



## TERMS AND CONDITIONS

Please make sure you read and understand our terms before you start trading with us.

### DBS CAPITAL TERMS&CONDITIONS

**Important – you should read these terms and conditions carefully before completing registration.**

**WE DO NOT ACCEPT WESTERN UNION OR MONEYGRAM.**

**NO ACEPTAMOS WESTERN UNION O MONEYGRAM.**

**\*\*OUR OFFICIAL EMAILS WILL ALWAYS END WITH: @DBSCapital.com**

**\*\*NUESTROS CORREOS OFICIALES TERMINARÁN SIEMPRE CON: @DBSCapital.com**

#### 1. Introduction

1.1. This Agreement is entered by and between **DBS Capital** (hereinafter called the “Company” or “us”) which operates under the company named Magnum Ltd on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by the Company as a Client (“Client” or “you”) on the other part. Both the company and client may also be referred to herein as a “Party” and collectively the “Parties”.

1.2. The company Magnum Ltd is registered in Seychelles and holding a regulatory license no. **SD132** issued by the Financial Services Authority Seychelles. **Magnum Ltd** is registered at, **Office No. 3, Room 2, 1st Floor, Dekk House, Zippora Street, Providence Industrial Estate, Mahe, 673310, Seychelles.**

1.3. These Terms and Conditions, including the Appendixes attached thereto, may be amended from time to time at Company’s sole discretion and shall be referred to as the “Client Agreement” or the “Agreement.” This Agreement sets out the terms upon which the Company will offer its Services Clients, including the rights and obligations of both Parties.

1.4. These Agreements supersede and prevail any other agreements, arrangements, statements express or implied made by the Company or any Introducer(s), including previous versions of this Agreement.

1.5. The Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assignees.

1.6 The terms in this Agreement shall have the meaning defined in Appendix 2 attached to this Agreement.

#### 2. Application and Commencement



2.1. After the Client fills in and submits the Account Opening Application Form together with all the required identification documentation required by the Company for its own internal checks, the Company will send him a notice informing him whether he has been accepted as a Client of the Company. It is understood that the Company is not to be required to accept a person as its Client until all documentation it requires has been received by the Company, properly and fully completed by such person and all internal Company checks (including without limitation anti-money laundering checks, appropriateness or suitability tests as the case may be) have been satisfied. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.

2.2. The Agreement shall take effect and commence upon the receipt by the Client of a notice sent by the Company informing the Client that he has been accepted as the Company's Client or that a Trading Account has been opened for him. If the Client meets with the Company face to face to conclude the Agreement, then the Agreement shall come into force and effect on signature date.

### **3. Client Classification**

3.1. According to Applicable Regulations, the Company has to categorize its Clients in one of the following categories: Retail Client, Professional Client or Eligible Counterparty. The categorization shall depend on the information provided by the Client in his Account Opening Application Form and according to the method of categorization. By accepting this Agreement, the Client accepts application of such method. The Company will inform the Client of his categorization according to Applicable Regulations. The Client has the right to request different categorization and the Company shall consider such a request.

3.2. The Client accepts that when categorizing the Client and dealing with him, the Company will rely on the accuracy, completeness and correctness of the information provided by the Client in his Account Opening Application Form and the Client has the responsibility to immediately notify the Company in writing if such information changes at any time thereafter.

3.3. It is understood that the Company has the right to review the Client's categorization and change his categorization if this is deemed necessary (inter alia, subject to Applicable Regulations).

### **4. Assessment**

4.1. In providing the service of reception and transmission and execution of Client's Orders, the Company shall have the right to seek information from a Client or potential Client regarding his knowledge and experience in the investment field relevant to the specific type of service or Financial Instrument offered or demanded, so as to enable the Company to assess whether the service or Financial Instrument is appropriate for the Client. Where the Client or potential Client elects not to provide the information regarding his knowledge and experience, or where he provides insufficient information regarding his knowledge and experience, the Company will not be able to determine whether the service or Financial Instrument is appropriate for him. The Company shall assume that information about his knowledge and experience provided from the Client to the Company is accurate and complete and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate and the Company will be deemed to have



performed its obligations under Applicable Regulations unless the Client has informed the Company of such changes.

## **5. Services**

5.1. The Client is provided with Access Data to trade on the Company's electronic Platform on the internet in Financial Instruments (namely CFDs). Orders placed by the Client are received by the Company and transmitted for execution (called straight through processing or STP) directly to another entity called a liquidity provider (who may also transmit them to another party; a list of these entities is found on our website). Trading with the Company involves the provision of the following investment and ancillary services from the Company to the Client:

(a) Reception, transition and execution of Orders with another entity (not the Company).

(b) Safekeeping and administration of financial instruments, including custodianship and related services such as cash/collateral management, according to paragraph 15 hereunder.

(c) Foreign Currency services provided are associated with the provision of the reception and transmission service of paragraph 51.(a) and (b).

5.2. It is agreed and understood that the Company offers its Services in relation to various Financial Instruments. However, the Client may be allowed to trade only in one or some of those Financial Instruments.

5.3. It is understood and agreed that when trading in CFDs, there is no delivery or safekeeping of the Underlying Asset to which the CFD is referring to.

## **6. Advice and Commentary**

6.1. The Company may advise the Client about the merits of a particular Order or give him any form of investment advice and the Client acknowledges that even though the Services may include the provision of investment advice in Financial Instruments or the Underlying Markets or Assets, the Client alone will decide how to handle his Client Account and place Orders and take relevant decisions based on his own judgement.

6.2. The Company will not be under any duty and/or liability to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish and the Company encourages the Client to seek independent advice before entering into a Transaction.

6.3. The Company may, from time to time and at its sole discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise) with information, news, market commentary or other information but not as part of its Services to the Client. Where it does so:

(a) The Company will not be responsible and shall no liability for such information.



(b) The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction.

(c) This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.

(d) If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons.

(e) The Client accepts that prior to dispatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

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

## **7. Platform**

7.1. Subject to the Client's obligations under the Agreement being fulfilled, the Company hereby grants the Client a limited license, which is non-transferable, non-exclusive and fully recoverable, to use the Platform(s) (including the use of the Website and any associated downloadable software available from time to time) in order to place Orders in a particular Financial Instrument(s). The Company may use different Platforms depending on the Financial Instrument.

7.2. The Company has the right to shut down the Platform(s) at any time for maintenance purposes without prior notice to the Client, the Company shall try that such shut down, if needed shall be done during the weekends, unless not convenient or in urgent cases. In these cases, the Platform(s) will be inaccessible.

7.3. The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Platform(s), which includes at least a personal computer or mobile phone or tablet (depending on the Platform used), internet access by any means and telephone or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet.

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



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

7.6. The Company will not be liable for any such disruptions or delays or problem in any communication experienced by the Client when using the Platform(s).

7.7. It is agreed and understood that the Company will be entitled to rely and act on any Order given by using the Access Data on the Platform(s) or via phone, without any further enquiry to the Client and any such Orders will be binding upon the Client.

## **8. Intellectual Property**

8.1. The Platform(s), all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme, graphics and data names are the sole and exclusive Intellectual Property (IP) of the Company or of third parties and are protected by local and international intellectual property laws and treaties. This Agreement does not convey an interest in or to the Platform(s) but only a right to use the Platform(s) according to the terms of this Agreement. Nothing in this Agreement constitutes a waiver of the Company's intellectual property rights.

8.2. Under no circumstances shall the Client obscure or remove any copyright, trademark or any other notices from any of the Company's IP or Website or Platform(s).

8.3. The Client is permitted to store and print the information made available to him through the Company's Website or Platform(s) including documents, policies, text, graphics, video, audio, software code, user interface design or logos. The Client is not permitted to alter, modify, publish, transmit, distribute, otherwise reproduce commercially exploit that information, in whole or in part, in any format to any third party without the Company's express written consent.

## **9. Prohibited Actions**

9.1. without derogating from any other restriction in this Agreement, it is absolutely prohibited for the Client to take any of the following actions:

- Use, without the prior and written consent of the Company, of any software, which applies artificial intelligence analysis to the Company's systems and/or Platform(s) and/or Client Account.
- Intercept, monitor, damage or modify any communication which is not intended for him.
- Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Platform(s) or the communication system or any system of the Company.
- Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.
- Do anything that will or may violate the integrity of the Company computer system or Platform(s) or cause such system(s) to malfunction or stop their operation.



- Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform(s).
- any action that could potentially allow the irregular or unauthorized access or use of the Platform(s).
- send massive requests on the server which may cause delays in the execution time.

9.2. Should the Company reasonably suspect that the Client has violated the terms of paragraph 9.1 above, the Company shall be entitled to take one or more of the counter measures of paragraph 13.2. of this Agreement.

#### **10. Safety**

10.1. The Client agrees to keep secret and not to disclose his Access Data or Client Account number to any third person.

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

10.3. The Client agrees to notify the Company immediately if he knows or suspects that his Access Data or Client Account number have or may have been disclosed to any unauthorized person. The Company will then take steps to prevent any further use of such Access Data and will issue replacement Access Data. The Client will be unable to place any Orders until he receives the replacement Access Data.

10.4. The Client agrees that he will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data or Client Account number.

10.5. The Client acknowledges that the Company bears no responsibility if unauthorized third persons gain access to information, including electronic addresses, electronic communication, personal data, Access Data and Client Account number 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.

#### **11. Placement and Execution of Orders**

11.1. The Client may place Orders on the Platform(s) by using his Access Data issued by the Company for that purpose and provided all the Essential Details. In case the Client is facing technical issues, he may close any Open Positions by email providing his Trading Account Number and identification information requested.

11.2. The Company will be entitled to rely and act on any Order given by using the Access Data on the Platform(s) or via email without any further enquiry to the Client and any such Orders will be binding upon the Client.

11.3. Orders placed via email will be placed by the Company on the Platform of the Company.



11.4. Orders are executed according to the "Summary of Best Interest and Order Execution Policy", which are binding on the Client.

11.5. The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.

11.6. Orders may be placed within the normal trading hours of the Company, available on its Website and/or the Platform, as amended from time to time.

## **12. Decline of Client's Orders**

12.1. Without prejudice to any other provisions herein, the Company is entitled, at any time and at its sole discretion, without giving any notice and/or explanation to the Client to restrict the Client's trading activity, to cancel Orders, refuse to execute any Order of the Client, and the Client has no right to claim any damages, specific performance or compensation whatsoever from the Company, in any of the following cases:

- Internet connection or communications are disrupted.
- In consequence of request of regulatory or supervisory authorities of Vanuatu or a court order or antifraud or anti-money laundering authorities.
- Where the legality or genuineness of the Order is under doubt.
- A Force Majeure Event has occurred.
- In an Event of Default of the Client.
- The Company has sent a notice of Termination of the Agreement to the Client.
- The system of the Company rejects the Order due to trading limits imposed.
- Under abnormal market conditions.
- The Client does not hold adequate funds in his Balance for the specific Order.
- The client did not accomplish the compliance procedure

## **13. Events of Default**

13.1. Each of the following constitutes an "Event of Default":

- The failure of the Client to perform any obligation due to the Company.
- If an application is made in respect of the Client pursuant to the Seychelles Bankruptcy Act or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client.
- The Client is unable to pay the Client's debts when they fall due.
- Where any representation or warranty made by the Client in paragraph 28 is or becomes untrue.
- The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind.

# DBS Capital

- Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 13.2.
- An action set out in paragraph 13.2 is required by a competent regulatory authority or body or court.
- The Company reasonably considers that the Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing.
- The Company reasonably considers that there is a material violation by the Client of the requirements established by legislation of Seychelle or other countries having jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Company.
- If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities.
- The Company reasonably suspects that the Client performed a prohibited action as set out in paragraph 9.1.
- The Company reasonably suspects that the Client performed Abusive Trading.
- The Company reasonably suspects that the Client opened the Client Account fraudulently.
- The Company reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account.

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

- (a) Terminate this Agreement immediately without prior notice to the Client.
- (b) Cancel any Open Positions.
- (c) Temporarily or permanently bar access to the Platform(s) or suspend or prohibit any functions of the Platform(s).
- (d) Reject any Order of the Client.
- (e) Restrict the Client's trading activity.
- (f) reverse the funds back to the real owner or according to the instructions of the law enforcement authorities of the relevant country.
- (g) Cancel or reverse any profits or trading benefits and bonus gained through Abusive Trading. Losses resulting from Abusive Trading of the Client cannot be reversed.
- (h) Take legal action for any losses suffered by the Company.





(i) Block the IP address of the Client who sends massive requests on the server which may cause delays in the execution time.

#### **14. 14. Reporting and Trade Confirmations**

14.1. In order to comply with the relevant rules in regards to client reporting requirements, the Company may provide the Client with a continuous an online access to his Client Account via the Platform(s) used by the Client; the Client will be able to see in his Client Account the status of his Order, confirmation of execution of the Order as soon as possible (including the trading date, time, type of Order, venue identification, instrument identification, the buy/sell indicator, the nature of the Order, the unit quantity, total consideration, total sum of commissions and expenses) his trading history, his Balance and other information. The Client has the right to ask the Company to send reports by email.

14.2. If the Client has a reason to believe that the confirmation is wrong or if the Client does not receive any Confirmation when he should, the Client shall contact the Company ten Business Days from the date the Order was sent or ought to have been sent. If the Client expresses no objections during this period, the content is considered as approved by him and shall be deemed conclusive.

#### **15. Money Handling**

15.1. The Company will promptly place any Client money it receives into one or more of the Company's account (s) and or any other account(s) the will choose at the Company's sole discretion.

15.2. The Client funds may be held with the Company's own money and or other Clients funds.

15.3. Client money may be held on the Client's behalf with counterparty within or outside the country.

15.4. The Company shall not pay to the Client any 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.

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

#### **16. Client Accounts, Deposits and Withdrawals**

16.1. The Company shall open one or more Client Account(s) for the Client to allow him to place Orders in particular Financial Instruments.

16.2. It is agreed and understood that the types of the different Client Accounts offered by the Company and the characteristics of such Client Accounts are found on the Website and are subject to change at the Company's discretion and according to paragraph 25 hereunder.



16.3. The Client Account shall be activated upon the Client depositing the minimum initial deposit, as determined and mended by the Company in its discretion from time to time. The minimum initial deposit may vary according to the type of Client Account offered to the Client.

16.4. The Client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits will be made via the methods and in the currencies accepted by the Company from time to time. Detailed information about deposit options is shown on the Website.

16.5. The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds.

16.6. If the Client makes a deposit, the Company shall credit the relevant Client Account with the relevant amount actually received by the Company within one Business Day following the amount is cleared in the bank account of the Company.

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

16.8. The Company shall make withdrawals of Client funds upon the Company receiving a relevant request from the Client in the method accepted by the Company from time to time.

16.9. Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall pay the said amount within two (7) Business Days, if the following requirements are met:

- (a) the withdrawal instruction includes all required information;
- (b) the instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account etc) from which the money was originally deposited in the Client Account or at the Client's request to a bank account belonging to the Client;
- (c) the account where the transfer is to be made belongs to the Client and under his name;
- (d) at the moment of payment, the Client's Balance exceeds the amount specified in the withdrawal instruction including all payment charges;
- (e) at the moment of payment, there are no open positions in the Client's trading account;
- (f) there shall be no Force Majeure Event which prohibiting the Company from effecting the withdrawal.

16.10. It is agreed and understood that the Company will not accept third party or anonymous payments in the Client Account and will not make withdrawals to any other third party or anonymous account.

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



16.12. All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Client Account for these charges.

16.13. The Client may send the request for an internal transfer of funds to another Client Account held by him with the Company. Such internal transfers shall be subject to the Company's policy from time to time.

16.14. Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer, the Company may be unable to correct the mistake and the Client may have to suffer the loss or pay additional fee's to correct the mistake.

#### **17. Inactive and Dormant Client Accounts**

17.1 If the Client Account is inactive for 60 days meaning there is no trading, no open positions, no withdrawals or deposits, then the account will be charged by monthly maintenance fee of 50 US Dollars per month.

17.2. If the Client Account is inactive for one year or more the Company reserves the right to render the account dormant. Both fees will be deducted automatically and non-refundable/reimbursable.

17.3. If the Client Account is not verified within 30 days from the first deposit, the account will be charged by monthly fee of 20 US Dollars.

#### **18. Lien**

18.1. The Company shall have a general lien on all funds held by the Company or its Associates or its nominees on the Client's behalf until the satisfaction of his obligations under this Agreement.

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

19.1. If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then automatically the mutual obligations to make payment are set off and cancel each other.

19.2. 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.

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

#### **20. Fees, Taxes and Inducements**

20.1. The provision of the Services by the Company is subject to payment of fees such as brokerage fees, commissions, Swaps, special service and other fees. These are found on the Website and/or the Platform.



20.2. It is agreed and understood that the Client shall be solely responsible for all filings, tax returns and reports 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 his trading activity with the Company hereunder.

20.3. Should the Company pay or receive any fees or inducements for the introduction of the Client, it shall notify the Client according to Applicable Regulations.

### **21. Language**

21.1. The Company's official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English is for informational purposes only and do not bind the Company or have any legal effect whatsoever.

### **22. Methods of Communications and Written Notices**

22.1. Unless the contrary is specifically provided in this Agreement, any notice, request or other communication to be given to the Company by the Client under the Agreement (other than placing Orders) shall be sent to the Company's address below (or to any other address which the Company may from time to time specify to the Client for this purpose) by email, facsimile, or commercial courier service and shall be deemed delivered only when actually received by the Company.

22.2. In order to communicate with the Client, the Company may use any of the following methods: email, Platform's internal mail, facsimile transmission, telephone, post, commercial courier service, air mail or the Company's Website.

22.3. The following methods of communication are considered as Written Notice from the Company to the Client: email, Platform's internal mail, facsimile transmission, post, commercial courier service, air mail or the Company's Website.

22.4. The following methods of communication are considered as Written Notice from the Client to the Company: email, facsimile transmission, post, commercial courier service or air mail or commercial courier.

22.5. Without prejudice to paragraph 22.9., any communications sent to either Party, as applicable, (documents, notices, confirmations, statements, reports etc.) are deemed received:

- If sent by email, within one hour after emailing it and provided the email has left from the sender's outlook.
- If sent by the Platform's internal mail, immediately after sending it.
- If sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine.
- If sent by telephone once the telephone conversation has been finished.
- If sent by post, seven calendar days after posting it.



- If sent via commercial courier service, at the date of signing of the document on receipt of such notice.
- If sent by air mail, eight Business Days after the date of their dispatch.
- If posted on the Company Webpage, within one hour after it has been posted.

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

22.7. Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute evidence.

22.8. The Client shall be able to call the Company within its normal working hours. The Company may contact the Client outside its normal working hours. Any notices received outside the normal working hours shall be treated as being received the following Business Day.

22.9. Any Written Notices sent to the Company shall have to be received within the working hours of the Company. Notwithstanding paragraph 23.5.

### **23. Personal Data, Confidentiality, Recording of Telephone Calls and Records**

23.1. The Company may collect client information directly from the Client (in his completed Account Opening Application Form or otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.

23.2. Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, anti-money laundering and due diligence checks, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

23.3. The Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances:

- (a) Where required by law or a court order by a competent Court.
- (b) Where requested any regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients.
- (c) To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity.
- (d) To such an extent as reasonably required so as to execute Orders and for purposes ancillary to the provision of the Services.



(e) To credit reference and fraud prevention agencies, third authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company.

(f) To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well.

(g) To other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement.

(h) To a Trade Repository or similar under the Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties (CCPs) and trade repositories (TRs) (EMIR).

(i) To other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregated form.

(j) To market research call centers that provide telephone or email surveys with the purpose to improve the services of the Company, in such a case only the contact details the data will be provided.

(k) Where necessary in order for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or Ombudsman or governmental authority.

(l) At the Client's request or with the Client's consent.

(m) To an Affiliate of the Company or any other company in the same group of the Company.

(n) To successors or assignees or transferees or buyers, with ten Business Days prior Written Notice to the Client, and for the purposes of paragraph 34.2. of the Client Agreement.

(o) Client Information is disclosed in relation to US taxpayers.

23.4. If the Client is a natural person, the Company will use, store, process and handle personal information provided by the Client and the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any), provided that the Client pays an administrative fee.



23.5. By entering into this Agreement, the Client will be consenting to the transmittal of the Client's personal data outside the European Economic Area.

23.6. Telephone conversations between the Client and the Company may be recorded and kept by the Company and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of conversations so recorded.

23.7. The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client.

23.8. The Client accepts that the Company or any Affiliate of the Company or any other company in the same group of the Company may make contact with the Client, from time to time, by telephone, fax, email or post for marketing purposes to bring to the Client's attention products or services that may be of interest to him or to conduct market research. If the Client is a natural person such marketing communications will be made only with the Client's consent.

23.9. The Company will keep records containing Client personal data, trading information, account opening documents, communications and anything else which relates to the Client for at least five years after termination of the Agreement.

#### **24. Amendment of the Agreement**

24.1. The Company may upgrade the Client Account, convert Client Account type, upgrade or replace the Platform or enhance the services offered to the Client if it reasonably considers this is to the Client's advantage and there is no increased cost to the Client.

24.2. The Company may also change any terms of this Agreement (which includes this Client Agreement and its Appendices and Bonus terms and conditions, Complaint handling Policy, KYC Policy, Privacy Policy, Refund Policy, RISK DISCLOSURE AND WARNINGS NOTICE, AML Policy, Interpretation of Terms, Summary of Conflicts of Interest Policy, Summary Best Interest and Order Execution Policy, Risk Disclosure and Warnings Notice, Complaints Procedure for Clients) for any of the following reasons:

(a) To cover:

- the involvement of any service or facility the Company offers to the Client; or
- the introduction of a new service or facility; or
- the replacement of an existing service or facility with a new one; or
- the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by the Client at any time in the previous year, or it has become very expensive for the Company to offer.

(b) To enable the Company to make reasonable changes to the services offered to the Client as a result of changes in:

- the banking, investment or financial system; or



- technology; or
- the systems or Platform used by the Company to run its business or offer the Services hereunder.

(c) As a result of a request of any authority or as a result of change or expected change in Applicable Regulations.

(d) Where the Company finds that any term in the Agreement is inconsistent with Applicable Regulations. In such a case, it will not rely on that term but treat it as if it did reflect the relevant Applicable Regulations and shall update the Agreement to reflect the Applicable Regulations.

24.3. Notwithstanding any of the above, as long as the Client is able to end the Agreement without charge, the Company may change any of the terms of the Agreement for any reason not listed under paragraph 24.2.

## **25. Termination and Results of Termination**

25.1. Without prejudice to the Company's rights under this Agreement to terminate it immediately without prior notice to the Client, each Party may terminate this Agreement with immediate effect by giving at least 15 Business Days 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 or any legal rights or obligations which may already have arisen under the Agreement or any Transactions made hereunder.

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) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement.

25.4. Once notice of termination of this Agreement is sent and before the termination date:

(a) the Client will have an obligation to close all his Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions;

(b) the Company will be entitled to cease to grant the Client access to the Platform(s) or may limit the functionalities the Client is allowed to use on the Platform(s);

(c) the Company will be entitled to refuse to accept new Orders from the Client;

(d) the Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

25.5. Upon Termination any or all the following may apply:





(a) The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances;

(b) The Company has the right to close the Client Account(s);

(c) The Company has the right to convert any currency;

(d) The Company has the right to close out the Client's Open Positions;

(e) In absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favor, 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. It is understood that the Company will affect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect thirty party payments.

## **26. Force Majeure**

26.1. A Force Majeure Event includes without limitation each of the following and which makes it impossible or very impractical for the Company to comply with the Agreement:

(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) Labor disputes and lock-out.

(d) Suspension of trading on a market or the liquidation or closure of any market, or the fixing of minimum or maximum prices for trading on a market 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 a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms.

(e) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, supervisory, regulatory or supranational body or authority.



(f) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or willful default of the Company).

(g) Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default.

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

- 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.
- 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.
- Shut down the Platform(s) in case of malfunction for maintenance or to avoid damage.
- Cancel any Client Orders.
- Refuse to accept Orders from Clients.
- Inactivate the Client Account.
- Increase Margin requirements without notice.
- Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate.
- Increase Spreads.
- Decrease Leverage.

26.3. 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.

## **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 in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud, 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.

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:

- Any error or failure or interruption or disconnection in the operation of the Platform(s), or any delay caused by the Client Terminal or Transactions made via the Client Terminal, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.



- 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.  
The acts, omissions or negligence of any third party.
- Any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data.
- 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.
- Any of the risks of the Risks Disclosure and Warnings Notice.
- Currency risk.
- Any changes in the rates of tax.
- The occurrence of Slippage.
- The Client relying on functions such as Trailing Stop, Expert Advisor and Stop Loss Orders.
- Under abnormal Market Conditions.
- Any acts or omissions (including negligence and fraud) of the Client and/or his Authorized Representative.
- For the Client's or his Authorized Representative's trading decisions.
- All Orders given through and under the Client's Access Data.
- The contents, correctness, accuracy and completeness of any communication spread by the use of the Platform(s).
- As a result of the Client engaging in Social Trading (if applicable).

27.3. If the Company, its Directors, Officers, employees, Affiliates, or Agents incur 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 the use of the Platform(s), that the Company, its Directors, Officers, employees, Affiliates, or Agents bear no responsibility whatsoever, 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, incidental or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement, the provision of the Services or the use of the Platform(s).

27.5. The Company's cumulative liability to the Client shall not exceed the fees paid to the Company under this Agreement in relation to the particular Client for the Provision of the Services and use of the Platform(s).

## **28. Representations and Warranties**

28.1. The Client represents and warrants to the Company the following:

- The Client is at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to him.
- The Client is of a sound mind and capable of taking decisions for his own actions.



- There are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, depending on the Client's nationality or religion.
- 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.
- The Client will not use the IP or the Platform or Website in contravention to this Agreement, or for unauthorized or unlawful purposes and that he will use the IP, Platform and Website only for the benefit of his Client Account and not on behalf of any other person.
- The Client is duly authorized to enter into the Agreement, to give Orders and to perform its obligations hereunder.
- The Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed Account Opening Application Form on the Client's behalf is duly authorized to do so.
- The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received.
- The information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic.
- The Client has read and fully understood the terms of the Agreement including the information in the Appendices.
- The Client funds used for trading are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing.
- The Client is not a Politically Exposed Person and does not have any relationship (for example relative or business associate) with a person who holds or has held a prominent public position within the last 12 months. If the above statement is untrue and in the event that the Client has not disclosed this already in the Account Opening Application Form, he will inform the Company as soon as possible will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person.
- The Client is not from the USA, North Korea, Japan, Turkey, Israel, Iran, as the Company does not accept Clients from these countries.
- He has read and understands the Risks Disclosure and Warnings Notice.
- The Client consents to the provision of the information of the Agreement by means of a Website or email.
- The Client confirms that he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreements, Policies and information about the nature and risks of investments by posting such information on the Website or email. Should the Client wish, he may request for these to be sent by post or fax.

## 29. **Applicable and Governing Law and Applicable Regulations**



29.1. All disputes and controversies arising out of or in connection with the Agreement shall be finally settled in court in Seychelle.

29.2. This Agreement is governed by the Laws of Seychelles.

29.3. All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

### **30. Severability**

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

### **31. Assignment**

31.1. The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement. This may be done without limitation in the event of merger or acquisition of the Company with a third party, reorganization of the Company, winding up of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party.

31.2. It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 31.1 above, the Company shall have the right to disclose and/or transfer all Client Information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history) transfer the Client Account and the Client Money as required.

31.3. The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement.

### **32. Authorized Representative**

32.1. The Company may in certain cases accept an Authorized Representative on behalf of the Client to place Orders to the Company or to handle any other matters related to the Client Account or this Agreement, provided the Client notifies the Company in writing of the appointment of an Authorized Representative and this person is approved by the Company fulfilling all of the Company specifications for this.



32.2. Unless the Company receives a written notification from the Client for the termination of the authorization of Authorized Representative, the Company, without prejudice to paragraph.

32.3. Herein below, has the right to continue accepting Orders and/ or other instructions relating to the Client Account by the Authorized Representative on the Client's behalf and the Client will recognize such orders as valid and committing to him.

32.4. The written notification for the termination of the authorization of the Authorized Representative has to be received by the Company with at least 5 days notice prior the termination of the authorization date.

32.5. The Company has the right (but NOT an obligation to the Client) to refuse to accept Orders and/ or other instructions relating to the Client Account from the Authorized Representative in any of the following cases:

- (a) if the Company reasonably suspects that the Authorized Representative is not legally allowed or properly authorized to act as such;
- (b) an Event of Default occurred;
- (c) in order for the Company to ensure compliance with the relevant market rules and or practices, Applicable Regulations or other applicable laws;
- or (d) in order to protect the interest of the Client.

### **33. Multiple Account Holders**

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

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

### **34. Bonus**

34.1. Any bonus or similar benefits provided by the Company from time to time shall be governed by their terms and conditions.

34.2. The Client has the right to either accept or refuse a bonus or similar benefits.

34.3. The bonus will be credited to a Client's trading account once the Client is accepted by the Company and fully accomplished the Company's compliance procedure.



34.4. The bonus, if so shall be distributed, shall become a part of the deposit for securing trading results, but shall not be available for withdrawal, unless the required trading volume has been performed in the Trading Account (the “Required Volume”). The required trading volume on the customer’s account is that a customer wagers a total account volume which will be equal to twenty-five thousand (25,000) times the leveraged amount of the specific deposit that the bonus was attached/given to. Each bonus credit will be calculated separately counting from the date it was credited to the account. Multiple bonus credits will be calculated individually from old to new.

34.5. Withdrawal funds from account with a bonus:

34.6. The Client can withdraw his initial deposit at any time when the withdrawal requirements are met (please see Paragraph 16.9 above.).

34.7. If the Client has asked to withdraw funds from his Trading Account before the required volume define per each event by the Company has been achieved, then the Credit and any profits shall forfeit if only initial deposit is withdrawn from the account’s Balance (the Client shall be entitled to withdraw his initial deposit funds as present in the Trading Account, i.e. minus trading loses, commission(s) and any other loss or expense).

34.8. In cases where a Client has several accounts the bonuses on these accounts will be considered as one and a forfeiture of a bonus on one of the accounts implied by a withdrawal will induce a forfeiture of the bonuses on all the other accounts as well or individually depends on the client membership.

34.9. The Clients of the company will benefit from a “Friend Referral” bonus when they refer a friend, subject to the same abovementioned withdrawal conditions.

34.10. The Bonus can be forfeited in case the Company suspects any act of fraud or breach of the Company’s Terms and Conditions without further explanation.

34.11. Bonus will be cash withdrawable upon completion of required trading volume.

34.12. The Company has the right to remove any bonus and any profits made using this particular bonus upon suspicion of abuse of credit.

### 35. Risk Free Trade

- Subject to all Terms, “PTA” (Protected Trading Account) is available to participants who fulfilled all the following criteria:
  - The Offers relate to a minimum approved deposit of 5,000 USD and up to 10,000 USD deposit.
  - Protected trade will be valid only on the first trade.
  - The protected time period is limited to a maximum of 15 days (including weekends) from the account activation date.
  - It is the client’s responsibility to contact the Company to claim a refund in case of a loss on the first risk free trade. The risk department will review the request and in the case that all



conditions were met, the loss will be refunded up to 48 hours from the claim date. This promotion shall be valid according to the company's decision and sole discretion. This promotion shall be valid according to the company's decision and sole discretion.

35.2. The Company reserves the right to alter, amend or terminate this Promotion, or any aspect of it, at any time without prior notice. We may make changes to this Promotion's Terms and will notify you of these changes by posting the modified terms on the website. We recommend that you revisit these Promotion terms regularly, and by your continued use of the website and services, you accept any such modified terms.

35.3. Any dispute or situation not covered by these Promotional Terms will be resolved by our management team in a manner it deems to be the fairest to all concerned. The decision shall be final and/or binding on all entrants. No correspondence will be entered into.

## **Appendix 1 – CFD TRADING**

### **TERMS**

#### **• Scope**

1.1. This Appendix is applicable only to those Clients trading in the Financial Instruments of CFDs.

#### **2. Types of CFD Orders**

2.1. The following CFD Orders may be placed with the Company, depending on the types of Client Account the Client has:

- **Previously Quoted.** The Client sends new Orders with reference to a previously received executable price.
- **Limit.** Orders executed according to Client specifications at the limit price or better until they are filled, canceled, or expired.
- **Market.** Orders are executed immediately at the best available price in the system.
- **Market Range.** Orders are executed immediately at the best available price in the system as long as the slippage is within the range specified.
- **Stop.** Orders are active but do not execute until the market price reaches the Order's trigger price. Orders are then executed as market or market range orders depending on whether or not the related field is specified.
- **Stop Limit.** Orders are active but do not execute until the market price reaches the Order's trigger price. Orders are then executed as limit orders at the order limit price or better.





### **3. Placing, Cancelling or Removing Orders and Execution of Client Orders**

3.1. Orders can be placed, executed, changed or removed within the Trading Hours for each type of CFD appearing on the Company's Website as amended from the Company from time to time.

3.2. Pending Orders, not executed, shall remain effective through the next trading session (as applicable).

3.3. Market Orders not executed because there is not enough volume to fill them, will not remain effective and will be cancelled.

3.4. All open spot positions will be rolled over to the next business day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open spot position. Any open forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.

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

3.6. Orders cannot be changed or removed after being placed in the market. Stop Loss and Take Profit Orders may be changed even if the trade was placed in the market as long as they are higher in distance than a specific level (depending on the trading symbol).

3.7. The Client may change the expiry date of Pending Orders or delete or modify a Pending Order before it is executed.

3.8. The Company shall receive and transmit for execution to the Liquidity Provider all Orders given by the Client strictly in accordance with their terms. The Company will have no responsibility for checking the accuracy of any Order.

3.9. CFD Orders are executed as:

- CFD on currency pairs:
- Take Profit (T/P) orders are executed at stated prices;
- Stop Loss (S/L) orders set for lock positions are executed at first market prices;
- Limit orders are executed at stated prices;
- Buy Stop and Sell Stop orders for position opening are executed at first market prices. CFD on other underlying assets:
- Take Profit (T/P) orders are executed at stated prices; Limit orders are executed at stated prices;
- Stop Loss (S/L) orders are executed at first market prices;
- Buy Stop and Sell Stop orders for the opening position are executed at first market prices.

3.10. During the course of this Agreement in relation to all individual CFD trading the Company will receive the Client Orders and transmit them for execution to a third party (called the Liquidity Provider)



who may in turn transmit the order to another party for execution. The Company will not be the counterparty in a CFD. A list of the Company's execution venues is available on the Website.

3.11. The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions. When the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue.

3.12. It is the Client's responsibility to be always aware of his positions at all times.

3.13. The Quotes appearing on the Client's terminal are based on the quotes from liquidity providers and are indicative quotes and hence the actual execution price may vary depending on the market conditions. For example, if there is high volatility in the Underlying Market the execution of the Order may change due to execution time and also the Client may ask for price but he will get the first price that will be in the market and this may result in positive or negative Slippage for the Client.

3.14. If the Company is unable to proceed with an Order, with regard to price or size or other reason, depending on the Order type, the Order may be rejected or partially filled. The Company offers STP execution of Orders and hence re-quotes from the Company are not possible.

#### **4. Costs, Financing Charges, Swaps**

4.1. The Company's BID and ASK prices for a given CFD are calculated by reference to the price of the relevant Underlying Asset, which the Company obtains from third party external reference sources (i.e., from Liquidity Providers). The difference between the BID and ASK prices quoted of a given CFD is the Spread. The Company may choose to increase the Spread between the BID and ASK prices it quotes Clients compared to the Prices it obtains from third party external reference sources. These appear on the Website.

4.2. When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect what the Company thinks to be the current Bid and Ask price of the relevant Underlying Asset at that time. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

4.3. For opening a position in some types of CFDs the Client may be required to pay commission or financing fees, the amount of which shall be disclosed on the Company's Website. Commissions may be charged either in the form of a percentage of the overall value of the trade or as fixed amounts. In the case of financing fees, the value of opened positions in some types of CFDs is increased or reduced by a daily financing fee "swap rate" throughout the life of the contract.

4.4. Swaps are shown on the Company's trading platform.

#### **5. Lots**



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

#### **6. Trailing Stop, Expert Advisor and Stop Loss Orders**

6.1. The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever.

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

#### **7. Margin Requirements**

7.1. The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as the Company, at its sole discretion, may determine at any time under the Contract Specifications for each type of CFD.

7.2. Unless a Force Majeure Event has occurred, the Company has the right to change the Margin requirements, giving to the Client three (3) Business Days Written Notice prior to these amendments and the Company has the right to apply new Margin requirements to the new positions.

7.3. The Company has the right to change Margin requirements without prior notice to the Client in the case of Force Majeure Event and especially when there are abnormal market conditions. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.

7.4. Without prejudice to paragraph 13.1. of the Client Agreement, the Company has the right to close at market prices and or limit the size of Client Open Positions and to refuse new Client Orders to establish new positions in any of the following cases:

- The Company considers that there are abnormal trading conditions.
- The value of Client collateral falls below the minimum margin requirement.
- At any time equity (current balance including open positions) is equal to or less than a specified percentage of the margin (collateral) needed to keep the open position.

The Company makes a Margin Call (i.e., the Platform automatically notifies the Client) and the Client fails to meet it.

7.5. When the Platform automatically warns the Client that it reached a specific percentage of the Margin in the Client Account, then the Client should take any or any of the three options to deal with the situation:

- Limit his exposure (close trades); or

# DBS Capital

- Hedge his positions (open counter positions to the ones he has right now) while reevaluating the situation; or
- Deposit more money in his Client Account.

7.6. When the Client reaches 20% of the Margin in the Client Account, his positions will start closing automatically at market prices (Stop Out level of 20%) starting with the most losing Order and the Company has the right to refuse new Orders.

7.7. The margin must be paid in monetary funds in the Currency of the Client Account.

7.8. The Client undertakes neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to the Company.

***By accessing The Company's website and any pages linked thereto, you agree to the terms and conditions on our website.***