

# TERMS AND CONDITIONS

## 1. INTRODUCTION - ABOUT US

**Thorntons Global Ltd** (hereinafter the “**Company**”), is registered with Reg No. 25194 IBC 2018 in the 1st Floor, First St. Vincent Bank Ltd Building, James Street, Kingstown, VC0100, St. Vincent and the Grenadines. The Company will provide investment services strictly under the terms and conditions defined throughout the Agreement.

## 2. COMMUNICATION WITH US

You may communicate with us in writing (including fax), by email or other electronic means, or orally (including by telephone). The language of communication shall be English and you will receive documents and other information from us in English. However, where appropriate and for your convenience, we will endeavour to communicate with you in other languages. By accepting and agreeing to the Terms and Conditions of this Agreement, you accept the following terms and conditions and all the policies included in the official Website of the Company support@swisscapitalfx.com.

The Company is free to use any idea, concept, know-how or technique or information contained in your communications for any purpose including, but not limited to, developing and marketing products. The Company monitors your communications to evaluate the quality of service you receive, your compliance with this Agreement, the security of the Website, or for other reasons. You agree that such monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which the Company monitors your communications.

## 3. MEMBERSHIP ELIGIBILITY

Services are available and reserved only for individuals or legal entities that have established a legally binding contract under the laws applicable in their country of residence. Without limiting the below mentioned terms, our Services are not available to people aged under the age of 18 or who have not attained the legal age (“**Minors**”). To avoid any doubt, we disclaim any liability for unauthorized use by **Minors** of our Services in any manner or another.

Without limiting the above-mentioned provisions, our Services are not available in areas where their use is illegal and the Company reserves the right to refuse and/ or cancel access to its Services to anyone at its own sole convenience.

For avoidance of doubt, the ability to access our Website does not necessarily mean that our services, and/ or your activities through it, are legal under the laws, regulations or directives relevant to your country of residency.

## 4. DEFINITIONS - INTERPRETATION

“**Account**” means the personal trading account the Client maintains with the Company and designated with a particular account number.

“**Access Codes**” means the username and password given by the Company to the Client for accessing the Company’s Website.

“**Agreement**” means these Terms and Conditions for the Services offered by the Company.

“**Balance**” means the sum held on behalf of the Client on its Client Account within any period of time.

“**Business Day**” means a day which is not a Saturday or a Sunday or a public holiday or any other holiday to be announced by the Company on its Website.

“**CFD**” means contract for difference' consists of an agreement (contract) to exchange the difference in value of a particular currency, commodity share or index between the time at which a contract is opened and the time at which it is closed. Gains or losses are made based on how the underlying instruments prices change relative to the price at the initiation of the contract.

“**Company’s Website**” means [www.swisscapitalfx.com](http://www.swisscapitalfx.com)

“**Execution**” means the execution of Clients’ orders on the Company’s trading platform, where the Company acts as an Agent to Clients’ transactions.

“**FFI**” is an abbreviation for Foreign Financial Institution.

“**Financial Markets**” means international financial markets in which financial instruments exchange rates are determined in multi-party trade.

“**Financial Instruments**” means any of the financial instruments offered by the Company and which are defined as such under applicable Law or Regulation.

#### Transferable Securities

- i. Money Market instruments
- ii. Units in collective investment undertakings
- iii. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash
- iv. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event)
- v. Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market and/ or an MTF
- vi. Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point (vi) above and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognised clearing houses or are subject to regular margin calls
- vii. Derivative instruments for the transfer of credit risk
- viii. Financial contracts for differences
- ix. Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as well as any other derivative contract relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Part, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market or an MTF, are cleared and settled through recognised clearing houses or are subject to regular margin calls

“**MTF**” means the Multilateral Trading Facility.

“**Operating (Trading) Time of the Company**” means period of time within a business week, where the trading terminal of the Company provides the opportunity of trading operations. The Company reserves the right to alter this period of time as fit, upon notification to the Client.

“**Order**” means the request/ instruction given by the Client to the Company to Open or Close a Position in the Client’s Account.

“**Services**” means the investment and ancillary services which will be provided by the Company to the Clients and are governed by this Agreement as these are described in Paragraph 5 of this Agreement.

“**Transaction**” means any type of transaction subject to this Agreement effected in the Client’s trading account(s) including but not limited to Deposit, Withdrawal, Open Trades, Closed Trades and any other transaction of any financial instrument.

#### “**US Reportable Persons**”

- Please note that the Company does not accept clients that are US Reportable Persons

In this Agreement, all the words that denote only the singular number will also comprise the plural, wherever the aforementioned definitions apply and vice versa, and the words that denote natural persons will comprise legal persons and vice versa. Words denoting any gender include all the genders and whenever reference is made to the terms “Paragraphs”, “Sections” and “Appendices” it concerns paragraphs, sections and appendices of this Agreement.

The headings of the Sections are only used for facilitating the reference.

## **PROVISION OF SERVICES**

The following are the investment services which the Company is authorized to provide in accordance with its CIF authorization and are governed by this Agreement:

Reception and transmission of orders in relation to one or more financial instruments. Execution of Orders on Behalf of Clients.

In addition, the Company will provide to you with the following ancillary services:

Safekeeping and administration of financial instruments, including custodianship and related services. Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction. Foreign exchange services where these are connected to the provision of investment services. Investment research and financial analysis or other forms.

It shall be clarified and noted that the Company deals on an execution-only basis and does not advise on the merits of particular Transactions, or their taxation consequences.

You assume all responsibility in relation to any investment strategy, transaction or investment, tax costs, and for any consequences brought by from any transaction that you perform and the Company shall not be held responsible nor you shall rely on the Company for the aforementioned.

Where the Company provides general trading recommendations, market commentary or other information in its newsletters and/ or Website:

- This is incidental to your dealing relationship with the Company. It is provided solely to enable you to make own investment decisions and does not result to investment advice;
- If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, you agree that you will not pass it on to any such person or category of persons;
- The Company gives no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any Transaction;
- You accept prior to its dispatch the Company may have made use of the information on which it is based. The Company does not make representations as to the time of receipt by you and cannot guarantee that you will receive such information at the same time as other Clients. Any published research reports or recommendations may appear in one or more screen information service.

The Company’s operating hours are from 00:01 GMT on Sunday to 23:59 GMT on Friday, excluding holidays which will be announced through the Company’s Website. The Company reserves the right to suspend or modify the operating hours on its own discretion and on such event its Website will be updated without delay in order for you to be informed accordingly.

## **5. ACCOUNT OPENING INFORMATION AND REQUIREMENTS**

When you register for the aforementioned Services, the Company will ask you to provide certain identifying information, as part of the account opening procedure that will allow us to identify you and categorize you according to the “Client Categorization Policy” of the Company. Each Client is entitled to have one (1) account, in case the Client opens more than one (1) account the Company will be entitled to

transfer money or trades from one account to the other even if such transfer will require closing of any trades on the account from which the transfer took place.

You acknowledge your willingness to share with the Company certain private information which it uses for the purpose of confirming your identity and categorizing you according to the “Client Categorization Policy”. This information is collected in line with our stringent verification procedures which are used to deter international money laundering operations and to ensure the security and safety of our customers’ trading activity throughout and is subject to the Company’s “Privacy Policy”.

If you are registering as a legal entity, you hereby declare that you have the authority to bind that entity to this Agreement. The Company will treat with care the information you entrust to the Company, in accordance with the disclosures it provides during the Registration process and in its Privacy Policy.

By registering with the Company, you confirm and agree that you consent to the use of all or part of the information you supply concerning your trading account, the transactions you undertake through it and the interactions which you perform with the Company on behalf of the Company. All interactions you undertake with the Company will be stored by the Company for the purposes of record keeping, as required by the Law and may be employed by the Company in cases that disputes arise between you and the Company or any other competent authority.

## **6. CLIENT CATEGORISATION**

You are categorized as a Retail Client. This categorization provides the highest level of protection compared to a Professional Client or Eligible Counterparty. In the event that you wish to be re-categorized you must inform the Company in writing, clearly stating such a wish. The final decision of the change in categorization however lies in the absolute discretion of the Company.

You are bound by the method and process of categorization as this is defined and thoroughly explained in the “Client Categorization Policy” which can be found on the Company’s Website under the title “Client Categorization Policy”. Therefore, by accepting these Terms and Conditions, you accept the application of the categorization method as this is defined in the “Client Categorization Policy”.

## **7. GUARANTEES ON BEHALF OF THE CLIENT**

You state, confirm and guarantee that any funds handed to the Company for trading purposes, belong exclusively to you and are free of any lien, charge, pledge or any other burden. Further, whatever funds handed over to the Company by you are not in any manner whatsoever directly or indirectly proceeds of any illegal act or omission or product of any criminal activity.

You act for yourself and not as a representative or a trustee of any third person, unless you have produced, to the satisfaction of the Company, a document and/ or powers of attorney enabling you to act as representative and/ or trustee of any third person.

You agree and understand that should such an event occurred, i.e the Company reasonably suspects that a client’s funds are proceeds of illegal activity and/or belonging to a third party, the Company will report such event to MOKAS. Moreover, the account of the client with the Company will freeze immediately and funds will remain as such, pending investigation, without informing the client of any ongoing investigation. Furthermore, you also agree and understand that the Company may reverse any Transactions performed in your Trading Account and may terminate this agreement. The Company reserves the right to take any legal action against you to cover and indemnify itself upon such an event and may claim any damages caused to the Company by you as a result of such an event.

You declare that you are over 18 (eighteen) years old, in case of natural person, or that you have full legal capacity, in case of legal person, to enter into this Agreement.

You understand and accept that all transactions in relation to trade in any of the Financial Instruments, will be performed only through the Trading Platforms provided by the Company and the Financial Instruments are not transferable to any other Trading Platform whatsoever.

You guarantee the authenticity and validity of any document handed over by the Client to the Company. You understand and accept that the Company is unable to provide you with any legal advice or assurances in respect of your use of the Services and the Company makes no representations whatsoever as to the legality of the Services in your jurisdiction.

## **8. ELECTRONIC TRADING**

The Company will provide you with Access Codes for gaining online access to the Company's Website and/ or trading platforms, thereby being able to place orders for any Financial Instrument available from the Company and entering into Transactions with the Company. Further, you will be able to trade on the Company's Trading Platforms with and through the Company with the use of a personal computer, smartphone or any other similar device that is connected to the internet. In this respect, you understand that the Company can, at its absolute discretion, terminate your access to the Company's systems in order to protect both the Company's and your interests and to ensure the systems' effectiveness and efficiency.

You agree that you will keep the Access Codes in a safe place chosen in your discretion and will not reveal them to any other person. You will not proceed and avoid proceeding in any action that could probably allow the irregular or unauthorized access or use of the Trading Platforms.

You agree not to attempt to abuse the Trading Platforms in an attempt to make illegal profits or to attempt to profit by taking advantage of the server latency, or applying practices such as price manipulation, lag trading, time manipulation.

You are responsible for all acts or omissions that occur within the Website through the use of your registration information. If you believe that someone has used or is using your registration information, user name or password to access any Service without your authorization, you should notify the Company immediately. You must make every effort possible to keep the Access Codes secret and known only to you and you will be liable of any Orders received by the Company through your trading Account under your Access Codes. Further, any Orders received by the Company will be considered as received from you. In cases where a third person is assigned as an authorized representative to act on behalf of you, you will be responsible for all Orders given through and under the representative's Account Password.

In the event that you have had opened more than one (1) Trading Account, the Company shall be authorized to consider and treat these different accounts as a single unit. The Company is entitled to transfer money or trades from one account to another even if the event will require closing of any trades on the account from which the transfer will take place.

You are responsible to monitor your Account and to notify the Company immediately if it comes to your attention that your Access Codes are lost or being used by an unauthorized third party. Also, you agree to immediately notify the Company should you become aware of any failure by you to receive a message indicating the reception and/or execution of an Order, the accurate confirmation of an execution, any information for your Account balances, orders or transactions history as well as in case you receive confirmation of an Order that you did not place.

You acknowledge that the Company may choose not to take action based on Orders transmitted to the Company using electronic means other than those Orders transmitted to the Company using the predetermined electronic means such as the Trading Platform, and the Company shall have no liability towards the Client for failing to take action based on such Orders.

You agree to use software programs developed by third parties including but not limited to the generality of those mentioned above, browser software that supports Data Security Protocols compatible with

protocols used by the Company. Moreover, you agree to follow the access procedure (Login) of the Company that supports such protocols.

The Company will not be held responsible in the event of an unauthorized access from third persons to information including, but not limited to, electronic addresses and/ or personal data, through the exchange of these data between you and the Company and/or any other party using the Internet or other network or electronic mean available.

The Company is not responsible for any power cuts or failures that prevent the use of the system and/or the Trading Platform and cannot be responsible for not fulfilling any obligations under this Agreement because of network connection or electricity failures. The Company further reserves the right to ask you to give instructions regarding your transactions by other means that it deems appropriate.

The Company shall have no liability for any potential damage you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, viruses, system errors, delays in execution, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You acknowledge that access to electronic systems/trading platforms may be limited or unavailable due to such system errors, and that the Company reserves its right upon notifying you to suspend access to electronic systems/ trading platforms for this reason.

The Company has the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use any Electronic Service, or any part thereof, without notice, where the Company considers it necessary or advisable to do so, for example due to your breach of any provisions of this Agreement, on the occurrence of an Event of Default, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of security. In addition, the use of a service may be terminated automatically, upon the termination (for whatever reason) of any license granted to the Company which relates to the particular service; or this Agreement. The use of a service may be terminated immediately if the service is withdrawn by any market.

## **9. TRADE OVER THE TELEPHONE**

The Company may accept, request, delete or modify orders from clients via the telephone ordering system. The telephone system to be used by the Company will be digital and will allow for direct contact between the clients and the trader. The telephone system will be supported technically by a telephone support team in order to allow continued access of the telephone system and ensure best trade execution (receiving and transmitting of clients' orders). In addition, the telephone ordering system will be supported by a back-up analogue system to ensure that the clients remain in contact with the trader at all times.

The telephone system of the Company will support the recording of all telephone conversations and will be used for recording the communications between the trader and the client and for recording clients' orders. All telephone conversations in the Dealing Room will be recorded using digital recording equipment supported with logs records.

## **10. FINANCIAL INFORMATION**

Through one or more of its Services, the Company makes available to you a wide range of financial information that is generated internally, from agents, suppliers or partners ("Third Party Providers"). This includes, but is not limited to financial market data, quotes and news, analyst opinions and research reports, graphs and data ("Financial Information").

The financial information provided on the Company's Website is not intentional investment advice. The Company and its Third-Party Providers do not warrant the accuracy, timeliness, completeness or correct

sequencing of the financial information, or results of your use of this financial information. The financial information may promptly become unreliable for various reasons, including, for instance, changes in market conditions or economic circumstances.

It is your responsibility to verify the reliability of the information on the Company's Website and its suitability for your needs. We exclude all liability for any claim, damage or loss of any kind caused by information contained in the Company's Website or referenced by the Company's Website.

## **11. ORDERS – INSTRUCTIONS AND BASIS OF DEALINGS**

### **Reception and Execution of Transactions**

You can place an Order via the Company's trading platform. Once your instructions or Orders are received by the Company, they cannot be revoked, except with the Company's written consent which may be given at the Company's sole and absolute discretion.

You place your market request at the prices you see on your terminal/ platform and the execution process is initiated. Due to the high volatility of the market as well as the internet connectivity between the customer terminal and the server, the prices requested by the customer and the current market price may change, during this process.

You have the right to use a Power of Attorney to authorize a third person (representative) to act on behalf of you in all business relationships with the Company. The Power of Attorney should be provided to the Company accompanied by all identification documents of the representative. If there is no expiry date, the Power of Attorney will be considered valid until the written termination by you.

The Company uses its reasonable endeavours to execute any order promptly, but in accepting your orders the Company does not represent or warrants that it will be possible to execute such order or that execution will be possible according to your instructions. In case the Company encounters any material difficulty in carrying out an order on your behalf, for example in case the market is closed and/ or due to illiquidity in financial instruments and other market conditions, the Company shall promptly notify you.

Orders can be placed, executed, changed or removed only within the operating (trading) time and shall remain effective through the next trading session. Your Order shall be valid and in accordance with the type and time of the given Order, as specified. If the time of validity of the Order is not specified, it shall be valid for an indefinite period.

If any underlying asset of the Financial Instrument becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to withdraw the specific financial instrument from the Company's trading platform.

There may be restrictions on the number of Transactions that you can enter into on any one day and also in terms of the total value of those Transactions. You acknowledge that some markets place restrictions on the types of orders that can be directly transmitted to their electronic trading systems. These types of orders are sometimes described as synthetic orders. The transmission of synthetic orders to the market is dependent upon the accurate and timely receipt of prices or quotes from the relevant market or market data provider.

You acknowledge that a market may cancel a synthetic order when upgrading its systems, trading screens may drop the record of such an order, and you enter such orders at your own risk. However, should such an event occurred, the Company will commutate in a durable medium to its clients prior to cancelling any "synthetic orders" or any orders for that matter.

You shall refer to the Company's Website for details of the restrictions/ limits imposed on Transactions performed through its electronic systems and/ or trading platforms.

### **Execution Policy**

The Company takes all reasonable steps to obtain the best possible results for its Clients. The Company's Best Execution Policy sets out a general overview on how orders are executed as well as several other factors that can affect the execution of a financial instrument. You acknowledge and accept that you have read and understood the "Best Execution Policy", which was provided to you during the registration process and which is uploaded on the Company's Website.

The execution venue to all Clients' orders will be STP (straight to provider).

## **12. CONFIRMATIONS**

Confirmations for all Transactions that have been executed in your Trading Account on a trading day will be available via your online Account through the Trading Platform as soon as the transaction is executed. It is your responsibility to notify the Company if any confirmations are incorrect. Confirmations shall, in the absence of manifest error, be conclusive and binding on you, unless you place your objection in writing within 7 (seven) Business Days. You may request to receive the Account statement monthly or quarterly via email, by providing such a request to the Company, but the Company is not obliged to provide you with the paper Account statement. The Account statement may be provided at the expense of the Client.

You have the right to authorize a third person to give instructions and/or Orders to the Company or to handle any other matters related to this Agreement, provided that you have notified the Company in writing that such a right shall be exercised by a third party and that this person is approved by the Company and fulfils all of Company's conditions to allow this.

In case that you have authorised a third person as mentioned above, it is agreed that in the event that you wish to terminate the authorisation, it is your full responsibility to notify the Company of such decision in writing. In any other case, the Company will assume that the authorisation is still ongoing and will continue accepting instructions and/or Orders given by the authorised person on behalf of you.

## **13. PRICING**

The Company will quote prices at which it is prepared to deal with you. Save where:

- The Company exercises any of its rights to close out a Transaction; or
- A Transaction closes automatically;

it is your responsibility to decide whether or not you wish to deal at the price quoted by the Company. The Company's prices are determined by the Company in the manner set out in the enclosed terms.

Each price shall be effective and may be used in a dealing instruction prior to the earlier of its expiration time and the time, if any, at which it is otherwise withdrawn by the Company. A price may not be used in a dealing instruction after such time. Each price shall be available for use in a dealing instruction for a transaction with a principal amount not to exceed a maximum determined by the Company. You acknowledge that these prices and maximum amounts may differ from prices and maximum amounts provided to other customers of the Company and may be withdrawn or changed without notice. The Company may in its sole discretion and without prior notice to you immediately cease the provision of prices in some or all currency pairs and for some or all value dates at any time.

When the Company quotes a price, market conditions may move between Company's sending of the quote and the time your order is executed. Such movement may be either in your favour or against it. Prices that may be quoted and/ or traded upon, from time to time, by other market makers or third parties shall not apply to trades between the Company and you.

## **14. REFUSAL TO EXECUTE ORDERS**



The Company has the right, at any time and for any reason and without giving any notice and/ or explanation, to refuse, at its discretion, to execute any Order, including without limitation in the following cases:

- If you fail to provide to the Company with any documents requested from you either for Client identification purposes or for any other reason.
- If the Company suspects or has concerns that the submitted documents may be false or fake.
- If you do not have the required funds deposited in your Account.
- If the Company is informed that your credit or debit card (or any other payment method used) has been lost or stolen.
- If the Company considers that there is a chargeback risk.
- If the Company has adequate reasons to suspect that the execution of an Order is part of an attempt to manipulate the market, trading on inside information, relates to money laundering activities or if it can potentially affect in any manner the reliability, efficiency, or smooth operation of the Trading Platform.
- If you do not have sufficient available funds deposited with the Company or in your bank account to pay the purchase price of an Order along with the respective fees and commissions necessary to carry out the transaction in the Trading Platform. In the event that the Company does refuse to execute an order, such refusal will not affect any obligation which you may have towards the Company or any right which the Company may have against you or your assets.
- If the order is a result of the use of inside confidential information (insider trading).

It is understood that any refusal by the Company to execute any order shall not affect any obligation which you may have towards the Company or any right which the Company may have against you or your assets.

You declare that you shall not knowingly give any Order or instruction to the Company that might instigate the Company taking action in accordance with Paragraph above.

## **15. CANCELLATION OF TRANSACTIONS**

The Company has the right to cancel a transaction if it has adequate reasons/ evidence to believe that one of the following has incurred:

- i. Fraud/ illegal actions led to the transaction
- ii. Orders placed on prices that have been displayed as a result of system errors or systems malfunctions either of those of the Company or of its third-party service providers
- iii. The Company has not acted upon your instructions
- iv. The Transaction has been performed in violation to the provisions of this Agreement

The transaction can only be cancelled by the Company's Liquidity Providers and only for the above-mentioned reasons.

## **16. SETTLEMENT OF TRANSACTIONS**

The Company shall proceed to a settlement of all transactions upon execution of such transactions. Acquisition of a financial contract is completed when the financial contract has been customized, the premium (or the margin, as the case may be) has been calculated and payment has been verified. You agree to be fully and personally liable for the due settlement of every transaction entered into under your account with the company.

## **17. CLIENTS FUNDS**

Funds belonging to you that will be used for trading purposes will be kept in an account with any bank or financial institution used to accept funds which the Company will specify from time to time and will be held in the Company's name.

The Company will exercise due skill, care and diligence in the selection, appointment and periodic review of the credit institution, bank, money market fund, PSP and liquidity provider it collaborates with, in order to ensure safeguarding of clients' funds. The Company shall also take into account the market reputation of such institutions in order to ensure clients' funds protection.

It is understood that the Company will hold funds on behalf of you in a bank. The legal and regulatory regime applying to any such bank might be different from the legal and regulatory regime in Marshall Islands and in the event of the insolvency or any other analogous events in relation to that bank, your funds may be treated differently from the treatment which would apply if the funds were held with a bank in the Marshall Islands. The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this clause.

It is commonly understood that any amount payable by the Company to you, shall be paid directly to you, to the same account that was used from the client to deposit money to the Company for the account opening process, of which the beneficial owner is you. In case of a positive cash balance in the retail client's trading account, the Company will process the client's request to withdraw funds on the same day that the request to withdraw funds was made, or the next working day if the client's request is received outside of normal trading hours. and the time needed for crediting into your personal account will depend on your bank account provider.

The Company retains a right of set off and may, at its discretion, from time to time and without your authorization, set-off any amounts held on behalf and/or to the credit of you against your obligation to the Company. Unless otherwise agreed in writing by the Company and you, this Agreement shall not give rise to rights of credit facilities.

You have the right to withdraw the funds which are not used for margin covering, free from any obligations from your Account without closing the said Account.

The Company reserves the right to decline a withdrawal request if the request is not in accordance with certain conditions mentioned in this Agreement or delay the processing of the request if not satisfied on full documentation provided.

It is within your terms that any incurring bank fees will be paid by you in case of funds withdrawals from your trading account to your designated bank account. You are fully responsible for the payment details that you provided to the Company and the Company accepts no responsibility if you have provided false or inaccurate bank details.

You agree that any amounts sent by you in the Company's bank accounts, will be deposited to your trading account at the value date of the payment received and net of any charges/fees charged by the Bank Account providers or any other intermediary involved in such transaction process. In order for the Company to accept any deposits by you, the identification of the sender must be verified and ensure that the person depositing the funds is you. If these conditions are not met, the Company reserves the right to refund the net amount deposited via the method used by the depositor.

The Company reserves the right to decline a withdrawal with specific payment method and to suggest another payment method where you need to complete a new withdrawal request. In the event that the Company is not fully satisfied with the documentation provided in relation to a withdrawal request, the Company can request for additional documentation and if the request is not satisfied, the Company can reverse the withdrawal request and deposit the funds back to your trading account.

When a withdrawal application is submitted, the Company will process the withdrawal within one working day. The withdrawal applications which have not been received during business working hours and/or on during business days will be dealt the next business day. When your withdrawal application is approved, it may take time for the banks and/ or payment processors to process the payment, in these cases the Company shall not be held liable for such delays.

In the event that any amount received in the Bank Accounts is reversed by the Bank Account provider at any time and for any reason, the Company will immediately reverse the affected deposit from your trading account and further reserves the right to reverse any other type of transactions effected after the date of the affected deposit. It is understood that these actions may result in a negative balance in all or any of your trading account(s).

You agree to waive any of your rights to receive any interest earned in the funds held in the Bank Account where your funds are kept.

### **Withdrawal Charges**

All withdrawals will be charged with the actual banking charges and commission for outward transfers plus any other out of pocket expenses. For Indicative pricing for outward transfers, now in force, please [click here](#). There is no fee to withdraw via credit card, however, any withdrawal using bank transfer will accompany a processing fee of \$30. Once a withdrawal request is submitted, the Company will process the withdrawal within one working day. The withdrawal applications which have been received during business working hours and/or on during business days will be dealt the next business day. When your withdrawal application is approved, it may take time for the banks and/or payment processors to process the payment, in these cases the Company shall not be held liable for such delays”.

### **INACTIVE DORMANT ACCOUNT PROCEDURE**

You acknowledge and confirm that any trading account held with the Company in which you have not placed a trade and/or made a deposit for a period greater than ninety (90) days, shall be classified by the Company as an Inactive Account.

Inactive Accounts which remain without any type of transaction for a period of six (6) months are considered as dormant.

#### **Handling of Inactive Accounts:**

Inactive accounts with zero balances are closed and the client is advised through an electronic message.

Inactive accounts with balances are charged \$15,00 per month for administration fees for the period they remain inactive and they are closed when their balance becomes nil and the client is advised accordingly. In case where the six months period that the account remains inactive lapses and the account presents a balance less than \$90,00, the account shall be continued to be charged for the administrative expenses till the balances becomes nil and the account is closed.

Accounts with balances over \$90,00 are transferred to dormant accounts.

#### **Handling of Dormant Accounts:**

The Policy of the Company is not to maintain Dormant Accounts. However, in case, for any reason, an inactive account continues to remain inactive for a further period of 6 months the account is considered as Dormant Account.

The Dormant Account is refunded via Bank Transfer\*. If this is not possible and communication with the customer fails the account is closed and the balance is transferred to a separate account called “Unclaimed Balances” after 2 weeks from the date of the 1st Dormant Account Communication.

A list of the accounts transferred to unclaimed balances shall be kept with the Company for a period not less than 5 years.

Unclaimed Balances are transferred to the P&L after 12 months.

\*Withdrawals will be charged with the actual banking charges and commission for outward transfers plus any other out of pocket expenses. For indicative pricing for outward transfers, now in force, [click here](#).

## 18. COSTS AND CHARGES

You shall pay our charges as agreed with you from time to time, any fees or other charges imposed by a clearing organization and interest on any amount due to us at the rates then charged by us. Any alteration to charges will be notified to you before the time of the change.

The exact fee will be based on the currency denomination of the Client Account. Relevant fees and charges are as such;

In case of any value added tax or any other tax obligations that arise in relation to a transaction performed on behalf of you or any other action performed under this agreement for you, the amount incurred is fully payable by you and in this respect, you must pay the Company immediately when so requested and the Company is fully entitled to debit the account of you with the outstanding amount to be settled (excluding taxes payable by the Company in relation to Company's income or profits).

**Incomplete Application Fee:** Where the verification of the Client's identity has not been completed in time (within 15 days from the opening of the account) the client's account shall be suspended. Deposited amount less an administration fee of \$30 shall be refunded to the origination account.

**Inducements:** The Company, further to the fees and charges paid or provided to or by the Client or other person on behalf of the Client, may pay and/ or received fees/ commission to/ from third-parties, provided that these benefits are designed to enhanced the quality of the offered service to the Client and not impair compliance with the Company's duty to act in the best interests of the Client. The Company may pay fee/ commission to Affiliates, Introducing Brokers, referring agents or other third parties on a written agreement. This fee/ commission is related to a fixed amount per referred Client. The Company has the obligations and undertakes to disclose to the Client, upon his/ her request, further details regarding the amount of fees/ commission or any other remuneration paid by the Company to any third parties. The Company may also receive fees/ commission as well as other remuneration from third parties based on a written agreement. The Company receives fees/ commission from the counterparty through which it executes transactions. The fee/ commission is related to the frequency/ volume of transactions executed through the counterparty. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commission or any other remuneration received by the Company from third parties. However, for SwissCapitalFX "fair play" goes without saying, therefore it is really important for us that our co-operators/IBs share the same view and follow these regulations as well. Failure to do so will lead to the termination of our Agreement.

## COMPANY LIABILITY AND INDEMNITY

It shall be noted that the Company and any entity related to the Company, will perform transactions in good faith and with proper due diligence but shall not be held liable for any omission, deliberate omission or fraud by any person, firm or company from whom the Company receives instructions for the execution of the Orders and/or from which transactions are carried out on behalf of you, including where this would be the result of negligence, deliberate omission or fraud on the part of the Company.

The Company will not be held liable for any lost opportunities by you that have resulted in either losses or reduction (or increase) in the value of your Financial Instruments.

In case the Company incurs any claims, losses, damage, liability or expenses that arise throughout the provision of the Services and all related operations that are performed as a mean for these Services to be performed to you as these are agreed in this Agreement or in relation to the potential disposal of your

Financial Instruments, you are fully liable for these losses/ expenses/ liabilities/ claims whereas the Company bears absolutely no responsibility and it is therefore your responsibility to indemnify the Company for the aforementioned. However, the Company's charges, fees, commissions etc. or client's trading losses will not exceed client's available balance.

The Company shall not be held liable for any damage caused to you as a result of any omission, negligence, deliberate omission or fraud by the bank where the Company's bank account is maintained.

The Company shall not be held liable for the loss of Financial Instruments and funds of you in cases where your assets are kept by a third party such as a bank, or for an act, which was carried out based on inaccurate information at its disposal prior to being informed by you, of any change in the said information.

The Company makes every effort to ensure that the Banks and institutions to which your funds and/ or Financial Instruments are deposited are of good standing and reputation. However, the Company shall not be held liable in the event of a loss resulting from deterioration of the financial standing of a bank or institution, or for an event such as a liquidation, receivership or any other event that causes the Bank or institution of a failure and therefore leads to a loss of all or part of the funds deposited.

Without prejudice to any other terms of this Agreement, the Company will not be liable for:

- Systems errors (Company's or service providers)
- Delays
- Viruses
- Unauthorized use
- For any act taken by or on the instruction of a Market, clearing house or regulatory body.

The Company shall not be liable to you for any partial or non-performance of its obligations hereunder by reason of any cause beyond reasonable control of the Company, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of the Company's custodian, sub-custodian, dealer, Market, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

Neither the Company nor its directors, officers, employees, or agents shall be liable for any losses, damages, costs or expenses, whether arising out of the client's negligence, breach of contract or otherwise, incurred or suffered by you under this Agreement (including any Transaction or where the Company has declined to enter into a proposed Transaction). In no circumstance, shall the Company have liability for losses suffered by you or any third party for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement, whether arising out of the client's breach of contract, or otherwise.

You shall pay to the Company such sums as it may from time to time require in or towards satisfaction of any debit balance on any of your accounts with the Company and, on a full indemnity basis, any losses, liabilities, costs or expenses (including legal fees), taxes, imposts and levies which the Company may incur or be subjected to with respect to any of your accounts or any Transaction or any matching Transaction on a Market or with an intermediate broker or as a result of any misrepresentation by you or any violation by you of your obligations under this Agreement (including any Transaction) or by the enforcement of the Company's rights. However, the Company's charges, fees, commissions etc. cannot exceed client's available balance.

You acknowledge that you have not relied on or been induced to enter into this Agreement by a representation other than those expressly set out in this Agreement. The Company will not be liable to you for a representation that is not set out in this Agreement and that is not fraudulent.

## **19. DURATION OF THE AGREEMENT AND AMENDMENT THEREOF**

This Agreement shall be valid for an indefinite time/ period until its termination from either the Company or you or both. This Agreement is considered valid only when the Client will do his/ her first deposit with the Company.

The Agreement may be amended on the following cases:

- a) Unilaterally by the Company if such amendment is necessary following new market developments. Will be communicated in writing or per electronic mail or through its main webpage and your consent shall not be required for any such amendment.
- b) In cases where the amendment of the Agreement is not required by any change in the legal framework, the Company shall notify you of the relevant amendment through its main webpage and/ or via email. If objections arise, you may terminate the Agreement within 7 (seven) days from the notification by sending a registered letter and on the condition that all pending transactions on behalf of you shall be completed. Upon expiry of the above deadline without the Client having raised any objection, it shall be considered that you consent and/or accepts the content of the amendment.

## **20. IMPROPER OR ABUSIVE TRADING AND/ OR UNAUTHORISED ACTIVITIES**

The Company's objective is to provide the most efficient trading liquidity available in the form of streaming, tradable prices for most of the financial instruments we offer on the trading platform. As a result of the highly automated nature of the delivery of these streaming, tradable prices, Clients acknowledge and accept that price misquotations are likely to occur from time to time.

Should the Clients execute trading strategies with the objective of exploiting such misquotation(s) or act in bad faith (commonly known as 'sniping') the Company shall consider this as unacceptable behaviour. Should the Company determine, at its sole discretion and in good faith, that any of the Clients and/ or any of his/ her representative trading on his/ her behalf is taking advantage, benefitting, attempting to take advantage or to benefit of such misquotation(s) or that any Client is committing any other improper or abusive trading act such as for example:

- a) orders placed based on manipulated prices as a result of system errors or system malfunctions;
- b) arbitrage trading on prices offered by our platforms as a result of systems errors;
- c) fraud/ illegal actions that led to the transaction;
- d) coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates.

Clients agree and acknowledge that they will not use our products and services for any Unauthorized Activity. "Unauthorized Activity" means any act, including but not limited to money laundering, arbitrage, or trading on off market quotes etc.

In such events and where we reasonably believe that any transaction involves an unauthorized and/ or abusive activity, the Company will have and retain the right to:

- a) adjust the offered pay outs available to such Clients; and/ or
- b) restrict Clients' access to streaming, instantly tradable quotes, including providing manual quotation only; and/ or

- c) obtain from Clients' accounts any historic trading profits that they have gained through such abuse of liquidity as determined by the Company at any time during our trading relationship; and/ or
- d) reject an order or to cancel a trade; and/ or
- e) cancel or reserve any transaction; and/ or
- f) terminate our trading relationship with immediate effect.

The Company has, and will continue to develop any tools necessary to identify fraudulent and/ or unlawful access and use of our Online Trading Facility.

#### **Prohibited and Unlawful Trading Techniques**

The concept of using trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices and/or by taking advantages of internet delays, commonly known as 'arbitrage', 'sniping' or 'scalping' (hereinafter collectively referred to as "Arbitrage"), cannot exist in an OTC market where the Client is buying or selling directly from the Principal.

The Company reserves the right, not to permit the abusive exploitation of Arbitrage on its Online Trading Facility and/ or in connection with its services.

#### **Changes in Market Conditions**

The Company shall have no obligation to contact you to advise upon appropriate action in light of changes in Market Conditions or otherwise. Clients agree and acknowledge that trading in Over-The-Counter Market Contract for Differences - CFDs is highly speculative and volatile and that, following execution of any transaction, Clients are solely responsible for making and maintaining contact with us and for monitoring open positions and ensuring that any further instructions are given on a timely basis.

## **21. CFD TRADING TERMS**

#### **Contracts for Differences**

A contract for difference ('CFD') is an investment contract for which the profit or loss is the difference between the opening and closing price of the contract. The price of a CFD is determined by reference to the price of another financial instrument, such as shares, indices, commodities, or fixed-income securities.

#### **Overnight Interest**

A daily financing charge may apply to each Forex, CFDs, open position at the closing of the Company's trading day as regards that Forex, CFD. If such financing charge is applicable, it will either be requested to be paid by Customer directly to the Company it will be paid by the Company to Customer, depending on the type of CFD and the nature of the position Customer holds. The method of calculation of the financing charge varies according to the type of CFD to which it applies. The financing charge will be credited or debited (as appropriate) to Customer's account on the next trading day following the day to which it relates.

The Company reserves the right to change the method of calculating the financing charge, the financing rates and/or the types of CFDs to which the financing charge applies. For certain types of CFDs, a commission is payable by Customer to open and close CFD positions. Such commission payable will be debited from Customer's account at the same time as the Company opens or closes the relevant CFD. Changes in our swap interest rates and calculations shall be at our own discretion and shall be communicated with the clients in a durable medium preceding the imposition of such charges. Clients need to always check information for the current rates charged. Information concerning the swap rates for each Instrument is displayed in the on the Trading Platform. Rates may change quickly due to market conditions (changes in interest rates, volatility, liquidity etc) and due to various risk related matters that are at the firm's sole discretion. However, should any changes incurred concerning clients' burden such

as charges, fees commissions, levies including interest rates charged etc will be communicated to the clients in a durable medium preceding the imposition of such charges.

Any open CFD transaction held by Customer at the end of the trading day as determined by the Company or over the weekend, shall automatically be rolled over to the next business day so as to avoid an automatic close and financial settlement of the transaction. Customer acknowledges that when rolling over such transactions to the next business day, a premium may be either added or subtracted from Customer's account with respect to such transaction. Information concerning the swap rates for each Instrument is displayed in the "details" link for each specific Instrument on the Trading Platform.

### **Expiry Transactions and rollover**

Trades in CFDs linked to the market price of a certain base asset, including the market price of future contracts. A few days prior to the expiration date of the base asset to which the CFD linked, the base asset shall be replaced with another asset, and the quotation of the CFD shall change accordingly.

For certain Instruments on our platform that are based on Futures Contracts, we may, in our sole and absolute discretion, set an Expiry Date and time for a specific Instrument. Information concerning the expiration date for each Instrument is displayed in the on the Trading Platform.

In the event we set an Expiry Date for a specific Instrument, it will be displayed on the Trading Platform in the details link for each specific Instrument. You acknowledge that it is your responsibility to make yourself aware of the Expiry Date and time.

If you do not close an open Transaction with respect to an Instrument which has an Expiry Date, prior to such Expiry Date, the Transaction shall automatically close upon the Expiry Date. The Transaction shall close at a price which will be the last price quoted on the Trading Platform immediately prior to the applicable Expiry Date and time.

### **Types of Orders**

Orders may be placed as market orders to buy or sell as soon as possible at the price obtainable in the market, or on selected products as limit stop orders to trade when the price reaches a predefined level. Limit orders to buy and stop orders to sell must be placed below the current market price, and limit orders to sell and stop orders to buy must be placed above the current market price. If the bid price for sell orders or ask price for buy orders is reached, the order will be filled as soon as possible at the price obtainable in the market. Limit and stop orders are executed consistent with the Company's Order Execution Policy and are not guaranteed executable at the specified price or amount, unless explicitly stated by the Company for the specific order.

### **Execution Practices in the Financial Instruments**

#### **Slippage**

You are warned that Slippage may occur when trading in Financial Instruments. This is the situation when at the time that an Order is presented for execution, the specific price showed to the Client may not be available; therefore, the Order will be executed close to or a number of pips away from the Client's requested price. So, Slippage is the difference between the expected price of an Order, and the price the Order is actually executed at. If the execution price is better than the price requested by the Client, this is referred to as positive slippage. If the executed price is worse than the price requested by the Client, this is referred to as negative slippage. Please be advised that Slippage is a normal element when trading in financial instruments. Slippage more often occurs during periods of illiquidity or higher volatility (for example due to news announcements, economic events and market openings and other factors) making an Order at a specific price impossible to execute. your Orders may not be executed at declared prices. Slippage may appear in all types of accounts we offer. It is noted that Slippage can occur also during Stop loss orders, Limit orders, and other types of Orders. We do not guarantee the execution of your Pending Orders at the price specified. However, we confirm that your Order will be executed at the next best available market price from the price you have specified under your pending Order.

### **General terms of Use**



The Client hereby acknowledges and agrees that the Company may, in its sole discretion, add, remove or suspend from the Platform, any Financial Instrument, on any type of Underlying Asset or Market, from time to time in the event of a stock transformation event (for example as the result of a takeover, share consolidation/ split, merger, spinoff, nationalisation, de-listing, etc.) or if no Client Positions are held in a particular Financial Instrument at that time. Additionally, in the event we are no longer able to continue to provide an instrument in its existing format, we reserve the right, in our sole discretion, to amend the content or terms of an instrument including its expiry date, trading hours or any other parameters in the instrument details tab by providing you with notice.

### **Maintaining Account status**

In order to maintain a certain account status, you must accumulate a minimum monthly sum of trader points that are required for that account status. You can simply return to any account status by fulfilling the monthly trader points requirement for that account level as long as you meet the minimum deposit criteria or by making minimum required deposits that will automatically upgrade you to the next account level. The monthly trader points requirement and accumulated trader points status can be viewed under your account menu.

Benefits – Takeovers and Transformations (including events such as share consolidations/ splits, mergers, takeovers, spinoffs, MBOs, de-listings, etc). Depending on the circumstances of each event, our policy is to close out any customer open Positions at the market price immediately prior to the event taking place. As a result of such event, if any Instrument becomes subject to an adjustment as the result of a takeover or transformation action we shall determine the appropriate adjustment to be made to the contract price or contract quantity as we consider appropriate to account for the diluting or concentrating effect of the action. Such adjustment shall represent the economic equivalent of the rights and obligations of us and you immediately prior to the action.

## **22. TERMINATION**

You have the right to terminate the Agreement by giving the Company at least 7 (seven) days written notice, specifying the date of termination in such, on the condition that in the case of such termination, all Client's Open Positions shall be closed by the date of termination without derogating all the provision aforementioned therein, including charges, fees and penalties.

The Company may terminate the Agreement by giving you a 7 (seven) days written notice, specifying the date of termination therein.

The Company may terminate the Agreement immediately without giving any notice in the following cases:

1. Death of the Client;
2. In case of a decision of bankruptcy or winding up of you is taken through a meeting or through the submission of an application for the aforementioned;
3. Termination is required by any competent regulatory authority or body;
4. You violate any provision of the Agreement and in the Company's opinion the Agreement cannot be implemented;
5. You violate any law or regulation to which you are subject, including but not limited to, laws and regulations relating to exchange control and registration requirements;
6. You involve the Company directly or indirectly in any type of fraud;
7. An Event of Default as defined in Section 24 of this Agreement occurs.

The termination of the Agreement shall not in any case affect the rights which have arisen, existing commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, you shall pay:

1. Any pending fee of the Company and any other amount payable to the Company;
2. Any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
3. Any damages which arose during the arrangement or settlement of pending obligations.

In case of breach by you of this agreement the Company reserves the right to reverse all previous transactions which place the Company's interests and/or all or any its Clients' interests at risk before terminating the Agreement.

The following shall constitute "Events of Default" on the occurrence of which the Company shall be authorized to exercise its rights in accordance with Paragraph below:

- The failure of you to observe or perform any other provision of this Agreement and such failure continues for one Business Day after notice of non-performance has been provided to you by the Company.
- The commencement by a third party of procedures seeking your bankruptcy (in case of natural person) or your insolvency or other similar voluntary case of liquidation (in case of legal person) under the applicable laws or any other similar proceedings which are analogous to those pre-mentioned in relation to you.
- You take advantage of delays occurred in the prices and places Orders at outdated prices, trades at off-market prices and/ or outside operating hours and performs any other action that constitutes improper trading.
- You die or become of unsound mind (if natural person).
- Any representation or warranty made or given or deemed made or given by you under this Agreement proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given.
- Any other situation where the Company reasonably considers it necessary or desirable for its own protection or any action is taken or event occurs which the Company considers that might have a material adverse effect upon your ability to perform any of its obligations under this Agreement.

On the occurrence of an Event of Default the Company shall be entitled to take, in its absolute discretion, any of the following actions at any time and without giving prior notice to you:

- instead of returning to your investments equivalent to those credited to your account, to pay you the fair market value of such investments at the time the Company exercise such right, and/ or
- to sell such of your investments as are in the Company's possession or in the possession of any nominee or third party appointed under or pursuant to this Agreement, in each case as the Company may in its absolute discretion select or and upon such terms as the Company may in its absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realize funds sufficient to cover any amount due by you hereunder, and/ or
- to close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at the Company's sole discretion, the Company consider necessary or appropriate to cover, reduce or eliminate its loss or liability under or in respect of any of your contracts, positions or commitments, and/ or
- to treat any or all Transactions then outstanding as having been repudiated by the Client, in which event the Company's obligations under such Transaction or Transactions shall thereupon be cancelled and terminated.

### **23. ACKNOWLEDGEMENT OF RISKS**

It shall be noted that due to market conditions and fluctuations, the value of Financial Instruments may increase or decrease, or may even be reduced to zero. Regardless of the information the Company may provide to you, you agree and acknowledge the possibility of these cases occurring.

You are aware and acknowledge that there is a great risk of incurring losses and damages as a result of the investment activity (purchase and/or sale of Financial Instruments) through the Company and the Company's Trading Platform and accepts that you are willing to undertake this risk upon entering into this business relationship.

You declare that you have read, understood and unreservedly accepted the following:

1. Information of the previous performance of a Financial Instrument does not guarantee its current and/or future performance. Historical data are not and should not be considered as reflective of the future returns of any Financial Instrument.
2. In cases of Financial Instruments traded in currencies other than the currency of your country of residence, you are running the risk of a change in the exchange rate that will decrease the value and price of the Financial Instruments and in effect their performance.
3. You must be aware that you are running the risk of losing all of your funds invested, and must only purchase Financial Instruments if you are willing to do so, if happened. Further, all expenses and commissions incurred will be payable from you.

The maximum loss that may be incurred by any customer is the amount of money paid by them to the Company including rolling fees for day trade deals.

Each financial contract purchased by a customer via the Company's Website is an individual Agreement made between that customer and the Company, and is not transferable, negotiable or assignable to or with any third party.

### **24. CONFIDENTIAL INFORMATION**

The Company does not have any obligation to disclose to you any information or take into consideration any information either when making any decision or when it proceeds to any act on behalf of you, unless otherwise agreed and stated in this Agreement and where this is imposed by the relevant Laws and Regulations and directives in force.

The Company will never disclose any private or otherwise confidential information in regards to our Clients and former Clients to third parties without the express, written consent of our Clients, except in such specific cases in which disclosure is a requirement under law, or is otherwise necessary in order to perform verification analysis on the Client's identity for the purposes of safeguarding their account and securing their personal information.

The Company will handle all of your personal data according to the relevant Laws and Regulations for the protection of Personal Data.

Company may be legally obliged to pass on the information and other financial information with respect to your financial accounts to the Marshall Island tax authorities and they may exchange this information with tax authorities of another jurisdiction or jurisdictions pursuant to intergovernmental agreements to exchange financial account information.

The Client shall be responsible to provide accurate information for the CRS purposes and the company shall not be held liable if any misleading and/or false information will be reported to the tax authorities of another jurisdiction or jurisdictions pursuant to intergovernmental agreements to exchange financial account information.

By accepting this Agreement, you consent that you have read and accepted the terms of the “Privacy Policy” that the Company has adopted as this Policy is mentioned in detail in the Company’s main Website public and available to all Clients.

Unless the contrary is specifically provided, any notice, instructions, authorizations, requests or other communications to be given to the Company by you under the Agreement shall be in writing and shall be sent to the Company’s mailing address as indicated in the Company’s Website or to any other address which the Company may from time to time specify to you for this purpose and shall take effect only when actually received by the Company, provided they do not violate and are not contrary to any term of this Agreement.

The Company reserves the right to specify any other way of communication with you.

You acknowledge that the Company might record telephone conversations between you and the Company without use of a warning tone to ensure that the material terms of the Transaction, and any other material information relating to the Transaction is promptly and accurately recorded. Such records will be the Company’s sole property and accepted by you as evidence of the Orders or instructions given.

## **25. COMPLAINTS PROCEDURE**

The Company is obliged to put in place internal procedures for handling complaints fairly and promptly. You may submit a complaint to the Company via email. The Company will send to you a written acknowledgement of its complaint promptly following receipt, enclosing details of the Company’s complaints handling procedures.

## **CONFLICT OF INTEREST**

Under Applicable Regulations the Company is required to have arrangements in place to manage conflicts of interest between the Company and its Clients and between other Clients. The Company will make all reasonable efforts to avoid conflicts of interest when they cannot be avoided the Company shall ensure that you are treated fairly and at the highest level of integrity and that their interests are protected at all times.

You acknowledge and accept that you have read and accepted the “Conflicts of Interest Policy”, which was provided to you during the registration process and is uploaded on the Company’s official Website.

## **26. GENERAL PROVISIONS**

You acknowledge that no representations were made to you by or on behalf of the Company which have in any way incited or persuaded you to enter into the Agreement.

In case any provision of the Agreement is or becomes, at any time, illegal void or non-enforceable in any respect, in accordance with a law and/ or regulation of any jurisdiction, the legality, validity 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.

All transactions on behalf of you shall be subject to the laws which govern the establishment and operation, the regulations, arrangements, directives, circulars and customs (jointly hereinafter called the “Laws and Regulations”) of the Marshall Islands).

You shall take all reasonably necessary measures (including, without prejudice to the generality of the above, the execution of all necessary documents) so that the Company may duly fulfil its obligations under the Agreement.

The location of detailed information regarding the execution and conditions for the investment transactions in Financial Instruments conducted by the Company and other information regarding the

activity of the Company are accessible and addressed to any natural persons and legal entities at the Company's Website over the Internet.

The provisions of the Terms and Conditions and/ or any other policies and/ or any other content included in the official Website of the Company expressed in the English language shall prevail over the provisions of any other translation of the same documents in whichever language the potential translation might be.

## **27. APPLICABLE LAW, JURISDICTION**

This Agreement and all transactional relations between you and the Company are governed by the Laws of the Marshall Islands and the competent court for the settlement of any dispute which may arise between them shall be the District Court of the district in which the Company's headquarters are located.