallet via the payment systems/methods made available by the Company for the Portfolio Management platform from time to time.



36. In order to terminate the PM Investment, PM Investor should send a PM Investment termination request to the Portfolio Manager. In case the termination request is not accepted by the Portfolio Manager after thirty-six (36) hours, the PM Investment will be terminated automatically. The Client acknowledges and agrees that the PM Investment can't be terminated outside of normal trading hours and Portfolio Manager is authorised to perform trading operations on the Fund until termination occurs. Any PM Investment termination request which has been accepted by the Portfolio Manager or has expired outside of the normal trading hours will be executed after trading resumes. In order to terminate the PM Investment in a PM Strategy, PM Investor should send a PM Investment termination request which will be executed automatically. The Client acknowledges and agrees that the PM Investment can't be terminated outside of normal trading hours. Any PM Investment in a Strategy termination request which has been sent outside of the normal trading hours will be executed after trading resumes.
37. Upon termination of PM Investment as described in clause 3.6 above, funds available as a result of the PM Investment in relevant Fund(s) or PM Strategies, shall be credited to PM Investor's Wallet.
38. The Company reserves the right at its absolute discretion to close any or all Open Position(s) of a Fund or PM Strategy at any time.
39. The PM Investor acknowledges and accepts that by making a PM Investment into a Fund or PM Strategy of a specific Portfolio Manager or PM Strategy Provider he/she accepts the Performance Fee and Leverage as well as other conditions set for the Fund or PM Strategy by the respective Portfolio Manager or PM Strategy Provider in accordance with paragraph 2.2 of Part G;
310. In addition to clause 11.1 of Part A of the current Agreement, each of the following constitutes an "Event of Default" for the PM Investor:
  - A. The Fund or PM Strategy in which PM Investor made a PM Investment is subject to an Event of Default as this defined in clause 2.7 above herein.
  - B. The PM Investor is misusing the Portfolio Management service in order to mimic or replicate trades conducted in a Fund or PM Strategy into his personal trading account with the Company.
  - C. Failure of the PM Investor to provide an amount due under the Agreement;
  - D. Failure of the PM Investor to perform any obligation due to the Company;
  - E. Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in clause 3.11 below.
311. If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the actions described in clause 2.8 herein above, in addition to Clause 11.2 of Part A.



- 3.12. The PM Investor acknowledges and accepts that a Fund or PM Strategy can be terminated in case of an Event of Default either from Portfolio Manager/s or PM Strategy Provider/s or PM Investors side and in this case Orders in this Fund or PM Strategy will be closed in the order decided by the Company.
- 3.13. PM Investor may not be able to see the individual Orders made by the Portfolio Manager or PM Strategy Provider if the latter decides to do so.
- 3.14. The PM Investor is not allowed to publish, reproduce, transmit, or otherwise reproduce information relating to the Funds or PM Strategies and/or the Portfolio Management to any third party without the Company's prior written consent.
- 3.15. The PM Investor irrevocably and unconditionally acknowledges and agrees that any description provided by the Portfolio Manager or PM Strategy Provider in relation to the Fund or PM Strategy, including the news feed and/or any other means has not been approved by the Company. The PM Investor acknowledges, agrees, and undertakes to perform his own due diligence on the Portfolio Manager or PM Strategy Provider and the relevant Fund or PM Strategy before investing with the relevant Fund or PM Strategy.
- 3.16. The PM Investor acknowledges and agrees that the Company shall not be liable for any losses incurred in the Fund.

#### **4. Portfolio Management Products**

- 4.1. The Company will provide Portfolio Manager and/or PM Strategy Provider with two options for managing PM Investments - so called Portfolio Management Products. The Portfolio Manager or PM Strategy Provider should choose between "Portfolio Copying product" and "Portfolio Management product" when creating a Fund and/or a PM Strategy. The Company reserves the right not to provide one of those options to any Portfolio Manager or PM Strategy Provider on its own discretion and/or to impose specific requirements and/or criteria in order to use and/or when using any of the above Portfolio Management Products as these shall be communicated by the Company from time to time and/or as these can be found in the Portfolio Manager's or PM Strategy Provider's Personal Area and/or the Website.
- 4.2. In order to run a PM Strategy with a Portfolio Copying product, the PM Strategy Provider should make a deposit to the PM Strategy. All PM Investments made to the PM Strategy with a Portfolio Copying product will be transferred to the Investment subaccount dedicated to the exact PM Investment. After a PM Investment in a PM Strategy is made, all the existing Open Positions made by the PM Strategy Provider under that particular PM Strategy will automatically be followed and copied to the PM Investment subaccount together with any further new trading orders performed by the PM Strategy Provider under the specific PM Strategy.



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43. The PM Investor and/or the PM Strategy Provider acknowledge and agree that for PM Strategies:
  - A. all Orders made by the PM Strategy Provider will be followed and copied by the PM Investment subaccount in accordance with the copy coefficient as indicated on the Company's Website and/or on the Portfolio Management mobile application;
  - B. variations in the Orders' pricing may occur from the moment that the PM Investor made a PM Investment to a specific PM Strategy to the actual moment when an Order opened by the PM Strategy Provider, under the specific PM Strategy, was copied to the PM Investment subaccount;
  - C. the Company reserves the right at any time with or without notice to close and/or pause and/or suspend and/or stop copying any PM Strategy Provider's account(s), and/or PM Strategy and/or Order either of the PM Investor or PM Strategy Provider.
44. All PM Investments made to a Fund will be deducted from the Wallet/s and allocated to the master trading account of the Portfolio Manager connected to that specific Fund and the total amount of money will be displayed as available for trading by the Portfolio Manager. Orders placed by the Portfolio Manager will be split proportionally to the PM Investors in accordance to the respective PM Investments being made. Only new Orders performed by the Portfolio Manager under the specific Fund will be allocated to each PM Investment.
45. The PM Investor and/or the Portfolio Manager acknowledge and agree that for Funds :
  - A. all Orders made by the Portfolio Manager will be allocated to the PM Investment subaccount in accordance with the ratio of investment equity to the Fund equity calculated at the moment of the Orders' opening. Allocation is executed as described on the Company's Website and/or on the Portfolio Management mobile application;
  - B. the Company reserves the right at any time with or without notice to close and/or pause and/or suspend and/or stop allocating any Portfolio Manager's account(s), and/or Fund and/or Order either of the PM Investor or Portfolio Manager.

## 5. Associate

- 5.1. In order to become an Associate in a Fund, an individual and/or a legal entity shall first become a Client of the Company as per the terms of this Agreement and meet any requirements imposed by the Company from time to time. A Client shall be eligible to become an Associate in a Fund of a Portfolio Manager upon receipt of an invitation link by the Portfolio Manager and acceptance of the invitation by the Client and provided that any applicable requirements required by the Company from time to time are met.



- 5.2 Prior to inviting a Client to become an Associate in a Fund, the Portfolio Manager should define the relevant Fee Sharing Rate of the Fund and/or any other parameters required from time to time and share the invitation link with the proposed Associate. Upon acceptance of such an invitation the Client shall become an Associate in a Fund and eligible for a Shared Fee.
- 5.3 It is hereby acknowledged and agreed by the Portfolio Manager and/or the Associate that:
- a. only Funds should be eligible to have and/or invite an Associate;
  - b. invitations to become an Associate are not made publicly available and only individuals and/or legal entities who have received an invitation to become an Associate and accepted such an invitation and met any other applicable requirements of the Company shall become an Associate in a Fund;
  - c. each Fund shall be eligible to have only one, identical or different, Associate;
- 5.4. It is hereby acknowledged and accepted by the Associate and/or the Portfolio Manager that the Fee Sharing Rate shall be defined by the Portfolio Manager in advance of the invitation to the Client and it can be changed/modified/disabled by the Portfolio Manager at any time prior to acceptance of the invitation by the Client. Furthermore, the Portfolio Manager can, at its absolute discretion, revoke the invitation, prior to its acceptance by the Client.
- 5.5. It is hereby acknowledged by the Associate and/or the Portfolio Manager that, once a Client accepts the invitation and becomes an Associate in a Fund:
- a. the Associate shall have the right to invite PM Investors in the Fund;
  - b. any accrued Shared Fee shall be credited to Associates' Client Account at the end of the Billing Period at the time that Portfolio Manager receives its' Personal Performance Fee;
  - c. if an Associate receives Shared Fee from more than one Funds, the Shared Fee shall be paid with separate transactions from each Fund;
  - d. the Fee Sharing Rate can be changed/modified by the Portfolio Manager and/or an Associate can be removed and/or disabled by the Portfolio Manager at any time and without any cause by contacting the Company in accordance with the procedure set by the Company from time to time as this can be found on the Portfolio Manager's Personal Area and/or the Website. Any such changes shall be effective from the next Billing Period and the Associate shall be eligible solely for any accrued Shared Fee prior to the beginning of the next Billing Period which shall be credited to Associates' Client Account as described in section 5.5(b) Part G above herein. Any changes and/or modifications to the Fee Sharing Rate and/or removal of the Associate from a Fund as described in this clause, shall be communicated by the Company to the Portfolio Manager and/or the Associate from time to time and/or they will be reflected in their Personal Area and/or the Website.
  - e. Any information in regards to the Shared Fee and/or fees reports and/or other related information while being an Associate in a Fund shall be available on the Website and/or the Personal Area and/or they shall be communicated by the Company to the Portfolio Manager and/or the Associate from time to time.
- 5.6 The Associate will not be able to access the Fund and/or any Investments made by PM Investors in the Fund and is not allowed to execute any trading operations on the Fund.



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- 5.7 Subject to the provisions of this Agreement, the Associate will be able to make withdrawals of the Shared Fee in accordance with the procedures, restrictions and payment systems available from time to time from the Company.
- 5.8 The Associate authorizes the Company to use any information related to the Associate in any way it chooses and make it public or communicate it as deemed appropriate, in any way and with any means in its absolute discretion.
- 5.9. The Company reserves the right at its absolute discretion to remove and/or disable an Associate from a Fund.
- 5.10 The Associate is not allowed to publish, reproduce, transmit, or otherwise reproduce information relating to the Funds and/or the Portfolio Management to any third party without the Company's prior written consent.

## **6. Portfolio Management Acknowledgement of Risk and Consents**

- 6.1. The PM Investor and/or the Associate acknowledges that the Funds and PM Strategies are created and managed by Portfolio Managers and PM Strategy Providers on their own, and the Company does not provide any guarantee as to the performance of any Fund. The PM Investor and/or the Associate waives the right to request the Company to close any or all Open Position(s) within a Fund and PM Strategy.
- 6.2 The Company accepts no responsibility for the activities of the Portfolio Managers and PM Strategy Provider and the performance of the Funds and PM Strategies as well as no liability for any loss or damage related to investing in the Funds and PM Strategies. Statistics and indicators provided by the Company for each Fund and PM Strategy have inherent limitations. Past performance is not indicative of future results. No representation is being made by the Company that the Funds and PM Strategies will or are likely to achieve profits or losses. PM Investors are advised to take the necessary precautions throughout the investing process.
- 6.3 It is the responsibility of the PM Investor to understand and acknowledge the risks before making PM Investments and that he/she may suffer losses due to lack of diversification and/or situations where the Fund and PM Strategy is too heavily exposed in any type of financial risk such as without limitation credit risk, currency risk, concentration risk, geographical risk and that he/she may end up losing entire investment. It is understood that the Company does not pay or review the activities of Portfolio Managers neither confirm their experience, professionalism or guarantee the performance of the Fund(s).





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- 6.4 The Company shall not be held liable for any omission, deliberate omission or fraud by a Portfolio Manager and PM Strategy Provider, unless to the extent where this would be the result of willful default or fraud on the part of the Company.
- 6.5 Any description and/or information in relation to a Fund and PM Strategy is not considered as confidential and/or personal identifiable information. The Portfolio Manager and PM Strategy Provider is able to see the name and the country of the PM Investor and vice-versa the PM Investor has the ability to see the name and the country of the Portfolio Manager and PM Strategy Provider and any other information made available through the Fund and PM Strategy.
- 6.6 The Company on its sole discretion and under no obligations is authorized to disclose Portfolio Manager's and PM Strategy Provider's information to the PM Investor and/or the Associate and vice-versa.
- 6.7 The Company reserves the right at any time with or without notice to close and/or pause and/or suspend any Portfolio Manager's and PM Strategy Provider's account(s), and/or Fund and/or PM Strategy and/or Order.
- 6.8 Performance statistics represented in relation to the Portfolio Manager and/or PM Strategy Provider and/or Fund and/or PM Strategy are historical and the Company does not guarantee any profit for the PM Investor and/or Shared Fee for the Associate. Past performance is not a reliable indicator of future results.
- 6.9 The Portfolio Manager and PM Strategy Provider and/or the PM Investor and/or the Associate acknowledges and agrees that the Company may use and/or pass and/or process information in relation to the PM Investment in the Company's group of companies and/or external companies and/or consultants.
- 6.10 It is hereby acknowledged and agreed that the Portfolio Manager and/or PM Strategy Provider and/or the PM Investor and/or the Associate could be clients of different Company's group of companies.
- 6.11 The Portfolio Manager and/or PM Strategy Provider, the PM Investor and the Associate acknowledge and agree that are subject to limitations depending on their region
- 6.12 The PM Investor acknowledges and agrees that the money invested belongs to the PM Investor and that it is prohibited to invest money from any other third party.
- 6.13 6.13. The PM Investor acknowledges that the Company does not make customized assessments of the PM Investors' profile, risk tolerance and/or investment objectives and that the PM Investor has no discretion over the Portfolio Manager's and PM Strategy Provider's investment decisions.
- 6.14 The PM Investor acknowledges that neither the Portfolio Manager and PM Strategy Provider nor the Company provides a tailored investment plan or portfolio management that fits the PM Investors' objectives, needs and financial goals.



6.15. The PM Investor acknowledges and agrees that the Portfolio Manager and PM Strategy Provider shall not deposit funds and assets to the PM Investor's Trading Account(s), or redeem or withdraw funds or assets, or initiate transfers from or between PM Investor's Trading Account(s).

6.16. The PM Investor acknowledges and accepts that all the Fund(s) and PM Strategy(ies), and their parameters and conditions are created and/or managed and/or set by the Portfolio Manager and PM Strategy Provider and that the Company solely allows the use of its Portfolio Management platform and/or applications, subject to any applicable rules as included in the Operational Agreements, thus no obligations arise against the Company with regards to any due diligence and/or review and/or assessment.

6.17. The PM Investor acknowledges and agrees that the Company shall have no responsibility or liability to the PM Investor in following the Portfolio Manager's and/or PM Strategy Provider's instructions and that it is under no duty to supervise or otherwise know or review the trading practices, advice or any other acts carried out by the Portfolio Manager and/or Strategy Provider and the Company relies on the PM Investor monitoring the trading and transactions on the account(s) conducted by the Portfolio Manager and/or Strategy Provider.

6.18. The PM Investor acknowledges and agrees that the Portfolio Manager and/or Strategy Provider is not an employee, agent or representative of the Company, subject to the existence of any partnership or digital affiliate agreement and further that the Portfolio Manager and/or Strategy Provider does not have any power or authority to act on behalf of the Company or to bind the Company in any way.

6.19. The PM Investor acknowledges and accepts that, in providing an electronic or online trading system to the Portfolio Manager and/or Strategy Provider, the Company has the right but not the obligation to set limits, controls, parameters and/or other controls on the Portfolio Manager's and/or Strategy Provider's ability to use such a system. The PM Investor accepts that if the Company chooses not to place any such limits or controls on the Portfolio Manager's and/or Strategy Provider's trading, or if such limits or controls fail for any reason, the Company will not exercise oversight or control over instructions given by the Portfolio Manager and/or Strategy Provider and the PM Investor accepts full responsibility and liability for the Portfolio Manager's and/or Strategy Provider's actions in such circumstances.

6.20. The PM Investor ratifies and accepts full responsibility and liability for all instructions given to the Company by the Portfolio Manager and/or Strategy Provider (and for all transactions that may be entered into as a result).