

# **Terms & Conditions**

**CAMEL INTERNATIONAL LIMITED**



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# CLIENT AGREEMENT

## 1. TERMS & CONDITIONS OF BUSINESS

These are the entire terms and conditions that apply to the access and/or use of any of the Website(s), Electronic Trading Platform(s), Software and/or Services (hereinafter, collectively, referred to as our “*Online Trading Facility*”) that are provided by “**CAMEL INTERNATIONAL LIMITED**”.

“**CAMEL INTERNATIONAL LIMITED**” brokerage services are provided by “**CAMEL INTERNATIONAL LIMITED**”, which is a Seychelles Investment Firm registered with the Registrar of Companies in Seychelles under number: **8426166-1** and regulated by the Seychelles Financial Services Authority (“*FSA*”) under license number [SD074] (hereinafter referred to as “**CAMEL INTERNATIONAL LIMITED**” and/or “*we*” and/or “*our*” and/or “*us*”). All access and/or use of our Online Trading Facility is subject to these terms and conditions (hereinafter referred to as these “*Terms and Conditions*” and/or this “*Agreement*”) in accordance with the terms hereof.

Please read these Terms and Conditions completely and carefully before accessing and/or using our Online Trading Facility. You must read, agree with and accept all of the terms and conditions contained in this Agreement without modifications, which include those Terms and Conditions expressly set out below, and those incorporated herein by reference, before you may become a client of **CAMEL INTERNATIONAL LIMITED**.

**IF YOU HAVE OBJECTIONS TO ANY OF THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, AND/OR IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, OR ANY PART THEREOF, DO NOT ACCESS AND/OR USE OUR ONLINE TRADING FACILITY IN ANY WAY AND INFORM US IN WRITING IMMEDIATELY.**

Your access and use of our Online Trading Facility constitutes your acceptance of these Terms and Conditions and any other legal notices and statements contained on or in our Online Trading Facility. Your access and use of our Online Trading Facility is governed by the version of these Terms and Conditions that is in effect on the date on which our Online Trading Facility is accessed and/or used by you. Please feel free to contact our customer support team at support@camel-intl.com for any clarifications before you continue to access and/or use of our Online Trading Facility.

We reserve the right to amend, alter, modify, delete or add to any of the provisions of these Terms and Conditions at any time, in accordance with the Terms hereof, provided that the FSA’s written approval has been granted. When these Terms and Conditions are modified (hereinafter referred to as “*Changes*”) we will post such Changes on our Online Trading Facility and/or otherwise notify you of such Changes. Each such notification shall be deemed as sufficient notice and it is your duty to consult and/or to check regularly this Agreement on our Online Trading Facility regarding any such Changes. Therefore, you should review these pages from time to time so as to ensure that you will be aware of any such Changes. All amended terms shall be effective five (5) calendar days after their initial posting on our Online Trading Facility, or as of the first time that you access and/or use our Online Trading Facility after such amendments were made, whichever is sooner. Your continued use of our Online Trading Facility after the publication of any Changes shall be considered as your agreement to such modified Terms and Conditions and shall be governed by those Terms and Conditions, as modified. If you do not wish to be bound by those Changes, you should cease to access and/or use our Online Trading Facility and inform us in writing, immediately.

Some areas or parts of our Online Trading Facility may have different specific terms of access and/or use posted on them. If there is a conflict or discrepancy between these Terms and Conditions and any such specific terms of access and/or use, the latter shall have precedence with respect to your access and/or use of such relevant area or part of our Online Trading Facility.

Trading on any financial market involves a significant level of risk. Please be aware then that the contents of our Online Trading Facility are neither a solicitation, nor an offer to enter into any transactions on the financial market(s).

The contents of our Online Trading Facility and of any communications you may receive from us, via Electronic Messaging, website postings, e-mail, telephone, telefax or otherwise, and any part of any member's area on our Online Trading Facility, in particular, are for general information and educational purposes only and do not amount to investment advice or unsolicited financial promotions to you. Please do read our "**Risk Warnings & Disclaimers**" on our Online Trading Facility, before accessing and/or using our Online trading Facility.

Furthermore, the following steps are to be followed by us prior to entering into a contractual relationship with you:

- a. Take precautionary measures to assess and ascertain the suitability of those services or products to the financial consumer;
- b. Explain the important aspects of the financial services or products and of the contract to the you, the consumer;
- c. Disclose associated risks;
- d. Have you, the financial consumer sign a disclosure form in which you acknowledge that the contents of the disclosure form have been explained and that you have understood the benefits and the risks of the financial services or products.

## CHAPTER A: SCOPE OF AGREEMENT

### 2. PARTIES TO THE AGREEMENT

1.1 This Agreement is made between yourself, as our client (hereinafter referred to as "**you**" or "**your**" or, in general terms, the "**client**") and **CAMEL INTERNATIONAL LIMITED**, a limited liability company formed under the laws of Seychelles and regulated by the Seychelles Financial Services Authority (FSA) - License Number[SD074], having its registered office at Suite 3, Global Village, Jivan's Complex, Mont Fleuri, Mahe Seychelles, registered with the Registrar of Companies in Seychelles under number: (8426166-1), and any of its designated and permitted successors, assigns and those of its subsidiaries and affiliates that are identified further in this Agreement. This Agreement describes in full detail the Terms and Conditions you must accept, without restrictions or objections, before accessing and/or using our Online Trading Facility. Furthermore, before you access and/or use our Online Trading Facility and before you become a client of **CAMEL INTERNATIONAL LIMITED** you must fully understand and agree to all the terms and conditions expressly explained and/or implied hereto, and/or incorporated herein by reference. Notwithstanding anything to the contrary, by continuing to use our Online Trading Facility you are implying that you have read these Terms and Conditions and have unconditionally accepted these Terms and Conditions in their entirety and without reservation.

1.2 **CAMEL INTERNATIONAL LIMITED** (henceforth "**us**", "**our**" or "**we**") and "**you**", as our client (henceforth "**you**", "**your**" or, in general terms, the "**client**"), may hereinafter be referred to, individually, as a "**Party**" and, collectively, as the "**Parties**".

### 3. ELECTRONIC SIGNATURES AND ACCEPTANCE OF AGREEMENT(S)

2.1 You hereby expressly acknowledge and agree that: (a) by downloading, completing and/or submitting to us the account documentation and forms posted on our Online Trading Facility (hereinafter referred to as the "**Account Opening Application Form(s)**") and/or clicking in the appropriate space, or on the "**I Accept**" button, or similar buttons or links as may be designated by us to show your approval and acceptance of this Agreement, and/or (b) by accessing or using, and/or by continuing to access or use, our Online Trading Facility, you are entering into a legally binding contract by and between you and us, and you fully agree to abide by and to be bound by all the Terms and Conditions set out in this Agreement, as they may apply to you.

2.2 You hereby agree to communications being made, and to the delivery of this Agreement and/or any agreements by and between us, or changes in these Terms and Conditions, via electronic media (including, without limitation, Electronic Messaging, website postings e-mail, or other electronic means) to the extent permitted by Applicable Laws, Rules and/or Regulations. Communications being made via electronic media in order to enter into contracts, place Orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through our Online Trading Facility and/or in relation thereto, shall, to the extent permitted by Applicable Laws, Rules and/or Regulations, be treated as satisfying any legal requirement that a communication should be 'signed' and 'in writing'. Accordingly, any such documents that are delivered to you electronically are deemed to be "in writing".

2.3 If your signature or acknowledgement is required or requested with respect to any such document and you "click" in the appropriate space, or on the "**I Accept**" button, "**Submit**" button, or on similar buttons or links as may be designated by us to show your approval and acceptance thereof, or take such other action as may be indicated on our Online Trading Facility, you will be deemed to have 'signed' and/or acknowledged the document to the same extent and with the same effect as if you had signed the document manually. To the extent permitted under applicable mandatory law, you hereby waive any rights or requirements under

any Applicable Laws, Rules and/or Regulations in any jurisdiction, which require an original (non-electronic) signature or delivery or retention of non-electronic records.

2.4 You hereby expressly acknowledge your understanding that you have the right to withdraw your consent to the electronic delivery and signature of documents at any time by providing prior written notice to us. However, if you revoke your consent, your access to an/or use of our Online Trading Facility may be restricted or terminated, at our sole discretion and without any obligation on our end to provide you with any explanation and/or justification thereof.

#### **4. ACCEPTANCE & SCOPE OF AGREEMENT(S)**

4.1 We shall evaluate the Account Opening Application Form(s) you submitted for the purpose of becoming a client of us and shall inform you by e-mail whether your application is accepted or not. It is at the Company's sole discretion that the Company may not accept you as a client, and hence refuse to open a client account for you, and/or refuse to allow the client to initiate trading activities, until the client properly and fully fills in and submits the Account Opening Application Form together with all the required identification documentation and all internal Company checks (including but not limited to AML checks, appropriateness tests and identification procedures) have been fully satisfied. The Company retains the right, for the duration of the business relationship with the client, to request at any time any other documentation and/or information from the client that the Company considers necessary as part of the Company's ongoing monitoring of the client's activity. The right to impose additional due diligence requirements is retained, for clients residing in certain countries. The Company reserves the right to refuse and/or decline your application(s), at our sole discretion and for any reason, without being obliged to provide you with any explanation or justification.

4.2 Without prejudice to the provisions of **Section 4.1** hereinabove, in particular as regards your acceptance and acknowledgement of this Agreement, we will become a counterparty bound to this Agreement, and this Agreement will become binding on us, only as of the date on which we are sending the above-mentioned confirmation e-mail, as indicated thereon (the "*Effective Date*").

4.3 This Agreement applies to all of our Online Trading Facility, including, without limitation, all electronic Content thereof and/or Software provide thereon (including, without limitation, all real time information about the Price Quotes of Supported Financial Instruments provided thereon); as well as all program facilities for executing Transactions in Supported Financial Instruments via our Online Trading Facility via the Internet, Electronic Messaging, website postings, e-mail, phone, fax or otherwise, and any other features, content or services that we may add in the future.

4.4 Some areas or parts of our Online Trading Facility may have different specific terms of access and/or use posted thereon. If there is a conflict and/or discrepancy between these Terms and Conditions and any such specific terms of access and/or use, the latter shall have precedence with respect to your access and/or use of such relevant area or part of our Online Trading Facility.

4.5 We may from time to time send to you further communications in respect of certain Transactions and/or Contracts, which may contain specific legal and/or contractual provisions applicable with respect to such Transactions and/or Contracts. In the event of any conflict and/or discrepancy between the clauses of this Agreement and/or its annexes, appendices, addenda, attachments, schedules and/or exhibits, and the legal and/or contractual provisions set forth in such communications to you in respect of certain Transactions and/or Contracts, the latter shall prevail. The fact that a legal and/or contractual provision is specifically set forth herein, or is included in a specific communication to you, in respect of one particular Transaction and/or Contract, shall not preclude a similar legal and/or contractual provision being expressed or implied, or being applicable, in relation to any other Transaction and/or Contract.

## 5. AUTHORIZATION

5.1 Our Online Trading Facility is available to, and may only be used by, individuals, corporations, companies, joint ventures, partnerships or any other legal entities or associations of individuals or other legal entities (hereinafter referred to as "**Legal Entit(y)ies**"), which can form legally binding contracts under the law applicable to their country of residence or, in the case of Legal Entities, in their country of formation, incorporation and/or domiciliation. Without limiting the foregoing, our Online Trading Facility is NOT available to Persons who are under the age of 18, or otherwise under legal age in their country of residence (hereinafter referred to as "**Minors**"), or who, otherwise, cannot form legally binding contracts under the law(s) applicable in their country of residence or, in the case of Legal Entities, in their country of formation, incorporation and/or domiciliation.

**5.2 IF YOU ARE A MINOR, OR IF YOU CANNOT FORM LEGALLY BINDING CONTRACTS UNDER THE LAW(S) APPLICABLE IN YOUR COUNTRY OF RESIDENCE OR, IN THE CASE OF LEGAL ENTITIES, IN THEIR COUNTRY OF FORMATION, INCORPORATION AND/OR DOMICILIATION, YOU MAY NOT ACCESS AND/OR USE OUR ONLINE TRADING FACILITY. IF YOU DO NOT QUALIFY,**

**PLEASE DO NOT ACCESS AND/OR USE OUR ONLINE TRADING FACILITY AND INFORM US IN WRITING IMMEDIATELY.**

5.3 For avoidance of doubt, we shall not be responsible for any unauthorized access and/or use by Minors of our Online Trading Facility in any way or manner and we are not responsible for determining whether any Transactions and/or Contracts you may enter into via our Online trading Platform are suitable, appropriate or advisable to you.

5.4 In accordance with the foregoing, you hereby represent and warrant, without prejudice to any other representations, warranties and/or covenants made under this Agreement: (a) that you are an individual who, or a Legal Entity that, can form legally binding contracts under the laws applicable in your country of residence, or, in the case of a Legal Entity, in its country of formation, incorporation and/or domiciliation; (b) if you are an individual, that you are above the age of 18 or otherwise above the legal age in your country of residence; (c) that all of the information provided by you to us for the purposes of, or in the context of, opening an account with us and/or accessing and/or using our Online Trading Facility (in particular, but without limitation, in your Account Opening Application Form(s)) is correct and current; (d) that you have all necessary rights, power, and authority to enter into this Agreement and to perform the acts required of you hereunder; (e) that you are not a politically exposed person and you do not have any relationship (e.g., relative, associate, etc...) with a person who holds or held during the last twelve (12) months any public position.

5.5 To the extent that the party intending to open an Account with us or intending to access and/or use our Online trading Facility is a Legal Entity, you represent and warrant that you are legally authorized to bind such Legal Entity for the purposes of this Agreement and/or the services to be provided hereunder, and that your execution and/or acceptance of this Agreement, as provided herein, shall be binding on, and enforceable against, such Legal Entity, for any and all purposes and intents of this Agreement.

**5.6 IF ANY OF THE STATEMENTS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH IS UNTRUE OR INACCURATE WITH RESPECT TO YOU, PLEASE INFORM OUR CLIENT SUPPORT TEAM IMMEDIATELY IN WRITING AND WE SHALL INFORM YOU IF, HOW AND/OR WHETHER YOU MAY CONTINUE TO ACCESS AND/OR USE OUR ONLINE TRADING FACILITY.**

5.7 In agreeing to these Terms and Conditions, you authorise us, or agents acting on our behalf to investigate your credit standing and in connection therewith to contact such banks, financial institutions and credit agencies as we shall deem appropriate to verify such information. You further authorise us to investigate any

current and past investment activity, and in connection therewith, to contact such, exchanges, broker/dealers, banks, and others as we shall deem appropriate.

## **6. CONFIDENTIALITY, PERSONAL DATA, AND RECORDS**

6.1 The Company may collect client information directly from the Client (in his completed Onboarding Form or otherwise), or from other persons including, but not limited to, credit reference agencies, fraud prevention agencies, third party authentication service providers, other financial institutions, and any other providers of registers.

6.2 Client information held by the Company is to be treated by the Company as confidential and will not be used for any purpose, other than in connection with the provision, administration, and improvement of the services, for research and statistical purposes and for marketing purposes and as provided for under paragraph 6.3, under Chapter A of this Document. Certain data, including personal data, may be used by the Company to diagnose or fix technological issues, security problems and vulnerabilities and disclosed to a third party. Information that already exists in a public domain or was already possessed by the Company prior to any duty of confidentiality, will not be regarded as confidential.

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

- Where required by law or a competent court;
- Where requested by a bank, payment service provider, regulatory/supervisory or any other supervisory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has clients;
- To relevant authorities to investigate suspicion of, or prevent fraud, money laundering, or other illegal activity;
- To credit reference and fraud prevention agencies, third authentication service providers and other financial institutions/ brokers for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so, these agencies/ parties may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company;
- 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;
- Only to the extent required, to other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, store, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;
- Only to the extent required, to other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;
- To market research call centers that provide telephone or email surveys with the purpose to improve the services of the Company;
- In relation to the Company's vulnerabilities disclosure program;
- Where necessary, in order for the Company to defend or exercise its legal rights;
- At the Client's request or with the Client's consent;
- To an Affiliate of the Company;
- To successors or assignees or transferees or buyers, with five (5) Business Days prior Written Notice to the Client.

6.4 Records are required to be kept of all transactions and correspondence between the Company and the client for a period of not less than seven (7) years from the date of the last transaction between them.

## 7. EXPERIENCE AND KNOWLEDGE IN FINANCIAL MATTERS

7.1 Furthermore, our Online Trading Facility is available only to, and may only be used by Persons who have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of accessing and/or using our Online Trading Facility and entering into Transactions and Contracts via our Online Trading Facility and who have done so without relying on any information contained on, or in our Online Trading Facility and/or otherwise provided by us in relation thereto.

7.2 In accordance with the foregoing, you hereby represent, warrant and covenant, without prejudice to any other representations, warranties and/or covenants made under this Agreement: (a) that you have sufficient experience and knowledge in financial matters to be capable of evaluating the merits and risks of entering into Transactions and/or Contracts via our Online Trading Facility; (b) that you have done so without relying on any information contained on or in our Online Trading Facility and/or otherwise provided by us in relation thereto; (c) that you act as Principal and sole beneficial owner (but NOT as trustee) in entering into this Agreement and/or any Transactions and/or Contracts via our Online Trading Facility; (d) that, regardless of any subsequent determination to the contrary, trading in financial contracts, Transactions and/or Contracts via our Online Trading Facility (and in such other investments as we may from time to time agree) is suitable for you and that you are aware of all risks involved with such Transactions and/or Contracts; (e) that you are willing and financially able to sustain a total loss of funds resulting from any Transactions and/or Contracts entered into via our Online Trading Facility; and (f) that you have read, and fully understood, the “*Risk Warnings & Disclaimers*” on our Online Trading Facility.

7.3 Without prejudice to any of the foregoing, we shall not be responsible for verifying and/or checking whether you have sufficient knowledge and/or experience for accessing and/or using our Online Trading Facility and/or entering into financial contracts via our Online Trading Facility, nor shall we be responsible for any damages and/or losses incurred by you as a result of insufficient knowledge and/or experience. ***IF YOU DO NOT QUALIFY, PLEASE DO NOT ACCESS AND/OR USE OUR ONLINE TRADING FACILITY AND INFORM US IN WRITING IMMEDIATELY.***

## 8. LEGAL RESTRICTIONS

8.1 Without limiting any of the foregoing, our Online Trading Facility is NOT available where it is illegal to access and/or use, and we reserve the right to refuse, decline and/or cancel our Online Trading Facility and/or any part or component thereof, at our sole discretion and for any reason, at any time, without being obliged to provide you with any explanation or justification thereof.

8.2 In that regard, you understand that the laws regarding financial contracts vary throughout the world, and that it is ***your***, and only ***your*** obligation alone to ensure that you fully comply with any law, regulation or directive, relevant to your country of residency, or, in the case of a Legal Entity, in its country of formation, incorporation and/or domiciliation, with regard to accessing and/or using our Online Trading Facility. For avoidance of doubt, the ability to access our Online Trading Facility does NOT necessarily mean that our Online Trading Facility, and/or any activities you may undertake through it, is/are legal under the laws, regulations or directives relevant to your country of residency, or, in the case of a Legal Entity, in its country of formation, incorporation and/or domiciliation. ***IF OUR ONLINE TRADING FACILITY, AND/OR ANY ACTIVITIES YOU MAY UNDERTAKE THROUGH IT, IS/ARE NOT LEGAL UNDER THE LAWS, REGULATIONS OR DIRECTIVES RELEVANT TO YOUR COUNTRY OF RESIDENCY, OR, IN THE CASE OF A LEGAL ENTITY, IN ITS COUNTRY OF FORMATION, INCORPORATION AND/OR DOMICILIATION, PLEASE DO NOT ACCESS AND/OR USE OUR ONLINE TRADING FACILITY AND INFORM US IN WRITING IMMEDIATELY.***

8.3 Our Online Trading Facility does NOT constitute, and may NOT be used for the purposes of, an offer and/or solicitation to anyone in any jurisdiction in which such offer and/or solicitation is not authorized,

and/or to any Person to whom it is unlawful to make such an offer and/or solicitation. Access to and/or use of our Online Trading Facility, and the offering of financial contracts via our Online Trading Facility, may be restricted in certain jurisdictions, and, accordingly, users accessing our Online Trading Facility are required to inform themselves of, and to observe, such restrictions.

**8.4 IMPORTANT NOTE: WE DO NOT ACCEPT ANY TRADING FROM CLIENTS RESIDING IN THE UNITED STATES. WE RESERVE THE RIGHT TO IMPOSE ADDITIONAL REQUIREMENTS OR PRE-CONDITIONS TO ACCEPT CLIENTS RESIDING IN OR FROM SPECIFIC COUNTRIES AT ANY TIME AND AT OUR SOLE AND EXCLUSIVE DISCRETION, WITHOUT BEING OBLIGED TO PROVIDE ANY EXPLANATION OR JUSTIFICATION.**

## **9. AMENDMENTS**

9.1 We reserve the right to amend, alter, modify, delete or add to any of the provisions of this Agreement at any time and at our sole discretion, without giving any advance or prior notice.

9.2 When these Terms and Conditions are modified (hereinafter referred to as “**Changes**”) we will post such Changes on our Online Trading Facility and/or otherwise notify you of such Changes. Each such notification shall be deemed as sufficient notice and it is **your** duty to consult and/or to check regularly this Agreement on our Online Trading Facility regarding any such Changes. Therefore, you should review these pages from time to time so as to ensure that you will be aware of any such Changes.

9.3 All amended terms shall be effective five (5) calendar days after their initial posting on our Online Trading Facility, or as of the first time that you access and/or use our Online Trading Facility after such amendments were made, whichever is sooner.

9.4 Your continued access and/or use of our Online Trading Facility after the publication of any Changes shall be considered as your agreement to such modified Terms and Conditions and shall be governed by those Terms and Conditions, as modified. **IF YOU DO NOT WISH TO BE BOUND BY SUCH CHANGES, YOU SHOULD CEASE TO ACCESS AND/OR USE OUR ONLINE TRADING FACILITY AND INFORM US IN WRITING, IMMEDIATELY.**

7.5 Some areas or parts of our Online Trading Facility may have different specific terms of access and/or use posted thereon. If there is a conflict and/or discrepancy between these Terms and Conditions and any such specific terms of access and/or use, the latter shall have precedence with respect to your access and/or use of such relevant area or part of our Online Trading Facility.

## **10. MOST RECENT VERSION OF THE AGREEMENT**

10.1 This is the most recent version of this Agreement, as released and posted as of July, 2022. This version of the Agreement modifies, replaces and supersedes all prior versions of this Agreement.

10.2 *A copy of this Agreement may be printed and retained in your files.*

## **11. ENTIRE AGREEMENT - SEVERABILITY**

11.1 This Agreement (together with its annexes, appendices, addenda, attachments, schedules and exhibits and/or amendments) represents the entire agreement between you and us concerning the access and use of our Online Trading Facility and it cancels and supersedes all previous arrangements or agreements by and between you and us with respect to the subject matter hereof, superseding any other communications or understandings between you and us, except as determined and/or stated otherwise *"in the terms agreed upon by mutual consent of the Parties"*.

11.2 Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to Applicable Laws, Rules and/or Regulations. Whenever there is any conflict and/or discrepancy between any provision of this Agreement and any present or future applicable statute, law, ordinance or regulation governing the transactions hereunder, the latter shall prevail, but in such event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.

11.3 Each part of this Agreement is a distinct undertaking. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement, which shall remain in full force and effect and shall in no way be affected or invalidated.

11.4 With respect to the provisions of this Agreement, which are held to be invalid or unenforceable, in whole or in part, the Parties will negotiate in good faith with the intention to replace the void provision with a valid one that in its economic effect complies best with the void provision in a manner consistent with their joint intention as expressed herein and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible.

11.5 Without limiting the foregoing, if any provision (or part of provision) contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

## 12. DEFINITIONS

12.1 For the purpose of this Agreement, unless the context otherwise requires, capitalized words and expressions shall have the meanings assigned to them in the defined terms that are set forth in bold and italics: (A) hereinafter, under the heading “***Definitions***”; and (B) throughout this Agreement:

(1) “***Account***”, when used in this Agreement, unless the context otherwise requires, shall mean, the uniquely assigned account that is created for a client when such client opens a trading account with us;

(2) “***Account Detailed Report***” or “***Account Summary***”, when used in this Agreement, unless the context otherwise requires, shall mean a statement of a client’s securities portfolio, open positions, Margin requirements, cash deposit etc..., at a specific point in time;

(3) “***Account Opening Application Form(s)***”, when used in this Agreement, unless the context otherwise requires, shall mean the account opening documentation and forms posted on our Online Trading Facility, which need to be completed by prospective clients for the purpose of opening an Account with us; we reserve the right to refuse and/or decline your account opening application(s), at our sole discretion and for any reason, without being obliged to provide any explanation or justification;

(4) “***Agent***”, when used in this Agreement, unless the context otherwise requires, shall mean an individual person or legal entity undertaking a transaction on behalf of another individual person or legal entity, but in his/its own name;

(5) “***Authorized Person***”, when used in this Agreement, unless the context otherwise requires, shall mean a person authorized by a client under a limited power-of-attorney, in accordance with these Terms and conditions, to represent such client and give Instructions to us;

(6) “**Act**”, when used in this Agreement, unless the context otherwise requires, shall mean, collectively, Seychelles Securities Act 2007 and Securities Regulations 2008 and which provide for the provision of Investment Services, the exercise of Investment Activities, the operation of Regulated Markets and other related matters, as the same may be modified and amended from time to time;

(7) “**Affiliate**” of a company or Person, when used in this Agreement, unless the context otherwise requires, shall mean any entity or person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such company or Person; for purposes of this definition, the term “**control**” (including, with correlative meaning, the terms “**controlled by**” and “**under common control with**”), as used with respect to a company or Person in this Agreement, shall mean the possession, directly or indirectly through one or more intermediaries, of the power to direct or cause the direction of management policies of such company or Person, whether through ownership of voting securities or otherwise;

(8) “**Agreement**”, when used herein, unless the context otherwise requires, shall mean this Agreement, inclusive of all of its annexes, appendices, addenda, attachments, schedules and exhibits and amendments, as the same may be in force from time to time and modified or amended from time to time;

(9) “**Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”) Legislation**”, when used in this Agreement, unless the context otherwise requires, shall mean, collectively, Securities Act 2007, Securities Regulations 2008, Anti Money Laundering Regulations 2012 and Anti Money Laundering Act, 2006, as the same may be in force from time to time and modified or amended from time to time;

(10) “**Applicable Laws and Regulations**”, when used in this Agreement, unless the context otherwise requires, shall mean, collectively, Seychelles Securities Act 2007, Securities Regulations 2008, Anti Money Laundering Regulations 2012 and Anti Money Laundering Act, 2006, as well as (G) any other rule or regulation of a relevant governmental and/or regulatory authority, the rules of any relevant investment exchange and/or any other relevant applicable local, state, federal and international laws, rules and regulations of the countries, jurisdictions in which either one of the Parties is residing, or, in the case of a Legal Entity is formed, incorporated, domiciliation and/or doing business, as the same may be in force from time to time and modified or amended from time to time;

(11) “**Associate**”, when used in this Agreement, unless the context otherwise requires, shall mean an undertaking in the same corporate group as us, a Representative whom we or an undertaking in the same group as us may appoint, or any other person with whom we have a relationship that might reasonably be expected to give rise to a community of interest between us and them;

(12) “**Balance**”, when used in this Agreement, unless the context otherwise requires, shall mean the balance of a client’s Account after the last Account transaction(s) made, within any given period of time;

(13) “**Business Day**”, when used in this Agreement, unless the context otherwise requires, shall mean any calendar day (except any Saturday or Sunday), beginning at 00:00 GMT + 2 and ending at 23:59 GMT + 2, on which banks in Seychelles are open for business;

(14) “**CFD Contract**” or “**CFD(s)**”, when used in this Agreement, unless the context otherwise requires, shall mean a contract which is a ‘contract for differences’ by reference to fluctuations in the price of the relevant underlying Security or index; trading in CFDs is trading on the outcome of the price of an underlying exchange instrument (e.g. an equity, currency or futures), whereby such trading does not occur on a recognized or regulated “**exchange**”; trading in CFDs is not subject to delivery of the underlying exchange instrument and/or any other interest; accordingly, the result of trading in CFDs is the difference between sell and buy CFD transactions only;

(15) “**Client**” or “**client**”, when used in this Agreement, unless the context otherwise requires, shall mean “**you**” or “**your**” and, in more general terms, any Person (A) who is interested in Transactions and/or Contracts, (B) who enters or has entered our Online Trading Facility, and/or (C) who has submitted to us all

required Account Opening Application Form(s) - including in each instance, without limitation, an original certified unexpired government-issued identification evidencing nationality, residence and bearing a photograph (e.g., driver's license, passport, Government residency card, or similar identification), and a valid recent official utility (water, gas, electricity, etc.) bill or bank statement, in each instance not more than three (3) months old, showing name and address, as required under any relevant "**Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation**", obligations and/or procedures applicable to us, and whom has been accepted as a client by us in accordance with the terms of this Agreement, in the manner set forth herein, and to whom Services will be provided by us;

(17) "**Collateral**", when used in this Agreement, unless the context otherwise requires, shall mean any securities or other assets deposited with us as a continuing Security and collateral for the payment and discharge of all obligations owing to us in relation to any Services provided by us under and/or pursuant to this Agreement;

(18) "**Commission, Charges & Margin Schedule**", when used in this Agreement, unless the context otherwise requires, shall mean the schedule of commissions, charges, Margin, interest and other rates which at any time may be applicable to our Services as determined by us on a current basis; the Commission, Charges & Margin Schedule is available on our Online Trading Facility and may be supplied separately on demand;

(19) "**Conflict of Interest Policy**", when used in this Agreement, unless the context otherwise requires, shall mean our prevailing policy regarding conflicts of interest, which is posted on our Online Trading Facility and may be supplied separately on demand; our Conflicts of Interest Policy is a policy only, it is not part of our Terms and Conditions of Business and is not intended to be contractually binding or impose or seek to impose any obligations on us which we would not otherwise have, but for the Securities Act 2007; we reserve the right to review and/or amend our Conflicts of Interest Policy at our sole discretion, whenever we deem fit or appropriate;

(20) "**Contract**", when used in this Agreement, unless the context otherwise requires, shall mean any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or any other Supported Financial Instrument or property, including, without limitation, any derivative contracts, such as CFDs or other transactions related thereto, entered into by and between us and our client(s);

(21) "**Counterpart(y)ies**", when used in this Agreement, unless the context otherwise requires, shall mean banks and/or brokers through whom we may cover our transactions and/or Contracts with client(s);

(22) "**Credit Limitation**", when used in this Agreement, unless the context otherwise requires, shall mean the existence of a restriction on the ability to trade with a Client based on our credit exposure/Margin requirements towards such client;

(23) "**Credit Support Provider**", when used in this Agreement, unless the context otherwise requires, shall mean any person who has entered into any guarantee, hypothecation, agreement, Margin or Security agreement in our favour, in respect a client's obligations under this Agreement;

(24) "**FSA Rules**", when used in this Agreement, unless the context otherwise requires, shall mean all applicable Regulations and Circulars issued by Seychelles "**Financial Services Authority**" or "**FSA**" in the framework and context of the authority it has been granted under the Act, as the same may be in force from time to time and modified or amended from time to time;

(25) Seychelles "**Financial Services Authority**" or "**FSA**", when used in this Agreement, unless the context otherwise requires, shall mean the statutory regulatory body, commonly referred to as the 'Financial Services Authority' or 'FSA', currently based at P.O. Box 991, Seychelles International Trade Zone, Roche Caiman Victoria, Mahe Republic of Seychelles, and its successors and assigns or any replacement body thereof;

- (26) “**Dealable Quote**”, when used in this Agreement, unless the context otherwise requires, shall mean a Price Quote that by its terms is capable of being used for the purpose of effecting a Transaction and/or Contact;
- (27) “**Deal Request**”, when used in this Agreement, unless the context otherwise requires, shall mean an electronic message sent by a the client via our online Trading Facility, requesting us to enter into a purchase Transaction or sale Transaction at our prevailing Price Quote for such Transaction and/or Contract, as displayed on our Online Trading Facility;
- (28) “**Deal Response**”, when used in this Agreement, unless the context otherwise requires, shall mean, with respect to a particular Deal Request sent by a the client to us via our online Trading Facility, an electronic message sent by us to such client via our Online Trading Facility, acknowledging receipt of the Deal Request and confirming, whether or not we have agreed to accept the terms of the Deal Request submitted by the client and, as the case may be, acknowledging the execution of a purchase Transaction or sale Transaction requested by the client by means of his/her/its Deal Request;
- (29) “**Deposit(s)**”, when used in this Agreement, unless the context otherwise requires, shall mean the funds deposited and/or transferred by clients into their Account(s) with us;
- (30) “**Durable Medium**”, when used in this Agreement, unless the context otherwise requires, shall mean any instrument which enables clients to store information in a way accessible for future reference for a period of time adequate for purposes of the information and which allows the unchanged reproduction of the information stored;
- (31) “**Effective Date**”, when used in this Agreement, unless the context otherwise requires, shall mean the date on which this Agreement enters into effect, as indicated on the confirmation e-mail sent by us to a client, indicating that such client’s **Account Opening Application Form(s)** has/have been accepted;
- (32) “**Electronic Messaging**”, when used in this Agreement, unless the context otherwise requires, shall mean any form of electronic communication we use to communicate with our clients about our Online Trading Facility (including, without limitation, with reference to any Transaction(s) or Contract(s) entered into via our Online Trading Facility), including, but not limited to, electronic mail, whether or not within the framework of our Online Trading Facility itself and/or within the Online Trading Facility’s mailbox(es);
- (33) “**Electronic Services**”, when used in this Agreement, unless the context otherwise requires, shall mean a service provided by us, for instance, an internet trading service offering clients access to information and trading facilities, via an internet service, a WAP service and/or other electronic Order routing system;
- (34) “**Electronic Trading Platform(s)**”, when used in this Agreement, unless the context otherwise requires, shall mean the online electronic trading platform(s) that is/are made available by us to our clients for placing Orders, requesting Price Quotes for Transactions and/or Contracts, receiving price information and market related news as well as having a real- time revaluation of their open positions, through the Internet, where Transactions and/or Contracts in “**Financial Instruments**” can be processed through deal Requests and Deal Responses, Settlement/Trade Confirmations can be issues, Accounts can be managed and historical data can be stored and managed;
- (35) “**Equity**”, when used in this Agreement, unless the context otherwise requires, shall mean the “capital value” of an Account at the present time; it is calculated by (a) taking the total value of all open positions relating to the Transactions and/or Contracts generated through the Account, adjusted with all ‘*Floating Profit/Loss*’ and with all relevant ‘rollover rates’ and/or ‘swaps’, and (b) adding that value to the Account Balance;
- (36) “**Event of Default**”, when used in this Agreement, unless the context otherwise requires, shall have the meaning given to this term in the relevant Section hereinafter;

(37) “**Financial Instrument(s)**”, when used in this Agreement, unless the context otherwise requires, shall mean (a) CFDs on currencies, equities, precious metals, financial indices, future contracts and any other trading tools; (b) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivative instruments, financial indices or financial measures which may be settled physically or in cash; (c) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event); (d) Options, futures, swaps, and other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market and/or Multilateral Trading Facility (or MTF); (e) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point (d) above and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognized clearing houses or are subject to regular Margin calls; (f) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise that by reason of a default or other termination event), as well as any other derivative contracts relating to assess, rights, obligations, indices and measures not otherwise mentioned in this Section, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognized clearing houses or are subject to regular Margin calls; (g) such other investments instruments that may be offered for trading on or through our Online Trading Facility;

(38) “**Fraud Traffic**”, when used in this Agreement, unless the context otherwise requires, shall mean Deposits or traffic generated towards our Online Trading Facility through illegal means or in bad faith to defraud the system, regardless of whether or not it actually causes us any harm; Fraud Traffic shall include, but shall not be limited to, Spam, false advertising and deposits generated on stolen credit cards, collusion, manipulation of the service, system, bonuses or promotions (including, without limitation, “sniping” or “scalping” hereinafter, collectively, referred to as “arbitrage”, ‘cash back arbitrage’, ‘interest arbitrage and/or ‘churning’), offers to share commission(s) or bonuses directly or indirectly with traders, and any other unauthorized use of any third party accounts, copyrights or trademarks;

(39) “**Floating Profit/Loss**”, when used in this Agreement, unless the context otherwise requires, shall mean the unrealized profit (loss) of open positions relating to Transactions and/or Contracts in Supported Financial Instruments, generated through an Account at current prices of the Underlying Instruments (currencies, contracts or stocks, equity indexes, precious metals or any other commodities) available for trading;

(40) “**Free Margin**”, when used in this Agreement, unless the context otherwise requires, shall mean the funds not used as guarantee to open positions relating to Transactions and/or Contracts entered into through an Account; it is calculated by taking the Equity in the Account and subtracting the Margin required to open positions relating to Transactions and/or Contracts entered into through the Account;

(41) “**Indicative Quote**”, when used in this Agreement, unless the context otherwise requires, shall mean a Price Quote other than a Dealable Quote;

(42) “**Intellectual Property Assets**”, when used in this Agreement, unless the context otherwise requires, shall mean: (a) our Online Trading Facility; (b) our Services; (c) any other of our platforms or Software (including, without limitation, Demos and any relevant System Documentation and/or users' manuals); (d) this Agreement; (e) the Price Quotes we provide; and/or (f) any Pricing Data or other information transmitted via our Online Trading Facility or otherwise, including, without limitation, all Intellectual Property Rights, directly or indirectly pertaining thereto;

(43) “**Intellectual Property Rights**”, when used in this Agreement, unless the context otherwise requires, shall mean all intellectual property rights such as; patents, trademarks, service marks, word marks, copyrights, database rights, topography rights, industrial design, know-how, trade secrets, trade names,

logos, designs, symbols, emblems, insignia, slogans, marketing materials and other identifying materials, in all forms whether or not registered or capable of registration and any other rights relating to intellectual property in accordance with and/or under and/or pursuant to Applicable Laws, Rules and Regulations;

(44) "**Inside Information**", when used in this Agreement, unless the context otherwise requires, shall mean non-published information which is likely to have a noticeable effect on the pricing of a Transaction and/or Contract if it was made public;

(45) "**Instruction(s)**", when used in this Agreement, unless the context otherwise requires, shall mean dealing instructions and/or Orders given to us electronically via our Online Trading Facility; we may, at our sole discretion (but shall under no circumstances be obliged to do so) accept instructions from you in writing (including fax), by e-mail or other electronic means, or orally (including by telephone through our dealing department at the designated phone number specified on our Online Trading Facility or as otherwise notified to you in writing;

(46) "**Introducing Broker**", when used in this Agreement, unless the context otherwise requires, shall mean a financial institution or advisor which may be remunerated by us and/or our clients for referring of clients to us and/or for the provision of advice to such clients and/or execution of such clients' Transactions and/or Contracts towards us;

(47) "**Margin**", when used in this Agreement, unless the context otherwise requires, shall mean the necessary guarantee funds to open positions relating to Transactions and/or Contracts entered into through an Account, as determined in and/or required under the 'Spreads and Conditions Schedule' posted on our Online Trading Facility;

(48) "**Margin Call**", when used in this Agreement, unless the context otherwise requires, shall mean a mandatory request issued by us to increase the Margin deposited in a client's Account in order to secure the open positions relating to Transactions and/or Contracts entered into through an Account; when the Margin posted in an Account is below the minimum Margin requirement, we may, but shall have no obligation whatsoever, issue a Margin Call and in this case the client will have to either increase the Margin that he/she has deposited in his/her Account, or to close out his/her position(s); if the client does not do any of the aforementioned and the Account reaches the defined Stop-out Level, we shall be entitled to close all open positions relating to the Transactions and/or Contracts entered into through the Account; in that regard, it should be noted that our Online Trading Facility operates with an automated risk monitoring, Margin Call and Stop-out facility designed to monitor the overall utilization of clients' available collateral in support of our prevailing Margin and cash funding requirements for the Transactions and/or Contracts they are entering into via our Online Trading Facility; using this automated risk monitoring, Margin Call and Stop-out facility, we will, unless otherwise stated, apply initial, maintenance or close out Margin call at the prevailing Margin Call or Stop-out levels, as stated from time to time on our Online Trading Facility;

(49) "**Margin Call Level**", when used in this Agreement, unless the context otherwise requires, shall mean the Margin Level required to maintain your open positions, which is currently set at 50% of the Margin required to maintain your open positions; accordingly, if the equity in your Account drops to 50% of the Margin Level required to maintain your open positions, you will receive a Margin Call; this is a warning message that the equity in your Account is not enough to support your open positions; at this point, you will not be able to take any new position and you will have the option to deposit sufficient money in order to maintain your open positions or to close out some or all of your position(s); when you have losing positions, your Margin Level will go down and may become close to the Margin Call Level; when you have winning positions, your Margin Level will go up and the Margin Call Level may become more remote;

(50) "**Margin Level**", when used in this Agreement, unless the context otherwise requires, shall mean an index calculated as follows: Equity/Margin;

(51) "**Margin Trade**", when used in this Agreement, unless the context otherwise requires, shall mean shall mean a Transaction and/or Contract opened and maintained based on a Margin deposit, as opposed to a Transaction and/or Contract based on a purchase price;

(52) "**Market**", when used in this Agreement, unless the context otherwise requires, shall mean any regulated market, or multilateral trading facility (as such terms are defined in the FSA Rules) on which Underlying Instruments are being traded;

(53) "**Market Disruption**", when used in this Agreement, unless the context otherwise requires, shall mean, with respect to any Financial Instrument, the occurrence of any event or condition which in our good faith opinion has a (a) material influence on the liquidity of, or volatility of foreign exchange rates for, the relevant Underlying Instrument; (b) material influence on the settlement of transactions in relevant Underlying Instruments and, therefore, on the settlement of related Financial Instruments; or (c) impairs our ability to provide Price Quotes which reflect the supply and demand for relevant Financial Instrument, due to the fact that the settlement of the relevant Underlying Instruments is impaired;

Market Disruption shall include but not be limited to, the imposition by any government authority, central bank or multinational organization of material restrictions or limitations on the trading, transfer or settlement of transactions in any Underlying Instrument(s) (such as, the imposition of price controls, currency exchange controls, mandatory exchange rates with respect to a particular Underlying Instrument or a Force Majeure Event), which have or may have a material influence on the settlement of Transactions and/or Contracts in related Financial Instruments;

(54) "**Market Maker**", when used in this Agreement, unless the context otherwise requires, shall mean a professional participant in the financial markets who continuously quotes both a buy and a sell price in Financial Instruments or commodities held in inventory in order to buy and sell respectively in the event of interested clients, hoping to make a profit on the bid-offer spread, or turn; as such, market makers are net sellers of an option to be adversely selected at a premium proportional to the trading range at which they are willing to provide liquidity; being a Market Maker, we are the client's immediate counterpart in relation to any Transaction and/or Contract entered into by a client via our Online Trading Facility;

(55) "**Market Rate**", when used in this Agreement, unless the context otherwise requires, shall mean, at any given time, the rate conclusively determined (in the absence of manifest error) by a Party to be the market rate available to that Party in the Market at such time for the purchase of a specified Financial Instrument, with a second specified Financial Instrument for delivery on a specified date;

(56) "**Market Rules**", when used in this Agreement, unless the context otherwise requires, shall mean the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organization or market involved in the conclusion, execution or settlement of purchase and/or sale transactions in in Underlying Instruments, and/or any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it;

(57) "**Netting Transaction**", when used in this Agreement, unless the context otherwise requires, shall mean a transaction which is intended to be subject to the clauses entitled "Netting" hereinafter, and for such purposes is identified as a "Netting Transaction" herein or by its own terms;

(58) "**Non-Professional User**", when used in this Agreement, unless the context otherwise requires, shall mean a Person who: (a) subscribes to our Online Trading Facility as a private individual and in a personal capacity; (b) is not currently registered or qualified as a professional securities trader, investment adviser or investment manager with any national or state exchange, regulatory authority, professional association or recognised professional body; (c) does not currently act in any professional capacity as a securities trader, an investment adviser or an investment manager whether or not he has at some time been qualified to do so; and (d) uses the Online Trading Facility solely in relation to the management of his own personal funds and not as a trader to the public or for the investment of corporate funds;

(59) "**Online Trading Facility**", when used in this Agreement, unless the context otherwise requires, shall mean, collectively and/or individually, as the context requires, all Website(s), Electronic Trading

Platform(s), Software and/or Services provided by us, from time to time under and/or pursuant to the Terms of this Agreement;

(60) “**Order**” when used in this Agreement, unless the context otherwise requires, shall mean a client’s Order to enter into a Transaction and/or Contract in respect of a particular Financial Instrument on conditions stipulated in the Order; by default, an Order is unlimited (“*GTC – Good Till Cancel*”), but we and/or the client may define the time of expiration of the Order; basic types of Order include the following: (a) a “**Market Execution Order**” which is an Order instantly executed against a price that we have provided via our Online Trading Facility; the following features may be attached to a ‘**Market Execution Order**’: (i) ‘**Stop Loss**’ (an Order to close a previously opened position at a price less profitable than the price at the time of placing the limitation) is an Order to limit losses, whereas (ii) ‘**Take Profit**’ (an Order to close a previously opened position at a price more profitable than the price at the time of placing the limitation) is an Order to limit profits; and (b) a “**Pending Order**”, which is an Order to be executed at a later time at the price specified in the Order; we will monitor a ‘Pending Order’ and when the price provided by us reaches the price specified in the Order, the Order will be executed at the best available price as per our Order Execution Policy; the following types of Pending Orders are available: (i) ‘**Buy Limit**’ (an Order to purchase a Financial Instrument at or below a specified price; it is triggered when the market price touches or goes below the ‘buy limit’ price), (ii) ‘**Buy Stop**’ (an Order to buy a Financial Instrument, which is entered at a price above the current offering price; it is triggered when the market price touches or goes through the ‘buy stop’ price); (iii) ‘**Sell Limit**’ (an Order to sell a Financial Instrument at a specified price or better; it is triggered when the market price touches or goes through the ‘sell limit’ price); and (iv) ‘**Sell Stop**’ (an Order to sell a Financial Instrument when it reaches a certain price; it is triggered when the market price touches or goes below the ‘sell stop’ price); the following features may also be attached to any ‘**Pending Order**’: (i) ‘**Stop Loss**’ and/or (ii) ‘**Take Profit**’;

(61) “**Order Execution Policy**” when used in this Agreement, unless the context otherwise requires, shall mean our prevailing policy posted on our Online Trading Facility regarding best execution when executing client Orders; our Order Execution Policy is part of our Terms and Conditions of Business, which is a contractually binding agreement between us and our clients, and is incorporated herein by reference; it shall be applicable to all transactions between us and our clients, to the extent that it does not impose and/or does not seek to impose any obligations on us which we would not otherwise have, but for the *Securities Act 2007*;

(62) “**Over-the-Counter**” or “**OTC**”, when used in this Agreement, unless the context otherwise requires, shall refer to ‘**Over- the-Counter**’ trading (not on a regulated “*exchange*”, or “*off-exchange*”); any Transaction and/or Contract concerning a commodity, security, currency or other financial instrument or property, including any option, future, or CFD, which is NOT traded on a regulated stock or commodity exchange, but is traded “**over-the-counter**”, whether through a Market Maker, as described hereinabove, or otherwise;

(63) “**Party**”, when used in this Agreement, unless the context otherwise requires, shall refer to us and/or our client(s), as the case may be, as it appears from the context in which this term is used in this Agreement; we and our client(s) may, collectively, be referred to in this Agreement as the “**Parties**”;

(64) “**Person**”, when used in this Agreement, unless the context otherwise requires, shall mean an individual, corporation, partnership, trustee, trust, regulatory body or agency, government or governmental agency or entity (however designated or constituted), or any unincorporated organization;

(65) “**Personal Data**”, when used in this Agreement, unless the context otherwise requires, shall mean and, collectively, include any information relating: (i) to an identified or (ii) to a directly or indirectly identifiable, natural or legal Person, including, but not exclusively, any data on us, our employees, directors, shareholders, prospects, contacts and/or suppliers and and/or our client(s);

(66) “**Pip(s)**”, when used in this Agreement, unless the context otherwise requires, shall mean the smallest numerical value of a Price Quote (the last digit to the right of the decimal point); ‘Pip’ value can be either

fixed or variable depending on the currency pair (e.g. the pip value for EUR/USD is always \$10 for standard lots, \$1 for mini-lots and \$0.10 for micro lots); the term “**Pip(s)**” is synonymous and interchangeable and may be used in this Agreement in an interchangeable way with the terms “**Point(s)**” and “**Tick(s)**”; “**fractional pip**” pricing includes an extra decimal place in the price Quote, which means that the Price Quotes are more precise;

(67) “**Pricing Data**”, when used in this Agreement, unless the context otherwise requires, shall mean all pricing data generated by the pricing engine integrated in our Online Trading Facility and fed to our Online Trading Facility on a real time/delayed/end of day/historical basis, specifying the market prices of the Supported Financial Instruments traded on our Online Trading Facility;

(68) “**Price Quote(s)**” or “**Quote(s)**”, when used in this Agreement, unless the context otherwise requires, shall mean an electronic message disseminated via our Online Trading Facility containing a ‘**Transactional Ask Price**’ and a ‘**Transactional Bid Price**’ as well as other parameters such as indication of whether the Price Quote is considered as a ‘**Dealable Quote**’ or an ‘**Indicative Quote**’; for the purposes hereof, the term “**Dealable Quote**”, when used in this Agreement, unless the context otherwise requires, shall mean a Quote that by its terms is capable of being used for the purpose of effecting a Transaction, and the term “**Indicative Quote**”, when used in this Agreement, unless the context otherwise requires, shall mean a Quote other than a Dealable Quote; all Price Quotes will be clearly marked as Indicative or Dealable; the message update frequency on our Online Trading Facility may be changed at our sole discretion;

(69) “**Principal**”, when used in this Agreement, unless the context otherwise requires, shall mean the individual person or the legal entity which is a party to a transaction (including, without limitation, these Terms and Conditions, Transactions, Contracts and or any other legally binding obligations, terms contracts and/or agreements);

(70) “**Privacy Polic(y)ies**”, when used in this Agreement, unless the context otherwise requires, shall mean the “**Privacy Policy**” and the “**International Data Protection Policy**” published on our Website(s); please note that our Privacy Polic(y)ies is/are a policy only; our Privacy Polic(y)ies is/are not part of our Terms and Conditions of Business and is/are not intended to be contractually binding or impose or seek to impose any obligations on us which we would not otherwise have, Seychelles Law as the same may be in force from time to time and/or modified or amended from time to time; we reserve the right to review and/or amend our Privacy Polic(y)ies and arrangements, at our sole discretion, whenever we deem fit or appropriate;

(71) “**Prohibited Software**”, when used in this Agreement, unless the context otherwise requires, shall mean any software that gives traders an unfair advantage; items that fall into this category shall include, but shall not be limited to, specialized software programs that are designed to exploit possible price latencies on our Online Trading Facility or that allow for the use of technological and/or algorithmic trading pattern that are aimed at exploiting price latency arbitrage opportunities on our Online Trading Facility as further specified, without limitation, in relevant hereinafter;

(72) “**Representative(s)**”, when used in this Agreement, unless the context otherwise requires, shall mean directors, officers, employees, lawyers, advisers, agents, licensees or other authorized representatives;

(73) “**Retail Client(s)**”, when used in this Agreement, unless the context otherwise requires, shall mean any client who is not a ‘**Professional Client**’ for purposes of client categorization/classification

(74) “**Rollover Fee(s)/Swap(s)**“, when used in this Agreement, unless the context otherwise requires, shall mean is the interest added to or deducted from a client’s Account for rolling over (holding/transferring) open positions relating to Finance Transactions generated through an Account, to the next day; Rollover Fee/Swap rates are calculated as the overnight interest rate differential between the two currencies on which the position is held depending on the position type (Buy (Long) / Sell (Short); Rollover Fees/Swaps are charged on the client’s Account only on the positions kept open to the next trading day; Rollover Fees/Swaps are calculated and applied on every trading night; although there is no rollover on Saturdays and Sundays when the markets are closed, banks still calculate interest on any position held over the weekend; to level this time gap, we apply a 3-day rollover strategy on Wednesdays; accordingly, on Wednesday night rollover/swaps are charged at triple rate; please note that Rollover Fees/Swap rates are subject to change at our sole discretion;

(75) “**Security**“, when used in this Agreement, unless the context otherwise requires, shall mean any cash, securities or other assets deposited with us by way of Collateral;

(76) “**Services**“, when used in this Agreement, unless the context otherwise requires, shall mean the services to be provided by us to our client(s) construed by these Terms and Conditions; the term “**Services**“ shall be inclusive of any dealing, Order routing, advisory or other services, which we provide from time to time to our client’s by remote access to our Online Trading Facility via the Internet and which are subject to these Terms and Conditions;

(77) “**Settlement Confirmation**” or “**Trade Confirmation**” or “**Settlement/Trade Confirmation**“, when used in this Agreement, unless the context otherwise requires, shall mean a notification from us to a client confirming the client’s entry into a Transaction and/or Contract;

(78) “**Spreads and Conditions Schedule**“, when used in this Agreement, unless the context otherwise requires, shall mean the schedule of spreads, charges, Margin, interest and other rates which at any time may be applicable to our Services, as determined by us on a current basis; the Spreads and Conditions Schedule is available on our Online Trading Facility and may be supplied to our clients on demand;

(79) “**Spyware**“, when used in this Agreement, unless the context otherwise requires, shall mean a type of malware that can be installed on computers, and which collects small pieces of information about users without their knowledge; the presence of spyware is typically hidden from the user, and can be difficult to detect; typically, spyware is secretly installed on the user's personal computer;

(80) “**Stop-out**“, when used in this Agreement, unless the context otherwise requires, shall mean the situation where, because of the equity in an Account reaches the Stop-out Level (*i.e.* drops below the Margin Level required to maintain open positions – see below), our Online Trading Facility will start automatically to close trading positions (starting from the least profitable position and until the Margin Level requirement is met) in order to prevent further account losses into the negative territory;

(81) “**Stop-out Level**“, when used in this Agreement, unless the context otherwise requires, shall mean the level of equity in an Account where our Online Trading Facility will start automatically to close trading positions (starting from the least profitable position and until the Margin Level requirement is met) in order to prevent further account losses into the negative territory; for executive and standard account holders the Stop-out Level is equal to 20% of the Margin Level required to maintain open positions. For mini and micro account holders the Stop-out Level is 5% of the Margin required to maintain open positions;

(82) “**Supported Financial Instruments**“, when used in this Agreement, unless the context otherwise requires, shall mean the Financial Instruments for which we provides quotations via the Online Trading Facility, *i.e.*, contracts for differences, spot or forward contracts of any kind in relation to any commodity, metal, financial instrument (including any security), currency, interest rate, index or any combination thereof, as well as and/or any other derivative financial instrument on which we both agree, in this Agreement, or otherwise "*in the terms agreed upon by mutual consent of the Parties*"; we reserve the right to modify the

Supported Financial Instruments quoted through our Online Trading Facility at any time without prior notice, without being obliged to provide you with any explanation or justification;

(83) “**System Disruption(s)**”, when used in this Agreement, unless the context otherwise requires, shall mean the occurrence of any event which in our good faith opinion materially prevents or limits our ability or our clients’ ability from accurately and completely (i) distributing or receiving ‘Price Quotes’, ‘Deal Requests’ or ‘Deal Responses’; or (ii) recording or maintaining the terms of any Transactions and/or Contracts; or (iii) entering into related hedging transactions on an automated basis;

(84) “**Terms**”, when used in this Agreement, unless the context otherwise requires, shall mean these Terms and Conditions governing our clients’ relationship with us;

(85) “**Transaction**”, when used in this Agreement, unless the context otherwise requires, shall mean any transaction subject to this Agreement, and shall include, without limitation: (a) transactions in Supported Financial Instruments (including, without limitation, contracts for differences, spot or forward contracts of any kind in relation to any commodity, metal, financial instrument (including any security), currency, interest rate, index or any combination thereof); (b) transactions, which are matched with any such Supported financial Instruments (including, without limitation, contracts for differences, spot or forward contracts of any kind in relation to any commodity, metal, financial instrument (including any security), currency, interest rate, index or any combination thereof); and/or (c) any other transaction which we both agree, in this Agreement, or otherwise "*in the terms agreed upon by mutual consent of the Parties*", shall be a Transaction;

(86) **CAMEL INTERNATIONAL LIMITED** or “*we*” or “*our*” or “*us*”, when used in this Agreement, unless the context otherwise requires, shall mean our Online Trading Facility and its operator, **CAMEL INTERNATIONAL LIMITED**, a Seychelles Securities Dealer Licensed Firm (“**SDL**”) formed under the laws of Seychelles and regulated by the Seychelles Financial Services Authority (FSA)) - Licence Number [SD074], having its registered office at Suite 3, Global Village, Jivan’s Complex, Mont Fleuri, Mahe, Seychelles, registered with the Registrar of Companies in Seychelles under number: **8426166-1** and any of its designated and permitted successors, assigns and those of its subsidiaries and affiliates that are identified further in this Agreement;

(87) <https://www.camel-intl.com/en/Home.html> **Website(s)**” or our “**Website(s)**”, when used in this Agreement, unless the context otherwise requires, shall mean the Website(s), which is/are privately labeled, owned and hosted by us, including, without limitation, the Website(s), which is/are privately labelled, owned and hosted by us at the following URL’s: [<https://www.camel-intl.com/en/Home.html>]and any related sub-domains, which is/are designed to attract and solicit and obtain online registrations from prospective, new clients and/or business partners who are interested in Transactions and/or Contracts, and their respective related pages;

(88) “**Transactional Ask Price**” or “**Ask Price**”, when used in this Agreement, unless the context otherwise requires, shall mean the price rate at which a contract for the purchase of a Supported Financial Instrument can be entered into via the Online Trading Facility; the “**Transactional Ask Price**” or “**Ask Price**” is the price at which the market is willing to sell a certain Financial Instrument; it is the price that is set for the buying of a Financial Instrument when an Order to enter into a Contract for the purchase of a Supported Financial Instrument is placed via our Online Trading Facility;

(89) “**Transactional Bid Price**” or “**Bid Price**”, when used in this Agreement, unless the context otherwise requires, shall mean the price rate at which a contract for the sale of a Supported Financial Instrument can be entered into via the Online Trading Facility; the “**Transactional Bid Price**” or “**Bid Price**” is the price at which the market is willing to buy a certain a Financial Instrument; it is the price that is set for the selling of a Financial Instrument when an Order to enter into a Contract for the sale of a Supported Financial Instrument is placed via our Online Trading Facility;

### 13. INTERPRETATION

13.1 Any reference in this Agreement and its annexes, appendices, addenda, attachments, schedules and exhibits to a document being "*in the terms agreed upon by mutual consent of the Parties*" shall mean, unless the context otherwise requires, that document in the terms mutually agreed upon by and between the Parties and for the purposes of identification and documentation thereof signed by each of the Parties, or such other terms as may be agreed upon by mutual agreement of the Parties and executed by each of the Parties in writing in substitution therefore.

13.2 In this Agreement and its annexes, appendices, addenda, attachments, schedules and exhibits, unless the context otherwise requires, references to any provision shall include such provision as from time to time amended, whether before, or on (in the case only of re-enactment or consolidation without substantive amendment) after the Effective Date, and shall be deemed to include provisions of earlier legislation which have been re-enacted (with or without modification) or replaced (directly or indirectly) by such provision, and shall further include all statutory instruments or Orders from time to time made pursuant thereto.

13.3 In this Agreement and its annexes, appendices, addenda, attachments, schedules and exhibits, unless the context otherwise requires: (a) the masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa; (b) references to persons shall include individuals, bodies' corporate, un-incorporated associations and partnerships; (c) the headings are inserted for convenience only and shall not affect the construction and interpretation of this Agreement; (d) references to recitals, clauses and annexes, schedules and exhibits and any subdivisions thereof, unless a contrary intention appears, shall be to the recitals, clauses and annexes, schedules and exhibits and subdivisions of this Agreement.

13.4 The annexes, appendices, addenda, attachments, schedules and exhibits and the Pre-amble and Recitals set forth hereinabove form an integral part of this Agreement and shall be construed as having the same full force and effect as if they would be expressly set forth in the body of this Agreement.

13.5 Unless the context otherwise requires, any reference in this Agreement to a "*document*" shall be construed to include any '*electronic*' document.

13.6 Where any form of the word "*including*" appears in this Agreement, it will be interpreted as if followed by the phrase "*without limitation*", unless the context requires otherwise.

13.7 Where any form of the word "*Online Trading Facility*" appears in this Agreement, it will be interpreted as if followed by the phrase "*and/or any component or part thereof*", unless the context requires otherwise.

13.8 Where any of the words "*purchase*" and/or "*sale*" and/or "*buy*" and/or "*sell*" appear in this Agreement, unless the context otherwise requires, they will be read and construed as technical terms only, as this Agreement does NOT envisage the transfer of title to any Financial Instruments ("*delivery*") traded hereunder.

13.9 Whenever reference is made in this Agreement to 'us' or 'we', such reference shall be deemed to include, where appropriate, unless the context requires otherwise, to our directors, officers, shareholders, partners, members, employees, Agents, third party service providers, Representatives and/or Affiliates (together our "*Associates*").

13.10 Words and phrases defined in the FSA Rules shall have the same meaning in this Agreement, unless expressly defined otherwise in this Agreement and/or unless the context requires otherwise. If there is any conflict and/or discrepancy between words and phrases defined in the FSA Rules and any such words and phrases defined in this Agreement, the meaning attributed to such words and phrases in this Agreement shall prevail.

## CHAPTER B: ACCESS AND USE OF OUR ONLINE TRADING FACILITY

### 14. LIMITED LICENSE TO ACCESS AND USE OUR ONLINE TRADING FACILITY

14.1 Subject to the Terms and Conditions set forth herein, we hereby grant you a non-exclusive, revocable, non-transferable, limited and personal license (which is incapable of sub-license or transfer by you, without our express prior and written agreement) to access and use our Online Trading Facility (the "*License*") in accordance with these Terms. This license is conditioned on your continued compliance with the Terms and Conditions set forth in this Agreement. Before we grant you access to our Online Trading Facility, you will already need to be (and be accepted as) a client of ours and to have opened an Account with us. These Terms supplement and form part of the Account Opening Application Form(s). If there is a conflict between these Terms and the terms of the Account Opening Application Form(s), these Terms will prevail regarding our Online Trading Facility.

14.2 We may be required by a Third Party Service Provider to require you to comply with additional restrictions on your access and/or usage of our Online Trading Facility. You agree that you will comply with any additional restrictions on your access and/or usages that we may communicate to you from time to time, or that are otherwise the subject of an agreement between you and such Third-Party Service Providers. You acknowledge that failure to comply with such additional restrictions may result in your access to and/or usage of all or part of our Online Trading Facility being restricted, suspended or terminated.

14.3 Our Online Trading Facility is intended for your personal, non-commercial use only, unless we have expressly agreed otherwise beforehand and in writing. You agree to use the information received from our Online Trading Facility (and/or from any other of our information systems) for the sole purpose of entering into and executing Transactions and/or Contracts through our Online Trading Platform. Unless we have expressly agreed otherwise beforehand and in writing, we are providing our Online Trading Facility only for your personal, non-commercial use and only for the purpose of, and subject to these Terms. You represent and warrant to us as of the date of acceptance of these Terms and Conditions and each time you access our Online Trading Facility that you are accessing and/or using our Online Trading Facility for your personal, non-commercial use only. You will notify us immediately in writing if you are accessing and/or using our Online Trading Facility for purposes other than your personal, non-commercial use only and you acknowledge that as a result of doing so we may restrict, suspend and/or terminate your access to all or part of our Online Trading Facility, at our sole discretion, without being obliged to provide you with any explanation or justification.

14.4 For the avoidance of doubt, you shall at all times be responsible for, and shall be bound by, any unauthorized access and/or use of our Online Trading Facility, made in breach of this Agreement.

14.5 It is your obligation to keep your Account numbers, usernames and passwords ("*Access Codes*") strictly confidential. You acknowledge and agree that any Instruction or communication transmitted via our Online Trading Facility by you or on your behalf, or through your Account, is made entirely at your own risk. You hereby expressly authorize us to rely and act on, and treat as fully authorized and binding upon you, any Instruction given to us that we believe to have been given by you or on your behalf by any agent or intermediary whom we believe in good faith to have been duly authorized by you. You acknowledge and agree that we shall be entitled to rely upon your Account number, Access Codes (user names and/or passwords) to identify you and agree you will not disclose this information to anyone not duly authorized by you.

14.6 Because all servers have limited capacity and are used by many people, you agree not to use our Online Trading Facility in any manner that could damage or overburden any of our servers, or any network connected to any of our servers and not to use our Online Trading Facility in any manner that would interfere with any other party's use of our Online Trading Facility. You further agree not to use any Electronic Messaging and/or communication feature of our Online Trading Facility for any purpose that is

unlawful, tortuous, abusive, and intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.

14.7 The License granted under this Agreement will terminate with immediate effect if we believe that any information provided by you, including, without limitation, any identification evidencing nationality, residence, contact details, including without limitation your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any Term of this Agreement and/or any rules and/or guidelines imposed by us, or if we were to establish that you have abused in any way (including, but not limited to, engaging in Transactions and/or Contracts on out of Market Rates) through our Online Trading Facility.

14.8 Upon such violation, you agree to cease, with immediate effect, accessing and/or using our Online Trading Facility. You agree that, under these circumstances, we shall be entitled, at our sole discretion and with or without prior notice and without prejudice to any other remedies we may have under this Agreement, to terminate your access to our Online Trading Facility, close any and all of your open positions and/or remove and discard any related information or content within our Online Trading Facility.

## **15. COPYRIGHT, LICENSES AND TRADEMARKS**

15.1 The entire contents of our Online Trading Facility, including but limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, colour scheme and graphics, are protected by international copyright and trademark laws. Except for third party content, the contents of our Online Trading Facility are original works of authorship published by us, or by, or on behalf of our Third Party Licensors. We have the exclusive rights to reproduce, display, prepare derivative works or distribute. The names, logos, trademarks, copyrights and all other intellectual property rights in all of the material and software on our Online Trading Facility are owned by us or by our Third Party Licensors. All third-party owned materials contained on our Online Trading Facility are reproduced with the permission of the respective owners.

15.2 You may not, without our prior written permission, alter, modify, copy, reproduce, republish, upload, post, transmit, distribute or commercially exploit, in any manner whatsoever, any materials, including text, graphics, video, audio, software code, user interface design or logos, from our Online Trading Facility, *except that* you may print and download portions of material from the different areas of Online Trading Facility solely for your own, non-commercial, use provided that you agree not to change or delete any copyright or proprietary notices from such materials. All referenced third party logo's trademarks and products on the site are the property of the respective (site) owner(s) and must not be used or distributed without permission of the owner(s). Any violation of these provisions will null and void the License granted hereunder.

15.3 You agree not to "*deep-link*" to our Online Trading Facility, resell or permit access to our Online Trading Facility to others, and not to copy any materials appearing on our Online Trading Facility for resale or for any other purpose to others, without our express, prior and written consent. In those instances where we may permit you to link from another website to our Online Trading Facility, your website, as well as the link itself, may not, without our express prior and written permission, suggest that we endorse, sponsor or are affiliated with any third-party website, entity, service or product, and you may NOT make use of any of our logo's, trademarks or service marks other than those contained within the text of the link.

## **16. LIMITATIONS ON INVESTMENT GUIDANCE AND PROFESSIONAL ADVICE**

16.1 Our Online Trading Facility is NOT intended to provide legal, tax or investment advice. The Client acknowledges that the Services do not include the provision of investment advice in CFDs or the Underlying Markets. Any and all information on our Online Trading Facility is for educational purposes only and is under no circumstance intended to provide legal, tax or investment advice and no guarantee is represented from any statements about profits or income, whether express or implied.

16.2 You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional regarding your specific situation.

## **17. ACCURACY OF INFORMATION**

17.1 While we have made every effort to ensure the accuracy of the information posted on our Online Trading Facility, the information and content on our Online Trading Facility is subject to change without notice and is provided for the sole purpose of assisting traders to make independent investment decisions.

17.2 While we have taken reasonable measures to ensure the accuracy of the information on our Online Trading Facility, we do not, however, guarantee its accuracy, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access our Online Trading Facility, for any delay in or failure of the transmission or the receipt of any instruction or notifications sent through our Online Trading Facility.

17.3 All content on our Online Trading Facility is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

## **18. ANALYTICAL TOOLS AND MARKET DATA**

18.1 At certain times, we may provide various analytical tools (such as market data, exchange rates, news, headlines, and graphs), links to other websites, circulate newsletter and/or provide you with third parties' information on our Online Trading Facility, for your convenience only. By doing so, we are not endorsing, giving any representation, warranting, guaranteeing, or sponsoring the accuracy, correctness, timeliness, completeness, suitability of such information for you and/or as to the effect or consequences of such information on you. Such information and tools are provided solely to assist you to make your own investment decisions and does not amount to investment advice or unsolicited financial promotions to you.

18.2 You understand that we are not obligated to continue to provide the above-mentioned tools and information and we may remove such informational tools from our Online Trading Facility at any time. Furthermore, we are not obligated to update the information displayed on our Online Trading Facility at any time and we will not be liable for the termination, interruption, delay or inaccuracy of any such information. The financial information we post on our Online Trading Facility may be provided by third parties for the benefit of our clients and as such you undertake not to enable deep linking or any other form of redistribution or reuse of the information, to any non-authorized users. As such, we urge you to read and fully understand the terms and conditions and other policies of such websites, newsletters and information before using them.

18.3 Any information or material placed on our websites by third parties ("**Third Party Content**") reflects solely and exclusively the views, and are the responsibility of, those who post such information or material, and do not represent our views and/or those of our Associates. Such information is not to be considered as constituting a track record. Past performance is no guarantee of future results and we specifically advise clients and prospects to carefully review all claims and representations made by other traders, advisors, bloggers, money managers and system vendors before making an investment decision on the basis of any of the foregoing.

**18.4 IN NO EVENT SHALL WE AND/OR ANY OF OUR AFFILIATES BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE, COSTS, EXPENSES OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY SUCH TOOLS, WEBSITES, NEWSLETTERS AND/OR INFORMATION PROVIDED ON OUR ONLINE TRADING**

**FACILITY. IN PARTICULAR, WITH RESPECT TO ANY MARKET DATA, EXCHANGE RATES, NEWS, HEADLINES AND GRAPHS AND/OR OTHER INFORMATION THAT WE AND/OR ANY THIRD PARTY SERVICE PROVIDER PROVIDES TO YOU IN CONNECTION WITH YOUR USE OF OUR ONLINE TRADING FACILITY: (I) WE ARE NOT RESPONSIBLE OR LIABLE IF ANY SUCH DATA OR INFORMATION IS INACCURATE OR INCOMPLETE IN ANY RESPECT; (II) YOU ARE RESPONSIBLE (AND WE SHALL NOT BE LIABLE) FOR ANY ACTIONS THAT YOU TAKE OR REFRAIN FROM TAKING AS A RESULT OF SUCH DATA OR INFORMATION; (III) YOU WILL NOT USE SUCH DATA OR INFORMATION FOR AN INAPPROPRIATE OR ILLEGAL PURPOSE; (IV) YOU ACKNOWLEDGE THAT ANY SUCH DATA OR INFORMATION IS OUR PROPERTY AND/OR, AS THE CASE MAY BE, THE PROPERTY OF OUR THIRD PARTY SERVICE PROVIDERS AND YOU WILL NOT RETRANSMIT OR DISCLOSE SUCH DATA OR INFORMATION TO THIRD PARTIES EXCEPT AS REQUIRED BY RELEVANT LAW; AND (V) YOU WILL USE SUCH DATA OR INFORMATION SOLELY IN COMPLIANCE WITH ALL RELEVANT APPLICABLE LAWS, RULES AND REGULATIONS.**

18.5 Neither We, nor our officers, principals, employees, Representatives or Agents shall be liable to any person for any losses, damages, costs or expenses (including, but not limited to, loss of profits, loss of use, direct, indirect, incidental or consequential damages) resulting from any errors in, omissions of or alterations to any such any such tools, websites, newsletters and/or information. The foregoing shall apply regardless of whether a claim arises in contract, tort, negligence, strict liability otherwise.

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

- a. Any error or failure in the operation of the Trading Platform;
- b. Errors in the settings of Client Terminal, out-of-sequence Client Terminal update, any delay caused by the Client Terminal, the Client not following the instructions on the Client Terminal;
- c. Any hardware, software, connection bugs from the Client's side;
- d. All orders placed under the Client's Access Data;
- e. Any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event;
- f. The acts, omissions or negligence of any third party;
- g. 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/ her 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. Any actions or representations of the introducer;
- j. Currency risk materializing;
- k. Occurrence of Slippage;
- l. Any changes in the rates of tax;
- m. The client using an expert advisor;
- n. The client's reliance on Stop Loss Orders;
- o. The actions, Orders, instructions, Transactions entered into by the client under this Agreement.

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

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

## 19. THIRD PARTY CONTENT AND RESEARCH

19.1 As previously indicated, our Online Trading Facility may include general news and information, commentary, interactive tools, quotes, research reports and data concerning the foreign exchange markets, other financial markets and other subjects.

19.2 Some of this content may be supplied by Persons that are not affiliated with us ("**Third Party Content**"). The source of all such Third Party Content is clearly and prominently identified on our Online Trading Facility and is reproduced with the permission of the respective owners.

19.3 Third Party Content may be available through framed areas, through hyperlinks to third party web sites, or may simply be published on our Online Trading Facility. As indicated above, the Third Party Content is protected by applicable intellectual property laws and international treaties and is owned by or licensed from the Third Party Content provider(s) credited.

19.4 We do not explicitly or implicitly endorse or approve such Third Party Content. The Third Party Content providers do not, implicitly or explicitly, endorse or approve the Third Party Content, nor should their content be construed as legal, tax or investment advice.

19.5 While we make every attempt to provide accurate and timely information to serve the needs of our clients, neither we, nor any of our Third Party Content providers guarantee its accuracy, timeliness, completeness or usefulness, and neither we, nor any of our Third Party Content providers is/are responsible or liable for any such content, including any advertising, products, or other materials on or available from third party websites. Third Party Content is provided for informational purposes only and we, as well as its Third Party Content providers specifically disclaim any liability for Third Party Content available on our Online Trading Facility. You will use Third Party Content only at your own risk.

**19.6 ANY THIRD PARTY CONTENT ON OUR ONLINE TRADING FACILITY IS PROVIDED ON AN "AS-IS" BASIS. OUR THIRD PARTY CONTENT PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**

**19.7 THE THIRD PARTY CONTENT PROVIDERS AND THEIR PARENTS, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE THIRD PARTY CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

## 20. MEANS OF ACCESSING AND USING OUR ONLINE TRADING FACILITY

20.1 You shall be solely responsible for providing and maintaining the means by which to access and use our Online Trading Facility, which may include, but shall not be limited to, a personal computer, modem and telephone or other access line.

20.2 You shall be responsible for all access and service fees necessary to connect to our Online Trading Facility and you shall assume all charges incurred in accessing such systems. You further assume all risks associated with the use and storage of information on your personal computer(s) or on any other computer(s) through which you will gain access to, and/or make use of our Online Trading Facility (hereinafter referred to as "**computer**" or "**your computer**").

20.3 You represent and warrant that you have implemented and plan to operate and maintain appropriate protection in relation to the security and control of all access and use of your computer, infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties and/or other similar harmful or inappropriate materials, devices, information or data.

20.4 You agree that we shall not be liable, in any manner whatsoever, to you in the event of failure of or damage or destruction to your computer systems, data or records or any part thereof, or for delays, losses, errors or omissions resulting from the failure or mismanagement of any telecommunications or computer equipment or software.

20.5 You will not transmit to, or in any way, whether directly or indirectly, expose us or any of our online service providers to any infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties and/or other similar harmful or inappropriate materials, devices, information or data.

20.6 You agree to be fully and personally liable for the due settlement of every Transaction and/or Contract entered into through your Account with us. You are responsible for ensuring that, unless we otherwise agree beforehand and in writing, you, and only you, shall control access to your Account, and that no Minor or other person is granted access to trading on our Online Trading Facility using your Account. In any event, you, and only you, shall remain fully liable for any and all positions traded in your Account, and for any credit card transactions entered into for your Account. You agree to indemnify us fully in respect to all costs and losses whatsoever, as may be incurred by us and/or by you as a result, direct or indirect, of your failure to perform or settle such a transaction.

20.7 You agree that in the case that any Transaction is entered into, and/or any Contract is acquired or sold at prices that do not reflect relevant Market Prices, or that is acquired or sold at an abnormally low level of risk ("*mispricing*") due to an undetected programming error, bug, defect, error or glitch in our Online Trading Facility and/or any related software, or for any other reason, resulting in mispricing (for the purpose of this section the "*error*"), we reserve the right to cancel such Transactions and/or Contracts upon notifying you of the nature of the computer error that led to the mispricing. You have a duty to report to us any problem, error or suspected system or other inadequacies that you may experience.

20.8 Without prejudice to any other provisions of this Agreement, should quoting and/or execution errors occur, which may include, but are not limited to, a dealer's mistype of a quote, a quote or trade which is not representative of the then prevailing Market Prices, an erroneous Price Quote from us or any third party, such as but not limited to an erroneous Price Quote due to failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors, we will not be liable for the resulting errors in your Account balances. In the event of a quoting or execution error, we reserve the right to make the necessary corrections or adjustments on the Account involved. Any dispute arising from such quoting or execution errors will be resolved by us in our sole and absolute discretion.

## **21. RESTRICTION OF ACCESS AND USE OF OUR ONLINE TRADING FACILITY**

21.1 We reserve the right to suspend the operation of our Online Trading Facility, or any part(s) or sections thereof, at any time. In such an event, we may, at our sole discretion (with or without notice), close out your open positions, Transactions and/or Contracts at prices we consider fair and reasonable at such a time, and no claims may be entertained against us in connection thereto.

21.2 We may, at our sole discretion, impose volume or other limits on any all Accounts.

21.3 Contract pay-outs shall be determined by us by reference to the daily values reported on our Online Trading Facility, relevant to the interbank trading data received by us for Transaction and/or Contract quotes, subject to the '*proviso*' that we shall be entitled to make corrections to such data in the event of mispriced or typographically incorrect data.

21.4 You understand that while the Internet and the World Wide Web are generally reliable, technical problems or other conditions may delay or prevent you from accessing and/or using our Online Trading Facility.

## **22. TECHNICAL ISSUES**

22.1 We shall not be liable, and you agree not to hold or seek to hold us or any of our Agents or Third Party Service Providers, liable for 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.

22.2 We do not represent, warrant or guarantee that you will be able to access and/or use our Online Trading Facility at all times or locations of your choosing, or that we will have adequate capacity for our Online Trading Facility as a whole or in any geographic location.

22.3 We do not represent, warrant or guarantee that our Online Trading Facility will provide uninterrupted and error-free service. We do not make any warranties or guarantees with respect to our Online Trading Facility and the content thereof, including, but not limited to, warranties for merchantability or fitness for a particular purpose.

22.4 Without prejudice to any of the forgoing, we shall not be responsible for an impossibility to execute Orders and requirements due to failures in the operation of informational systems caused by technical faults, which are beyond our control.

## **23. INFECTIONS, CONTAMINATIONS OR OTHER OR DESTRUCTIVE CONTENT**

23.1 You understand that we cannot and do not guarantee or warrant that files and/or Software available for downloading through our Online Trading Facility will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to our Online Trading Facility for the reconstruction of any lost data.

## **24. HYPERLINKS TO OTHER SITES CONTROLLED OR OFFERED BY THIRD PARTIES**

24.1 We may provide links to other third party websites that are controlled or offered by third parties. Such links to another third party website or websites is NOT an endorsement, authorization, sponsorship or affiliation with respect to such third party website, its owners or its providers.

24.2 We caution you to ensure that you understand the risks involved in accessing and/or using such third party websites before retrieving, using, relying upon or purchasing anything via the Internet.

24.3 We make NO representations whatsoever about any other third party website, which you may access through our Online Trading Facility or which may link to our Online Trading Facility. When you access any other third party website, please understand that it is independent from our Online Trading Facility and that we have no control over the content on such third party website(s). In addition, a link from a third party website to our Online Trading Facility does not mean that we endorse or accept any responsibility for the content, or the use, of such third party website.

24.4 Links from our Online Trading Facility to any other third party websites are provided solely for your convenience, and you agree that you will under no circumstances hold us liable for any damages or losses caused by use of or reliance on any content, goods or services available on other third party websites.

## **25. SOFTWARE**

25.1 Our Online Trading Facility may contain software that is provided for downloading (hereinafter referred to as “*Software*”). You acknowledge and agree that we make no warranty whatsoever that any Software downloaded onto your computer equipment from or through our Online Trading Facility or elsewhere will be compatible with, or operate without interruption on, your computer equipment, nor do we warrant that any such Software is or will be uninterrupted, error free or available at all times. Our Online Trading Facility is not associated with the Software it may provide for download and we cannot be held liable for issues or faults that arise from the download or use of any such Software.

25.2 You further understand and agree that your download and/or use of any Software may expose you to risks associated with the download and/or use of software that may not be compatible with your computer equipment. You hereby agree to accept such risks, including, but not limited to, failure of or damage to, hardware, software, communication lines or systems, and/or other computer equipment. We expressly disclaim any liability with respect to the foregoing, and you hereby agree to fully indemnify, defend and hold us harmless from any and all damages, liabilities, losses, costs and expenses that may arise therefrom.

25.3 Each Software application downloaded from or through our Online Trading Facility includes a specific personal license to use such Software in accordance with the Terms and Conditions set forth herein. Any Software downloaded from or through our Online Trading Facility is subject to the Terms of the specific software license accompanying such download, in addition to these Terms and Conditions.

25.4 Any Software downloaded from or through our Online Trading Facility is intended only for your personal, non-commercial use only, unless we have expressly agreed otherwise beforehand and in writing. You agree to use any such Software downloaded from or through our Online Trading Facility for the sole purpose of entering into and executing Transactions and/or Contracts through our Online Trading Facility. Using any such Software to distribute signals, copy trades, share the Software or signals with third parties or use the Software on MAM (i.e. Multi-Account Manager) accounts (or in connection with any other portfolio management structure) is NOT allowed under this agreement, without our express and prior written consent, and may lead to immediate termination of the License granted under this Agreement and/or the specific personal license to download and/or use such Software.

25.5 For the avoidance of doubt, you shall be responsible for, and shall be bound by any unauthorized access and/or use of any Software downloaded from or through our Online Trading Facility, made in breach of this Agreement and/or the specific personal license to use such Software. In the event that you receive any data, information or Software via our Online Trading Facility other than that which you are entitled to receive pursuant to these Terms, you will immediately notify us and will not use, in any way whatsoever, such data, information or Software.

25.6 We reserve all rights to modify the terms and conditions of access and use, and/or to discontinue all or part of our services for all Software and/or products and/or files downloaded from or through our Online Trading Facility, at any time, at our sole discretion and for any reason, without being obliged to provide you with any explanation or justification.

## **26. FORWARD LOOKING EARNINGS STATEMENTS**

**26.1 EVERY EFFORT HAS BEEN MADE TO ACCURATELY REPRESENT OUR SERVICES AND THEIR POTENTIAL ON OUR ONLINE TRADING FACILITY. ALTHOUGH THE 'FOREX' INDUSTRY IS ONE OF THE FEW THAT HAS A GREAT POTENTIAL IN TERMS OF EARNINGS, THERE IS NO GUARANTEE THAT YOU WILL EARN ANY MONEY OR INCOME AT ALL USING THE TECHNIQUES AND IDEAS IN OR THROUGH THE MATERIALS OR PRODUCTS PROVIDED ON OR THROUGH OUR ONLINE TRADING FACILITY. DO NOT INTERPRET EXAMPLES IN THESE MATERIALS AS A PROMISE OR GUARANTEE OF EARNINGS. SUCH EARNING POTENTIAL IS AT ALL TIMES ENTIRELY DEPENDENT ON THE PERSON USING ANY OF OUR SERVICES, PRODUCTS, IDEAS AND TECHNIQUES. OUR SERVICES ARE NOT TO BE CONSTRUED AS A "GET RICH SCHEME."**

**26.2 ANY CLAIMS MADE CAN BE VERIFIED UPON REQUEST. THIS IS IN RESPECT OF ACTUAL EARNINGS OR EXAMPLES OF ACTUAL RESULTS. YOUR LEVEL OF SUCCESS IN ATTAINING THE RESULTS THAT MAY BE CLAIMED IN OUR MATERIALS DEPENDS ON MANY FACTORS, INCLUDING, BUT NOT LIMITED TO THE TIME YOU DEVOTE TO THE SERVICES, PROGRAMS, IDEAS AND TECHNIQUES MENTIONED, AS WELL AS YOUR FINANCIAL SITUATION, KNOWLEDGE AND EXPERIENCE AND VARIOUS SKILLS. ALL THESE DIFFER ACCORDING TO INDIVIDUALS, AND SO WE CAN NOT, NOR DO WE, GUARANTEE YOUR SUCCESS OR INCOME LEVEL. WE ARE NOT RESPONSIBLE FOR ANY OF YOUR ACTIONS.**

**26.3 IT IS POSSIBLE THAT SOME OF THE MATERIALS OR PRODUCTS PROVIDED ON OR THROUGH OUR ONLINE TRADING FACILITY MAY CONTAIN INFORMATION THAT INCLUDES, OR IS BASED UPON, FORWARD-LOOKING EARNINGS STATEMENTS. SUCH FORWARD-LOOKING EARNINGS STATEMENTS GIVE OUR EXPECTATIONS OR FORECASTS OF FUTURE EVENTS. THESE STATEMENTS CAN BE IDENTIFIED BY THE FACT THAT THEY DO NOT RELATE DIRECTLY OR STRICTLY TO EITHER HISTORICAL OR CURRENT FACTS. SUCH STATEMENTS MAY USE WORDS SUCH AS "ANTICIPATE," "BELIEVE," "ESTIMATE," "EXPECT," "INTEND," "PROJECT," "PLAN," AND OTHER WORDS AND TERMS OF SIMILAR MEANING IN CONNECTION WITH A DESCRIPTION OF POTENTIAL EARNINGS OR FINANCIAL PERFORMANCE. SHOULD SUCH STATEMENTS BE USED BY US ON OUR ONLINE TRADING FACILITY OR IN ANY OF OUR SALES MATERIAL, THEY ARE SOLELY INTENDED TO EXPRESS OUR OPINION OF EARNINGS POTENTIAL. MANY FACTORS WILL BE IMPORTANT IN DETERMINING YOUR ACTUAL RESULTS AND SO PLEASE NOTE THAT NO GUARANTEES ARE MADE, NEITHER TO YOU, NOR TO ANYONE ELSE, THAT YOU OR ANYONE ELSE WILL ACHIEVE RESULTS SIMILAR TO THE ONES MENTIONED ON OUR ONLINE TRADING FACILITY OR IN ANY OF OUR SALES MATERIAL. IN FACT, NO GUARANTEES ARE MADE THAT YOU WILL ACHIEVE ANY RESULTS FROM ANY IDEAS, TECHNIQUES OR SOFTWARE PROVIDED ON OUR ONLINE TRADING FACILITY OR IN ANY OF OUR SALES MATERIAL OR AS MAY APPEAR ANYWHERE ON OUR ONLINE TRADING FACILITY.**

## **CHAPTER C: SERVICES**

In consideration of us agreeing to carry one or more Accounts for you and providing Services to you in connection with the purchase and sale of Supported Financial Instruments, which may be purchased or sold by or through our Online Trading Facility, or otherwise, for your Account, you hereby agree as follows:

### **27. SCOPE OF SERVICES**

27.1 These Terms and Conditions cover the entire scope of Services provided by us including, but not limited to, the access and use of our Online Trading Facility, data collection and storage practices, downloadable material from our Online Trading Facility, financial information published on our Online Trading Facility (either by us or by any affiliated party), electronic content, real time information, *inter alia*, about the exchange rate of some currencies, tools for executing transactions in the foreign exchange market through the internet, by phone or fax and any other features, content or services that we may add in the future. These Terms and Conditions cover any form of communication between us and you including Electronic Messaging, e-mail, telephone, fax and more.

## 28. REGISTRATION

28.1 We are obligated by law to confirm and verify the identity of each person who registers on our system and opens an Account with us. Therefore, at any given time, starting from the date of your registration with us, we may ask you to provide personally identifiable information. We reserve the right to limit, block access to our Online Trading Facility and/or terminate and/or close your Account with us, if such information is not provided and/or if any such information provided to us appears to be untrue, inaccurate, incomplete and/or incorrect. If you choose to provide us with such information and register with us as our client, you are confirming to us that any information provided to us is true, accurate, updated and complete information about yourself. Additionally, you agree that you will not impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from us for any purpose or reason.

28.2 If you are registering as or for a business entity, you hereby declare that you have the authority to bind that entity to these Terms and Conditions. We apply strict security procedures and undertake to treat the information that you provide us with care in accordance with the privacy policy published on our Website(s) (our “**Privacy Polic(y)ies**”).

28.3 Please note that when you register with us, you will choose a username and password that will personally identify you each time you log on to our system (“**Access Codes**”). Your Access Codes (username and password) should be kept strictly private and confidential at all times. It is your sole and exclusive responsibility to safeguard this information and you are responsible for all actions made using your Account User Information. You agree: (a) to notify us immediately of any unauthorized use of your Access Codes or of any other violation of security and (b) at the end of each use, to log out from your Account in an orderly way. If the security of your Access Codes (username and password) is breached or if you suspect that they are being wrongfully used – please contact our Customer Support team immediately, as follows:

### **Customer Support**

E-mail: (support@camel-intl.com)

## 29. ELIGIBILITY

29.1 As previously indicated, it is a pre-condition that our Services are only used and contracts are only formed by those who are permitted to enter legally binding agreements. **THEREFORE, IF THERE IS ANY REASON WHY YOU WOULD NOT BE ABLE TO ENTER A LEGALLY BINDING AGREEMENT WITH US, FOR WHATEVER REASON - DO NOT USE OUR SERVICES.** Such reasons could include, but are not limited to persons that have not yet reached the age of 18 or are defined as Minors that have not yet reached legal age.

29.2 Due to our internal policies, we only permit people with sufficient experience, knowledge and understanding in financial investments, who possess the personal ability of identifying good investments and distinguishing bad investments, and who fully understand the risks associated with financial investments, independently from any information that they may have read on our Online Trading Facility, to use our Services. ***IF YOU DO NOT POSSESS SUCH KNOWLEDGE INDEPENDENTLY, DO NOT USE OUR ONLINE TRADING FACILITY.***

### **30. CLIENT CATEGORISATION CHANGES**

30.1 Eligible Counterparties & Professional Clients have an obligation to inform us of any change that could affect their categorisation. If no such information is received from you, we will consider that you continue to meet the conditions to be categorised as an Eligible Counterparty or, as the case may be, a Professional Client.

### **31. IDENTIFICATION**

31.1 We are obligated by law to confirm and verify the identity of each person who registers on our system and opens an Account with us; therefore, as part of our obligations to comply with applicable “***Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”) Legislation***”, you will be prompted to provide us with the following information when you register with us:

(a) name; (b) address/ residency; (c) date of birth; (d) nationality; (e) contact information; (e) payment instructions; and any other personally identifiable information that we may ask for from time to time, such as a copy of your Passport and/or other identifying documents.

31.2 Upon the death of an Account owner and if the legal heirs of such account owner would like to withdraw the remaining balance in the Account, to the extent there is any, such legal heirs should present to us with official legal documents from the applicable governmental authorities in the jurisdiction of the deceased to our satisfaction, and we, in our sole discretion and upon checking such documents, shall make the decision whether to allow such withdrawal(s).

### **32. PERSONAL INFORMATION – ACCURATE AND COMPLETE DATA**

32.1 You must provide us with true and complete information to us at all times; including but not limited to, your (a) name; (b) address/ residency; (c) date of birth; (d) nationality; (e) contact information; (e) payment instructions; and any other personally identifiable information that we may ask from you from time to time, such as a copy of your Passport and/or other identifying documents, that we may request from you from time to time as part of our obligations to comply with applicable “***Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”) Legislation***”.

32.2 In that connection, you hereby represent, warrant, covenant and agree that: (a) you are 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 you; (b) you are not politically exposed person and you do not have any relationship (e.g., relative, associate etc.) with a person who holds or held during the last twelve (12) months any public position; (c) you shall be treated as a “***Retail Client***”, unless we shall classify or reclassify you as a “***Professional Client***” or an “***Eligible Counterparty***” in accordance with the principles set out hereinabove, depending on the information that you shall provide when completing the registration process or thereafter (d) you are of sound mind and you are capable of taking responsibility for your own actions; (e) all the details that you have submitted to us or any details given to us when opening an account and making a deposit are true, accurate, complete and match the name on the payment card and/or payment accounts in which you intend to deposit or receive funds from your account; (f) you have verified and determined that your use of our Online Trading Facility does not violate any laws or regulations of any jurisdiction that applies to you.

32.3 If any of the above statements is untrue or inaccurate with respect to you, please inform our Customer Support team immediately, as follows:

#### **Customer Support**

E-mail: (support@camel-intl.com)

and we shall inform you if/how you may continue to access and/or use our Services.

32.4 You hereby expressly acknowledge and agree that the penalty for providing untrue, inaccurate, misleading or otherwise incomplete information is your immediate breach of these Terms and Conditions. As such, we reserve the right to suspend and/or terminate your Account promptly and to suspend and/or prevent you from accessing and/or using our Online Trading Facility, without prejudice to any other rights and/or remedies we may have under and/or pursuant to this Agreement.

32.5 From time to time you may be requested to provide us with certain documents to verify the details of the credit card used by you to deposit funds to your account. Subject to our satisfaction from such documentation checks, you may or may not be permitted to deposit further funds by recurring credit card or other means of payment.

32.6 We may elect to provide you with documentation, information and communications in various languages. By accepting these Terms and Conditions you acknowledge and confirm that our official language is English, and in the event of any discrepancy or inconsistency between any documentation, information and communications in any language other than English and the same in English, the English documentation, information and communications shall prevail.

32.7 We reserve the right to communicate with you by telephone, facsimile, email, posts, newsletters issued by us and/or any other means of communication, whether such communication is personally addressed to you or generally addressed to all our clients and/or posted on our Online Trading Facility. By accepting these Terms and Conditions, you acknowledge and confirm, without prejudice to any other Terms of this Agreement, that all such means of communications on our end are deemed to be acceptable and that any information or notification so provided shall be deemed to have been received by you and/or any transaction so executed shall be deemed final and binding on your part.

32.8 You shall inform us in writing of the persons you have granted a Power-of-Attorney to instruct us on your behalf. For practical reasons, we can only undertake to register one Power-of-Attorney for you. If you at any time wish to revoke such a Power-of-Attorney, to change the extent of such a Power-of-Attorney, or grant Power-of-Attorney to a different person this shall also be informed to us in writing. We are, in accordance with general rules regarding Powers-of-Attorneys entitled to receive instructions from any Person authorised by you as well as Persons who appear so authorised. We do reserve the right, however, at our sole discretion, to reject the appointment of any representative/Power-of-Attorney authorized to act in your Account and we may elect, at our sole discretion, to dismiss and/or reject at any time any transactions performed by such Authorized Representative/power of attorney. Pursuant to general rules regarding Powers-of-Attorney, you are accountable to us for losses or damages which we may suffer as a result of instructions from an Authorized Person who has explicit or tacit Power-of-attorney to give us Instructions on your behalf. We may refuse to act upon any Instruction from any Authorized Person if we can render probable that the disposal pursuant to the instruction submitted would be in violation of the legislation relevant to the area, usual market practice, including but not limited to Anti-Money Laundering (“*AML*”) & Know Your Customer (“*KYC*”) Legislation, or pertain to insider trading, or if the disposal by our reasonable discretion will put you and/or our economic solidity at risk.

32.9 By opening an Account with us, you will be subject to, and you hereby expressly agree to abide by, all of our rules, policies and operating procedures that govern your activities on our Online Trading Facility. We reserve the right to refuse and/or decline our Services to any Person and to close the Account of any Person, at any time, at our sole discretion, and for any reason, without being obliged to provide any explanation or justification. All data relating to Persons who open an Account with us will remain our sole and exclusive property and by entering into this Agreement you acquire NO right to any such information, except as expressly stated herein.

32.10 We further reserve the right to investigate, at any time, at our sole discretion, and for any reason, without being obliged to provide you with any explanation or justification, any activity that may violate this Agreement, including, but not limited to, any use of software applications to access our Online Trading Facility, and/or any engagement in any activity prohibited by this Agreement. We shall NOT be responsible (a) for anything related to trading activities on or through our Online Trading Facility, nor (b) for the manner in which you conduct your trading activity on or through our Online Trading Facility; in particular, but without limitation of the generality of the foregoing, we shall NOT be responsible for any of the following situations: (a) unauthorized real money transactions; (b) unauthorized real money transactions conducted by unauthorized Minors; (c) physical Verification that you possess the proper knowledge and/or experience to use our Online Trading Facility. We will not be responsible in any way (including for damages and losses caused by the use of our Online Trading Facility) if you use our Online Trading Facility without the proper knowledge, and we reserve the right to assess and reassess your knowledge and experience to use our Online Trading Facility at any time, at our sole discretion.

32.11 It is noted that it is your right to refuse any provision of information relating to your person. However, any refusal to provide the information requested will bear the possible negative consequences, and as such your account may be terminated.

## CHAPTER D: COMMISSIONS, FEES AND CHARGES

### 33. COMMISSIONS, FEES AND CHARGES

33.1 You shall pay to us such fees and charges (including, without limitation, spreads, charges, interest and other fees) (“*Commissions and Charges*”) at such rates as are notified by us to you from time to time or published on our Online Trading Facility. By accepting these Terms and Conditions, you acknowledge that you have read, understood and accepted the information under the Spreads and Conditions Schedule posted on our Online Trading Facility, in which all such Commissions and Charges (including, without limitation, spreads, charges, interest and other fees) are explained.

33.2 Prior to a purchase being made, the Company shall:

a. provide the following:

i. fees and charges

ii. interest rate

iii. the total, aggregated cost of the services or products and, if the service or product requires the consumer to pay in installments, the repayment schedule for such products;

iv. key features of the service or product, including the benefits, rights and obligations of the financial consumer;

v. significant risks, if any, associated with the services or products;

vi. a summary of the financial services provider privacy policy;

vii. any costs associated with pre-payment or charges associated with late payments; and

viii. contact information of the financial services provider’s complaints unit and the FSA.

b. the client will be furnished with timely and updated information on the relevant products.

c. due time will be given so the client may review the relevant documents.

33.3 We reserve the right to amend, alter, modify, delete or add to any of these Commissions and Charges at any time and at our sole discretion. When these Commissions and Charges are modified (hereinafter referred to as “*Changes*”) we will post such Changes on our Online Trading Facility and/or otherwise notify you of such Changes, each such notification of which shall be deemed as sufficient notice and it is your duty to consult and/or to check regularly the information posted under the Spreads and Conditions Schedule on our Online Trading Facility regarding any such Changes. Therefore, you should review the Spreads and Conditions Schedule on our Online Trading Facility from time to time so as to ensure that you will be aware of any such Changes. Except if, and then to the extent provided otherwise in this Agreement, all Changes shall be effective five (5) calendar days after their initial posting on our Online Trading Facility, or as of the first time that you access and/or use our Online Trading Facility after such amendments are made, whichever is sooner. Your continued use of our Online Trading Facility after the publication of any Changes shall be considered as your agreement to such Changes and shall be governed by those Terms and Conditions, as modified. If you do not wish to be bound by those Changes, you should cease to use our Online Trading Facility, and inform us in writing, immediately.

33.4 In the event that such Changes are to your advantage, or the grounds for such Changes are due to external circumstances beyond our reasonable control, we are entitled to modify such Commissions and Charges with immediate effect, without the need to give prior notice. Such circumstances may include, without limitation: (a) Changes in the relationship with our counterparties, which affect our cost structures; (b) Changes in commissions and charges from exchanges, clearing houses, information providers or other third party providers that are passed on by us to you.

### 34. OTHER FEES AND CHARGES

34.1 In addition to the Commissions, Fees and Charges mentioned above, you shall be responsible for the payment of any other fees and charges that may be incurred as a result of the provision of our Services to you, including, without limitation, all applicable VAT (if any) and other duties and/or taxes, and all other fees incurred by us in connection with any Transaction and/or Contract and/or in connection with maintaining a client relationship with you.

34.2 In particular, we shall be entitled to demand that the following fees and/or expenses are paid separately by you: (a) all extraordinary disbursements resulting from our client relationship e.g. telephone, telefax, courier, and postal expenses in the event that you request hardcopy Settlement/Trade Confirmations, Account Statements etc. which we could have delivered in electronic form; (b) any expenses we may incur, caused by non-performance by you, including a fee determined by us in relation to forwarding of reminders, legal assistance etc.; (c) any expenses we may incur in connection with replies to inquiries by public authorities, including, without limitation, a fee determined by us in relation to forwarding of transcripts and enclosures and for the preparation of copies; (d) administration fees in connection with Security deposits, and any expenses we may incur in relation to a pledge, if provided, including any insurance premium payments; (e) transfer fees, in the event that no trading activity is developed in your Account; and (f) any expenses we may incur in connection with auditor's comments/reports if such is requested by you. Any such fees and/or expenses will be charged either as a fixed amount corresponding to payments effected, or as a percentage or hourly rate corresponding to the service performed. The methods of calculation can be combined. We reserve the right to introduce new fees.

34.3 In addition, we (and/or our Associates, Business Introducers or other third parties) may share and/or benefit from commission, mark-up, mark-down or any other remuneration in respect of any Transactions and/or Contracts entered into by us and/or in respect of any Transactions and/or Contracts carried out on your behalf. Details of any such remuneration or sharing arrangement will not be set out on the relevant Settlement/Trade Confirmations. We may (but shall not in any circumstances be obliged), upon reasonable request, to the extent possible and at our sole discretion, to disclose to you the amount of any such commission, mark-up, mark-down or any other remuneration paid by us to any Associate, Business Introducer or other third party.

34.4 In the event that you instruct us to transfer open positions, moneys, and/or other Assets relating to your Account to another institution, you agree to pay us a transfer fee, as determined by us at our sole discretion.

## **35. PAYMENT TERMS**

35.1 Unless determined and stated otherwise "*in the terms agreed upon by mutual consent of the Parties*", all Commissions and Charges and other fees and charges shall be regarded as being due and payable immediately. Unless specified otherwise in these Terms and Conditions, any sums due to us pursuant to these Terms and Conditions may be deducted by us from the proceeds of any transaction or debited from your Account(s) with us. In the event of late payment by you overdue amounts shall bear interest at a rate that we shall reasonably determine.

35.2 Unless specified otherwise in these Terms and Conditions, all amounts due to us (or to any Agents used by us) under these Terms and Conditions shall, at our sole discretion: (a) be deducted from any funds held by us for you; or (b) be paid by you in accordance with the provisions of the relevant difference account, Settlement/Trade Confirmation or other advice.

## **36. CURRENCY CONVERSION**

36.1 If we receive or recover any amount in respect of any of your obligations in a currency other than that in which such amount is payable, whether pursuant to a judgment of any court or otherwise, you will indemnify us and hold us harmless from and against any cost (including costs of conversion) and loss suffered by us as a result of receiving such amount in a currency other than the currency in which it is due.

36.2 We shall be entitled, but shall not in any circumstances be obliged, to convert:

a. any realised gains, losses, option premiums, commissions, interest charges and brokerage fees which arise in a currency other than your Base Currency (*i.e.*, the currency in which your Account with us is denominated) to your Base Currency;

b. any cash currency deposit to another cash currency deposit for the purpose of purchasing an asset denominated in a currency other than your Base Currency;

c. any funds held by us for you into such other currency as we consider necessary or desirable to cover your obligations and liabilities in that currency.

36.3 Whenever we conduct such a currency conversions, we will do so at such reasonable rate of exchange as we select. We shall be entitled to add a mark-up to the exchange rates. The prevailing mark-up will be defined in the Spreads and Conditions Schedule on our Online Trading Facility.

### **37. MORATORY INTEREST**

37.1 Any amount due and payable under these Terms and Conditions, which is not paid on the due date, shall be treated as an unpaid such amount and bear interest, at the average rate at which overnight deposits in the currency of such payment are offered by major banks in the London interbank market as of 11.00 am (London time) (or, if no such rate is available, at such reasonable rate as we may select) plus one three percent (3%) per annum for each day for which such amount remains unpaid.

### **38. PRICING OF OTC TRANSACTIONS**

38.1 In respect of any Transactions to be affected OTC, we shall be entitled to provide Price Quotes at which we are prepared to trade with you. Save where we exercise any rights we may have under these Terms and Conditions to close a Transaction and/or Contract, it is your sole responsibility to decide whether or not you wishes to enter into such a Transaction and/or Contract at such prices.

### **39. PROHIBITED TRADING TECHNIQUES**

39.1 ***Circumvention & Reverse Engineering:*** You shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that we have applied to our Online Trading Facility and/or computer system(s). If, at our sole discretion, we were to determine that you are in breach of this clause, we reserve the right to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and we shall be entitled to inform any Interested third parties of your breach of this clause; we have, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Online Trading Facility; any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

39.2 ***Artificial Intelligence Software:*** It is absolutely prohibited to use any software , which we determine, at our sole discretion, to have as its purpose to apply any kind of artificial intelligence analysis to our Online Trading Facility and/or computer system(s) relating to the use of our Services; in the event that we determine, at our own discretion, that any such artificial intelligence software has been used, or is being used, we reserve the right to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your

Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and we shall be entitled to inform any Interested third parties of your breach of this clause; we have, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Online Trading Facility; any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

**39.3 *Unlawful trading techniques:*** Internet, connectivity delays, and price feed errors sometimes create a situation where the price(s) displayed on our Online Trading Facility do(es) not accurately reflect the market rates. The concept of using trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices and/or by taking advantage of internet delays (commonly known as “*arbitrage*”, “*sniping*” or “*scalping*” hereinafter, collectively, referred to as “*Arbitrage*”), cannot exist in an OTC market where the client is buying or selling directly from the principal; accordingly, we reserve the right, at our sole discretion, NOT to permit the abusive exploitation of Arbitrage on our Online Trading Facility and/or in connection with our Services; any Transactions or Contracts that rely on price latency arbitrage opportunities may be revoked, at our sole discretion and without prior notice being required; furthermore, in those instances, we reserve the right, at our sole discretion and without prior notice being required: (a) to make the necessary corrections or adjustments on the Account(s) involved (including, without limitation, adjusting the price spreads available to the client); (b) to restrict the Account(s) involved access to streaming, instantly tradable quotes (including, without limitation, providing manual quotations only and submitting any Orders to our prior approval); (c) to retrieve from the Account(s) involved any historic trading profits that we can document as having been gained through such abuse of liquidity at any time during the client relationship; (d) to terminate the client relationship and/or close all Accounts involved (including, without limitation all other Accounts held by the same Account holder with us) immediately by giving written notice; and/or (e) to inform any interested third parties.

39.4 We have, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Online Trading Facility; any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

**39.5 *Changes in Market conditions:*** please note that we shall have no obligation to contact you to advise upon appropriate action in light of changes in Market Conditions (including, without limitation, Market Disruptions) or otherwise. You acknowledge that the Over-The-Counter Market in leveraged Financial Instruments is highly speculative and volatile and that, following execution of any transaction, you are solely responsible for making and maintaining contact with us and for monitoring open positions and ensuring that any further instructions are given on a timely basis. In the event of any failure to do so, we can give no assurance that it will be possible for us to contact you and we accept no liability for loss alleged to be suffered as a result of any failure by you to do so.

**39.6 *Indemnification:*** Without prejudice to any other provisions of this Agreement, you agree to indemnify us and hold us, our Affiliates and any of our Associates, harmless from and against any and all liabilities, losses, damages, costs and expenses, including, without limitation, legal fees and expenses incurred in connection with and/or directly or indirectly related with, any fraudulent and/or unlawful access and use by you of our Online Trading Facility and/or the prevention and/or remediation thereof, provided that any such liabilities, losses, damages, costs and expenses would not have not arisen, but for our gross negligence, fraud or willful default.

## CHAPTER E: YOUR ACCOUNT(S) WITH US

### 40. ACCOUNT(S)

40.1 For the purpose of our Services and the transactions described herein, subject to the Terms and Conditions set forth herein, we will facilitate the opening and operation of one or more accounts for you on our Online Trading Facility, to be denominated in a currency determined by you, in which all Transactions and/or Contracts entered into by you via our Online Trading Facility will be recorded (your “*Account*”).

### 41. BASE CURRENCY

41.1 You shall designate a base currency for each of your Accounts on our Online Trading Facility, which shall be US Dollars, or any other currency listed on our Website(s), which is determined and/or stated in advance as the base currency of your Account "*in the terms agreed upon by mutual consent of the Parties*" ("*Base Currency*").

41.2 All payments from you to your Account(s) on our Online Trading Facility will be made on your request in the Base Currency of your Account. If we receive or recover any amount in respect of any of your obligations in a currency other than the Base Currency of your Account, the provisions of Section 37 hereinabove shall be applicable *mutatis mutandis*.

41.3 When a withdrawal or refund is performed from your Account, we reserve the right (but shall under no circumstances be obliged) to remit the funds in the same currency in which such funds were initially received by us; in the event that such withdrawal or refund is made in a currency other than the Base Currency of your Account, the provisions of Section 37 hereinabove shall be applicable *mutatis mutandis*.

41.4 No instructions to pay a third party from your Account(s) will be accepted by us, unless otherwise determined and/or stated in advance "*in the terms agreed upon by mutual consent of the Parties*".

### 42. ACCESS CODES (USERNAME AND PASSWORDS)

42.1 In order to allow you to access and use our Online Trading Facility, we will provide you for each Account with a unique username and password that will allow you; (a) to access and use our Online Trading Facility; (b) to access and use your Account for the purpose of evaluating real-time evaluations of your open trading positions and consulting and/or reviewing historical transactional and account data; and (c) to access and use your Account for the purpose of entering into Transactions and/or Contracts and place trades related to Transactions and/or Contracts via our Online Trading Facility. The logins and passwords will continue to be in force unless terminated by either Party. We may provide replacement logins and passwords, at any time as we think fit, to protect the security of your Account and/or prevent unauthorized access and/or use of your Account. You may access your Account on our Online Trading Facility only through one or more of these logins and passwords or other access methods provided by us, or as otherwise determined and stated "*in the terms agreed upon by mutual consent of the Parties*" (“*Access Codes*”).

42.2 In relation to any of your Access Codes, you acknowledge and undertake that: (a) you will be responsible for the confidentiality and use of your Access Codes; (b) other than with our prior written consent, you will not disclose any of your Access Codes to other Persons for any purpose whatsoever; (c) we may rely on all instructions, Orders and other communications entered using any of your Access Codes, and you will be bound by any transaction entered into or expense incurred on your behalf in reliance on such instructions, Orders and other communications; and (d) you will immediately notify us at our customer support desk if you become aware of the loss, theft or disclosure to any third party or of any unauthorised use of your Access Code(s).

42.3 In particular, it shall be your sole responsibility to monitor and restrict access to your Account(s) and you shall be solely responsible for ensuring that your Access Codes are known to, and used by, only those users and/or customers, which you expressly authorize and recognize. Notwithstanding anything to the contrary in this Agreement, you shall be responsible for the actions of any persons, authorized or unauthorized, who gain access to and/or make use of your Account on our Online Trading Facility through your Access Codes, and you shall be bound to clear and settle all Transactions and/or Contracts executed and effected via our Online Trading Facility through your Access Codes.

42.4 In the event that your Access Codes have been lost, stolen or compromised, you will promptly notify us thereof in writing. Upon receipt of such notice, we will immediately terminate your Access Codes, provided, however, that you will at all times remain responsible for any actions taken through the use of your Access Codes before they are terminated by us. Without prejudice to any of the foregoing, we shall at all times be entitled, at our sole discretion, to terminate, revoke, suspend, modify and/or change any or all of your Access Codes at any time with or without prior notice, provided, however, that we shall endeavour (but shall not in any circumstances be obliged to) provide you with prior notice to the extent practicable.

42.5 You will undertake best efforts to ensure that you complies at all times with: (a) all Applicable Laws, Rules and/or Regulations (b) the terms and conditions of this Agreement; (c) any additional terms and conditions determined and stated "*in the terms agreed upon by mutual consent of the Parties*"; (e) any and all disclaimers and additional terms and conditions presented in any part of our Online Trading Facility; and (f) any other terms and conditions pertaining to the transactions contemplated under this Agreement, as from time to time in effect. Furthermore, you are is under an obligation to provide us with such information as we may request from time to time as part of our obligations to comply with applicable "***Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation***" and/or with any other relevant third party, governmental entity or regulatory agency.

42.6 You shall hold us harmless from, and indemnify us for, any sustained damages, which we may suffer from your failure to take adequate steps to protect the security of your Access Codes, and your failure to prevent any person from any unauthorized access and/or use of your Account(s) on our Online Trading Facility; you shall hold us harmless in any legal, administrative or arbitral proceedings and expenses related thereto, and you shall indemnify us for all damages, costs and expenses arising as a result of non-compliance with this Section.

## 43. PAYMENTS

43.1 You may deposit funds into your Account at any time. Deposits will only be accepted by a payment method (e.g., bank wire transfer, e-wallets etc.) in the same name as yours. Under no circumstances will third parties or anonymous payments be accepted.

43.2 Unless expressly determined and stated otherwise "*in the terms agreed upon by mutual consent of the Parties*", we do not accept payments by cheque. In those instances where we might agree, in principle, to accept payment by cheque, we shall nonetheless have the right to refuse payment by cheque if any payment given has not cleared on the first presentation of the cheque.

43.3 The client may withdraw funds from the Client Account at any time during the course of this Agreement by using any of the payment methods available. Withdrawal commissions can be found in the Legal Documents section of the Account management. If you give an instruction to withdraw funds from your Account, we will reduce the requested funds immediately from your Account balance and shall use our best efforts to process the specified withdrawal request within one (1) Business Day following the day on which the withdrawal request has been accepted, provided that the following requirements are met: (a) the withdrawal request includes all necessary information; (b) the instruction is to make a payment through a payment method in your name (e.g., bank wire transfer, e-wallets etc.); and (c) you have provided full identification documentation to support your withdrawal request.

43.4 If we accept any payments to be made by a debit card, credit card or any other payment method in respect of which processing fees may be charged, we reserve the right to levy a transfer charge.

43.5 If you make a payment/deposit, we shall, without prejudice to any other provisions of this Agreement, use or best efforts to credit your Account with the amount of such payment within one (1) Business Day following the day on which the deposit has been accepted, if we are satisfied that you are the sender of the funds. If we are not satisfied that you are the sender of the funds deposited in your Account, we reserve the right to reject such funds and return them to the remitter net of any transfer fees or other charges. You may be required to submit additional documentation as required by applicable “*Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”) Legislation*” and/or any other similar rules and regulations applicable to us.

43.6 We shall be entitled, but shall not in any circumstances be obliged, without prior notice to you, to convert: (a) any realized gains, losses, option premiums, commissions, interest charges and brokerage fees which arise in a currency other than the Base Currency of your Account (*i.e.* the currency in which your Account with us is denominated) to the Base Currency of your Account; (b) any cash currency deposit to another cash currency deposit for the purpose of purchasing a Financial Instrument or asset denominated in a currency other than the Base Currency of your Account; (c) any funds deposited with us or held by us on your behalf into such other currency as we consider necessary or desirable, at our sole discretion, to cover your obligations and liabilities in that currency; whenever we conducts such currency conversions, we will do so at such reasonable rate of exchange as we select, at our sole discretion; under these circumstances, we shall be entitled to add a mark-up to the exchange rates; any such prevailing mark-up (if any) shall be posted on our Online Trading Facility in the Commission, Charges & Margin Schedule.

43.7 All foreign currency exchange risk arising from any deposits in and/or withdrawals from your Account, or resulting from the compliance by us with our obligations or the exercise by us of our rights under these Terms and Conditions, will be borne by you.

43.8 We shall not be obliged to shall not be liable: (a) to pay interest to you on any credit balance(s) in any Account(s) or on any other funds you deposit with us or which we are holding on your behalf ; or (b) account to you for any interest received by us, or in respect of which we are the beneficiary, in connection with any funds you deposit with us or which we are holding on your behalf, or in connection with any Contract and/or Transactions; you consent to waive all rights to such interest and you acknowledge and agree that we will be the beneficiary of all such interest.

#### **44. SEVERAL/MULTIPLE TRADING ACCOUNTS**

44.1 In the event that you have more than one Account with us, we reserve the right to treat all such Accounts as if they were under one Account and to limit the number of Accounts maintained by a single household, at our sole discretion.

44.2 In the event that you operate several Accounts (or sub-accounts) and opposite positions are opened on different Accounts (or sub-accounts), we shall not close out such positions. You are specifically made aware, however, that, unless closed manually, all such positions may be rolled over on a continuous basis and thereby consequently all Accounts may incur a cost for such roll-over.

#### **45. DEPOSITS, REFUNDS AND WITHDRAWALS**

##### ***A. DEPOSITS***

45.1 We reserve the right to impose deposit limits and deposit fees in our system(s), at any time.

45.2 You may deposit funds into your Client Account at any time during this Agreement. Minimum deposit requirements as well as withdrawal commissions can be found in the Legal Documents section. The Company shall not accept third party or anonymous payments into the Client Account. You agree that any funds transmitted to our bank accounts by you or, where permitted, on your behalf, will be deposited into your Account with us at the value date of when the received by us and net of any charges/fees charged by the bank account providers, our payment service providers and/or any other intermediary involved in such transaction process.

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

45.4 Before accepting any such funds into our bank accounts and/or making any such funds available to into your Account with us, we must be fully satisfied that you, as our client, are the sender of such funds, or that such funds have been transmitted to us by an authorized representative of you, as our client; in those instances where we are not satisfied that you, as our client, are the sender of such funds, or that such funds have been transmitted to us by an authorized representative of you, as our client, we reserve the right to refund/send back the net amount received to the same remitter from, and by the same payment method through which such funds were received.

## **B. REFUNDS AND WITHDRAWALS**

45.4 We reserve the right to impose withdrawal limits and withdrawal fees in our systems, at any time.

45.5 Upon submitting a withdrawal request you may be required to submit documentation as required by applicable “**Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”) Legislation**” and/or any other similar rules and regulations applicable to us.

45.6 When a withdrawal or refund is performed, we reserve the right (but shall under no circumstances be obliged) to remit the funds to the same remitter from, and by the same payment method through which such funds were initially received by us. In that connection, we reserve the right, at our sole discretion, (a) to decline withdrawals via certain specific payment methods; (b) to require another payment method as the one indicated in any withdrawal request, in which instance a new withdrawal request may have to be submitted; and/or (c) to require that further documentation be submitted, as required by applicable “**Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”) Legislation**” and/or any other similar rules and regulations applicable to us, before proceeding with any withdrawal request.

45.7 If we are unable to remit the funds, or any partial amount thereof, to the same remitter from, and by the same payment method through which such funds were initially received by us, we reserve the right (but shall under no circumstances be obliged) to transmit the funds via an alternative payment method selected by us, at our sole discretion, in any currency we deem fit (regardless of the currency in which the initial deposit was made). Under these circumstances, we shall not be responsible for any transfer fees or charges charged by the receiver and/or for any currency exchange rates resulting from the payment of such amount and the provisions of Section 37 hereinabove shall be applicable *mutatis mutandis*.

45.8 Withdrawal requests that are accepted and approved by us in accordance with the terms of this Agreement are, in principle, processed within one Business Days following the receipt of the transfer request instructions. The amount to be transferred reduces the balance of the relevant Account from which such transfer is to be made, when the transfer request process is concluded. We reserve the right (a) to decline a withdrawal request if the request is not in accordance with the provisions of this Section, or (b) to delay the processing of the request if we are not satisfied with the ancillary documentation submitted with the withdrawal request.

45.9 You agree, when we so request, to pay any bank transfer fees incurred when you are withdrawing funds from your Account or when funds are refunded by us to your designated bank account. You are solely responsible for the payments details you are providing us with and we do not accept any responsibility for your funds, if the payment details you have provided to us are incorrect or incomplete. It is also understood that we do not accept any responsibility for any funds that are not directly deposited into our bank accounts.

## **46. DEPOSITS BY CREDIT/DEBIT CARD**

46.1 You can deposit funds to your Account with us quickly and easily by credit or debit card. The entire transaction is processed electronically - online.

46.2 Before you can use your credit card, we reserve the right, but shall under no circumstances be obliged, to require that you register it with us. As the case may be, the credit card registration process will be clearly explained on the Credit Card Deposit screen displayed on our Online Trading Facility. Upon submitting your credit card registration, you may be required to submit documentation as required by applicable “***Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”) Legislation***” and/or any other similar rules and regulations applicable to us. Once your credit card has been successfully registered, you can start depositing funds into your Account by credit card.

46.3 Registering and using your debit card is the same as using a credit card. The debit card must be associated with either Visa or MasterCard. The following information must match:

- a. the mailing address you provided upon your account registration must match your credit/debit card statement's billing address; and,
- b. your full name must match the name on the credit/debit card; ***DO NOT USE INITIALS OR NICKNAMES IN ANY ACCOUNT!!***

46.4 Please note that it is a serious criminal offence to provide false or inaccurate information during your credit/debit card registration. At the very least, you may be prevented from accessing our Online Trading Facility via your current and future Accounts with us. Furthermore, in the event that we suspect or determine, at our sole discretion, that the information you provided during your credit/debit card registration is false or incorrect, we reserve the right, at our sole discretion, to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and we shall be entitled to inform any Interested third parties of your breach of this clause; any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately; we have, and will continue to develop any tools necessary to identify credit/debit card fraud; any dispute arising from such fraudulent activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

46.5 Before accepting any credit card deposits and/or making any such credit card deposits available into your Account with us, we must be fully satisfied that you are the legitimate owner/user of the credit card used and that it is you, as the legitimate owner/user of the credit card, who is making and/or authorizing the deposit by credit card; in those instances where we are not satisfied that you are the legitimate owner/user of the credit card used and that it is you, as the legitimate owner/user of the credit card, who is making and/or authorizing the deposit by credit card, we reserve the right to refuse the credit card deposit(s) in question and to refund/send back the net amount deposited to the same credit card account and via the same payment method through which such deposit(s) was/were made. Fraudulent transactions are immediately cancelled after being detected. Furthermore, in such instances, we reserve the right, at our sole discretion, to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and we shall be entitled to inform any Interested third parties of your breach of this clause; any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately; we have, and will continue to develop any tools necessary to identify credit/debit card fraud; any dispute arising from such fraudulent activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

46.6 We reserve the right, at our sole discretion, to impose such deposit limits and restrictions, as we deem fit. Current deposit limits and restrictions are displayed on the Credit/Debit Card Deposit screen displayed on our Online Trading Facility. If you would like to increase your credit/debit card deposit limit, please contact our Customer Support team as follows:

#### **Customer Support**

E-mail: (support@camel-intl.com)

Please include your name, Account number, mailing address, e-mail address and telephone number.

46.7 Credit/debit card transactions are generally processed within minutes of being requested. The deposited funds are available for use immediately. We do not charge any fees for using this service. If we accept any payments to be made by a debit card, credit card or any other payment method that may charge processing fees, we do, however, reserve the right to levy a transfer charge. All transactions should be listed as purchases on your credit/debit card statement. You may wish to contact your credit/debit card company to ask if there are any fees on their side in processing these transactions.

46.8 For credit/debit cards, we provide you with the option of paying in your own currency. We provide a competitive exchange rate, presented upfront in the payment method interface. Should you choose to pursue this service, the transaction will be processed on your payment method immediately using the exchange rate provided. In case you would like the payment provider to perform the currency exchange for you, the transaction will be posted to your card when processed by your issuing bank while the exchange rate and any additional fees will be determined by your issuing bank.

46.9 If you plan to use more than one credit/debit card to deposit funds into your Account, you must ensure that your account has a zero balance before changing cards. You can do this by using any remaining funds within the Account or withdrawing any remaining funds to the original credit card. Before you can use any other credit card, you will need to register it with us in accordance with the procedures described hereinabove.

46.10 It is important to keep a record of all of your credit/debit card deposits. To help you maintain these records you should be aware that your credit/debit card deposits are recorded and reported on your credit/debit card statement

## **47. CHARGEBACKS**

47.1 If you place a chargeback with your credit card company (on purpose or by mistake) for any deposit you made in your Account with us, we reserve the right to charge a “USD 150,- research fee” to your Account upon receiving the chargeback by our merchant provider to cover our investigative expenses to prove that you did make the deposit, and you hereby authorize us to charge this amount to your credit card.

47.2 We do not tolerate credit card fraud, and all fraud, without exception, will be prosecuted through criminal proceedings in your local jurisdiction to the fullest extent of the law. In addition, we will pursue civil legal action in your local jurisdiction seeking any loss of income related to the fraud, including business, legal fees, research costs, employee down time and loss of revenues.

47.3 We employ advanced risk modelling to detect fraudulent transaction clues across our Services. Fraudulent transactions are immediately cancelled after being detected. Any active Orders associated with the same fraudulent credit card will also be cancelled immediately. We also actively leverage external, cross-industry resources -- such as worldwide fraud blacklists -- to prevent fraudulent users from accessing our Online Trading Facility in the first place.

47.4 We consider credit card charge backs to be fraudulent if you make no reasonable effort to work with us to resolve any problems with your deposit. All frivolous chargebacks not only cost our employees time away from our usual and customary matters of conducting normal business, but also cost us money, therefore:

a. when we detect questionable activity related to a deposit that is being made in an Account, we will mark the deposit with a “*customer review in progress*” status and perform fraud detection checks on the deposit to reduce your exposure to risk; during this time, you won't be able to access your Account.

b. In general, we complete reviews within four (4) to six (6) hours; certain deposits posing a higher potential risk may require more time, however, as our Compliance Department performs even more extensive fraud detection checks. We may also contact you directly as a backup precaution. If we determine that a deposit is high-risk or doesn't comply with our Fraud & Security Policies, the deposit will immediately be cancelled and the funds will immediately be refunded to the credit card from which the deposit was initially made. Furthermore, in such instances, we reserve the right, at our sole discretion, to close any and all of your Account(s) with us immediately. Any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately.

c. You agree that if you choose to do business with us and you file a charge back with your credit card company, but you do not win the charge back argument, you agree to pay us, in addition to the “USD 150,- research fee mentioned above, a “USD 150,- administrative processing fee” for our time responding to the matter. You hereby authorize us to charge this amount to your credit card. If this charge is rejected, we will pursue legal action to recoup losses for our time associated with responding to the charge back in addition to any other fees explained above. You agree to reimburse us or any Representative we may appoint for any legal expenses your actions may make us incur.

d. In addition, we will attempt to recover fraudulently disputed charges plus additional costs via a third-party collection agency and your account will be reported to all credit bureaus as a delinquent collection account. This may severely damage your credit rating for at least the next seven (7) years. At this point, we will no longer accept a settlement of your debt and will only accept payment in full. In addition to this, we will file a report with your local police department, and pursue all fraudulent activities through your local jurisdiction for prosecution to the fullest extent of the law. Furthermore, in such instances, we reserve the right, at our sole discretion, to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account. Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and we shall be entitled to inform any Interested third parties of your breach of this clause; any active Orders associated with the same fraudulent credit card and/or Account will also be cancelled immediately; we have, and will continue to develop any tools necessary to identify credit/debit card fraud; any dispute arising from such fraudulent activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

47.5 We take fraud very seriously. We log IP strings on all deposits made in our accounts - any orders coming back as a chargeback due to fraudulent activities will be diligently pursued through criminal proceedings in your local jurisdiction for prosecution to the fullest extent of the law.

## **48. NETTING AGREEMENT**

48.1 If on any date the same amounts are payable by a Party to this Agreement to another Party to this Agreement in the same currency, then, each Party's obligations to make payment of any such amount(s) will be automatically satisfied by 'netting'.

48.2 If the amounts are not in the same currency, the amounts may be converted in accordance with the principles set forth in Section 37 hereinabove.

48.3 If the aggregate amount that is payable by one Party exceeds the aggregate amount that is payable by the other Party, then the Party by whom the larger aggregate amount is payable shall pay the excess to the other Party and the obligations to make payment of each party will be satisfied and discharged.

48.4 If the client relationship is terminated, then the claims that the Parties have against each other shall be finally discharged by means of netting (closed). The value of any open Contracts shall be determined according to the principles set forth below and the final amount to be paid by one of the Parties shall be the difference between the payment obligations of the parties.

48.5 Rates based on which any such Transactions and/or Contracts shall be closed shall be the market rates applicable on the day on which we decide to close such Transactions and/or Contracts. We may, at our reasonable discretion, determine the rates by obtaining an offer from a market maker in the asset in question or by applying rates from electronic financial information systems. When determining the value of any such transactions and/or Contracts to be netted, we shall apply our usual spreads and include all costs and other charges.

48.6 This netting agreement shall be binding on all Parties to this Agreement and on the estate and/or creditors of all Parties to the client relationship under this Agreement.

## **49. TITLE TRANSFER OF MONEY DEPOSITED WITH US**

49.2 Any money received by us from you or, where permitted, by a third party for your Account, will be owed by us to you, even in those instances in which we are acting as your Agent, and you no longer have a proprietary claim over such money transferred to us, and we can deal with it in our own right.

49.3 We will transfer an equivalent amount of money back to you in those instances in which we consider, at our sole discretion, that the amount of money you have transferred to us is more than is necessary to cover your present and future obligations to us. In determining the amount of collateral and the amount of our obligations to you, we may apply such methodology (including judgements as to the future movement of markets and values), as we consider appropriate, consistent with Applicable Laws, Rules and/or Regulations

49.4 All funds, securities, currencies, and other property (including, without limitation, Assets and Collateral) (“**Client Funds**”), which you may deposit with us or may have deposited with us at any time, or which we or any of our Affiliates may at any time be carrying for you (either individually, jointly with another, or as a guarantor of your Account of any other person) or which may at any time be in our possession or control or carried on our books for any purpose, including safe keeping, may be held by us as Security and subject to a general lien and right of set-off for any of your liabilities to us, regardless of whether we have made advances in connection with such Client Funds, and irrespective of the number of Accounts you may have with us. We may, at our sole discretion, at any time and from time to time, without notice to you, apply and/or transfer any or all such Client Funds between any of your Accounts with us. Furthermore, without prejudice to any other provisions of this Agreement, by accepting these Terms and Conditions you grants us the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other clients, to ourselves as broker or to others, any such Client Funds. We shall at no time be required to deliver to you the identical property delivered to or purchased by us for any of your Account(s). This authorization shall apply to all Accounts carried by us for you and shall remain in full force until all accounts are fully paid for by you or notice of revocation, termination or Default is sent by us in accordance with these Terms and Conditions.

## 50. CLIENT FUNDS AND ASSETS

50.1 Without prejudice to the provisions of the immediately preceding Section of this Agreement, all Assets (including, without limitation, cash, or only in those instances in which we may agree otherwise, other assets, such as collateral (by which we mean investments, securities, bonds or any other financial instrument, property or asset acceptable to us in lieu of cash) handed over by you to us, or which we hold on your behalf for the provision of our Services (“**Client Funds**”), will be held in an account with a custodian, credit institution or bank, or with a bank authorized in a third country or any electronic payment providers/processors approved by us, and will be segregated from our own funds in accordance with the applicable **FSA Rules**. Your Client Funds may be pooled with the funds of other clients in a general omnibus account.

50.2 Unless you notify us beforehand and in writing, we may allow a third party, such as an exchange, a clearing house or an intermediate broker to hold all control all or part of your Client Funds, where we transfer your Client Funds: (a) for the purposes of a Transaction and/or Contract you have entered into, or are entering into with such third party; or (b) to meet your obligations to provide Collateral or Margin for a Transaction and/or Contract (*e.g.* an initial Margin requirement for a derivative Transaction).

50.3 You hereby authorize us to make any deposits and withdrawals from your Account with us on your behalf, including, without limitation and prejudice to the generality of the above, withdrawals for the settlement of all Transactions undertaken and/or Contacts entered into under these Terms and Conditions, as well as for the settlement of any and all amounts which are payable by you, or on your behalf, to us or any other person under and/or pursuant to these Terms and Conditions.

50.4 Unless otherwise determined and stated "*in the terms agreed upon by mutual consent of the Parties*", any amount payable by us to you, shall be paid directly to you and not to any other Person, except in those instances there this has been agreed upon by mutual consent of the Parties.

50.5 Without prejudice to any other provisions of this Agreement, we may, at our sole discretion, from time to time and without your prior authorisation, set-off any amounts held on your behalf against your obligations to us and/or merge any of your Accounts with us.

50.6 You are entitled to withdraw the funds which are not used for Margin covering, free from any obligations ("*Free Margin*") from your Account with us, without closing your Account.

## 51. DORMANT ACCOUNTS

51.1 In the event that there are no transactions (trading/withdrawals/deposits) in your Account for a set period of at least twelve (12) months we will regard your account to be dormant. An account shall be deemed as dormant from the last day of the twelfth month in which there have been no transactions (trading/withdrawals/deposits) in the Account.

51.2 Dormant Accounts will be charged an Annual Maintenance Fee of USD 10,00 (United States Dollars) or the full amount of the free balance in the Account if the free balance is less than USD 10 (United States Dollars). There will be no charge if the free balance in the Account is less than USD 50,00.

51.3 In the event that you log-on to your Account and you perform transactions (trading/withdrawals/deposits) in your Account in the period during which the Annual Maintenance Fee is being applied, we will cease to deduct the Annual Maintenance Fee, but we shall not be obligated to refund any Annual Maintenance Fees deducted from your Account prior to such log-on. Dormant Accounts with a zero free balance will be closed automatically.

## 52. MULTIPLE ACCOUNT HOLDERS

52.1 We offer the possibility to open Accounts with us that are operated by multiple (joint) Account holders. In the event that such a request is filed with us, you will be asked to indicate to us on your Account Opening Application Form(s), the form of ownership of the Account, as either one of the below mentioned options:

**a. *Joint Tenants with Rights of Survivorship*:** In this instance, it is the express intention of the (joint) Account holders to create an estate or account as joint tenants with rights of survivorship and not as tenants-in-common; in the event of the death of either one of the Account holders, the entire interest in this Account shall be vested in the surviving Account holder on the same terms and conditions as previously held, without in any manner releasing the deceased Account holder's estate from the liabilities that are provided for hereinafter;

**b. *Tenants-In-Common*:** In this instance, it is the express intention of the (joint) Account holders to create an account or estate as tenants-in-common; the percentage of ownership of each Account holder shall be as indicated on the Account Opening Application Form(s); any taxes, costs or expenses payable as a result of the death of an Account holder shall, so far as possible, be deducted from the interest of the estate of the deceased Account holder; this provision shall not release the deceased Account holder's estate from the liabilities that are provided for hereinafter; unless expressly stated otherwise on the Account Opening Application Form(s), each (joint) Account holder shall be deemed to have an equal share in the (joint) Account.

52.2 If an Account is jointly held by more than one Account holder, each Account holder individually shall have the authority: (a) to trade for the account in accordance with the agreements of the Account; (b) to receive all correspondence and documents in respect of the Account; (c) to receive or withdraw money from the Account; (d) to execute agreements relating to the Account; and (e) to deal with us on an individual basis with respect to all aspects pertaining to the Account. Without prejudice to any other provisions of this Agreement, we shall be entitled (but under no circumstances be obliged), however, at our sole discretion, to require joint action by all Account holders in certain Account matters, without being obliged to provide any explanation or justification.

52.3 Furthermore, in those circumstances: (a) the liabilities of each such Account holder shall be joint and several; (b) we may act upon instructions received from any one Person who is, or appears to us to be, an Account holder, without further inquiry with regard to all transactions in any way related to the Account, including without limitation, the placement of Orders and entering into of Transactions and/or Contracts via our Online Trading Facility, and the disposition of any or all of the assets in the Account; we shall have no responsibility or obligation for further inquiry into such apparent authority, and shall bear no liability for the consequences of any acts or omissions made in reliance upon any such Instructions; (c) any notice and other message presented by us to any one Person who is, or appears to us to be, an Account holder shall be deemed to have been presented to all Account holders; and (d) if an Event of Default occurs in respect of any one Person who is, or appears to us to be an Account holder, such an Event of Default shall be deemed to have occurred in respect of all Account holders.

52.4 In the event of the death of an Account holder, the surviving Account holder(s) shall immediately give us written notice thereof, and provide us with proof of a death certificate and we may, before or after receiving such notice, at our sole discretion, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion and/or restrict transactions in the Account as we may deem advisable and/or desirable, to protect us against any tax, liability, penalty or loss, under any present or future laws or otherwise.

52.5 In the event of the death of an Account holder, the estate of the deceased Account holder and the surviving Account holder(s) shall continue to be liable, jointly and severally, to us for any obligations incurred prior to our receipt of written notice of the death of the Account holder, and/or for any costs incurred by us, including any reasonable attorney fees, in the liquidation of the Account or adjustment of the interests of the Account holders.

### **53. ISLAMIC/SWAP-FREE ACCOUNTS**

53.1 We offer the possibility to open Islamic (Swap-free) Accounts with us. Swap-free trading accounts are available only to those clients who cannot use swaps owing to their religious beliefs. Accordingly, in all instances where a request for an Islamic (Swap-free) Account is filed with us, we reserve the right to require an adequate justification for and/or proof of the necessity or need of any such conversion. Furthermore, we reserve the right to refuse the processing of any such request for any reason whatsoever, without being obliged to provide any explanation or justification.

53.2 While a client may file a request for an Islamic (Swap-free) trading account at any time, the filing of any such request entails that all of such client's other real trading Accounts with us will be converted into Swap-free trading accounts also, without any further notice being required. Conversion of a real trading Account to a Swap-free trading account is performed by our Back-Office Department only upon the request and consent of those clients who complete and submit a request for an Islamic (Swap-free) Account. Upon the receipt of such a duly signed and executed request, we shall evaluate request and any ancillary documentation submitted to us and shall inform the client who requested the conversion by e-mail whether the request is accepted or not.

53.3 clients are not allowed to use Swap-free Accounts to make profits from Swaps and may not request the payment of any Swap amounts that have been lost as a result of converting their real trading Account(s) into one or more Swap-free Account(s) for the period during which their real trading Account(s) has/have been converted into one or more Swap-free account(s).

53.4 We reserve the right to revoke the Swap-free status granted to any real trading Account at any time without being obliged to provide any explanation or justification. Furthermore, in the event that we detect any form of abuse, fraud, manipulation, cash-back arbitrage, carry trades, or other forms of deceitful or fraudulent activity in regard to any Swap-free Account of any client, we reserve the right, at any time, (a) with immediate effect, to revoke the Swap-free status from any and all real trading Accounts of such client that have been converted to a Swap-free trading Account; (b) to correct and recover any un-accrued Swaps and any related un-accrued interest expenses and or costs pertaining to any and all of such client's Swap-free trading Accounts during the period for which such Accounts were converted into Swap-free trading Accounts; and/or (c), with immediate effect, to close all trading Accounts of such client with us, nullify all trades carried out in such client's trading Accounts with us and cancel and all profits or losses garnered in such client's trading Accounts with us.

## CHAPTER F: GENERAL PROVISIONS

### 54. MARKET MAKING

54.1 You are specifically made aware that in certain markets, including the foreign exchange markets, OTC foreign exchange options and CFD Contracts, we may act as a '**Market Maker**', *i.e.*, we may take the risk of holding a certain number of Supported Financial Instruments in order to facilitate trading in these Financial Instruments by displaying/quoting 'bid' and 'ask' prices ('buy' and 'sell' quotations) for such Supported Financial Instruments on our Online Trading Facility and filling Orders received in respect to such Supported Financial Instruments from our own inventory or seeking an Offsetting Order.

54.2 In order for us to provide Price Quotes with the swiftness normally associated with speculative trading, we may have to rely on available price or available information that may later prove to be faulty due to specific market circumstances, *for instance*, but not limited to, lack of liquidity in, or suspension of an Underlying Instrument or asset or errors in feeds from information providers or in Price Quotes from our counterparties. In these circumstances, provided that we have acted in good faith when providing the relevant Price Quote to you, we may cancel the relevant Transaction and/or Contract with you, but shall do so within reasonable time and shall provide you with a full explanation for the reason of such cancellation.

54.3 Following execution of any position with you, we may, at our reasonable discretion, subsequently offset each such position with you with another client position or with a position with one of our counterparties, or we may decide to retain a proprietary position in the Market with the intention to obtain trading profits from such positions. Such decisions and actions may therefore result in us offsetting client positions at prices different – sometimes significantly different – from the Price Quotes provided to you, resulting in trading profits or losses for us. This in turn can raise the possibility of you incurring, what may be seen as, an implied cost (*i.e.*, the difference between the price at which you traded with us and the price at which we subsequently traded with our counterparties and/or other clients), due to any profits realised by us as a result of the Market Making function. Please also note, however, that the Market Making function may involve significant costs to us, if the market moves against us in comparison to the price at which we traded with you.

54.4 You accept that, in such Markets where we act as Market Maker, we may hold positions that are contrary to your positions and/or the positions of certain other of our clients, resulting in potential conflicts of interest between us, and any such other of our clients.

54.5 In Markets, where we act as a Market Maker, you accept that we have no obligation to quote prices to you and/or any of our other clients, at any time in any given Market, nor shall we have an obligation to provide such Price Quotes to you and/or any of our other clients with a specific maximum spread.

54.6 You acknowledges, recognize and accept that the Price Quotes provided to you include a 'spread' when compared with the price for which we may have covered or expected to be able to 'cover' the Transaction or Contract in a trade with another client or a counterparty; furthermore, you acknowledges, recognize and accept that said 'spread' constitutes remuneration to us and that such 'spread' cannot necessarily be calculated individually for all Transactions and/or Contracts and that such 'spread' will not be specified at the Settlement/Trade Confirmation or otherwise revealed to you.

54.7 Any commission costs, interest charges, costs associated to and included in the 'spreads' that are part of the Price Quotes provided by us as a Market Maker in certain Markets, and any other fees and charges will consequently influence your trading result(s) and may have a negative effect on your trading performance compared to a situation in which such commission costs, interest charges, costs associated to and included in the 'spreads', would not apply.

54.8 Whilst dealing 'spreads' and commissions are normally considered moderate seen in relation to the value of the Financial Instruments traded, such costs may be considerable when compared with your Margin deposit. As a consequence thereof, your Margin deposit may be depleted by the trading losses, which you may incur and by the directly visible dealing costs such as commissions, interest charges and brokerage fees, as well as by the afore-mentioned invisible costs for you that are caused by our performance as a Market Maker.

54.9 If you are an active trader and you are undertaking numerous Transactions and/or Contracts, the total impact of visible as well as invisible costs may be significant. Consequently, you may have to obtain significant profits in order to cover the costs associated with the trading activities you undertake with us as a Market Maker. For very active clients, such costs may over time exceed the value of the Margin deposited with us. Normally, when trading Margined derivatives, the lower the percentage of the applicable Margin rate, the higher the proportion of the costs associated with executing a Transaction and/or Contract.

54.10 You are hereby specifically made aware that in the area of Market Making in foreign exchange, CFD Contracts and other OTC products, significant implied costs can arise as a consequence of the profits made by us performing in our capacity as a Market Maker; thus, our performance as a Market Maker may negatively affect your Account with us and the said associated costs may neither directly visible nor directly quantifiable for you at any time.

54.11 Please note that we are at no time and under no circumstances obliged to disclose any details of our performance or our income produced as a Market Maker, or otherwise related to other commissions, charges and fees.

54.12 You are hereby specifically made aware that CFDs may be OTC products quoted by us whilst operating as a Market Maker, and are not traded on a recognized stock exchange. As a result, the description above of the implied, not visible costs related to our performance as a Market Maker, may also apply to any CFD Contract.

## **55. CONFLICTS OF INTEREST**

55.1 You should be aware that when and where we, our Associates or other persons or companies connected with us, arrange Transaction and/or Contracts with you, we may have an interest, relationship or arrangement that is material in relation to the Transaction and/or Contract concerned. Should such a conflict of interest arise we will seek to resolve such conflict in such a way as we believe is in your best interests in accordance with our conflicts of interest policy (as amended or extended from time to time) ("*Conflicts of Interest Policy*").

55.2 Specifically you hereby acknowledge and confirm that: (a) we may assign or transfer the execution of your Orders to our Affiliates, Associates and or other third parties, as we deem fit; (b) we may execute at the same time Orders by different clients that are opposite to one another; (c) we may establish business, including without limitation, trading relationships with other issuers of Financial Instruments and we may have a financial interest in such Financial Instruments; (d) we act as a Market Maker and in this context there may be inherent Conflicts of Interest; and (e) we may compensate and/or share our revenues from your activity with our Affiliates, Associates, partners and/or other similar parties performing marketing activities on our behalf. You hereby further acknowledge and agree that we also may compensate other clients who you have elected to follow and/or copy.

55.3 Full details of our Conflicts of Interest Policy are available on our Online Trading Facility. Our Conflicts of Interest Policy is a policy only, it is NOT part of these Terms and Conditions and is not intended to be contractually binding or impose or seek to impose any obligations on us which we would not otherwise have, but for the Seychelles Securities Act 2007.

55.4 By accepting these Terms and Conditions, you expressly acknowledge and agree that we may transact such business without prior reference to any potential specific Conflict of Interest.

## **56. PERSONAL DATA PROTECTION - PRIVACY**

56.1 We respect each individual's right to privacy, we value our relationship with you, and we take pride in maintaining loyalty and respect with each individual client by providing you with security. The provisions of this notice apply to former clients as well as our current clients and explain the manner in which we collect and maintain non-public information about our clients (such as your full name, mailing address, identification number, passports, driver's license etc..., henceforth "**Information**"). You should be aware that when and where we, our Associates or other persons or companies connected with us, arrange Transaction and/or Contracts with you, we may have an interest, relationship or arrangement that is material in relation to the Transaction and/or Contract concerned. Should such a conflict of interest arise we will seek to resolve such conflict in such a way as we believe is in your best interests in accordance with our Personal Data Protection policy (as amended or extended from time to time) ("**Personal Data Protection- Privacy**").

## **57. SPECIAL PROVISIONS FOR MANAGED ACCOUNTS, INTRODUCED ACCOUNTS OR THIRD PARTY VENDORS**

57.1 If your Account is being managed by a trading advisor or is introduced to us, you acknowledge and agree that we are responsible only for acting as counterparty to the you for Transactions and/or Contracts in your Account and that we have no responsibilities, or obligations regarding any conduct, action, representation or statement of any such Persons in connection with your Account or any Transactions therein. You understand that we make no warranties nor representations concerning such trading advisor or Introducing Broker, that we shall not be responsible for any loss to you occasioned by the actions of such trading advisor or Introducing Broker and that we do not, by implication or otherwise, endorse or approve of the operating methods of such trading advisor or Introducing Broker. You further acknowledge and agree that: (a) any trading advisor or Introducing Broker acts as an independent intermediary for you; (b) unless you have been expressly advised otherwise in writing by us, no such person is an affiliate, employee or agent of us; (c) no such Person is authorized to make any representations concerning us or the Services to be provided by us hereunder, except as may be expressly authorized in writing by us; (d) we do not bear any responsibility whatsoever for whatever agreements reached by and between you and any such trading advisor or Introducing Broker; (e) your agreement with any such trading advisor or Introducing Broker may result in additional costs, since we may be obliged to pay commission fees or charges to such trading advisor or Introducing Broker; and (c) in those instances where such trading advisor or Introducing Broker is accepted by us in this capacity, such trading advisor or Introducing Broker may be authorized to have "*View Only*" access to one or more terminals, including terminal access through Internet browser, to electronically monitor the activities of the Accounts introduced by the trading advisor or Business Introducer in question to us.

57.2 If a trading advisor manages your Account or if an Introducing Broker introduces you to us, we (a) may compensate such persons from our assets, or (ii) we may deduct directly from your Account compensation payable to such Persons. In the event your Account is managed by a trading advisor, you shall deliver to us a copy of such trading advisor's written trading authorization or your acknowledgment of such authorization, in a form acceptable to us.

57.3 You agree to waive any claims, which you may have against us, and to indemnify and hold us harmless for any actions or omissions of any such Business Introducer or any of its associated persons.

## **58. ACKNOWLEDGEMENTS**

58.1 You acknowledge, recognize and understand that trading and investments in leveraged as well as non-leveraged Transactions and/or Contracts is: (a) highly speculative; (b) may involve an extreme degree of risk; and (c) is appropriate only for persons who, if they trade on Margin, can assume a substantial risk of loss in excess of their Margin deposit.

58.2 You further acknowledge, recognize and understand that: (a) because of the low level of Margin normally required in highly leveraged transactions, price changes in the Underlying Instrument may result in significant losses, which losses may substantially exceed your investment and Margin deposit; (b) certain Market Conditions may make it difficult or impossible to execute Orders at a stipulated price; (c) when you directs us to enter into any Transaction and/or Contract, any profit or loss arising as a result of a fluctuation in the value of the Financial Instrument or the Underlying Instrument will be entirely for your account and risk; (d) we will, in general, not provide any advice to you; therefore, you agree not to hold us responsible for any losses incurred as a consequence of following any of our recommendations or suggestions or those of our employees, associates or representatives, unless we have exercised gross negligence in connection herewith; (e) we shall not conduct any continuous monitoring of the Transactions and/or Contracts entered into by you; accordingly, we cannot be held responsible for any Transactions and/or Contracts developing differently from what you might have presupposed and/or to your disadvantage; (f) guarantees of profit or freedom from loss are impossible in investment trading; (g) you have received no such guarantees or similar representations from us, nor from any of our Associates, from a Business Introducer, or representatives hereof or from any other entity with whom you are trading in a corporate or joint Account.

58.3 In light of the risks, you should undertake such transactions only if you understand the nature of the trading into which you are about to engage and the extent of your exposure to risk. Trading in leveraged Financial Instruments is not suitable for many members of the public and you should carefully consider whether such trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances. You acknowledge and confirm that you have been advised and understand the following factors concerning trading in leveraged Financial Instruments in the Over-the-Counter Market, in addition to those contained in the Risk Disclosure Statement posted on our Online Trading Facility.

**a. General:** When you enter into foreign currency contracts with us, you will be entering into a privately negotiated Transaction and/or Contract with us, as Principal. We may, in turn, enter into "back-to-back" transactions with others, including our Affiliates, Associates and third party counterparties. We include our mark-up in the Price Quotes we provide to you. The Transactions and/or Contracts in leveraged Financial Instruments you may be entering into with us are NOT executed on a regulated exchange and are not cleared on a central clearing organization. Consequently, any Transaction and/or Contract entered into with us will be an obligation on our part (as opposed to an obligation of a clearinghouse as in the case of an exchange-traded contract) and you will not be afforded the regulatory and financial protections offered by exchange-traded contracts. Both of us are, therefore, obliged to perform our respective obligations under each Transaction and/or Contract in accordance with its terms. The terms of each Transaction and/or Contract are set out in these Terms and Conditions (which apply to every Transaction and/or Contract you enter into with us) and the Settlement/Trade Confirmation (which applies to each particular Transaction and/or Contract). Because each Transaction and/or Contract is a transaction between you and us, and is not cleared on a central clearinghouse, you will not be able to transfer your obligations under the Transaction and/or contract to another Person without our prior consent. In addition, we are under no obligation to terminate or close out the Transaction and/or Contract prior to the expiration date for that Transaction and/or Contract. We may, but are not obligated, to quote you a price for an early close out of a Transaction and/or Contract, on request.

**b. Effect of "Leverage" or "Gearing":** Transactions in leveraged Financial Instruments carry a high degree of risk. The amount of Initial Margin may be small relative to the value of the Financial Instruments traded so that Transactions and/or Contracts are '*leveraged*' or '*geared*'. A relatively small market movement may have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial Margin funds and any additional funds deposited with us to maintain your position. If the Market moves against your position or Margin Levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. You may sustain a total loss of initial Margin funds and any additional funds deposited with us to maintain your position. We reserve the right to liquidate positions without prior notice in the case of any Margin shortfall or if you fail to comply with a request for additional funds within the time prescribed. If your account were to go negative (deficit balance) you will be required to make up the shortfall. Furthermore, you should be aware that we and/or Affiliates and/or Associates may from time to time have substantial positions in, and may make a market in or otherwise buy or sell instruments similar or economically related to, Transactions and/or Contracts entered into with you. In addition, we may also undertake proprietary trading activities, the initiation or termination of a foreign currency contract transaction with you that may adversely affect the Market price or other factors underlying the Transactions and/or Contracts entered into with you and consequently, the value of such Transaction and/or Contract.

**c. Spot and Forward Transactions:** You will be obliged to meet the obligations arising under a foreign currency spot or forward Transaction and/or Contract in accordance with its terms. These Transactions and/or Contracts may be used to establish long or short positions in the Market. A 'spot' Contract is a cash market Transaction to buy or sell immediately a specified quantity of a certain Financial Instrument, for settlement in no more than two days. A 'forward' Contract is a Contract to buy or sell a specified quantity of a certain Financial Instrument at a specified date in the future at a specified price. Forward transactions are economically similar to exchange-traded futures Contracts. However, unlike exchange future Contracts, the price terms and characteristics of 'spot' or 'forward' Contracts are privately negotiated; accordingly, there is no centralized price source and the Transactions are not cleared through a clearinghouse. In general, the Over-The-Counter (OTC) Market is unregulated, there are no limitations on daily price movements (unless imposed by a government or central bank authority), no rules to regulate valuation or settlement procedures,

and no minimum financial requirements for Market participants. At the defined settlement dates for 'spot' and 'forward' Contracts there will be a cash settlement (depending on the terms of the specified contract) which you may receive from or be obliged to pay to us. There will not be a physical delivery of currency unless prior arrangements are made with us. The size of the cash settlement payment is dependent on the position you have and the market movement in the time since the position was established.

**d. *Option Transactions:*** We currently do NOT offer foreign currency options.

**e. *Trading in Transactions in leveraged Financial Instruments is Speculative:*** Prices of leveraged Financial Instruments are highly volatile. Price movements of Transactions and/or Contracts in leveraged Financial Instruments are influenced by, among other things, interest rates, changes in balance of payments and trade, domestic and international rates of inflation, international trade restrictions and currency devaluations and revaluations. For example, there can be serious Market Disruptions if economic or political events locally or overseas affect the market. It is not possible to foresee all risks in advance.

**f. *Electronic Trading Facilities:*** Most Electronic Trading Facilities are supported by computer-based component systems for the Order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary.

**g. *Electronic Trading:*** You will trade in leveraged Financial Instruments through our Online Trading Facility. Trading on an electronic trading system may differ not only from trading in an 'open-outcry' Market, but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your Order is either not executed according to your instructions, is not executed at all and a lack of capability to keep you informed continuously about your positions and fulfilment of the Margin requirements. Since we do not control signal power, its reception or routing via internet, configuration of your equipment or reliability of its connection, we cannot be responsible for communication failures, distortions or delays when trading on-line via the Internet. We do, however, employ back-up systems and contingency plans to minimize the possibility of system failure, and trading via telephone is available in those instances where specifically agree, at our sole discretion, to do so.

**h. *Commissions and other charges:*** Before you begin to trade, you should obtain a clear explanation of all commission, fees, mark ups, markdowns and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

**i. *Risk-reducing and entry Order strategies:*** The placing of certain Orders ('Stop-Loss' Orders or 'Stop-Limit' Orders, 'Entry Buy' Orders or 'Entry Sell' Orders) which are intended to limit risk, may not be effective because Market conditions may make it impossible to execute these Orders. Strategies using combinations of positions, such as 'spread' and 'straddle' positions may be just as risky as taking long or short positions. Clients' Orders will become Market Orders when the predetermined price level is reached, even if the price is considerably different from the original Order.

**j. *Suspension or restriction of trading and pricing relationships:*** Market conditions (e.g., liquidity) and/or the operation of the rules of certain Markets (e.g., the suspension of trading in any Financial Instrument or underlying Instrument because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to effect Transactions and/or Contracts or liquidate/offset positions. Furthermore, normal pricing relationships between the Underlying Instrument and the Financial Instrument traded may not exist. The absence of a price for an Underlying Instrument may make it difficult to judge "fair" value.

**k. *Deposited cash and property:*** You should familiarize yourself with the protections accorded to money or other property you deposit for domestic and foreign Transactions and/or Contracts, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property, which has been specifically identifiable as your own, will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. The Transactions and/or Contracts you are entering into with us are NOT traded on an exchange. Therefore, under applicable bankruptcy laws, your funds may NOT receive the same protections as funds used to Margin or guarantee exchange-traded Transactions and/or contracts, which may receive a priority in bankruptcy. Since that same priority has NOT been given to funds used for Transactions and/or Contracts in the Over-the-Counter (OTC) Market, if we were to become insolvent and you have a claim for amounts deposited or profits earned on Transactions and/or Contracts with us your claim may not receive priority. Without priority, you are a general creditor and your claim will be paid, along with the claims of other general creditors, from any funds still available after priority claims are paid. In these circumstances, even the Client Funds, which we keep separated from our own operating funds, may NOT in all instances be safe from the claims of other general and priority creditors.

**l. *Currency risks:*** The profit or loss in Transactions and/or Contracts in leveraged Financial Instrument (whether they are traded in your own or in another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the position taken to another currency.

**m. *Transactions in other jurisdictions:*** Transactions on markets in other jurisdictions, including Markets formally linked to a domestic market, may expose you to further, additional risk. Such markets may be subject to regulation, which may offer different or diminished investor protection. Before you trade, you should enquire about any rules relevant to your particular Transactions and/or Contracts. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your Transactions and/or Contracts have been affected. You should enquire about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

**n. *Quoting and Execution Errors:*** Should quoting and/or execution errors occur, which may include, but are not limited to, a dealer's mistype of a quote, a quote or trade which is not representative of fair Market prices, an erroneous price quote, such as, but not limited to, a wrong big figure quote or an erroneous quote due to failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors, we will not be liable for the resulting errors in your Account balances. In addition, Orders must be placed allowing sufficient time to execute, as well as, sufficient time for the system to calculate necessary Margin requirements. The execution of Orders placed too close to prices, which would trigger other Orders (regardless of Order type) or a Margin call, cannot be guaranteed. We will not be liable for the resulting Margin call(s), resulting balance, and/or positions in your Account due to the system not having been allowed sufficient time to execute and/or calculate accordingly. The foregoing list is not meant to be exhaustive and in the event of a quoting or execution error, we reserve the right to make the necessary corrections or adjustments on the Accounts involved. Any dispute arising from such quoting or execution errors will be resolved by us in our sole and absolute discretion. You agree to indemnify and hold us harmless from any and all damages or liability as a result of the foregoing. No correspondence will be entered into.

**o. *Off-Exchange Transactions:*** The Transactions and/or Contracts you are entering into with us as counterparty are NOT traded on an exchange, but in the off-exchange/Over-the-Counter (OTC) Market. In general, the Over-The-Counter (OTC) Market is unregulated, there are no limitations on daily price movements (unless imposed by a government or central bank authority), no rules to regulate valuation or settlement procedures, and no minimum financial requirements for market participants. Accordingly, it may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange Transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such Transactions, you should familiarize yourself with applicable rules and attendant risks.

58.4 In addition to the foregoing, it is important that you be fully aware of the following points:

a. We reserve the right to close part, or all, of your open positions, in order to facilitate the charge of any fees or amounts due by you. Notwithstanding, you shall be liable for promptly paying such fee(s) to us, even if you suffer full loss of all Margin deposited by you.

b. We do NOT guarantee any Order. Placing ‘stops (“**Stops**”)', regardless of the entry or closing designation, does not guarantee that the trade will be filled at the Order price. All ‘Entry Stops’ and ‘Stops’ will be filled, upon activation, at the first/best available market price, which may or may not match the requested Order price.

c. In the event liquidity providers are unable to provide liquidity to us, your Order may experience delays in execution or you may not be able to place Orders entirely. The size of the Order may also impede the speed at which the Order is executed. Keep in mind that it is necessary to enter any Order only once. Multiple entries for the same Order may inadvertently open unwanted positions.

d. While trading on our Online Trading Facility, you might encounter system errors that are resulted from hardware and/or software failures. The result of any system failure may be that your Order is either not executed according to your instructions, executing with account balance errors and discrepancies or not executed at all. We will not be liable for the resulting errors in your Account balances. We reserve the right to make the necessary corrections or adjustments on the Account involved.

e. No system exists that could assure you that Transactions in leveraged Financial Instruments should bring you great benefits, nor is it possible to guarantee, that your Transactions and/or Contracts will yield favourable results.

f. Even though the foreign currencies, commodities and indices markets are liquid as compared with other financial and exchange markets, the market conditions might at times render the execution of an Order or of a ‘limit’ on an Order (either ‘Stop Loss’ or ‘Take Profit’) at a stipulated price impossible. Accordingly, even though the extent of the losses could be subjected to an agreed upon limit, the risk of incurring losses could be higher, and that loss could occur in a relatively short period of time.

g. Since deposit of an additional guarantee is not obligatory in this case, we reserve the right, at our sole discretion, to close any outstanding balances without your consent under these circumstances.

h. Under abnormal Market conditions, CFDs may fluctuate rapidly to reflect unforeseeable events that cannot be controlled either by us or by you.

i. It is important to make a distinction between Indicative Quotes, which are displayed on charts and Dealable Quotes which are displayed on our Online Trading Facility. Indicative Quotes only give an indication of where the Market is. Because the derivatives products Markets are decentralized, meaning they lack a single central exchange where all transactions are conducted, each Market Maker may quote slightly different prices. Therefore, any prices displayed on any chart made available by us or by a third party will only reflect "Indicative Quotes", and not necessarily actual "Dealable Quotes" in respect of which Transactions or trades can be executed.

j. The risk information presented here does not reflect all of the risks as well as other important aspects intrinsic to Transactions in leveraged Financial Instruments. Therefore, before starting to trade, you should learn the specifics of entering into such Transactions in detail or seek further professional advice.

k. Unless you have elected to carry a trade over the weekend, all trades will automatically close out in the real money mode when market closes at the end of the business week at the rates available on the end of the last trading day of the relevant week. All statements with respect to real money accounts will be open during the weekend and all traders are welcome to view their trading Account info. We reserve the right not to offset Contracts carried over the weekend shortly after markets are open. We may, at our sole discretion, allow offsetting Contracts carried over the weekend when market liquidity conditions are reasonable.

l. There are a series of inherent risks with the use of the mobile trading technology such as the duplication of Order instructions, latency in the prices provided, and other issues that are a result of mobile connectivity. Prices displayed on our mobile platform are solely an indication of the executable rates and may not reflect the actual executed price of the Order. Our mobile feature utilizes public communication network circuits for the transmission of messages. We shall not be liable for any and all circumstances in which you experience a delay in Price Quotes or an inability to trade caused by network circuit transmission problems or any other problems outside our direct control, which include but are not limited to the strength of the mobile signal, cellular latency, or any other issues that may arise between you and any internet service provider, phone service provider, or any other service provider. Please further note that some of the features available on our Online Trading Facility may not be available on our mobile feature.

## **59. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS**

59.1 In addition to, and without prejudice, to any other representations, warranties and covenants set forth in this Agreement, you hereby further represent, warrant, covenant and agree: (a) that you shall be treated as a “Retail client”, unless we shall classify or reclassify you as a “Professional client” or an “Eligible Counterparty”, depending on the information that you shall provide when completing the registration process or thereafter; (b) that all sums, investments or other assets supplied by you for any purpose, subject to these Terms and conditions, shall at all times be free from any charge, lien, pledge or encumbrance and shall be beneficially owned by you and, in particular, without prejudice to the generality of the foregoing, that, except as otherwise agreed by us, you are the sole beneficial owner of all Margin you transfer under this Agreement, free and clear of any Security interest whatsoever other than a lien routinely imposed on all securities in a clearing system in which such securities may be held; (c) that you act as Principal and sole beneficial owner (but not as trustee) in entering into this Agreement and each Transaction and/or Contract performed hereunder and that no Person other than you has or will have an interest in your Account(s); (d) that, regardless of any subsequent determination to the contrary, trading in leveraged Financial Instruments on the Over-the-Counter Market (and in such other investments as we may from time to time agree) is suitable for you and that you are aware of all risks involved with such Transactions and/or Contracts; and (e) that you are willing and financially able to sustain a total loss of funds resulting from Transactions and/or Contracts performed hereunder.

59.2 By using our Online Trading Facility, you represent, warrant, covenant and declare that all the funds that you use and invest on our Services do not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any authority. In the event that we may become suspicious that you may be engaging in or have engaged in such fraudulent, unlawful or improper activity, including, without limitation, money laundering activities, or conduct otherwise in violation of these Terms and Conditions, your access to our Online Trading Facility may be terminated immediately and/or your Account blocked. If your Account is terminated or blocked in such circumstances, we are under no obligation to refund any funds that may be in your account, unless otherwise instructed by a relevant regulatory authority. In addition to terminating your access to our Online Trading Facility and/or blocking your Account, we reserve the right to prevent you from accessing any of our other websites or servers, or accessing any other services offered by us. We shall be entitled to inform the relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions of your identity and of any suspected unlawful, fraudulent or improper activity and you will cooperate fully with us to investigate any such activity.

59.3 The above representations and warranties shall be deemed to be repeated each time in the future you enter into a Transaction or Contract or provide Instructions to us, for the duration of our client relationship.

59.4 You covenant to us that: (a) you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licences and authorisations referred to in this clause; (b) you will promptly notify us of the occurrence of any Event of Default or potential Event of Default; (c) you will use all reasonable steps to comply with all Applicable Laws, Rules and/or Regulations in relation to this Agreement and any Transaction and/or Contract hereunder, so far as they are applicable to you or us; (d) you will not send Orders or otherwise take any action that could create a false impression of the demand or value for Financial Instrument, or send Orders which you have reason to believe are in breach of Applicable Laws, Rules and/or Regulations (e) you shall observe the standard of behaviour reasonably expected of persons in your position and not take any step which would cause us to fail to observe the standard of behaviour reasonably expected of persons in our respective positions; and (e) upon demand, you will provide us with such information as we may reasonably require to evidence the matters referred to in this clause or to comply with any Applicable Laws, Rules and/or Regulations.

## **60. INFORMATION DISCLOSURE**

60.1 Neither Party shall disclose any information relating to the business, investments, finances or other matters of a confidential nature of the other Party of which it may in the course of its duties or otherwise become possessed, and each Party shall use all reasonable endeavours to prevent any such disclosure. However, this shall not apply if a Party is obliged hereto due to prevailing legislation, or to a legislative or supervising authority, or to another Person who according to the law is entitled to demand disclosure, or in order to enable the Party sufficiently to fulfil its obligations pursuant to these Terms.

60.2 By accepting these Terms and Conditions, you authorize us to disclose such information relating to you as may be required by any Applicable Laws, Rules and/or Regulations or regulatory authority, including any applicable Market Rules, without prior notice to you.

60.3 By accepting these Terms and Conditions, you authorize us to share personal information submitted by you to us with any duly licensed financial entity, with any of our Associates for the purpose of providing trade recommendations, trading activities, sales and marketing information, including new products and services, and with any third party agency that is working on our behalf with the purpose of performing client analysis for the use of our sales and marketing; furthermore, we may share such information with any trading advisor or Introducing Broker for the purpose of completing the due diligence to, and the approval of, your Account Opening Application Form(s).

## **61. REGULATORY MATTERS**

61.1 Unless otherwise permitted by the FSA Rules or any other Applicable Laws and Regulations, nothing in this Agreement shall be taken to exclude or restrict our obligations under the FSA Rules or any other Applicable Laws, Rules and/or Regulations.

61.2 We shall be entitled to take any action as we consider necessary, at our sole and absolute discretion, to ensure compliance with the FSA Rules or any other Applicable Laws, Rules and/or Regulations and such actions shall be binding on you and shall not render us or any of our Associates liable.

61.3 You hereby expressly acknowledge and agree that upon reasonable written notice from us, and at our first request, you will co-operate with the Seychelles Financial Services Authority (“*FSA*”) and any other relevant regulator of in relation to the matters covered by this Agreement.

## **62. INTELLECTUAL PROPERTY**

62.1 All copyrights, trademarks, patents, trade secrets and other title, ownership rights and Intellectual Property Rights in and/or relating to: (a) our Online Trading Facility; (b) our Services; (c) any other of our platforms or Software (including, without limitation, Demos and any relevant System Documentation and/or users' manuals); (d) this Agreement; (e) the Price Quotes we provide; and/or (f) any Pricing Data or other information transmitted via our Online Trading Facility or otherwise, (hereinafter, collectively, referred to as "**Intellectual Property Assets**"), are our sole and exclusive property and/or, as the case may be, of our the third party service provider(s) which granted us the right to supply them ("**Third Party Licensors**"). Our Online Trading Facility (including, without limitation, any other of our platforms or Software) may incorporate third party data, text, images, software, multi-media materials and other content ("**Third Party Content**") and references to the term "**Intellectual Property Assets**" shall be taken to include all materials, content and services made available from time to time via our Online Trading Facility, whether viewed on screen or downloaded to another computer including, without limitation, Third Party Content.

62.2 All Intellectual Property Assets, including but limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, colour scheme and graphics are protected by local and international intellectual property laws and treaties, including all copyright laws and regulations and remain vested in us or in our Third Party Licensors. You receive no copyright, intellectual property rights or other rights in or to our Intellectual Property Assets, except for the right to access and use them in accordance with the terms and conditions of this Agreement or pursuant and/or as granted to you in any agreement you may have with one of our Third Party Licensors. You will protect and not violate our Intellectual Property Assets any Third Party Licensor's proprietary rights therein and honour and comply with our reasonable requests to protect our and each of our Third Party Licensors' contractual, statutory and common law rights therein. If you become aware of any violation of our or a Third Party Licensor's proprietary rights in any Intellectual Property Assets, you will notify us promptly in writing thereof.

62.3 Under no circumstances shall you remove any copyright notification from any of our Intellectual Property Assets or unlawfully use any of our Intellectual Property Assets. You will not publish, distribute, or otherwise make any of our Intellectual Property Assets available to third parties any information derived from or relating to our Intellectual Property Assets, Website(s), Services, Online Trading Facility and/or Software provided. Except as otherwise specifically agreed in writing or to the extent necessary for you to view our Online Trading Facility in accordance with these Terms, you shall not: (a) copy, interfere with, tamper with, alter, amend or modify any of our Intellectual Property Assets and/or any component thereof, in whole or in part (except to make backup copies solely for disaster recovery purposes); (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, time-share, lend or transfer or in any way exploit our Intellectual Property Assets and/or any component thereof, in whole or in part; (c) embed our Intellectual Property Assets and/or any component thereof, into other products; (d) use our Intellectual Property Assets and/or any component thereof, in any timesharing arrangement; (e) create function calls or other embedded links from any software program to our Intellectual Property Assets and/or any component thereof; (f) remove or obscure any of our copyright notices or those of any of our Third Party Licensors from any of our Intellectual Property Assets and/or any component thereof, (g) use any of our trademarks, service marks, trade names, domain names, logos, or other identifiers, or those of any of our Third Party Licensors (collectively "**Marks**"); or (h) save to the extent permitted by Applicable Laws, Rules and/or Regulations reverse engineer, decompile, disassemble, or access the source code of any of our Intellectual Property Assets and/or any component thereof.

62.4 Any copies of our Online Trading Facility, or any part thereof, made in accordance with any Applicable Laws, Rules and/or Regulations are subject to the terms and conditions of this Agreement. You shall ensure that all our trademark, copyright and restricted rights notices, and where appropriate those of our Third Party licensors, are reproduced on these copies. You shall maintain an up-to-date written record of the number of such copies made by you. If we so request, you shall as soon as reasonably practical, provide to us a statement of the number and whereabouts of any and all of such copies.

62.5 Any permitted use of Marks shall be subject to our, respectively our Third Party Licensors', quality control standards, and all associated goodwill shall inure to our, respectively, our Third Party Licensors' benefit.

### **63. DATA PROTECTION**

63.1 We are the Data Controller for the purposes of all Personal Data Protection Legislation. Any queries about the use of Personal Data by us should be referred to our Compliance Officer.

63.2 As indicated hereinabove, in relation to our Privacy Polic(y)ies, we may collect, use and disclose Personal Data about you, including Personal Data you may voluntarily disclose to us in any manner, so that we can: (a) carry out our obligations under this Agreement; (b) carry out our everyday business activities and dealings with you; (c) compile statistical analysis of the pages of our Online Trading Facility visited; (d) monitor and analyse our business; (e) participate in crime prevention, legal and regulatory compliance; (f) market and develop other products and services; (g) transfer any of our rights or obligations under these this Agreement; and (h) process clients' Personal Data for other related purposes. If you choose to withhold non-sensitive Personal Data requested, we may not be able to give you access to our Online Trading Facility.

63.3 We will not obtain or require disclosure of sensitive Personal Data (such as ethnic origin, religion or medical records) but if you choose to provide such sensitive Personal Data, we may assume such sensitive data is provided with your consent for processing for the purposes for which such Personal Data was provided, unless otherwise notified by you to us in writing.

63.4 Neither we nor any of our Third Party Service Providers will disclose any Personal Data collected about you or any Authorised Person to third parties except: (a) to the extent that it is required to do so by under and/or pursuant to any Applicable Laws, Rules and/or Regulations; (b) where there is a duty to the public to disclose; (c) where our legitimate business interests require disclosure; or (d) at your request or with your consent or to Persons described below.

63.5 We, Our associates or a Third Party Service Provider may disclose Personal Data about you to those who provide services to us, , to any person to whom we, our Associates or a Third Party Service Provider transfers or proposes to transfer any of our or its rights or obligations under these Terms, and to licensed credit reference agencies or other organisations that help us, our Associates or Third Party Service Providers and others to make credit decisions and reduce the incidence of fraud or in the course of carrying out identity, fraud prevention or credit control checks.

63.6 You have certain rights of access to the Personal Data we collect and hold about you at the time of request, or to have inaccurate information corrected, under applicable Personal Data Protection Legislation. If you wish to exercise such rights (solely at your own cost and expense), you should contact us in writing, and you may be requested to provide further information to assist us in complying with such request.

63.8 We, our Associates and/or Third Party Service Providers may record or monitor telephone conversations between you and us for security, compliance with the law, training purposes and to maintain and improve the quality of our Services. Such telephone conversations may be used by us as evidence in the event of any dispute between us, in accordance with the provisions set out hereinabove. Any recordings shall be and shall remain our sole property and will be accepted by you as conclusive evidence of their content as recorded by us. You agree that we may deliver copies of transcripts of such recordings to any court, regulatory or government authority, including without limitation, in disputes which may arise between you and us. However, technical reasons may prevent us from recording a conversation, and recordings or transcripts made by us will be destroyed in accordance with our normal practice. Consequently, you should not rely on such recordings to be available.

63.9 We may use ‘cookie’s or ‘IP address tracking devices’ to administer our Online Trading Facility, store password and usernames, to monitor visits to pages on our Online Trading Facility from your terminal to personalise our Online Trading Platform to you and to track and facilitate browsing through our Online Trading Facility. A ‘cookie’ is a piece of data stored on your hard drive containing information about you relating to the use of our Online Trading Facility. IP addresses may be linked to your Personal Data and by tracking these addresses, we would be obtaining such Personal Data. Access to our Online Trading Facility is conditional on acceptance by you of any ‘cookies’ and ‘IP address tracking devices’ described in and for the purposes explained in this clause. By accepting these Terms, you acknowledge that you understand the broad nature of ‘cookie’s and ‘IP address tracking’ devices and the purposes for which they will be used by us.

63.10 You acknowledge and accept that any Services provided through our Online Trading Facility involve transmissions over the Internet and that such transmissions are therefore subject to the Internet's inherent risks. Whilst we acknowledge our responsibility to take reasonable security precautions, you also acknowledge and accept that, as with any network, you may also be exposed to unauthorised programs transmitted by third parties, electronic trespassing and/or the failure of information and data to reach their intended destinations and/or erroneous receipt or misdirection of such information. Although our, our Associates’ and our Third Party Service Providers’ and security features are designed to reduce these risks, we cannot guarantee their elimination. You therefore acknowledge that no transmission via our Online Trading Facility shall be guaranteed to be confidential and that we shall not be liable for any breach of confidence arising as a result of such events.

## **CHAPTER G: INDEMNITY AND LIMITATION OF LIABILITY**

### **64. RISK OF LOSS; LIMITATION OF LIABILITY**

64.1 You will make your own decision to access and/or use our Online Trading Facility or to enter into or execute any Transaction and/or Contract. You acknowledge and agree that our Online Trading Facility do not and will not serve as the primary basis for any of your investment decisions concerning your Accounts. You are solely responsible for any investment or trading decisions you make with respect to products identified on our Online Trading Facility and neither we, nor our directors, officers, shareholders, partners, members employees, agents, service providers, legal representatives and/or Affiliates (together our “*Associates*”) shall be responsible for determining whether any Transaction or Contract you enter into is suitable, appropriate or advisable. Neither we, nor our Associates are and will be, by virtue of providing our Online Trading Facility, an advisor or fiduciary for you or any Authorized Person.

64.2 Without prejudice to any other provisions in this Agreement, our Online Trading Facility are provided “**as is**” and neither we, nor our Associates, nor any of our Third Party Service Providers makes any representations or warranties of any kind whatsoever regarding (a) the availability, currency, accuracy or completeness of our Online Trading Facility; (b) the results to be obtained by you or anyone else from the use of our Online Trading Facility; and (c) any Third Party Content accessible on or through our Online Trading Facility; neither we, nor our Associates, nor any of our Third Party Service Providers will be liable to you or any Authorized Person for the correctness, quality, accuracy, security, completeness, reliability, performance, timeliness, pricing or continued availability of our Online Trading Facility, or for any failure of any connection or communication service to provide or to maintain your or any Authorized Person’s access to our Online Trading Facility, or for any erroneous communications between you and us.

64.3 Without prejudice to any other provisions of this Agreement, neither we, nor our Associates shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you or any Authorized Person as a direct or indirect result of any act or omission in the course of providing our Services to you or otherwise arising from the

activities to which these Terms and Conditions apply except such as is caused by our and/or their negligence, willful default or fraud; neither we, nor our Associates shall be liable for any losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, incurred or suffered by you or any Authorized Person under this Agreement (including any instance where we have declined to enter into a proposed Transaction and/or Contract), unless such losses, damages, costs or expenses are a reasonably foreseeable consequence of, or arise directly from, our or their respective gross negligence, willful default or fraud. In no circumstance, shall we or our Associates have liability for losses suffered by you or any Authorized Person for any special or consequential damage, loss of profits, loss of goodwill or loss of business opportunity arising under or in connection with this Agreement, whether arising out of negligence, breach of contract, misrepresentation or otherwise; neither we, nor our Associates will be liable in any circumstances for any losses that were not a reasonably foreseeable result of breach to both you and us when these Terms and Conditions were entered into.

64.4 You acknowledge that: (a) any market information or third party recommendations communicated to you or any Authorized Person, by us or any Associate, does not constitute advice to enter into any Transaction and/or Contract; (b) such information or recommendations, although based upon information obtained from sources believed by us to be reliable, may be based solely on a third party's opinion and that such information may be incomplete and may be unverified; (c) we make no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or recommendations furnished to you or any Authorized Person; and (d) we make no representations concerning the tax implications or treatment of trades entered into by you pursuant to these Terms; neither we, nor our Associates accept any liability for any adverse tax implications of any Transaction whatsoever.

64.5 Since we do not control signal power, its reception or routing via the internet, configuration of your equipment or that of any third party or the reliability of its connection, neither we, nor our Associates can be responsible for communication failures, distortions or delays when you are trading on-line (via the Internet).

64.6 We shall have no obligation to contact you to advise upon appropriate action in light of changes in Market Conditions (including, without limitation, Market Disruptions) or otherwise. You acknowledge that the Market in leveraged derivatives is highly speculative and volatile and that, following execution of any transaction, you are solely responsible for making and maintaining contact with us and for monitoring open positions and ensuring that any further instructions are given on a timely basis. In the event of any failure to do so, we can give no assurance that it will be possible for us to contact you and we accept no liability for loss alleged to be suffered as a result of any failure by you to do so. Without limitation, neither we, nor our Associates accept any liability by reason of any delay or change in market conditions before any particular Transaction is affected.

64.7 Without limitation, neither we nor any of our Associates shall be liable for any loss arising from any act or omission of any Agent, Introducing Broker, Authorized Person or other third party who performs services for you.

64.8 Neither we, nor our Associates shall be liable to you or any Authorized Person for any partial or non-performance of our obligations hereunder by reason of any cause beyond our reasonable control, including without limitation, any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supra national bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal of our custodian, sub-custodian, dealer, Market, clearing house or regulatory or self-regulatory organization, for any reason whatsoever, including, without limitation Force Majeure, to perform our respective obligations hereunder.

64.9 Nothing in this Agreement will exclude or restrict any duty or liability we may have to you or any Authorized Person under the regulatory system (as defined in the *FSA Rules*), which may not be excluded or restricted thereunder.

## **65. EXCLUSION OF WARRANTIES**

**65.1 WITHOUT PREJUDICE TO ANY OTHER PROVISIONS OF THIS AGREEMENT, WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES ABOUT OUR ONLINE TRADING FACILITY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. OUR ONLINE TRADING FACILITY IS MADE AVAILABLE TO YOU "AS IS" AND "AS AVAILABLE". WE SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM THE ACCESS OR USE OF OUR ONLINE TRADING FACILITY AND IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL INFORMATION, OPINIONS, PRODUCTS, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH OUR ONLINE TRADING FACILITY OR ON THE INTERNET GENERALLY. WE DO NOT WARRANT THAT ANY DEFECTS OR INACCURACIES WILL BE CORRECTED.**

**65.2 WE DO NOT WARRANT THAT OUR ONLINE TRADING FACILITY WILL MEET YOUR NEEDS, OR THAT IT/THEY WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS OBTAINED FROM THE USE OF OUR ONLINE TRADING FACILITY WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR ONLINE TRADING FACILITY WILL MEET YOUR EXPECTATIONS.**

## **66. DISCLAIMER AND LIMITATION OF LIABILITY**

**66.1 Our obligations under this Agreement do not constitute personal obligations of our directors, officers, shareholders, partners, members, employees, Associates, Representatives, Agents, Third Party Service Providers and/or Third Party Content providers and/or any of them.**

**66.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, DIRECT, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF OUR ONLINE TRADING FACILITY AND THIRD PARTY CONTENT, INCONVENIENCE OR DELAY). THIS IS TRUE EVEN IF SUCH DAMAGES WERE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES).**

**66.3 EXCEPT AS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS RESULTING FROM A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL. THIS INCLUDES FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATIONS LINES (INCLUDING TELEPHONE, CABLE AND INTERNET), UNAUTHORIZED ACCESS, VIRUSES, THEFT, OPERATOR ERRORS, SEVERE OR EXTRAORDINARY WEATHER (INCLUDING FLOOD, EARTHQUAKE, OR OTHER ACT OF GOD), FIRE, WAR, INSURRECTION, TERRORIST ACT, RIOT, LABOUR DISPUTE AND OTHER LABOUR PROBLEMS, ACCIDENT, EMERGENCY OR ACTION OF GOVERNMENT.**

**66.4 ANY LIABILITY ARISING UNDER THIS AGREEMENT WILL BE SATISFIED SOLELY FROM THE REVENUES GENERATED HEREUNDER. IN NO EVENT SHALL OUR LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT OF REVENUES GENERATED HEREUNDER IN THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.**

## 67. INDEMNIFICATION

67.1 As a condition of your use of our Online Trading Facility, you agree to indemnify and hold us, our Associates, Representatives, Agents, Third Party Service Providers and Third Party Content providers from and against any and all claims, losses, liabilities, costs and expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, including reasonable attorneys' fees, arising from or connected to any violation or breach of these Terms and Conditions (including negligent or wrongful conduct) by you or any other person accessing and/or using our Online Trading Facility.

67.2 You shall pay to us such sums as we may from time to time require in or towards satisfaction of any debit balance on any of your Accounts with us and, on a full indemnity basis, any liabilities, losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, including reasonable attorneys' fees, taxes, imposts and levies which we may incur or be subjected to with respect to any of your accounts or any Transaction and/or Contract or any matching Transaction and/or Contract with an intermediate broker or as a result of any misrepresentation by you or any violation by you of your obligations under this Agreement (including any Transaction and/or Contract) or by the enforcement of our rights.

67.3 You will be responsible for all Orders entered on your behalf via our Online Trading Facility and you will be fully liable to us for the settlement of any Transaction and/or Contract arising therefrom.

67.4 You will defend, indemnify and hold us and our directors, officers, shareholders, partners, members, employees, Associates, Representatives, Agents, Third Party Service Providers and/or Third Party Content providers and/or any of them, harmless from and against all liabilities, losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, including reasonable attorneys' fees, which we may incur or suffer as a result of:

- a. any error in any instruction given by an Authorized Person; or
- b. acting on any instruction, which is, or appears to be, from an Authorized Person.

## 68. INDEPENDENT INVESTIGATION

**68.1 YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL ITS TERMS AND CONDITIONS. YOU HAVE INDEPENDENTLY EVALUATED THE MERITS AND RISKS OF ACCESSING AND/OR USING OUR ONLINE TRADING FACILITY AND ENTERING INTO TRANSACTIONS AND CONTRACTS VIA OUR ONLINE TRADING FACILITY AND YOU HAVE DONE SO WITHOUT RELYING ON ANY INFORMATION CONTAINED ON, OR IN OUR ONLINE TRADING FACILITY 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.**

**68.2 YOU HAVE INDEPENDENTLY EVALUATED THE LAWS IN YOUR LOCAL JURISDICTION WHICH APPLY TO YOUR ACTIVITIES HEREUNDER AND YOU REPRESENT AND WARRANT THAT YOU MAY PARTICIPATE IN OUR ONLINE TRADING FACILITY AND ENTER INTO TRANSACTIONS AND CONTRACTS VIA OUR ONLINE TRADING FACILITY, WITHOUT VIOLATING ANY APPLICABLE RULES OR LAWS.**

## CHAPTER H: DEFAULT

### 69. DEFAULT

69.1 Each and any of the following events shall constitute an Event of Default: (a) you fail to make any payment when due under this Agreement or to make or take delivery of any property when due under, or to observe or perform any other provision of this Agreement and such failure continues for one Business Day after notice of non-performance has been given; (b) you fail to remit funds necessary to enable us to take delivery under any Transaction and/or Contract on the first due date; (c) you fail to provide assets for delivery, or take delivery of assets, under any Transaction and/or Contract on the first due date; (d) you die, become of unsound mind, are unable to pay your debts as they fall due or are bankrupt or insolvent, as defined under any bankruptcy or insolvency law applicable to you; or any indebtedness of yours is not paid on the due date therefore, or becomes capable at any time of being declared, due and payable under agreements or instruments evidencing such indebtedness before it would otherwise have been due and payable, or any suit, action or other proceedings relating to this Agreement are commenced for any execution, any attachment or garnishment, or distress against, or an encumbrance takes possession of, the whole or any part of your property, undertaking or assets (tangible and intangible); (e) you commence a voluntary case or other procedure seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official (each a “*Custodian*”) of you or any substantial part of your assets, or if you take any corporate action to authorise any of the foregoing, and in the case of a reorganisation, arrangement or composition, we do not consent to the proposals; (f) an involuntary case or other procedure is commenced against you seeking or proposing liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory or similar law (including any corporate or other law with potential application to you, if insolvent) or seeking the appointment of a Custodian of you or any substantial part of your assets and such involuntary case or other procedure either (i) has not been dismissed within five (5) Business Days of its institution or presentation or (ii) has been dismissed within such period but solely on the grounds of an insufficiency of assets to cover the costs of such case or other procedure; (g) an application is made in respect of you for an interim order or if a bankruptcy petition is presented in respect of you or, in the case of 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; (h) in the case of a Legal Entity, a petition is presented for your winding-up or administration, or an order is made or a resolution is passed for the your winding-up or administration of the client (other than for the purposes of amalgamation or reconstruction with our prior written approval); (I) any distress, execution or other process is levied against any of your property and is not removed, discharged or paid within 7 seven calendar days; (j) any Security created by any mortgage or charge becomes enforceable against you and the mortgagee or Custodian takes steps to enforce the Security or charge; (k) any of your indebtedness or any the indebtedness of any of your subsidiaries becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of your or any of your subsidiaries’ default, or you or any of your subsidiaries fail to discharge any indebtedness on its due date; (l) you or any Credit Support Provider (or any Custodian acting on behalf of either of you or a Credit Support Provider) disaffirms, disclaims or repudiates any obligation under this Agreement or any guarantee, hypothecation agreement, Margin or Security agreement or document, or any other document containing an obligation of a third party (“*Credit Support Provider*”), or of you, in our favour supporting any of your obligations under this Agreement (each a “*Credit Support Document*”);(m) you fail to comply with any obligations set forth in these Terms and Conditions or in any Transaction and/or Contract, including failure to meet Margin requirements; (k) any representation or warranty made or given or deemed made or given by you under this Agreement or any Credit Support Document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given, or becomes untrue; (n) any Credit Support Provider fails, or you yourself fail to comply with or perform any agreement or obligation to be complied with or performed by you or it in accordance with the applicable Credit Support Document; (o) any Credit Support Document expires or

ceases to be in full force and effect prior to the satisfaction of all your obligations under this Agreement, unless we have agreed in writing that this shall not be an Event of Default; (p) any representation or warranty made or given or deemed made or given by any Credit Support Provider pursuant to any Credit Support Document proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given; (q) any event referred to in paragraphs (b) to (d) or (h) of this sub-clause occurs in respect of any Credit Support Provider; (r) you are dissolved, or, if your capacity or existence is dependent upon a record in a formal register, the registration is removed or ends, or any procedure is commenced seeking or proposing your dissolution, removal from such a register, or the ending of such a registration; (s) where you or your Credit Support Provider is a partnership, any of the events referred to in the preceding paragraphs occurs in respect of one or more of your or its partners; (t) we consider it necessary or desirable to prevent what we consider is or might be a violation of any Applicable Laws, Rules and Regulation or good standard of market practice; (u) we consider it necessary or desirable for our own protection or any action is taken or event occurs which we consider might have a material adverse effect upon our, respectively your ability to perform any of our, respectively your obligations under this Agreement;

(v) any Event of Default (however described) occurs in relation to you under any other agreement between us which you are a party to or any other event specified for these purposes in this Agreement, or otherwise, occurs; (w) we or you are requested to close out a Transaction and/or Contract (or any part of a Contract) by any regulatory agency or authority; (x) we are obliged to do so by operation of law.

## **70. RIGHTS ON DEFAULT**

70.1 Upon the existence of an Event of Default, we shall, at our sole discretion, without prejudice to any other rights we may have under this Agreement, be entitled to: (a) sell or charge in any way any or all of your Security, Assets and property which may from time to time be in our possession or control of or call on any guarantee; (b) purchase any Security, investment or other property where this is, or is in our reasonable opinion likely to be, necessary in order for us to fulfil our or your obligations under any Transaction and/or Contract; in this case you shall reimburse to us the full amount of the purchase price plus any associated costs and expenses; (c) close out, replace or reverse any Transaction and/or Contract, buy, sell, borrow or lend or enter into any other Transaction and/or Contract, or take, or refrain from taking, such other action at such time or times and in such manner as, at our sole discretion, we consider necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect of any of your Transactions, Contracts, positions or commitments, deliver any Security investment or property to any third party, or otherwise take any action we considers being necessary or desirable in order to close out any Transaction and/or Contract; (d) require you immediately to close out and settle such Transactions and/or Contracts in such manner as we may, at our sole discretion request; (e) enter into any foreign exchange transaction, at such rates and times as we may determine, in order to meet obligations incurred under a Transaction and/or Contract; (f) invoice back all or part of any Assets standing to the debit or credit of any Account; (g) instead of returning to you investments equivalent to those credited to your account, to pay to you the fair market value of such investments at the time we exercise such right; and/or (h) take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account.

70.2 You hereby authorize us to take all or any measures described in this Clause without prior notice to you and you acknowledge and agree that we shall not be responsible for any consequences of us taking any such steps, unless we have exercised gross negligence in connection herewith. In these circumstances, you shall execute such documents and take such other action as we may reasonably request in order to protect our rights under these Terms and Conditions or within the scope of any other agreements between you and us.

70.3 If we exercise our rights to sell any of your Securities or property pursuant to this Clause, we will affect such sale, without notice or liability to you, on your behalf and apply the proceeds of sale in or towards discharge of any or all of your obligations to us.

70.4 Without prejudice to our other rights under and/or pursuant to this Agreement, we may, at any time and without notice, combine or consolidate all or any of your Accounts with us and off-set any amounts owed to or by us in such manner as we may determine at our sole discretion.

70.5 Our rights under this clause shall be in addition to, and not in limitation or exclusion of, any other rights which we may have (whether by agreement, operation of law or otherwise).

70.6 Where termination and liquidation occurs in accordance with this clause, we shall also be entitled, at our discretion, to terminate and liquidate, in accordance with the provisions of this clause, any other transactions entered into between us, which are then outstanding.

## **CHAPTER K: TERMINATION OF CLIENT RELATIONSHIP AND LIQUIDATION OF ACCOUNTS**

### **71. TERMINATION OF CLIENT RELATIONSHIP**

71.1 Without prejudice to any other provisions of this Agreement, in particular, but without limitation, those pertaining to Events of Default, our client relationship under this Agreement shall remain in force until terminated by either Party.

71.2 Unless required by Applicable Laws, Rules and/or Regulations either Party may terminate this Agreement (and the relationship between us) by giving at least five (5) business days written notice of termination to the other Party.

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

71.4 We may terminate this Agreement immediately, however, if you fail to observe or perform any provision of this Agreement or in case of an Event of Default, other than in the case of Force Majeure.

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

- All outstanding Costs and any other amounts payable to the Company;
- Any dealing expenses incurred by terminating the Agreement and charged incurred for transferring the Client's investments to another investment firm;
- 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;
- Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- Any damages which arose during the arrangement or settlement of pending obligations.

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

- The Client will have an obligation to close all his/her Open Positions. If the Client fails to do so, upon termination, the Company will close any Open Positions at current Quotes;
- The Company will be entitled to cease to grant the Client access to the Trading Platform or may limit the functionalities the Client is allowed to use on the Trading Platform;
- The Company will be entitled to refuse to open new positions for the Client;

- 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 pending obligations of the Client under the Agreement.

71.7 Upon Termination any or all the following may apply:

- The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances with obligations of the Client towards the Company;
- The Company has the right to close the Client Account(s);
- The Company has the right to convert any currency;
- The Company has the right to close out the Client's Open Positions at current Quotes;
- In absence of illegal activity or suspected illegal activity, fraud or abuse of the Client or instructions from the relevant authorities, if there is Balance in the Client's favor, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities of the Client towards the Company) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any nominee and/or any custodian to also pay any applicable amounts. Such funds shall be delivered in accordance with the Client's instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.

## **CHAPTER L: MISCELLANEOUS PROVISIONS**

### **72. ASSIGNMENT**

72.1 The terms, conditions and obligations of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective, Affiliates, successors and assigns.

72.2 We shall be entitled to assign its rights and benefits under this Agreement, without any prior consent being required, to any Affiliate or subsidiary belonging to the our group of companies.

72.3 You may not without our prior written consent transfer this Agreement or any interest or obligation in or under this Agreement and any purported transfer without such consent shall be null and void.

72.4 Following such consent to the transfer of any interest or obligation under this Agreement, you shall remain jointly and severally responsible for the performance of all of the transferee's obligations under this Agreement.

### **73. TIME OF ESSENCE**

73.1 Time shall be of the essence in respect of all your obligations under this Agreement (including, without limitation, those pertaining to any Transaction and/or Contract).

### **74. NOTICES**

74.1 You must ensure that at all times we are able to communicate with you by telephone, fax or e-mail.

74.2 Except as specified otherwise in this Agreement and without prejudice to any such other provisions of this Agreement, all notices, declarations, demands, requests, and other communications required under, or otherwise referred to in, this Agreement shall be in writing and shall be sufficient for all purposes if personally delivered or if sent by prepaid "overnight delivery" via DHL/FEDEX/UPS or any other internationally recognized air courier or if sent by facsimile with a confirmation copy sent by air mail, or if sent by e-mail, and in any case addressed to the respective Parties at their address set forth above or at such other address as such Party may hereafter designate by notice to each of the other Parties as herein provided.

74.3 If personally delivered in the form specified herein, notices, declarations, demands, requests, and other communications under this Agreement shall be deemed to have been given and received and shall be effective when personally delivered.

74.4 If sent by e-mail in the form herein specified, notices, declarations, demands, requests, and other communications under this Agreement shall be deemed to have been given and received and shall be effective when received in fully legible form by the Party to which the notice is addressed, which shall be deemed to occur upon completion of the e-mail transmission unless:

(a) such transmission is made on a day which is not a day (except any Saturday or Sunday) on which banks in Seychelles are open for business (a "***Business Day***") or on a Business Day but outside regular business hours, in which case the notice shall be deemed received at 9:00 A.M. on the next succeeding Business Day; or (b) the Party to which the notice is addressed then notifies the other Party by return mail, telex or facsimile that the copy received is illegible in whole or in part.

74.5 If sent by prepaid "overnight delivery" via DHL/FEDEX/UPS or any other internationally recognized air courier in the form specified therein, notices, declarations, demands, requests, and other communications under this Agreement shall be deemed to have been given and received and shall be effective four (4) calendar days after deposit with such air courier or when actually received, whichever first occurs.

74.6 If sent by facsimile in the form herein specified, notices, declarations, demands, requests, and other communications under this Agreement shall be deemed to have been given and received and shall be effective when received in fully legible form by the Party to which the notice is addressed, which shall be deemed to occur upon completion of the transmission unless: (a) such transmission is made on a day which is not a Business Day or on a Business Day but outside regular business hours, in which case the notice shall be deemed received at 9:00 A.M. on the next succeeding Business Day; or (b) the Party to which the notice is addressed then notifies the other Party by return telex or facsimile that the copy received is illegible in whole or in part.

74.7 Such notice or other communication will be deemed effective if in writing and delivered in person or by courier, on the date it is delivered or if sent by facsimile transmission, on the date that transmission is received by the recipient, or if sent by registered mail or the equivalent, on the date that mail is delivered or if sent by email on the date that email is delivered, unless the date of delivery (or attempted delivery) or the date of receipt, as applicable, is not a Business Day or the communication is delivered (or attempted to be delivered) or received, as applicable, after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day.

74.8 The Parties agree that the delivery of any summons and complaint, and other process, which may be served in any suit, action or other proceeding, may be made by mailing via certified or registered mail or by hand-delivering such summons, complaint or other process to the other Party at the address of such Party specified hereinabove.

74.9 Rejection or other refusal to accept, or the inability to deliver of a notice, summons, complaint or other process referred to hereinabove, because of changed address of which no proper notice was given, shall not affect the effectiveness or the date of delivery for any notice sent in accordance with the foregoing provisions. Each such notice, request or other communication shall be deemed as sufficiently given, served, sent and received for all purposes, at such time that it is delivered to the address (with return receipt, the delivery receipt, the affidavit of the messenger or the answer back being deemed conclusive (but not exclusive) evidence of such delivery) or at such time as delivery is refused by addressee upon presentation.

## 75. GOVERNING LAW AND JURISDICTION

75.1 This Agreement shall be governed by and construed in accordance with Seychelles Act and, subject to the dispute resolution provisions set forth hereinafter, You irrevocably agree for our exclusive benefit that the courts of Seychelles are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any proceedings may be brought in such courts.

75.2 Nothing contained in this Section shall, however, limit our right to take proceedings against you or any Trader in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## 76. DISPUTE RESOLUTION

76.1 In the event of any dispute arising out of or in relation to this Agreement, the Parties must first use their respective best endeavours to consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable settlement of the dispute satisfactory to both Parties.

76.2 To such end the Parties must within seven (7) Business Days of a dispute arising convene a meeting between persons nominated by each Party (the “*Appointed Persons*”) and other relevant members of management to attempt to resolve the dispute.

76.3 If the Appointed Persons agree upon a resolution or disposition of the dispute, they will sign a statement setting out the terms of the resolution or disposition and the Parties will ensure that the resolution or disposition is fully and promptly carried out.

76.4 If the Appointed Persons do not reach such a settlement within a further period of fourteen (14) Business Days (the “*Final Negotiation Date*”), the dispute will be managed in accordance with provisions set forth hereinafter.

76.5 In the event of any dispute arising out of or in relation to this Agreement, if the dispute is not resolved and/or be settled prior to the Final Negotiation Date, it shall upon the initiation of either Party be referred to binding arbitration to be conducted in accordance with Arbitration Rules of the International Chamber of Commerce (“*Arbitration Rules*”).

76.6 Each Party will have the right to appoint an arbitrator and the two arbitrators appointed by the Parties will appoint a third arbitrator in accordance with the Arbitration Rules; no person shall be appointed as an arbitrator hereunder unless such person is unrelated to either Party, is fluent in the English language and has experience in ‘*OTC Finance*’ matters.

76.8 The arbitral award shall be final and binding upon the Parties to this Agreement and the Parties to the arbitration agree to carry out such award without delay; any arbitral award made hereunder may be entered into a court of competent jurisdiction for execution thereof; the cost, fees and expenses of counsel to each Party, shall be subject to equitable allocation by the arbitrators.

76.9 If there is a conflict between the Arbitration Rules and the provisions of this Agreement, the provisions of this Agreement shall prevail.

## **77. INTERIM RELIEF - INJUNCTIVE RELIEF**

77.1 Nothing in this Section shall prevent either Party from applying to court for interim or injunctive relief.

77.2 Each party acknowledges that a breach of the provisions of this Agreement may cause the other Party irreparable injury and damage and, therefore, any such breach may be enjoined through injunctive proceedings, in addition to any other rights and remedies that may be available to either Party as per applicable law or in equity.

## **78. CONTROLLING LANGUAGE**

78.1 This Agreement and all other agreements and/or documents executed on the basis of this Agreement shall be written and interpreted in English.

78.2 In the event that this Agreement has been translated into a language other than English, it is the English version that will be prevailing and controlling in the event of any discrepancy.

## **79. FORCE MAJEURE**

79.1 We shall not be in breach of this Agreement and shall not be liable or have responsibility of any kind for any loss or damage incurred by you as a result of any total or partial failure, interruption or delay in the performance of this Agreement occasioned by any act of God, fire, war, civil commotion, labour dispute, act of government, state, governmental or supranational body or authority, or any investment exchange and/or clearing house, inability to communicate with market makers for whatever reason, failure of any computer dealing system, any other breakdown or failure of transmission in communication facilities of whatever nature, between us and you or any other third-party whatsoever, or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control (a “*Force Majeure Event*”).

79.2 You acknowledge and agree that we may in our reasonable opinion, determine that a Force Majeure Event exists or is about to occur; as the case may be, we will inform you as soon as reasonably practicable if we so determine.

79.3 If we determine that a Force Majeure Event exists or is about to occur then we may (without prejudice to any other rights under this Agreement and at our sole discretion) take such action as we deem necessary or appropriate in the circumstances, having regard to you and your interests, and neither we, nor any of our directors, officers, employees, agents or advisers will be liable for any failure, hindrance or delay in performing our obligations under this Agreement or for taking or omitting to take any action pursuant to this subparagraph.

## **80. NO WAIVER**

80.1 No failure on the part of any Party to exercise, and no delay on its part in exercising, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

80.2 The failure of a Party at any time to require performance of any provision of this Agreement shall not in any way affect the validity of this Agreement or any part thereof, nor the right of that Party to require performance of that provision or any other provision of this Agreement in the future.

80.3 All waivers by us must be in writing.

## **81. CUMULATIVE REMEDIES**

81.1 All remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

## **82. COMPLIANCE WITH FSA RULES**

82.1 Unless otherwise permitted by the FSA Rules or any other Applicable Laws and Regulations, nothing in this Agreement shall be taken to exclude or restrict our obligations under the FSA Rules or any other Applicable Laws and Regulations.

82.2 We shall be entitled to take any action as we consider necessary in our absolute discretion to ensure compliance with the FSA Rules or any other Applicable Laws and Regulations and such actions shall be binding on you and shall not render us or any of our directors, officers, employees or agents liable.

## **83. EXCLUSION OF THIRD PARTY RIGHTS**

83.1 Except as expressly otherwise provided herein, this Agreement is being entered into solely for the benefit of the Parties hereto and their successors and permitted assigns and intended and/or designated Affiliates.

83.2 It may not be relied upon by any other person as the basis for any claim or dispute against one or both Parties, or as evidence of the rights or obligations of one or both Parties hereto with respect to such other person.

83.3 To the extent that any term or provision of this Agreement grants rights to or contemplates, permits, or requires performance of and/or by any Affiliate of a Party, such Affiliate shall be considered to be an intended third party beneficiary of this Agreement and such Party shall cause such Affiliate to perform each and every of such obligations of such Party under this Agreement in accordance with the terms and conditions hereof.

## **84. INDEPENDENT PARTIES/NO PARTNERSHIP OR JOINT VENTURE**

84.1 Neither this Agreement nor the performance of any services by either Party hereunder will be construed to create a joint venture or partnership between the Parties. For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, you are an independent third-party and is not a partner, joint venture partner, or representative agent of us.

84.2 You will not bind nor attempt to bind us any agreement or contract.

84.3 As an independent third-party, you are solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort.

## **85. COUNTERPARTS**

85.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of the counterparts together constitute the same document. All counterparts shall collectively constitute a single agreement and it shall not be necessary in any proof of this Agreement to produce or account for more than one counterpart.

## **86. SURVIVAL**

86.1 The provisions of this Agreement pertaining to either Party's (a) Representations, Warranties and Covenants, (b) fiduciary duties, (c) confidentiality obligations, (d) acknowledgements, (e) liabilities and responsibilities, as well as (f) Chapters G, H, K and L of this Agreement shall survive the expiration of the term and/or the termination of this Agreement for any reason.