



Terms and Conditions

# General Terms of Use

---

**BABA INVESTMENT (SVG) LLC**

(Last Updated on JAN 2023)



## Table of Contents

1. INTRODUCTION .....	4
2. DURATION AND TERMINATION OF THE AGREEMENT .....	4
3. CLIENT CLASSIFICATION.....	5
4. CAPACITY .....	5
5. PERSONAL DATA, CONFIDENTIALITY AND RECORDING OF TELEPHONE CALLS AND PRINTED MEDIA STORAGE.....	5
6. SERVICES .....	7
7. MISCELLANEOUS.....	9
8. REGULATORY PROVISIONS .....	10
9. APPLICABLE AND GOVERNING LAW.....	11
10. SEVERABILITY .....	11
11. NON-EXERCISE OF RIGHTS.....	11
12. ASSIGNMENT AND NOVATION .....	11
13. NETTING AND SET-OFF .....	11
14. CURRENCY.....	12
15. COMMISSIONS, CHARGES AND OTHER COSTS .....	12
16. DEPOSITS AND WITHDRAWALS .....	13
17. DEPOSITS AND WITHDRAWALS FEES.....	17
18. CLIENT MONEY .....	17
19. COMMUNICATIONS AND WRITTEN NOTICES .....	18
20. COMPLAINTS.....	19
21. ELECTRONIC SIGNATURE .....	19
22. FORCE MAJEURE .....	20
23. TIME OF ESSENCE .....	21
24. EVENTS OF DEFAULT .....	21
25. TERMS AND TERMINATION .....	23

<b>26. BUSINESS INTRODUCER .....</b>	<b>24</b>
<b>27. LIMITATIONS OF LIABILITY AND INDEMNITY .....</b>	<b>24</b>
<b>28. REPRESENTATIONS AND WARRANTIES .....</b>	<b>26</b>
<b>29. TAX IMPLICATIONS .....</b>	<b>27</b>
<b>30. CONFLICTS OF INTEREST .....</b>	<b>27</b>
<b>31. CLIENT ACKNOWLEDGEMENTS OF RISK AND CONSENTS.....</b>	<b>28</b>
<b>32. AMENDMENT .....</b>	<b>30</b>
<b>33. BINDING EFFECT.....</b>	<b>31</b>
<b>34. CONFIRMATION.....</b>	<b>31</b>
<b>SCHEDULE A: Interpretation of Terms.....</b>	<b>31</b>

## 1. INTRODUCTION

- 1.1. This Agreement is entered by and these Terms & Conditions (hereinafter referred to as the “Company”, “we”, “us” and “ours”) shall regulate the relationship between BABA INVESTMENT (SVG) LLC, with company No. 419 LLC 2020, and registered at: First Floor, SVG Teachers Credit Union Uptown Building, Corner of James and Middle Street, Kingstown P.O., St. Vincent and the Grenadines (hereinafter referred to as the “Company”)
- 1.2. This Agreement, as amended from time to time, set out the terms upon which we shall deal you in respect of Instruments. By entering into this Agreement, you accept and consent to the said agreement.
- 1.3. The Agreement shall govern all of your trading activities and non-trading operations with us, and you shall read carefully. In addition, it sets out the matters, which we are required to disclose to you under the Applicable Regulations.
- 1.4. The Agreement overrides any other agreements, arrangements, express or implied statements made by us or any other introducer(s).
- 1.5. **FOR YOUR BENEFIT AND PROTECTION, YOU SHALL ENSURE TO TAKE SUFFICIENT TIME TO READ THIS AGREEMENT AS WELL AS ANY OTHER ADDITIONAL DOCUMENTATION AND INFORMATION AVAILABLE TO YOU VIA OUR WEBSITE PRIOR TO OPENING AN ACCOUNT AND/OR CARRYING OUT ANY ACTIVITY WITH US. YOU SHALL CONTACT US FOR ANY FURTHER CLARIFICATION OR SEEK INDEPENDENT PROFESSIONAL ADVICE (IF NECESSARY).**

## 2. DURATION AND TERMINATION OF THE AGREEMENT

- 2.1. This Agreement shall be concluded for an indefinite term.
- 2.2. The Agreement will take effect when we send a notice to you confirming that your Account has been opened and upon the first funding of your Account.
- 2.3. According to your Account Rank, you must deposit a minimum initial deposit applicable for that Account Rank. You cannot start trading if you have less than the minimum initial deposit. If you have less than the minimum amount of initial deposit, we have the right but not an obligation to change your Account Rank so as to allow you start trading.
- 2.4. We are not required to (and may be unable to under Applicable Regulations) accept you until we receive all documentation we require from you are properly and fully completed by you and all internal checks have been satisfied.
- 2.5. You have the right to cancel the Agreement by giving the notice in writing withing the first fourteen (14) days of the account being activated. We shall return to you any amount you have transferred to us, subject to you not having entered into any trades via our platform(s).
- 2.6. Where the Agreement has not been cancelled, it will continue to be in effect until its termination, in accordance with the provisions contained in the “Termination” section of this document.

### 3. CLIENT CLASSIFICATION

- 3.1. You understand and acknowledge Retail Clients have the highest level of protection whereas Professional Clients and Eligible Counterparties are considered to be more experienced, informed, skilled and able to estimate their risk, therefore are provided with a lower level of protection.
- 3.2. We will classify you as a Retail Client, Professional Client or Eligible Counterparty, depending on the information you provide.
- 3.3. You accept that when classifying your Client type, we will rely on the accuracy, completeness and correctness of the information you provide and you have the responsibility to immediately notify us in writing if such information changes.
- 3.4. We reserve the right to review your Client type and re-categorise you as a different type of Client if this is deemed necessary (subject to Applicable Laws).

### 4. CAPACITY

- 4.1. In relation to any Transaction, you act as a principal and not as agent or representative or trustee or custodian on behalf of someone else. This means unless otherwise agreed, all obligations under this Agreement are owed only to you and you are responsible for performing the Client obligations towards us under this Agreement.
- 4.2. If you act in relation to or on behalf of someone else, whether or not you identify that person, we shall not accept that person as an indirect Client and shall accept no obligation to that person, unless otherwise specifically agreed.
- 4.3. You may act on behalf of someone else as being authorized by that person only if we specifically consent to this in writing and provided all the documents we require from you for this purpose are received.

### 5. PERSONAL DATA, CONFIDENTIALITY AND RECORDING OF TELEPHONE CALLS AND PRINTED MEDIA STORAGE

- 5.1. We acknowledge that confidential information regarding your personal details is of valuable, special and unique asset and as such belongs to you and that such information will not be used to advance the interests of any person(s) other than you.
- 5.2. We procure that its employees, Service Providers, to whom the confidential information is disclosed, are informed of such nature and the employees and we shall limit the disclosure of your personal information on a need to know basis only.
- 5.3. We will protect your rights regarding the privacy, confidentiality and anonymity of any information furnished to us and all data so furnished will be processed fairly and legally and will be collected for specified and legitimate purposes.
- 5.4. This information may be used by us and our affiliates to keep you informed about other products, services and offers (including those supplied by third parties) which we think may be interested to you, using the range of methods, including but not limited to post, facsimile, electronic, mail, telephone, SMS etc.

- 5.5. We may collect your information directly from the or from other persons including, for example, credit reference agencies, fraud prevention agencies and the providers of public register.
- 5.6. We will use, store, process and handle your personal information in connection with the provision of the Services, in accordance with the Applicable Regulations.
- 5.7. Your information which we hold is to be treated by us as confidential and will not be used for any purpose other than in connection with the provision of the Services. Information already in the public domain, or already possessed by us without a duty of confidentiality will not be regarded as confidential.
- 5.8. We have the right to disclose your information and, recordings and documents of a confidential nature, without a prior notice you, in order to provide the services under this Agreement, to cooperate with local or foreign regulatory authorities and entities, fraud and prevention agencies and other organizations involved in crime, to comply with any legal official request, and as necessary to protect any of our legal obligation and/or rights in the following circumstances:
- a. Where required by law or a competent Court;
  - b. Where requested by applicable regulatory authority;
  - c. To the authorities to investigate or prevent fraud, money laundering or other illegal activity, to credit reference and fraud prevention agencies and other financial institutions for credit checking, fraud prevention and anti-money laundering purposes;
  - d. To any third party as necessary to carry out Client Instructions or Orders and for purposes for purposes ancillary to the provision of the Services;
  - e. For the purposes of credit assessments or identification or due diligence of the Client or statistical analysis of the Company's business;
  - f. To our 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. Where necessary in order for us to defend or exercise its legal rights;
  - h. At your request or with your consent;
  - i. To our Affiliate;
  - j. In compliance with the Foreign Accounting Tax Compliance Act (FATCA), and the Common Reporting Standard (CRS).
- 5.9. If you are an individual, we are obliged to supply you, on request, with a copy of personal data which it holds about you (if any), provided that you pay a fee.
- 5.10. By entering into this Agreement, you will be consenting to the transmittal of your personal data outside the European Economic Area, according to the Applicable Regulations.
- 5.11. Telephone conversations between you and us may be recorded and recordings will be our sole property. You accept such recordings as conclusive evidence of the Orders/Instructions/Requests or conversations so recorded.

- 5.12. You acknowledge and agree that we may reduce all documentation relating to your account(s), including but not limited to the documents provided by you when opening account(s) with us, by utilizing a printed media storage device such a micro-fiche or optical disc imaging and agree to permit the records by such printed media storage device(s) and or method(s) to serve as a complete, true and genuine record of your account(s) documents and signatures.
- 5.13. You understand that all communication regarding your account(s), order/request(s) for acquiring Financial Instruments, between you and us, may be recorded, and you irrevocably consents to such recordings and waives all rights to object to the admissibility of such recordings in any legal matters and/or proceedings or as we otherwise deem appropriate, at any given time or within any country.
- 5.14. You accepts that we may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with you by telephone, fax, or otherwise.

## 6. SERVICES

- 6.1. Subject to your obligations under the Agreement being fulfilled, we may at its discretion offer the following services to you:
- Receive and transmit orders or arrange orders for execution (on an own account basis) for the Client in Instruments.
  - Grant credit to you (as and if applicable), to allow you to carry out a transaction in one or more Financial Instruments, as described in the present clause, provided that we are involved in the aforesaid transaction;
  - Provide safekeeping and administration of financial instruments for your account (as and if applicable), including custodianship and related services such as cash/collateral management;
  - Provide you access to Investment Research data which may be relevant for your consideration.
- 6.2. We are under no obligation, unless otherwise agreed in the Agreement, to monitor or advise you on the status of any Transaction; to make margin calls; or to close out any of your Open Positions. When we decide to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation.
- 6.3. You understand that CFDs are derivative products, and therefore you will not be entitled to own any underlying instrument. You also understand that you are not allowed physical delivery of the Underlying Asset in a CFD in relation to any Transaction.
- 6.4. We reserve the right, if it is deemed necessary, to delay confirmation of order/request(s) and/or transactions for your account(s).
- 6.5. We reserve the right, if it is deemed necessary, to reserve any order/request(s) and/or transactions for your account(s) or not to execute all of those order/request(s) and/or transactions.
- 6.6. We reserve the right, if it is deemed necessary, to reject partially or in full any order/request(s) and/or transactions for your account(s).



- 6.7. We reserve the right, at its discretion, at any time to withdraw the whole or any part of the Services on a temporary or permanent basis and you agree that we will have no obligation to inform you of the reason.
- 6.8. We will not advise you about the merits of a particular Transaction or give him any form of investment advice and you acknowledge that the Services do not include the provision of investment advice. you alone will make trading and other decisions based on your own judgement.
- 6.9. We will not be under any duty to provide you with any legal, tax or other advice relating to any Transaction. You may wish to seek independent advice before entering into a Transaction. In asking us to enter into any Transaction, you represent that you have been solely responsible for making your own independent appraisal and investigation into the risks of the Transaction. You represent that you have sufficient knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any Transaction. We give no warranty as to the suitability of the products traded under this Agreement and assumes no fiduciary duty in its relations with you.
- 6.10. We shall not provide physical delivery of the Underlying Asset of an Instrument in relation to any Transaction. Profit or loss in the Currency of the Trading Account is deposited in/withdrawn from the Trading Account once the Transaction is closed.
- 6.11. We or our Service Provider(s) may, from time to time and at its discretion, provide with information, recommendations, news, market commentary or other information but not as a service. Where it does so:
- a. We will not be responsible for such information;
  - b. We give no express or implied representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax consequences of any related Transaction;
  - c. This information is provided solely to enable you to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to you;
  - 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, you agree that you will not pass it on to any such person or category of persons;
  - e. You accept that prior to dispatch, we may have acted upon it itself to made use of the information on which it is based. We do 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;
  - f. You hereby waive any defense in cases where such information or instructions were not in writing.
- 6.12. You acknowledge that any trading recommendations, market, or other information communicated to you by us, although based upon information obtained from sources believed by us to be reliable, may be incomplete or inaccurate, may not be verified, may defer from information given to other clients, and may be changed without notice to you.



- 6.13. You acknowledge that we or one or more of our affiliates may have a position to buy or sell Financial Instruments which are the subject of information or recommendations furnished to you and that these positions and transactions may not be consistent with the information furnished to you.
- 6.14. Market commentary, news, or other information are subject to change and may be withdrawn at any time without notice.
- 6.15. In providing you with reception and transmission services we are not required to assess the suitability of the financial instrument in which you wish to transact, nor the service(s) provided or offered to you. As a result you will not benefit from the protection of the Applicable Regulations as regards assessment of suitability.
- 6.16. We are obliged under Applicable Regulations to obtain information about your knowledge and experience in the investment field so that we can assess whether the service or product envisaged is appropriate for you. If you elect not to provide such information, or if you provide insufficient information, we will not be able to determine whether the service or product envisaged is appropriate for you. We shall assume that information about your knowledge and experience provided from you to us is accurate and we will have no responsibility to you if such information is incomplete or misleading or changes or becomes inaccurate unless you have informed us of such changes.
- 6.17. We are authorized, in its sole discretion, to employ clearing members and floor brokers as your agents in connection with the execution, carrying, clearance, delivery and settlement of any such purchases and sales of Financial Instruments.

## 7. MISCELLANEOUS

- 7.1. We may, in its discretion, suspend your Account at any time for any good reason with or without Written Notice to you.
- 7.2. Any liability of you to us under the Agreement may in whole or in part be released, compounded, compromised, waived or postponed by us in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by us of a breach of any of the terms of the Agreement or a default under these terms will not prevent or act as an estoppel on us from subsequently requiring compliance with the waived obligation.
- 7.3. All rights and remedies provided to us under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 7.4. We have the right to delete Error Quotes (Spikes) from the Server's Quotes Base and any orders executed respectively.
- 7.5. In the event of your death or mental incapacity, any funds available in your account shall form part of your estate.
- 7.6. You may administer your Account via the Client Portal.
- 7.7. You agree that we may, from time to time, change the account number assigned to any Account covered by this Agreement, without this affecting the continuity and legal force and effect of the Agreement.
- 7.8. You agree that if your Account is closed and then reactivated/reopened it will continue to be covered by this Agreement, unless we have terminated the Agreement and a new agreement was signed.

- 7.9. You acknowledge and confirm that any account(s), held with us, without any trading activity and/or accounts that are inactive and or remain non-operational and/or holding zero balance/equity for a period of 90 days and more, are considered to be Dormant accounts.
- 7.10. You further acknowledge and confirm that such dormant accounts will be subject to relevant charge/cost(s), relating to the maintenance/administration of such accounts. You agree that when an account is classified as dormant we have the right to charge an 'inactivity fee' of 15 USD, 15 EUR, 15 GBP or 15 PLN (depending on the base currency of the client account) per month, which will be charged and debited from the balance of the specific account until your account has the required funds available and/or until a zero balance/equity is reached. You understand that such an 'inactivity fee' shall not in any case give a minus balance to your account.
- 7.11. You further agree that any Dormant account which continues to be dormant for a total period of twelve (12) months, is considered to be Closed on the first day after twelve (12) months of no transactions.
- 7.12. You accept that both Dormant and Closed accounts will be frozen immediately, and you will not be permitted to undertake any further transaction in such Dormant or Closed account.
- 7.13. You agree that in order for a Dormant or Closed account to be re-activated you shall proceed with our Due Diligence procedures and by funding your account and conducting at least one (1) trade with us.
- 7.14. This Agreement shall apply in relation to any additional Client Accounts opened in your name with us, with the exception of any account for which a new Agreement is specifically signed.

## 8. REGULATORY PROVISIONS

- 8.1. Notwithstanding any other provision of this Agreement, in providing Services to you, we 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.
- 8.2. We are authorized to disclose information relating to you and/or your Transactions and account to applicable regulatory bodies as required by law.
- 8.3. We shall not be liable to you as a result of any action taken by us or its agents in compliance with any of the foregoing rules or laws.
- 8.4. In any case of failure by us or its agents to comply with any of the foregoing rules or laws shall not relieve you of any obligation under this Agreement nor be construed to create rights under this Agreement in favour of you against us.
- 8.5. In the event that any term of this Agreement be inconsistent with a requirement set by regulatory authority and/or the law, whereas such new requirement was incorporated after the production of this Agreement, we will update terms and conditions of this Agreement, to comply with new regulatory requirement and/or the law, while such changes will automatically be applicable to the relationship between you and us.
- 8.6. Any reference to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment.

- 8.7. Under Applicable Regulations, we will keep your records for at least five years after termination of the Agreement.

## 9. APPLICABLE AND GOVERNING LAW

- 9.1. If a settlement is not reached by the means, all disputes and controversies arising out of or in connection with the Agreement shall be finally settled in court in St. Vincent and the Grenadines
- 9.2. This Agreement and all transactional relations between the parties are governed by the Laws of St. Vincent and the Grenadines.
- 9.3. All transactions on behalf of you shall be subject to the laws of St. Vincent and the Grenadines. We shall be entitled to take or omit to take any measures, which it considers desirable in view of compliance with the Laws and Regulations in force at the time. Any such measures as may be taken and all the Laws and Regulations in force shall be binding on you.
- 9.4. No action, regardless of form, arising out of transactions under this Agreement may be brought by the you after three months have elapsed from the day that the cause of action arose.
- 9.5. In cases that for any reason, any term and condition is deemed invalid or unenforceable, such provision will be excluded and remaining provisions will remain in full force and effect.

## 10. SEVERABILITY

- 10.1. If any court or relevant authority finds any part of these Terms and Conditions to be invalid or unenforceable, the remaining parts of the Terms and Conditions will remain in full force and effect.

## 11. NON-EXERCISE OF RIGHTS

- 11.1. Our failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Agreement, or our failure to exercise any or part of any of right or remedy to which the we are entitled under this Agreement, shall not constitute an implied waiver thereof.

## 12. ASSIGNMENT AND NOVATION

- 12.1. We may at any time transfer, assign or novate any of its rights, benefits or obligations under this Agreement subject to providing notification to you.
- 12.2. You may not transfer, assign, and/or novate these Terms and Conditions and/or any of your rights and/or obligations to another person, whether by operation of law or otherwise, or whether on a permanent or temporary basis without our prior written agreement.

## 13. NETTING AND SET-OFF

- 13.1. We convert the amounts payable by you into the Currency of your Account at the relevant exchange rate for spot dealings in the foreign exchange market.

- 13.2. If your aggregate amount payable is equal to the aggregate amount payable by us, then automatically the mutual obligations to make payment are set-off and cancel each other.
- 13.3. If the aggregate amount payable by one party 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.
- 13.4. We have 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.
- 13.5. All Financial Instruments, funds, securities and other property in the Client's account(s) or elsewhere now or at any time in the future held by the Company for any purpose, including safekeeping, are subject to a security interest and general lien in the Company's favour to secure any indebtedness at any time owed by the Client, including any indebtedness resulting from any guarantee of a transaction of an account(s) of the Client or the Client's assumption of joint responsibility for any transaction of an account(s).
- 13.6. You grant to us the right to pledge, repledge, hypothecate, or invest either separately or with the property of other clients, any securities or other property held by the Company for the Client's account(s) or as collateral therefore, including without limitation to any exchange or clearing house through which transactions of the Client are executed.
- 13.7. We shall be under no obligation to pay to you or to your account(s) for any interest income or benefit derived from such property and funds or to deliver the same securities or other property deposited with or received by us for you.

## 14. CURRENCY

- 14.1. We are entitled, without prior notice to you, to effect any currency conversions which it deems necessary or desirable in order to 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 us at reasonable exchange rates as we shall select, having regards to the prevailing rates.
- 14.2. You will bear all Foreign Currency exchange risk arising from any Transaction or the exercise by the Company of its rights under the Agreement or any law.

## 15. COMMISSIONS, CHARGES AND OTHER COSTS

- 15.1. The provision of services is subject to the payment of costs, fees, commissions, charges, taxes, etc. (the "Costs"). In addition to those Costs, other costs may be due by the Client directly to third parties. You shall be obliged to pay all such costs the commissions, charges and other costs set.
- 15.2. When providing a service to you, we may pay or receive fees, commissions or other non-monetary benefits from third parties as far as permissible under Applicable Regulations. To the extent required by law, we will provide information on such benefits to you on request.
- 15.3. Details of any taxes which we are required to pay on your behalf will be stated on Confirmations issued to you.

- 15.4. You may also be liable for other taxes which are not collected by us and you should seek independent expert advice if you are in any doubt as to whether he may incur any further tax liabilities. Tax laws are subject to change from time to time.
- 15.5. You 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.
- 15.6. You undertake to pay all stamp expenses relating to this Agreement and any documentation, which may be required for the currying out of the transactions under this Agreement.
- 15.7. We may vary its charges from time to time without any consultation or prior consent from you. We will notify you of any changes, before they come into effect, by internal mail via the Trading System, or by email. The variation will take effect from the date, which we specify in its notification to you. We will endeavour to provide you with at least one Business Day notice of such alteration save where such alteration is based on a change in interest rates or tax treatment or it is otherwise impractical for us to do so.
- 15.8. You will pay us any amount which he owes, when due, in freely transferable, cleared and available same day funds, in the currency and to the accounts which will be specified, and without making any off-set, counterclaim, deduction or withholding of you in order to settle any obligations owed by you to us.
- 15.9. You acknowledge and agree that we have the absolute right to detach and acquire any equity owned by you when such equity is generated by a credit granted by us to you.

## 16. DEPOSITS AND WITHDRAWALS

- 16.1. You acknowledge that bank wiring instructions are only provided to him by us along with the account details and confirmation letter.
- 16.2. We do not accept funds and/or payments for any trading account via a third party and we will not proceed in any funding of a trading account unless the depositor's name matches the name of the trading account holder. Restrictions on third party payments are set by banks and their respective authorities, which have developed extensive procedures, regulations, and laws to stop the transfer of illegal funds, commonly known as money laundering. This agreement provides you with the assurance that funds from your account are never paid out to another party.
- 16.3. Your trading account must be established for trading purposes only. We are not a bank, nor do it keep deposits as a bank. We keep deposits only to maintain margins supporting the trading account and trading activities.
- 16.4. We specify that in any case of funds being deposited and/or payments being processed by any person to us, without that person having a trading account and/or trading activities with us, the full amount of the said fund and/or payment will be returned from us to the person concerned using the same information and depositing channel used by the person for that specific deposit and refund fees may apply.
- 16.5. We actively comply with all anti-money laundering laws and regulations under all applicable domestic laws. On an ongoing basis, the company shall review Clients' account activity for evidence of suspicious

transactions that may be indicative of money laundering activities. This review may include surveillance of:

- a. Money flows into and out of accounts
- b. The origin and destination of wire transfers
- c. Other activity outside the normal course of business

- 16.6. You may deposit funds into your Account at any time. Deposits will be accepted by bank transfer, debit / credit card, or any method of electronic money transfer/electronic wallets (where the originator is the Client) acceptable by us from time to time.
- 16.7. We will affect withdrawals of your funds, either upon the receipt of a form bearing the signature of you which must match the specimen signature of you provided by you to us or upon an application for withdrawal made via the Client Portal. Further, we reserve the right to request additional information and/or documentation in order to be satisfied that your dealings with us, including but not limited to deposits and withdrawals are legitimate and/or for any reason to comply with our regulatory obligations. You accept that under such circumstances there may be a delay with processing the transaction, and/or the transaction may be rejected.
- 16.8. Upon us receiving an instruction from you to withdraw funds from your Account, we shall proceed to paying the said amount within two Business Days once, if the following requirements are met:
  - a. The withdrawal instruction includes all necessary information;
  - b. The instruction is to make a bank transfer to the account of the client; and
  - c. At the moment of payment, the client's free margin exceeds the amount specified in the withdrawal instruction including all payment charges.
- 16.9. Withdrawals will only be affected towards you. We have the right in its absolute discretion not to affect withdrawals to any other third party or account. We will not affect withdrawals to anonymous accounts.
- 16.10. You accept that the full amount of your deposits will be returned by us to you, upon a withdrawal request, to the same bank account and/or credit card and/or electronic wallet account you used for your first deposit.
- 16.11. You acknowledge that We will not proceed with a withdrawal request of you when such a request is sent by a different account name other than the one used by you for your last deposit.
- 16.12. You agree that when making a deposit of a certain amount through a specific bank account and/or card and/or electronic wallet, will be obliged to withdraw the full amount of that specific deposit from that specific bank account and/or card and/or electronic wallet before using another withdrawal method.
- 16.13. We reserve the right to decline a withdrawal request of you asking for a specific transfer method and we have the right to suggest an alternative.
- 16.14. You accept the fact that delays may occur for deposits and withdrawals requests to be processed if we and/or any other bank and/or card processor and/or electronic wallets service provider are unable to verify the information provided by you.



- 16.15. All payment and transfer charges will be borne by you and we shall reflect your Account for these charges, unless otherwise stated by us.
- 16.16. You agree that we have the right to charge you any service fee, including deposit and withdrawal fees, charged by any bank and/or card processor and/or electronic wallets service provider, at any time and at our sole discretion and without the consent of you.
- 16.17. If the Client has any obligation to pay any amount to the Company which exceeds the Equity in the Client Account the Client shall pay the excess amount immediately once the obligation arises.
- 16.18. If the Client makes a payment by bank transfer, by credit card or any other method of electronic money transfer, the Company shall credit the Client Account with the relevant amount within one Business Day after the amount is cleared in the bank account of the Company.
- 16.19. Where a payment is due to the Company by the Client but enough cleared funds are not yet credited to the Client Account, the Company shall be entitled to treat the Client as having failed to make a payment to the Company and to close out the Client's Open Positions, exercise other default remedies against the Client and exercise its rights under the Agreement.
- 16.20. Any amount which is not paid in accordance with clause 21 on the due date thereof shall bear interest at the Applicable Rate plus 4% per annum, for each day for which such amount remains unpaid.
- 16.21. The Client acknowledges and accepts that when his bank and/or card and/or electronic account currency is different from the deposit currency assigned and/or the currency of his trading account, the currency conversion will be performed by the bank and/or card processor and/or electronic wallets service provider of the Client, at the prevailing exchange rate of the day and fees might apply.
- 16.22. The Client is fully responsible for the payment details given to the Company and the Company accepts no responsibility for the Client's funds, if the details provided by the Client are wrong.
- 16.23. Client's deposits and withdrawals by wire transfer are subject to zero fees but other fees may apply by the Banks. Bank fees vary from one transaction to another as each transaction is considered a different case.
- 16.24. The Client agrees that withdrawals will only be credited by wire transfer to the Client's personal bank account. The Company has the right to request the information of the Client's bank account.
- 16.25. The Client hereby confirms and acknowledges that any payment(s) made by Credit Card(s), will bear the Client's name and will be credited into Client's account(s) held with the Company and that the sole purpose for such payments is in accordance with the purpose of this Agreement signed with the Company.
- 16.26. The Client understands and accepts that the name on the credit card must match the name of the client on the account with the company and that any deposits that do not match the above description will be rejected. All fees that apply will be charged to the sender.
- 16.27. The Client accepts the advice of the Company for him to allow the visual contact of the first 6 and the last 4 digits of his card number only; and cover the CVV numbers of the back side of the card before sending a colored scan copy of his Card to the Company, for security purposes. The Client accepts that the rest of the information should remain visible such as the Cardholder Name, Expiry Date and Bank Name.



- 16.28. The Client accepts that the Company has the right to reject any credit card payments coming from high-risk regions.
- 16.29. The Client acknowledge and accept that all credit card transactions (deposits) are non-refundable and irrevocable.
- 16.30. The Client accepts that, for the protection of both the client and the Company, the Company may withhold orders that appear fraudulent for manual review and if necessary call the Client to confirm the order and if the Client cannot be reached within a reasonable period of time, the order may be cancelled.
- 16.31. The Client agrees that in any case of the Company confirming a fraudulent deposit made by the Client through any deposit method, the Company has the right to refund the deposited amount and/or apply a zero balance and equity to the trading account of the said Client and/or close any trading account of the said Client and/or deny the withdrawal of any profits and/or the coverage of any loss and/or waive any liability related to any loss of the client and/or reserve any legal right to take any legal action against the said Client at any jurisdiction.
- 16.32. The Client confirms that the deposits by credit card are subject to zero Company fees. And for some payment methods, transaction fees may apply where the Client engages in withdrawal activity.
- 16.33. The Client further confirms and acknowledges that the right of the Chargeback shall not be permitted in cases when the Company has already executed a requested transaction.
- 16.34. The Client hereby confirms and acknowledges that the right of the Chargeback shall not be permitted if the Credit Card(s) has been stolen.
- 16.35. The Client confirms and acknowledges that due to the type of services and activities provided by the Company, the Client is not permitted to claim that the performance did not correspond to a written description so as to cancel the services. Should the Client request the Chargeback claiming that the performance did not correspond as per the Client's instruction, the Client confirms and acknowledges that the Company has the right to provide any relevant entity/person, with the required documentation in regards to such Client's account(s), in order to prove any transactions/allegation.
- 16.36. The Client confirms and acknowledges that the Company will not be held responsible regarding any delays that may occur in regards to Credit Card(s) transactions, caused by third parties, during the process of such transactions, or due to any other laws/impediments given or made in any jurisdiction at such given time of any such transactions.
- 16.37. In the event of a dispute related to Chargeback, the Client agrees that the Company has the right to withhold the Chargeback in a reserve until the dispute is finalized. The Client understands and agrees that it may happen, as a consequence of the reserved Chargeback, that such Chargeback may reflect on any of the transaction(s) of the Client's account(s).
- 16.38. The Client shall be liable for all and any costs paid to the credit card processor or bank(s), other parties, attorney's fees and other legal expenses, and the reasonable value of the time that the Company spent on the matter, incurred during the process of the dispute resolution.
- 16.39. To the extent permitted by law, the Company may set off against the Balances for any obligation and liability of the Client, including without limitation any Chargeback amounts.
- 16.40. The Client accepts that the Company has the right to apply any exceptions to the terms of this section (section 21) at its sole discretion and for whatever reason and/or when such exceptions are considered

at the opinion of the Company necessary and/or appropriate for the execution of such terms and/or when such terms are impossible to be executed for any reason and/or person.

- 16.41. The Company may, at its sole discretion, arrange for certain actions to be performed by or through a third-party which may be an unaffiliated company, or an affiliate of the Company including unregulated entities, including but not limited to paying agent, payment processors and/or identity and eligibility verifiers ("Third Parties"). Any authority granted by you to the Company, and any limitation of liability of the Company, shall also extend to include its affiliates, agents and any service providers. The Company and the agents, affiliates or service providers acting on behalf of the Company are authorized to perform the services in accordance with clause 21. The Client consents to the Company providing his identifying information to any requesting service provider of the Company.

## 17. DEPOSITS AND WITHDRAWALS FEES

- 17.1. The Client acknowledges and confirms that the Company may, at its own discretion and at any time and/or for whatsoever reason and/or without any prior notification to the client and/or without the prior consent of the client, to increase up to the amount of 1.5% transfer fees.

## 18. CLIENT MONEY

- 18.1. Unless otherwise agreed with the Client in writing and to the extent allowed under Applicable Regulations, the Company will deal with any funds that it holds on the Client Account in accordance with the applicable Regulations. This means that Client funds will be segregated from the Company's own money and cannot be used in the course of its business. The Company will promptly place any Client money into a Segregated Client Account.
- 18.2. 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.
- 18.3. The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.
- 18.4. The Company may hold Client money and the money of other clients in the same bank account (omnibus account).
- 18.5. The Company may deposit Client money with a third party who may have a security interest, lien or right of set-off in relation to that money.
- 18.6. Client money may be held on the Client's behalf with an intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty. The legal and regulatory regime applying to any such person will be different depending on the location of Client's money and in the event of a bankruptcy and/or insolvency and/or any other equivalent act and/or omission and/or failure of that person as to the management of the Client's money, the Client's money will be treated in accordance with the abovementioned applicable rules and laws applicable in the respective jurisdiction. The Company will not be liable for such a bankruptcy and/or insolvency and/or any other equivalent act and/or omission and/or failure of that person and/or acts or omissions of any other third party similar to the person referred in this clause.
- 18.7. 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 the 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.

- 18.8. 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 the Client's money, or the third party's money. The Client acknowledges that in case where a Company's Bank Account is frozen for any given period and for any given reason the Company assumes no responsibility and Client's funds will also be frozen.
- 18.9. The Client agrees that, in the event that there has been no activity in the Client Account Balance for a period of at least six years (notwithstanding any payments or receipts of charges, interest or similar items), the Company may release any Client's money balances from the Segregated Account.
- 18.10. 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 the satisfaction of his obligations.
- 18.11. The Company will carry out reconciliations of records and Client Money with the records and accounts of the money the Company holds in Segregated Client Accounts on a daily basis. If a transfer is required to or from the Segregated Client Account this will be done by the close of business on the day that the reconciliation is performed. The Company has the right, but not an obligation, to carry out reconciliations and transfers more frequently, if it considers that this is necessary to protect the Company's or a Client's interests.
- 18.12. Profit or loss in the currency of the Client Account is deposited in/withdrawn from the Client Account once the Transaction is closed.
- 18.13. The funds credited to the Client's Account by the Company shall not bear interest. The Client by accepting this agreement gives his express consent and waives any of his rights to receive any interest earned on his funds held on the bank accounts of the Company and consents that the Company will benefit from such interest earned to cover registration/ general expenses/ charges/ fees and interest related to the administration and maintenance of the bank accounts.
- 18.14. The Client agrees that the Company shall not be held liable or have any further obligation in the event that any credit or financial institution with which Segregated Funds are held defaults in its obligations with respect to the Segregated Funds.

## 19. COMMUNICATIONS AND WRITTEN NOTICES

- 19.1. In order to communicate with the Client, the Company may use any of the following:
  - a. Email;
  - b. Online Trading System internal mail;
  - c. Facsimile transmission;
  - d. Telephone;
  - e. Post;

- f. Commercial courier service;
  - g. Air mail; or
  - h. Company's Webpage.
- 19.2 In order to communicate with the Client the Company will use the contact details provided by the Client whilst opening the Client Account.
- 19.3 The Client has an obligation to notify the Company immediately of any change in the Client's contact details.
- 19.4 Any communication sent to the Client at the Client's or designated Agent's or representative's address or telephone number, as given to the Company from time to time, shall constitute personal delivery to the Client and the Client hereby waives all claims resulting from failure to receive such communication.
- 19.5 Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.

## 20. COMPLAINTS

- 20.1 If the Client wishes to report an error or a complaint, he must send an email, or call the Company directly and follow the Complaint Handling and Processing Policy.
- 20.2 The Company will provide the Client with a electronic acknowledgement of receipt and will try to resolve any complaints within two (2) months from the date of the receipt of the complaint. If the complaint requires further investigation and the Company cannot resolve it within two (2) months, the Company will issue a holding response, which will indicate when the Company makes further contact.
- 20.3 The client must inform the Company about any trading error within 24 hours from the error time; otherwise the Company will not be able to investigate the error.
- 20.4 Any trading error coming from the company will be amended.
- 20.5 If a situation arises which is not expressly covered by this Agreement, the Parties agree to try to resolve the matter on the basis of good faith and fairness and by taking such action as is consistent with market practice.
- 20.6 The Client has the choice to proceed with further handling of complaint by conducting the Commission.
- 20.7 The Client's right to take legal action remains unaffected by the existence or use of any complaints procedures referred to above.

## 21. ELECTRONIC SIGNATURE

- 21.1 The Client consents and agrees that the use of an electronic signature under the Electronic Signature Law, constitutes as the Client's signature, and has legal effect and will be admissible as evidence in any legal proceedings in any country.
- 21.2 The Client consents and agrees that the electronic signature is not denied legal effectiveness and admissibility as evidence in legal proceedings solely on the grounds that it is in electronic form, or not

based on a qualified certificate, or not based upon a qualified certificate issued by an accredited certification service provider or not created by a secure signature creation device.

- 21.3. The Client agrees that no third party verification is necessary to the enforceability of their signature between the Client and the Company.
- 21.4. At the Company's sole discretion, documents signed and transmitted online may be accepted as original documents, and is considered to have the same binding effect as an original signature on an original document.
- 21.5. The Client consents to receive the information and agreements or any other document electronically, and agreements electronically signed will be seen as electronic contracts, which have been freely entered into.

## 22 FORCE MAJEURE

- 22.1. 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;
  - b. Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster;
  - c. Labour disputes and lockout;
  - d. Suspension of trading on a 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. The occurrence of an excessive movement in the level of any Financial Instrument and/or the underlying market or the Company's anticipation (acting reasonably) of the occurrence of such movement;
  - f. 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;
  - g. Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or willful default of the company);
  - h. Any act, event or occurrence (including without limitation any strike, riot or commotion, interruption or power supply) which, in the Company's opinion, prevents it from maintaining an orderly market in one or more of the investments in respects of which the Company ordinarily deal in Financial Instruments;
  - i. 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;

- j. 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.
- 22.2. 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 Written Notice and at any time take any 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. 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. 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.
  - e. Alter the time for trading of a particular Financial Instrument.
- 22.3. 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.

## 23. TIME OF ESSENCE

- 23.1. Time shall be of the essence in the Agreement.

## 24. EVENTS OF DEFAULT

- 24.1. 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;
  - c. The Client is unable to pay the Client's debts when they fall due;
  - d. The Client has behaved in an abusive or threatening manner towards the Company's staff;
  - e. The Company reasonably believes that the Client has changes physical location without notifying the Company of such change;
  - f. The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;



- g. The Company reasonable determines that the Client is no longer eligible to perform the activities in account(s);
  - h. Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action;
  - i. The property deposited as collateral is determined by the Company in its sole discretion, regardless of current market quotations, to be inadequate to property secure the account(s);
  - j. The Client breaches any of the terms of this Agreement;
  - k. In cases of material violation by the Client of the requirements established by legislation of the St. Vincent and the Grenadines or other countries, such materiality determined in good faith by the Company;
  - l. If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities;
  - m. In the event that the Client is engaged into Scalping or Pip-Hunting (and this is not allowed at the time by the Company on universal accounts).
- 24.2. If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, to the Client or his Business Introducer, agent and/or representative and without prior tender, demand for margin or payment, or call of any kind upon the Client, take one or more of the following actions:
- a. Terminate this Agreement;
  - b. Close out all or any of the Client's Open Positions at current Quotes;
  - c. Debit the Client Account(s) for the amounts which are due to the Company;
  - d. Close any or all of the Client Accounts held with the Company;
  - e. Combine Client Accounts, consolidate the Balances in such Client Accounts and to set off those Balances;
  - f. Refuse to open new Client Accounts for the Client;
  - g. Convert any currency;
  - h. Sell any or all of the Client's property held by the Company free from any right of redemption;
  - i. Buy any securities, Financial Instruments or other property for the Client's account(s);
  - j. Cancel any outstanding order/request(s) and commitments made by the Company for the Client.
- 24.3. It is understood that prior demand or call or prior notice of the time and place of such sale or purchase shall not be a waiver of the Company's right to sell or buy without demand or notice as herein provided.



- 24.4. The Company, in its sole discretion, reserves the right to change the leverage applied to client's accounts, provided that, at the time of the conclusion of the transaction(s), the Client has deliberately and/or systematically based on his trading strategy or other probable behaviour with an attempt to exploit the ability of using margin for trading, with the aim to increase the potential return of an investment, while such an activity automatically increases the level of risk and the possibility of a loss.
- 24.5. It is possible that errors may occur in the prices for Financial Instruments quoted by the Company or Service Providers due to specific market circumstance or system malfunctions, including but not limited to errors in feeds received from data providers, counterparties, illiquidity or any other reason. In such circumstances, without prejudice to any rights it may have under St. Vincent and the Grenadines Law, the Client agrees that the Company shall not be bound by any contract which purports to have been made (whether or not confirmed by the Company) at a price which:
- a. The Company is able to substantiate to the Client that was manifestly incorrect at the time of the transaction; or
  - b. Was or ought to have reasonably been known by the Client to be incorrect at the time of the transaction.
- 24.6. In the above mentioned cases the Client accepts that the Company reserves the right to either cancel the transaction altogether or correct/modify the erroneous price at which the transaction(s) was executed to the price at which the Company hedged the transaction or correct the erroneous price alternatively to the fair market value of the price, as determined by the Company, in its sole discretion, at the time such error occurred.

## 25. TERMS AND TERMINATION

- 25.1. Each Party may terminate this Agreement with immediate effect by giving Written Notice to the other Party.
- 25.2. 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 there under.
- 25.3. Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation):
- a. All outstanding fees, charges and commissions 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 realized 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.

- 25.4. Upon Termination 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.
- 25.5. Upon Termination the Company reserves the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances, close the Client Account.
- 25.6. Upon termination of this Agreement, the Company will be entitled without prior notice to the Client to cease to grant the Client access to the Online Trading System and/or Close the Client Account and/or convert any currency and/or suspend or freeze or close any open positions or reject orders.
- 25.7. Upon Termination 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) 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, but the Company has the right to refuse transfer of the funds to a third party.

## 26. BUSINESS INTRODUCER

- 26.1. In cases where the Client is introduced to the Company through a third person ("Business Introducer"), the Client acknowledges that the Company is not responsible or accountable for the conduct and/or representations of the Business Introducer or its associated persons.
- 26.2. Client agrees to waive to indemnify and hold the Company harmless for any actions or omissions of the Business Introducer or its associated persons.
- 26.3. Client acknowledges and confirms that the Company is not bound by any separate agreements entered into between the Client and the Business Introducer.
- 26.4. The client acknowledges and confirms that the Company has the right to provide the Introducer with the information related to the transactions of the Client's account(s), as far as reasonably necessary to facilitate the Introducer.
- 26.5. The Client acknowledges and confirms that his agreement or relationship with the Business Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Business Introducer.
- 26.6. The Client acknowledges and confirms that the Business Introducer is authorized to have limited access ("View Only") to one or more terminals, including terminal access through Internet browser, so as to electronically observe the activities of the Client Account. The Client acknowledges and consents to the Company providing the Business Introducer with the number of lots closed by Client during the specific month/period, in order to process any commission rebates due to the Business Introducer.
- 26.7. The Client acknowledges that the Business Introducer is not a representative of the Company nor is he authorized to provide any guarantees or any promises with respect to the Company or its services.

## 27. LIMITATIONS OF LIABILITY AND INDEMNITY

- 27.1. In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client or the persons the Client has notified to the

Company in writing to be authorized person(s), the Company shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given. Subject to the right of the Company to void or close any Transaction in the specific circumstances set out the Agreement, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.

- 27.2. 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 online trading system;
  - b. Any delay caused by the client terminal;
  - c. Transactions made via the client terminal or by telephone;
  - d. Any failure by the company to perform any of its obligations under the agreement as a result of force majeure event or any other cause beyond its control;
  - e. The acts, omissions or negligence of any third party;
  - f. Any person obtaining the client's access codes that the company has issued to the client prior to the client's reporting to the company of the misuse of his access codes;
  - g. All orders given through and under the client's access data;
  - h. 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;
  - i. A delay transmitting any order for execution;
  - j. Currency risk;
  - k. Slippage;
  - l. Any of the risks relating to CFDs trading materializes;
  - m. Any changes in the rates of tax.
- 27.3. If the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or 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.
- 27.4. 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, attorneys' fees and expenses and any fines or penalties imposed by any governmental agency, contract market, exchange, clearing organization or other self-regulatory body), costs or expenses the Client may suffer in relation to the Agreement.

- 27.5. Without limiting the generality of the foregoing, the Client agrees to reimburse the Company on demand for any costs of collection incurred by the Company in collecting any sums owing by the Client under this Agreement and any cost incurred by the Company, including legal action/proceedings, in defending against any claims asserted by the Client, including all attorney's fees, interest and expenses.
- 27.6. The Client agrees and acknowledges that being liable for his own costs/expenses, unless directed otherwise by any court of law and/or regulatory body.
- 27.7. Trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Adviser are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever.
- 27.8. 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.

## 28. REPRESENTATIONS AND WARRANTIES

- 28.1. The Client represents and warrants to the Company the following:
  - a. The information provided by the Client to the Company and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic;
  - b. The Client will provide the Company with any new information and/or any changes to the information given by him to the Company as soon as such new information or change is at or ought to be at his knowledge;
  - c. The Client has read and fully understood the terms of the Agreement
  - d. The Client is duly authorized to enter into the Agreement, to give Instructions and Requests and to perform its obligations thereunder;
  - e. The Client acts as principal and not as an agent, representative, trustee or custodian of someone else;
  - f. The Client (if an individual) is of the age of majority, of sound mind, and duly authorized to open account(s) and the client (if an entity) is validly existing and empowered to enter into this Agreement and to effectuate transactions in Financial Instruments as contemplated hereby;
  - g. 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;
  - h. There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating Client's activities, which could prevent or otherwise inhibit the Client entering into, or performing in accordance with this Agreement and/or under any transaction which may arise under them;
  - i. There are no pending or, to the best of the Client's knowledge, any legal proceedings before any court, arbitration court, governmental body, agency or official or any arbitrator that

purports to draw into question, or is likely to affect, the legality, validity or enforceability against him of this Agreement and any transaction which may arise under them or the Client's ability to perform his obligations under this Agreement and/or under any transaction which may arise under them in any material respect;

- j. 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;
- k. There are no restrictions on the markets or instruments in which any Transactions will be sent for execution, depending on the Client's nationality or religion;
- l. The documents handed over by the Client are valid and authentic;
- m. The Client has chosen the particular type of service and financial instrument, taking his total financial circumstances into consideration which he consider reasonable under such circumstances;
- n. The Client has declared 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.

## 29. TAX IMPLICATIONS

- 29.1. The Company shall not provide any advice to Clients on any tax issues related to any of the Company's services. The Client is advised to obtain individual independent counsel from the financial advisor/auditor/accountant with respect to any tax implications of the Services.
- 29.2. The Client further knows, understands and agrees that tax laws are subject to change, and in the event they do, the Company reserves the right to debit from the Client's Account any payment, including, but not limited to stamp duty, capital gains tax or other forms of tax which may be levied in relation to the transactions with the Company.
- 29.3. The Client understands that certain transactions in certain financial instruments may carry a tax obligation under the Financial Transactions Tax regime, specifically withholding tax on dividends paid shall be passed on to you by debiting the Account.

## 30. CONFLICTS OF INTEREST

- 30.1. The Client should realize that when the Company deals with or for the Client, the Company, its Associates or other persons connected with them may have an interest, relationship or arrangement that is material in relation to any Transactions of the Client effected under this Agreement or that conflict with the interests of the Client. Such situations include without limitation the following examples:
  - a. When the Company is acting as a principal, the Company will be acting as the Client's counter party and hence the Company may be placed in such a position that a conflict of interest situation with the Client is created.
  - b. When dealing in CFDs as a principal, the Company will be selling to or buying the CFD from the Client and may hold Long or Short Position.

- c. The Company may match the Client's Transaction with that of another client by acting on such other client's behalf as well as on the Clients behalf.
  - d. The Company may provide investment advice and other investment services to other clients whose interests may be in conflict or in competition with the Client's interests.
  - e. The Company, its Associates and the employees of any of them may take positions opposite to the Client or may be in competition with the Client to acquire the same or a similar position.
- 30.2. The Company as a principal may enter into offsetting Financial Instruments for its own account with other counterparties and such offsetting may result that prices offered by the Company to the Client may differ from that quoted to the Company by other counterparties. The Company is under no obligation to disclose such price(s) to the Client.
- 30.3. By entering into this Agreement the Client consents that the Company shall have no liability for failure to execute order/request(s) and that the Company makes no representations, warranties or guarantees of the Client's order/requests' s priority over the order/request(s) of other clients.
- 30.4. By entering into this Agreement the Client consents to the Company dealing with or for the Client in anymanner which the Company considers appropriate, despite any conflict of interest or the existence of any material interest in a Transaction, without prior reference to him.
- 30.5. The Company will not deliberately favour any person or other client over the Client but will not be responsible for any loss, which may result from conflict or competition between them.
- 30.6. Under the Law, the Company is required to take all reasonable steps to detect and avoid conflicts of interest situations.

## 31. CLIENT ACKNOWLEDGEMENTS OF RISK AND CONSENTS

- 31.1. The Client unreservedly acknowledges and accepts that:
- 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.
  - b. CFDs carry a high degree of risk. The gearing or leverage often obtainable in CFDs trading 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. CFDs Transactions have a contingent liability, and the Client should be aware of the implications of this in particular the margining requirements.
  - c. Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the future contracts so that transactions are 'leveraged' and 'geared'. By a small market movement the Client may sustain a total loss of initial margin funds and any additional funds deposited with the Company to maintain the Client's open position/transaction(s) and if the market moves against the Client or margin levels are increased, the Client may be called upon to pay substantial additional funds on short notice to maintain the Client's open position/transaction(s).



- d. Foreign Exchange can be highly volatile and transactions therein carry a substantial risk of loss. The Client's risk exposure increases if the Client's transactions are denominated in a foreign currency or in a basic currency.
- e. Trading on an electronic Online Trading System and/or Mobile Trading Service carries risks:
- f. Access to Online Service and/or Mobile Trading Service or any portion thereof may be restricted or unavailable during periods of peak demands, extreme market volatility, systems upgrades or any other reason.
- g. The Company or its Service Provider(s) does not warrant that access to or use of the Online Service and/or Mobile Trading Service will be uninterrupted or error free or that the Online Service will meet any particular criteria of performance or quality.
- h. Neither the Company nor any of its directors, officers, employees, agents, contractors, affiliates, third party vendors, facilities, information providers, licensors, exchanges, clearing organizations or other suppliers providing data, information, or services do not make any warranty as to the results that may be obtained from the use of the Online Service and/or Mobile Trading Service or as to the timeliness, sequence, accuracy, completeness, reliability or content of any information, service or transaction provided through the Online Service and/or Mobile Trading Service.
- i. The Company or anyone else involved in creating, producing, delivering or managing the Online Service shall, under no circumstance including negligence, be liable for any direct, indirect, special or consequential damages that result from the use of or inability to use the Online Service and/or Mobile Trading Service, or out of any breach of any warranty, including, without limitation, those for business interruption or loss of profits.
- j. The Client acknowledges full responsibility and risk of loss that may result from use of, or materials obtained through, the Online Service and/or Mobile Trading Service and shall be liable for any loss or damage arising from or occasioned by any inaccuracy, error, delay, omission, non-performance, interruption in any such data, information or message due to either to any negligent act or omission or to any condition of force majeure or any other cause, whether or not within the Company or any Service Provider's control.
- k. The Company is not liable for any losses, lost opportunities or increased costs, increased commissions etc. that may result from the Client's inability to use the Online Service and/or Mobile Trading Service to place order/request(s) for transactions, receive confirmation for transaction or access information, or from the execution of order/request(s) made by the Client.
- l. Liability of the Client under this Agreement shall not, in any circumstance, be limited or mitigated by any failure of the Company to provide training, training material or updates, or notice of change to the trading terms and conditions.
- m. The Online Service and/or Mobile Trading Service is not directed at or intended to be used by any jurisdiction or country where such use and/or distribution would be contrary to local law and/or regulation. It is the Client's responsibility to ensure that using the Online Service and/or Mobile Trading Service would not be in a breach with any local law or regulation to which the Client is a subject to.

### 31.2. The Client agrees and understands that:

---

**BABA INVESTMENT (SVG) LLC** | Reg. No : 419 LLC 2020 | [www.babagroup.com](http://www.babagroup.com) | [contact@babagroup.com](mailto:contact@babagroup.com)

---

**Registered Address**  
First Floor, SVG Teachers Credit Union Uptown Building,  
Corner of James and Middle Street, Kingstown,  
St. Vincent and the Grenadines

**Seoul Office**  
1 TOWER 13F, 326, Teheran-ro Gangnam-gu 06211,  
Seoul, Republic of Korea



- a. He will not be entitled to delivery of, or be required to deliver, the Underlying Asset, 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 (e.g. currency or metal or commodity) and that trading does not occur on a Regulated Market but Over-The-Counter (OTC).
- 31.3. The Client acknowledges that the Company does not provide advice of any kind and that all promotions, research, market letters, or other information (collectively, 'Market Information') provided to the Client by the Company does not constitute as advice of any kind and the Client assumes own risk of relying on Market Information for any decisions made, and hereby indemnifies and holds the Company harmless from all claims, demands, losses, damages, or expenses that may incur as a result of the Client's use of such information or any other information.
- 31.4. All transactions affected for the Client's account(s) and all fluctuations in the market prices of the Financial Instruments carried in the Client's account(s) are at the Client's sole risk and he shall be the solely liable under all circumstances at any given time. By execution of this Agreement, the Client warrants that the Client is willing and financially able to sustain any such losses.
- 31.5. The Company shall not be liable to the Client for the loss of any margin deposits which is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship or assignment for the benefit of creditors of any bank, another clearing broker, exchange, clearing organization or similar entity.
- 31.6. In the event of a mistype of a quote or a misquote might be given by telephone and/or electronic means, the Company will not be held liable for any resulting errors that may be displayed in the Client's account(s) and reserves the right to make necessary corrections or adjustments with respect to the account(s) involved.
- 31.7. The Client acknowledges and consents that the Client has no right to cancel this Agreement on the basis that it is a distance contract.

## 32. AMENDMENT

- 32.1. The Client acknowledges and accepts to be bound by the provisions of this Agreement and any amendment or variation thereof duly effected in accordance with the provisions of this Agreement the Client acknowledges and agrees that the first transaction in any of the Client's account(s) initiated by the Client, following a change to the terms and conditions of this Agreement as abovementioned, shall constitute the Client's acceptance of the change as of the effective date of the amendment and such initiation and the subsequent execution of such transaction by the Company shall constitute reciprocal good consideration for the variance or amendment abovementioned, the sufficiency of which is hereby acknowledged and agreed by the Client and the Company respectively.
- 32.2. Unless provided differently elsewhere in this Agreement, the Company has the right to amend the terms of the Agreement at any time giving to the Client at least two 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, takes effect immediately.

### 33. BINDING EFFECT

- 33.1. This Agreement shall be continuous and shall cover, individually and collectively, all accounts of the Client at any time opened or reopened with the Company irrespective of any change or changes at any time in the personnel of the Company or its successors, assigns, subsidiaries, affiliates or agents.
- 33.2. This Agreement including all authorizations, shall have effect to the benefit of Company and its subsidiaries, affiliates, agents, successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon the Client and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of the Client.
- 33.3. The Client consents that all transactions with the Company effected before the date of this Agreement, and agrees that the rights and obligations of the Client in respect thereto shall be governed by the terms of this Agreement.

### 34. CONFIRMATION

- 34.1. **YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITION. YOU HAVE INDEPENDENTLY EVALUATED THE MERITS AND RISKS OF ACCESSING AND/OR USING OUR PLATFORM AND/OR SERVICES AND ENTERING INTO TRANSACTIONS AND CONTRACTS VIA OUR PLATFORM AND YOU HAVE DONE SO WITHOUT RELYING ON ANY INFORMATION CONTAINED ON, OR IN OUR WEBSITE AND/OR PLATFORM AND/OR OTHERWISE PROVIDED BY US IN RELATION AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.**
- 34.2. **YOU HAVE INDEPENDENTLY EVALUATED THE LAWS IN YOUR LOCAL JURISDICTION WHICH APPLY TO YOUR ACTIVITIES HEREUNDER AND YOU REPRESENT AND WARRANT THAT YOU MAY RECEIVE OUR SERVICES AND ENTER INTO TRANSACTIONS AND CONTRACTS VIA OUR PLATFORM, WITHOUT VIOLATING ANY APPLICABLE RULES OR LAWS.**

### SCHEDULE A: Interpretation of Terms

In this Agreement, the words will have following meaning:

**“Access Data”** shall mean the Client’s Access Codes, Phone Password, Master Password, any other Password, Client Account number and any information required to make Orders with the Company.

**“Affiliate”** shall mean in relation to the Company, any entity that directly or indirectly controls or is controlled by the Company, or any entity 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.

**“Agreement”** shall mean this Client Agreement as amended from time to time.

**“Applicable Rate”** shall mean:

- (a) Federal Funds rate, if the Currency of the Client Account is US dollars;
- (b) Bank of England Official Bank Rate, if the Currency of the Client Account is Great Britain pounds;
- Key European Central Bank (repo) Interest Rate, if the Currency of the Client Account is euros;
- (c) Swiss National Bank Key Interest Rate, if the Currency of the Client Account is Swiss francs; or
- (d) Bank of Japan's Target Rate, if the Currency of the Client Account is Japanese Yen.

**"Applicable Regulations"** shall mean a) rules of a relevant regulatory authority having powers over the Company; (b) the rules of the relevant Market; and (c) all other applicable laws, rules and regulations of St. Vincent and the Grenadines and/or another jurisdiction.

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

**"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.

**"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 registration system consisting of all Completed Transactions, Open Positions, Orders and deposit/withdrawal transactions in the Online Trading System.

**"Client Portal"** shall mean the electronic area accessible on the Online Trading System, where the Client may administer his/her Client Account and effect certain transactions such as withdrawals of funds, opening of a sub-account, transfer of money between two Client Accounts of his etc.

**"Client Terminal"** shall mean the MetaTrader program version 4 or later version, in addition to any other trading platform made available to the Client, which is used by the client in order to obtain information of financial markets in real-time, to make technical analysis of the markets, make transactions, place/modify/delete orders, as well as to receive notices from the Company. The program can be downloaded on the website free of charge.

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

**“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 (Spread, Trading Commission, Swaps, Lot Size, Initial Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, Financing Charges etc.) for each type of CFD as determined by the Company from time to time.

**“Corporate Event”** shall mean any step taken by an issuer of shares with reference to holders of its shares and includes capital reorganization, capitalization or similar issue, change in listing, consolidation, conversion, delisting, de-merger, alteration in ranking, redemption, rights issue, scheme of arrangement, takeover change, cancellation in listing, a subdivision, reclassification, a share buy-back, a free distribution to existing shareholders by way of a bonus; a distribution to existing holders of the underlying shares of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer equally proportionately with such payments to holders of the underlying shares, or Securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe or receive shares, in any case for payment (in cash or otherwise) at less than the prevailing market price per share as determined by the Company; any other event in respect of the shares similar to any of the previous events or otherwise having a diluting or concentrating effect on the market value of the shares; or any event similar to any of the previous events or otherwise having a diluting or concentrating effect on the market value of any Security not based on shares.

**“CRS”** shall mean the Common Reporting Standard

**“Currency of the Client Account”** shall mean the currency that the Client chooses when opening the Client Account or converted into at the Client’s choice after the opening the Client Account.

**“Currency Pair”** shall mean the object of a Transaction based on the change in the value of one currency against the other. 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.

**“Delivery”** shall mean a physical acquisition by the client of any traded CFD at a specific delivery point worldwide.

**“Eligible Counterparty”** shall mean an “Eligible Counterparty” for the purposes of the St. Vincent and the Grenadines Rules.

**“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

(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.

**“Ex-Dividend Date”** shall mean in relation to a security, the first date on which the price quoted on the relevant Market is indicated to be an ex-dividend price.

**“FATCA”** shall mean the Foreign Account Tax Compliance Act.

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

**“Free Margin”** shall mean the amount of funds available on the Client Account, which may be used to open a position. Free Margin is calculated as Equity less (minus) Necessary Margin.

**“Hedged Margin”** shall mean the necessary margin required by the Company so as to open and maintain Matched Positions. The details for each CFD are found in the Contract Specifications.

**“Indicative Quote”** shall mean a Quote at which the Company has the right not to accept any Instructions or execute any Orders.

**“Initial Margin”** shall mean the necessary margin required by the Company so as to open a position. The details for each CFD are found in the Contract Specifications.

**“Instruction”** shall mean an instruction from the Client to the Company to open/close a position or to place/modify/delete an Order.

**“Instrument”** shall mean CFD.

**“Leverage”** shall mean a ratio in respect of Transaction Size and Initial Margin. 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 market prices increase in CFD trading. 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 in any CFD.

**“Lot Size”** shall mean the number underlying assets in one Lot defined in the Contract Specifications.

**“Margin”** shall mean the necessary guarantee funds so as to open or maintain Open Positions. Margin is determined in the Contract Specifications for each Underlying Asset in a CFD.

**“Margin Call”** shall mean the situation when the Company informs the Client to deposit additional Margin when the Client does not have enough Margin to open or maintain open positions.

**“Margin Level”** shall mean the percentage of Equity to Necessary Margin ratio. It is calculated as (Equity / Necessary Margin) x 100%.

**“Margin Trading”** shall mean Leverage trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size.

**“Matched Positions”** shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same CFD.

**“Necessary Margin”** shall mean the necessary margin required by the Company so as to maintain Open Positions. The details for each CFD are specified in the Contract Specifications.

**“Normal Market Size”** shall mean:

(a) For the Currency Pair: the maximum number of units of Base Currency that are executed by the Company in the Market Execution mode. This information for each Instrument is displayed in the Contract Specifications.

(b) For the Precious Metal: the maximum number of troy oz., which can be executed by the company in the Instant Market Execution mode.

**“Online Trading System”** shall mean any Software used by the Company which includes the aggregate of its computer devices, software, databases, telecommunication hardware, a trading platform, 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/modify/delete/execute Orders, receive notices from the Company and keep record of Transactions and calculating all mutual obligations between the Client and the Company. The Online Trading System consists of the Server and the Client Terminal.

**“Open Position”** shall mean a Long Position or a Short Position which is not a Completed Transaction.

**“Order”** shall mean an instruction from the Client to the Company to open or close a position when the price reaches the Order Level.

**“Order Level”** shall mean the price indicated in the Order.

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

**“Pip Hunting”** shall mean the situation when the Client opens a position and closes it in a very short time (once there is a profit of one pip).

**“Politically Exposed Persons”** shall mean:

**A)** natural persons who are or have been entrusted with prominent public functions, which means:

heads of State, heads of government, ministers and deputy or assistant ministers; members of parliaments; members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances; members of courts of auditors or of the boards of central banks; ambassadors, chargés d'affaires and high-ranking officers in the armed forces; members of the administrative, management or supervisory bodies of State- owned enterprises. None of the categories set out in the above shall be understood as covering middle ranking or more junior officials. Further, where a person has ceased to be entrusted with a prominent public function within the meaning of the above definition for a period of at least one year, such persons shall not be considered a Politically Exposed Person.



**B)** The immediate family members of such persons as set out under definition A, which means: the spouse; any partner considered by national law as equivalent to the spouse; the children and their spouses or partners; and the parents.

**C)** Persons known to be close associates of such persons as set out under definition A, which means: any natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to in definition A; any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in definition A.

**“Price Gap”** shall mean the following:

**(A)** The current Quote Bid is higher than the Ask of the previous Quote; or

**(B)** The current Quote Ask is lower than the Bid of the previous Quote.

**“Professional Client”** shall mean a “Professional Client” for the purposes of the Applicable Regulations.

**“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.

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

**“Quotes Flow”** shall mean the stream of Quotes in the Online Trading System for each Instrument.

**“Relevant Amount(s)”** shall mean any free Equity in the Client Account not used for margin purposes.

**“Request”** shall mean a request from the Client to the Company given to obtain a Quote. Such a Request does not constitute an obligation to make a Transaction.

**“Retail Client”** shall mean a “Retail Client” for the purposes of St. Vincent and the Grenadines Rules.

**“Scalping”** shall mean the situation where the Client opens too many positions at the same time and closes them for less than two minutes or buying at Bid price and selling at Ask price, so as to gain the Bid/Ask difference.

“**Server**” shall mean the Meta trader program version 4 or later version, in addition to any other trading platform made available to the Client. The program is used to execute the Client’s Orders or Instructions or Requests, to provide trading information in real-time mode (the content is defined by the Company), in consideration of the mutual liabilities between the Client and the Company.

“**Services**” shall mean the services provided by the Company to the Client.

“**Short Position**” shall mean a sell position that appreciates in value if market prices fall. In respect of Currency Pairs: selling the Base Currency against the Quote Currency. It is the opposite of a Long Position.

“**Slippage**” shall mean the difference between the expected price of a trade, and the price the trade actually executes at. Slippage often occurs during periods of higher volatility (for example due to news events) making an order at a specific price impossible to execute, when market 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.

“**Spread**” shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.

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

“**Trailing Stop**” shall mean a stop-loss order set at a percentage level below the market price - for a long position. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached “trailing” amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price doesn’t change, and a market order is submitted when the stop price is hit.

“**Transaction**” shall mean any contract or transaction in a CFD entered into or executed by the Client or on behalf of the Client under this Agreement.

“**Transaction Size**” shall mean Lot Size multiplied by number of Lots.

“**Underlying Asset**” shall mean any Currency (Foreign Exchange), Crypto, Indices, Metals, Futures, Energies, which is the underlying asset in a CFD.

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

In this 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.

Any reference to any act or regulation or Law shall be that act or regulation or Law as 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.

**Registered Address**

First Floor, SVG Teachers Credit Union Uptown Building,  
Corner of James and Middle Street, Kingstown,  
St. Vincent and the Grenadines

+1 246 228 2260

**Seoul Office**

1 TOWER 13F, 326, Teheran-ro Gangnam-gu 06211,  
Seoul, Republic of Korea

+82 2 6952 6020 | +82 2 6952 6021