

## 1. Interpretations and Definitions

In this Agreement, the following words and expressions shall have the following meanings:

**Abnormal Market Conditions:** includes but is not limited to times of rapid price fluctuations of the price, rises or falls in one trading session to such an extent that, under the rules of the relevant exchange, trading is suspended or restricted, or there is lack of liquidity, or this may occur at the opening of trading sessions;

**Account Statement** shall mean a periodic statement of the transactions credited or debited to a Trading Account;

**Agreement** shall mean this client agreement together with any appendices, notices, and includes the Risk Disclosure Statement and Policy, Execution Policy, Conflict of Interest Policy, and any other policy which is provided to the Client by the Company or notified to the Client as appearing on the Website or Trading Platform, and as periodically amended by the Company;

**Business Day** shall mean any day which is not Saturday, Sunday or a public holiday in Mauritius or any other holiday which will be announced on the Website;

**Client** shall mean the legal entity accepted by the Company as its client to whom services and/or products will be provided by the Company as per this Agreement;

**Client Money:** means money deposited by the Client in its Trading Account(s), plus or minus any unrealized or realized profit or loss, plus or minus any amount that is due by the Client to the Company and vice versa;

**Company** shall mean Zen Capital Markets Ltd, a company registered in Mauritius under registration number 209494;

**Contract for Difference/CFD** shall mean the financial instrument which is a contract between a buyer and a seller, stipulating that the seller will pay to the buyer the difference between the current value of an underlying asset and its value at a future time; if the difference is negative, then the buyer pays instead to the seller. The CFD refers to the variations in the price of the underlying assets;

**Counterparty(ies)** shall mean banks and/or brokers through whom the Company may cover its transactions with clients;

**Currency Pair** shall mean the object or underlying asset of an FX Contract based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the quote currency and the base currency) and shows how much of the quote currency is needed to purchase one unit of the base currency;

**Contract:** means any contract, whether oral or written, for the purchase or sale of any currency or other transaction relating thereto, entered by the Company with the Client;

**Derivative:** includes futures and options contracts on securities, indices, interest or other rates, currency, futures, or commodities;

**Equity:** means the balance in a Trading Account plus or minus any profit or loss that derives from any open positions;

- Force Majeure Event:** shall mean one of the events specified at clause 12(a) of this Agreement;
- Leverage:** A ratio in respect of transaction size and initial Margin. For example, 1:100 ratio means that in order to open a position, the initial Margin is one hundred times less than the transaction size;
- Margin:** means the required funds available in a Trading Account for the purpose of opening and maintaining an open position;
- FX Contract** means the type of CFD where the underlying asset is a Currency Pair and is considered as a short form of foreign exchange;
- Services** means the services to be provided by the Company under this Agreement;
- Spread:** means the difference between the ask price and the bid price of a financial instrument and/or an underlying asset in a financial instrument, at the same moment;
- Trading Account** shall mean the trading account that the Client holds with the Company, designated with a unique account number and used for the purpose of the Client's trades;
- Trading Platform** shall mean any online trading platform made available by the Company;
- Website:** means [www.zfmarkets.com](http://www.zfmarkets.com) or any other website that may be maintained and/or operated by the Company from time to time.

## 2. Introduction

- (a) This Agreement is made between the Company and the Client on the date indicated thereto. Collectively the Client and the Company are herein referred to as "the Parties" and each individually as a "Party".
- (b) Upon the Client satisfying all regulatory requirements, the Company will open and maintain for the Client, one or more Trading Account(s) and unless otherwise agreed with the Client, the Company will act as principal for the reception, transmission, execution and/or clearance of the Client's order(s) and/or request(s) for transactions, which relate to the purchase/sale of financial instruments/products, including but not limited to contracts for differences, denominated instruments, options, commodities, and any other financial transaction(s).
- (c) By accepting the term and conditions of this Agreement, the Client hereby agrees and confirms that Client has read, understood, and accepted the provisions of this Agreement, including any supplementary documentation, and policies as displayed on the Website.
- (d) The Company, its officers, employees, and any other representative(s), do not offer investment advice, portfolio management, legal, tax or any other advice to the Client. The Client shall make its own assessment of any transaction(s) prior to entering into any such transaction(s). If the Client is unsure whether the Client should proceed with the Agreement and/or any transaction(s) it is at the Client's sole discretion and responsibility to seek independent advice.

### 3. Commencement

- (a) The Agreement shall commence on the date on which the Client receives notice of successful account opening, and shall continue with full force and effect, unless or until it is terminated.
- (b) The Company reserves the right at its absolute discretion to accept or reject the Client subject to all documentation provided to the Company, accurately and fully completed by the Client.
- (c) The Company has the right to request a minimum initial deposit to allow the Client to start using the Trading Platform for the Client's trading activities. The Company also has a right to request the Client to fulfill necessary Margin requirements (to make Margin calls), as unilaterally determined by the Company, and the Client is obliged to deposit the requested amount within 1 (one) Business Day, unless alternative arrangement is made with the Company. In case of the Client's non-compliance with the provisions hereof the Company shall be entitled to terminate or suspend the Services and access to the Company's Trading Platform until the Client satisfactorily completes the requirements.

### 4. Services

#### 4.1 The Company offers and provides to the Client the Services as follows:

- (a) The Company will maintain one or more Trading Accounts in the Client's name and will provide the Client with services in relation to CFDs and Derivatives where the underlying investments or products include, but are not limited to, foreign exchange contracts, metals, equity indices and commodities.
- (b) The Parties hereby confirm that detailed description of the Services and order of their execution shall be agreed in a specification to the Agreement.
- (c) Nothing above restricts the Company to hedge the Client's positions wholly or in part via third parties.
- (d) The Company will take reasonable steps to ensure that the Client understands the nature of the risks involved related to the different types of investment/products. The Client shall acknowledge itself with all online documents of the Company considering risks involved in the Company's services/products, including risk warnings, risk statements or risk disclosures, as applicable.
- (e) The Company shall issue to the Client a confirmation of the executed trade within 1 (one) Business Day from the time of execution.
- (f) The Company may issue a monthly statement of account for all transactions upon the Client's request unless otherwise agreed with the Client. The Client understands that Client has access to history of trading activities and account balances and may contact the Company at any time with a written request.
- (g) The Company shall at all times ensure that its relevant officers and employees have an appropriate level of training and knowledge related to the products and services and to enable an explanation of risks to Clients.
- (h) The Client understands that the Client is required to fund the Trading Account(s) before any trading can take place. Each deposit and withdrawal of funds is subject to monitoring and record keeping. When

the Client requests a withdrawal of funds, such a request shall be made to the Company in writing.

- (i) The Company is entitled to execute the transaction notwithstanding that a transaction may not be suitable for the Client. The Company is under no obligation, (unless otherwise agreed in writing or required by applicable law) to monitor or advise the Client on the status of any transaction or to close out any of the client's open positions.
- (j) The Company has the right to request from the Client for information about the Client's knowledge and experience in the investment field so it may assess whether the service(s) or product(s) is appropriate for the Client. If the Client elects not to provide such information to the Company or if the Client provides insufficient/false information, the Company shall not be able to determine whether the service or product is appropriate for the Client. The Company shall assume that information about the Client's knowledge and experience provided is accurate and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate unless the Client has informed the Company of such changes in writing.

## 5. Margin Requirement

- (a) The Client shall provide and maintain the initial Margin in such limits as the Company, at its sole discretion, may require from time to time under the Agreement. Such sums of money shall only be paid to the Company's bank account in the form of cleared funds. It is the Client's responsibility to ensure that the Client understands how a Margin is calculated.
- (b) The Client shall pay initial Margin at the moment of opening a position. The amount of initial Margin for each financial instrument is defined in the Contract Specifications.
- (c) If no Force Majeure Event has occurred, the Company is entitled to change Margin requirements, by giving to the Client 3 (three) Business Days' written notice prior to any amendment.
- (d) The Company is entitled to change Margin requirements without prior written notice in the case of a Force Majeure Event.
- (e) Depending on the account type as stipulated on the Website, the Company is entitled to close the Client's open positions without the consent of the Client or any prior written notice if the Equity is less than the minimum threshold.
- (f) It is the Client's responsibility to notify the Company as soon as the Client believes that the Client will be unable to meet a Margin payment when due.

## 6. Payments

- (a) The Client may deposit funds to the Trading Account at any time.
- (b) If the Client gives an instruction to withdraw funds from the Trading Account, the Company shall endeavour to pay the specified amount on the same day that the request to withdraw funds was made, or the next Business Day if the Client's request is received outside of normal trading hours provided the following requirements are met:
  1. the withdrawal instruction includes all necessary information;
  2. the instruction is to make a bank transfer to the account of the Client (under no circumstances will payments to third party or anonymous accounts be accepted);

3. at the moment of payment, the Client's free Margin exceeds the amount specified in the withdrawal instruction including all payment charges.
- (c) The Client acknowledges and accepts that the destination of outgoing transfers/payments will be the same as with the source of incoming funds. The Client will not be allowed to withdraw its funds by any other method, or to any other country, apart from its country of origin.
- (d) The Client may withdraw any of its profits that exceed the amount deposited to a different bank account that belongs to it, provided that all the necessary evidence is submitted to the Company.
- (e) The Company shall debit the Client's Trading Account for all payment charges. In the event that the Client instructs the Company to close the Client's Trading Account, the net amount payable to the Client shall be the balance amount less any and all bank charges provided the balance amount is greater than the bank charges. If the balance amount is less than the bank charges, the Client will either fund the Trading Account to cover the bank charges or alternatively, the Client agrees to close the Trading Account without any further transfer of funds taking place.
- (f) If the Client has an obligation to pay any amount to the Company which exceeds the Equity in the Trading Account, the Client shall pay the amount representing the excess within 2 (two) Business Days of the obligation arising.
- (g) The Company does not guarantee that any trading losses will not exceed the total available funds in a Client's Trading Account(s).
- (h) All incoming payments shall be credited to the Client's Trading Account no later than 1 (one) Business Day after the funds are cleared by the Company's bank.

## 7. Communications & Notifications

- (a) The Client shall provide instructions and request(s) via the Trading Platform. For the purposes of communication regarding other issues the Client may also use the e-mail it used for the opening of its Trading Account, by telephone or via the live chat function.
- (b) Any written notice given under this Agreement may be made via the Trading Platform's internal mail, email, facsimile transmission, and/or registered mail.
- (c) All contact details provided by the Client such as its address, email address or fax number as indicated on the Client's account application documentation or to such other last known address as provided by the Client in writing to the Company, shall be used as applicable. The Client agrees to accept any notices or messages from the Company at any time.
- (d) The Client must inform the Company on any changes connected with the address or other registered information immediately by e-mailing the Company at: [info@zcmarkets.com](mailto:info@zcmarkets.com).
- (e) Any written notice provided by the Company shall be deemed to have been served:
1. If sent by email - within four hours after having emailed it;
  2. If sent by the Trading Platform's internal mail - within four hours after sending it;
  3. If sent by post - seven calendar days after posting it;

4. If posted on the Website - within four hours after it has been posted.

- (f) Confirmation of transactions, balances, Equity, order/requests, Margin calls, etc., either through statements of accounts or through the Trading Platform shall be binding on the Client for all purposes, unless the Client reports any error in writing to the Company. None of the provisions herein will prevent the Company from correcting any error upon its discovery, in such event the Trading Account will be credited or debited so that the Trading Account is in the same position it would have been if the error had not occurred. Whenever a correction is made, the Company will promptly make a written and/or oral notification to the Client.
- (g) Reports of confirmation of orders and statements of accounts for Client shall be deemed correct and conclusive and binding upon the Client if not objected to immediately upon receipt and confirmed in writing within 1 (one) Business Day after the execution of the Client's order. The Company provides the Client with access to view the Trading Account at any time online. Failure to object shall be deemed ratification of all actions taken by the Company or the Company's agents, if so applicable. The Client's failure to receive a trade confirmation shall not relieve Client of the obligation to object as set out herein.
- (h) The Client agrees and understands that it is the Client's responsibility to send written notice of any change of personal details to the Company promptly.
- (i) The Company shall abide by section 56 (4) of the Securities Act 2005 which provides that *"where, in respect of securities that are not listed on a securities exchange, an investment dealer deals as principal with a client, the investment dealer shall, before entering into the transaction, disclose to the client that he is entering into the transaction as principal."*

#### **8. Commission, charges, and other costs**

- (a) The Client shall be obliged to pay the Company the commissions, charges and other costs set out in the Contracts Specifications. The Company shall display all current commissions, charges and other costs on its Website.
- (b) The Company may vary commissions, charges and other costs from time to time without prior written notice to the Client.
- (c) The Client is hereby informed that in the event where the Client has been introduced to the Company by a partner, introducer and/or affiliate of the Company and/or by any third party, the Company may pay a fee and/or commission to such person directly, for services rendered calculated on the basis of the volume traded by the Client and/or otherwise on the basis of any agreement concluded between such person and the Company. Upon written request from the Client, the Company shall disclose further details.
- (d) The Client accepts to be notified if the Company pays commissions/fees to any third party who introduced it or who acts on the Client's behalf.
- (e) The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the transactions hereunder.
- (f) The Client shall be solely responsible for all filings, tax returns and reports on any transactions which

should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any transaction.

- (g) Any commissions or fees which the Company receives or pays will be effected according to the provisions of applicable law.

## **9. Leverage**

- (a) The Client agrees and acknowledges that Margin trading is based on the Leverage applied on the Client's Trading Accounts. The higher the Leverage, the higher the level of risk and the higher the possibility of a profitable return or bigger loss. For more information, please refer to the Website, trading conditions, and best execution policy.
- (b) The Leverage is subject to changes. The Company reserves the right to modify the Client's Leverage settings at any time by notifying the Clients about such changes.

## **10. Client Money & Safeguarding of Client Financial Instruments**

- (a) The Company segregates Client Money from its own funds and holds same in accordance with applicable law. The Company will take all necessary measures in order to ensure that Client Money is deposited with a bank which is identifiable separately from the cash belonging to the Company, by means of differently titled accounts on the books of the bank(s) and/or other equivalent measures that achieve the same level of segregation.
- (b) On receiving the Client's funds, these funds will be placed into accounts denoted as "Clients Accounts" and the same principle applies for payment processing companies.
- (c) The legal and regulatory regime applying to any such bank(s) or payment processing company in any other jurisdiction may be different from the legal and regulatory regime in Mauritius, and in the event of the insolvency or any other analogous proceedings in relation to that bank and/ or payment processing company, Client Money may be treated differently from the treatment which would apply if the money was held with a bank in an account in Mauritius, or from any other jurisdiction, accordingly.
- (d) The Company may hold Client Money and the money of other Clients in the same bank account which is also known as an omnibus account (a single account combining all of the Company's Clients' funds). The Company will not be liable for the insolvency, acts or omissions of any third party referred to in this clause or for any loss suffered as a result of any shortfall in omnibus account.
- (e) The Company generally deposits Client Money into one or more segregated bank accounts and accordingly any interest paid by the Banks on those accounts shall be payable to the clients. The Client also understands and agrees that the Company may pass money held on the Client's behalf to intermediate brokers, settlement agent(s) or OTC counterparties located outside of Mauritius. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this Agreement.

The Company will give instructions to the banking institution(s) regarding the transfer and movement(s) of the Client Money. If the Client has an Open Position the Company reserves the right, at any time and

at the Company's sole discretion, to set-off any unrealised losses incurred in respect of an Open Position against any of the Client Money that is held by the Company to the Client's credit. In effect, this means that the Company based on the conditions referred to above may transfer any part of any unrealised losses from a banking institution to an account of the Company. At the same time, the Company may transfer any unrealised profit incurred as a result of an Open Position from a Company account to a Client Money account held in a banking institution.

Pursuant to section 54 of the Securities Act, any credit balances in the accounts of a client of the Company, not representing securities that are pledged, mortgaged, subject to a lien or other security interest or given to support a guarantee or similar arrangement, shall –

- (a) be payable on demand;
- (b) not be used or applied by the Company without the express written authority of the client; and
- (c) not form part of the assets of the Company for the purposes of the law relating to insolvency;

The Company shall be liable to pay the client interest, calculated in accordance with the market rate, on the credit balance in the securities accounts of the client maintained by the Company.

- (f) The Company keeps and maintains books and accounting records of the Client Money held on behalf of its clients. The Company will perform reconciliations of records and segregated funds with the records and accounts of the money the Company holds in segregated accounts on a daily basis, and any required transfer to or from the segregated account will take place by the close of business on the day that the reconciliation is performed. The Company reserves the right to carry out such reconciliations and transfers more frequently, should the Company consider that it is necessary for the Company's protection or for the interest of the Client.
- (g) The Company takes all steps in selecting reputable credit and/or financial institutions for the holding of Client Money, and as such the Client understands and agrees that the Company shall not be held liable or have any further obligation in the event that such credit or financial institution where the segregated funds are held, defaults in its obligations with respect to the segregated funds.
- (h) In order to deal or effect transactions for the Client's account, the Company may at its sole discretion deposit the client funds with an intermediate broker, credit institution or bank.
- (i) The Company may maintain merchant accounts on its name with payment service providers, used to settle payment transactions of its Clients, however it is understood by the Client and agreed that such merchant accounts are not used for the safekeeping of Client Money, but for purposes of settlements of payment transactions. It is further understood that although such payment service providers normally keep a percentage of the deposit as a rolling reserve, it should be noted that this will not affect the balance of the Client's Trading Account as held with the Company.
- (j) When transferring funds to the Company's accounts, the Client is obligated to take into account the requirements and restrictions provided for by existing legislation and any other applicable law of the countries under the jurisdiction from which the transfer is made.
- (k) The transfer of funds to the Client's Trading Account is made in the currency of the Trading Account specified for the transfer regardless of which currency is used for the transfer. If the currency of the transfer is different from the currency of the Trading Account(s), the sum being transferred will be converted into the currency of the Trading Account(s) using the Company internal exchange rate on the day the payment is posted to the Company's account.



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- (l) The provisions in this Agreement related to Client Money are subject to terms and conditions of the banks and credit/financial institutions with which such funds are held and through which such funds are transferred.
- (m) The Client acknowledges and accepts that the Client's funds may be held with the funds of other Clients in a pooled bank account, and segregated from the Company's own funds, consequently in case of default of the credit institution or other institution which may cause a shortfall in the funds held in the pooled bank account, the Client may share proportionately in that shortfall.
- (n) The Company exercises all due skill, care and diligence in the selection, appointment and periodic review of third parties, including its payment service providers and the safekeeping of Client's financial instruments and/or funds.
- (o) The Client authorizes the Company to make deposits and/or withdrawals from the credit/financial institution and/or any other third party service provider, on the Client's behalf, withdrawals for settlement of all transactions and all amounts payable by and/or on behalf of the Client to the Company or to any other third party service provider.
- (p) The Company undertakes that when maintaining merchant accounts for the clearing/settlement of payment transactions with payment service providers, the Company exercises due skill, care and diligence in the selection, appointment of such payment service providers and to perform periodic review(s) on such provider(s) and to ensure that the services are provided whilst maintaining the level of safety of client funds and financial instruments.
- (q) The Company may place on the Website a list of the names of payment service providers for the Client's ease of reference. The Client furthermore confirms understanding that in the event funds are held by a payment service provider in a foreign jurisdiction, such arrangement may be regulated in accordance with the laws of such foreign jurisdiction and the Client furthermore accepts and agrees that in the event of any default of such third party provider, custodian or any loss or damage that Client may incur, the Client should follow the relevant process in order to submit claims, and Client indemnifies the Company from the actions and/or omissions of any third party provider and/or custodian.
- (r) The Company carries out proper record keeping and books, with reconciliation and internal and external audits are undertaken for control and transparency.
- (s) The Client understands and agrees that in the event of the Company's insolvency, action may be taken by a relevant authority, which may have the power to take over the Clients' assets and/or funds from the control of the Company and where there is evidence that the Company may fail or is unable to meet its obligations relating to the Clients' assets and/or funds from its own funds, in this way the protection is afforded through segregation of funds. The Client understands that legislative or other recognition of obligations to Clients' funds held by an insolvent entity may be treated from other obligations of the entity, for example, the provision of compensation to Clients. The effectiveness of a particular technique may differ depending on the type of asset concerned and the insolvency legislation of the jurisdiction in which asset/funds are held. Some mechanisms that may be used is where Clients may be afforded a "preferential status" as "creditors" which require Client's assets to be held in such a way that they do not become the property of the insolvent entity and are not assets of the Company and should not be used to meet the obligations of the insolvent firm.
- (t) In the event of insolvency or any other analogous proceedings in relation to a financial or credit

institution, including payment processing company, where Client's funds are held, the Company (on behalf of the client) and/or the Client may only have an unsecured claim against the financial or credit institution or payment processing company, and the Client may be exposed to the risk that the money received by the Company from the financial or credit institution, or payment processing company is insufficient to satisfy the claims of the Client with claims in respect of the account. The Company does not accept any liability or responsibility for any resulting losses so that in the event of default the proportionate loss shall affect all of the Company's Clients' monies held, for example, if in omnibus accounts, with financial or credit institution.

- (u) The Client agrees that the Company shall not be liable for any default of any counterparty, bank, payment processing company, custodian or other entity which holds money on Client's behalf and/or through which transactions may be conducted. The Company will not be liable for loss suffered by Client in connection to funds held by Company unless such loss directly arises from the Company's gross negligence, willful default or fraud.
- (v) The Client understands that when money is transferred to the Trading Account(s), the time for the funds to be displayed on its Trading Account(s) will depend on the method used for transferring such funds. Deposits and withdrawals of funds can only be made to and from accounts in the Client's name.
- (w) The Client confirms that funds transferred by Client to the Company's accounts are of legal origin, the Client owns the funds legally and has the right to use the funds. The Client will not replenish the accounts of third parties' clients or withdraw funds from the Client's account to bank accounts or e-wallets of third parties.

## **11. Representations and Warranties**

- (a) The Client represents and warrants to the Company, and agrees that each such representation and warranty is deemed repeated each time the Client gives an instruction or request by reference to the circumstances prevailing at such time, that:
  1. the information provided by the Client to the Company in the "Complete your Profile" Form and the Agreement and/or any subsequent form and/or document provided at the time of registration, and at any time thereafter is true, valid, authentic, accurate and complete in all material respects;
  2. the Client has read and fully understood the terms of the Agreement including the Risk Disclosure;
  3. the Client is duly authorized to enter into the Agreement, to give orders, instructions, and requests and to perform its obligations thereunder;
  4. the Client is a legal entity, is duly and lawfully registered and existing under the laws of the jurisdiction of its incorporation;
  5. all actions performed under the Agreement shall not violate the applicable regulations or any law, ordinance, charter, by-law, or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets are affected;
  6. the Client consents to the provision of information by means of the Website and/or any other means which the Company chooses at its sole discretion;
  7. the Client confirms that they have regular access to the internet and consents the Company provides it with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, the Agreement, policies and information about the nature and risks of investments by posting such information on the Website;

8. the funds which the Client may deposit with the Company in accordance with the terms of this Agreement are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
9. the funds which the Client may deposit with the Company in accordance with the terms of this Agreement, are owned by the Client and are free of any lien, charge, pledge, or other encumbrance or claim by any third party;
10. the Client has chosen the particular type of services, taking their total financial circumstances into consideration which they consider reasonable under such circumstances;
11. the Client hereby confirms that if any of its promoters, directors or officers becomes a Politically Exposed Person at any stage during the course of this Agreement, the Company will be duly notified and declared;
12. The Client hereby represents that the purpose of their transaction with the Company is one or more of the following:
  - Speculative;
  - Hedging;
  - Investments;
  - Intraday Trading;
  - Manage Risk.

In the event where the purpose is other than the above, or at any stage during the course of this Agreement the purpose changes, the Client undertakes to notify the Company within 1 (one) Business Day of such change.

- (b) The Client shall be under an ongoing obligation to inform the Company if the Client's tax status changes.
- (c) If the Client is a contractor of a financial services firm or any other firm that has controls over the financial transactions in which its contractors deal, the Client will give the Company proper notice of this and of any restrictions that apply to the Clients' dealing.
- (d) The Client will not use the prices the Company makes available to the Client for any purpose other than for their own trading purposes, and the Client agrees not to redistribute the prices the Company makes available to the Client to any other person whether such redistribution be for commercial or other purposes.
- (e) The Client will use the services offered by the Company pursuant to this Agreement in good faith and, to this end, the Client will not use any electronic device, software, algorithm, or any trading strategy or any arbitrage practices (such as but not limited to latency abuse, price manipulation or time manipulation) that aims to manipulate or take unfair advantage of the way in which the Company makes available bid or offer prices. In addition, the Client agrees that using any device, software, algorithm, strategy, or practice in its dealings with the Company whereby the Client is not subject to any downside market risk will be evidence that the Client is taking unfair advantage of the Company.
- (f) If a situation arises that is not covered under this Agreement, the Company shall aim to resolve the matter and/or handle the situation on the basis of good faith, and where applicable, in accordance with market practice; in such a situation, the Client agrees to provide any information and/or documentation and/or do any such acts, as the Company may request on the basis of good faith, and where applicable in accordance with accepted market practices, in order to respond to such a situation.

## 12. Force Majeure

- (a) The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case the Company will, in due course, take reasonable steps to inform the Client. A Force Majeure Event includes without limitation:
1. any act, event or occurrence (including, without limitation, any national emergency, strike, riot or civil commotion, government actions, acts of terrorism, outbreak or threat of war or hostilities, act of god, earthquake, epidemic, accident, fire, flood, storm, breakdown, interruption or malfunction of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs, or any other international calamity, economic or political crisis, or natural disaster which, in the Company's reasonable opinion, prevents the Company from maintaining an orderly market in one or more of the instruments;
  2. the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event;
  3. Abnormal Market Conditions; or
  4. any event, act, or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default.
- (b) If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior written notice and at any time take any of the following steps:
1. increase Margin requirements; or
  2. close out any or all open positions at such prices as the Company considers in good faith to be appropriate; or
  3. suspend or freeze or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them; or
  4. take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients.
  5. increase Spreads;
  6. decrease Leverage.
- (c) Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Client Agreement where such failure, interruption or delay is due to a Force Majeure Event.

## 13. MISCELLANEOUS

- (a) The Company has the right to suspend the Client's Trading Account at any time for any good reason (including Abnormal Market Conditions) with or without written notice to the Client.
- (b) The Company reserves the right to suspend, close or unwind any transaction which has resulted from any misconfiguration, technical error or if the Company suspects any fraud, manipulation, arbitrage or other forms of deceitful or fraudulent activity in a client's account or multiple accounts with the Company or otherwise related or connected to the any and/or all transactions.

Under such circumstances the Company shall be entitled to withdraw any profits and charge any costs which it deems, in its sole discretion, to have been inappropriately gained and shall not be liable for the cancellation of any transaction or profits or in the event of any damages or losses which may result from the suspension, closure or unwinding.

- (c) In the event that a situation arises that is not covered under this Agreement, the Company will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- (d) No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or applicable law) by the Company shall constitute a waiver by the Company of or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under the Agreement or at law.
- (e) The rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by applicable law.
- (f) The Client accepts and understands that the Company's official language is the English language, and the Client should always read and refer to the Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English on the Company's local websites is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

#### 14. TERMINATION

- (a) Without prejudice to the Company's rights under this Agreement to terminate immediately without prior notice to the Client, a Party to this Agreement may terminate this Agreement by giving the other Party a written notice of such termination of thirty (30) days.
- (b) The Client understands and agrees that the Company may terminate this Agreement at any time, by means of written notice to that effect, if the Client is in repeated or serious breach of this Agreement, or the Company reasonably suspects that the information provided by the Client is false or misleading, or there is suspicion that the Client's account is used for illegal purposes, or the Client has behaved in an abusive or threatening manner towards the Company's employees, directors, officers, representatives, or if the Company believes that the Client has changed physical location without notifying the Company of such change, and the Company believes that the activities of the Client's accounts are no longer in accordance with the terms of this Agreement, and/or if the Client does not provide updated and true information and/or at the discretion of the Company;
- (c) In the event of insolvency and/or liquidation, the Client shall provide the Company with the relevant documentation so that the Company may act in accordance with instructions and/or take relevant action accordingly. The Client acknowledges that the Company will not be held responsible for any kind of losses and/or any charge/costs in the Client's accounts during the period of insolvency/liquidation.
- (d) Upon termination of this Agreement, the Company shall be entitled, without prior notice to the Client, to cease to grant the Client access to the Trading Platform.

- (e) Upon termination of this Agreement, all amounts payable by the Client to the Company shall become immediately due and payable including without limitation, all outstanding fees, charges, and/or commissions, any dealing expenses incurred by terminating this Agreement and/or charges incurred for transferring the Client's investments to any other investment firm, and/or 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.
- (f) Once notice of termination of this Agreement is sent or upon termination, the following shall apply:
  - 1. The Client will have an obligation to close all open positions. If Client fails to do so, upon termination, the Company will close any open positions at current quotes;
  - 2. The Company will be entitled to refuse to open new positions for the Client;
  - 3. The Company will be entitled to refuse to the Client to withdraw money from the Trading Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.
- (g) Upon Termination any or all the following may apply:
  - 1. The Company has the right to combine any Trading Accounts of the Client, to consolidate the balances in such Trading Accounts and to set off those balances with obligations of the Client towards the Company;
  - 2. The Company has the right to close the Trading Account(s);
  - 3. The Company has the right to convert any currency;
  - 4. The Company has the right to close out the Client's open positions at current quotes;
  - 5. In the absence of illegal activity or suspected illegal activity of the Client or instructions from the relevant authorities, if there is balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities of the Client towards the Company) pay such balance to the Client as soon as reasonably practicable and supply it with a statement showing how that balance was arrived at and, where appropriate, instruct any nominee or/and any custodian to also pay any applicable amounts. Such funds shall be delivered in accordance with the Client's instructions to the Company. 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.
- (h) The Company reserves the right at its absolute discretion to suspend the Client's account without notice, in case of any abuse, or several erroneous requests, or insufficient account funds or any action by the Client that may negatively impact the Company.

## 15. Personal Data & Recording

- (a) The Company may collect, use, store or otherwise process personal information/data provided by the Client in connection with the provision of the services, and the Company may be subject to relevant data protection laws as applicable from time to time. The Client understands and confirms having read the privacy policy of the Company, which is provided on the Website and during the account opening process.
- (b) The Client represents that where it provides to the Company personal data of any individual, the Client hereby undertakes and represents that such person, whose personal data is collected, stored, used and processed is in accordance with the provisions contained herewith and such

person has been informed of this fact, and has given their consent to such collection, storage, usage and processing of their personal data on the terms contained herein and that they have been informed of their rights in relation to their personal data which is held and processed in accordance with the terms contained herein. The Client acknowledges that the Company relies on the personal data provided in order for Company to carry out the obligations under applicable law and in accordance with this Agreement;

- (c) The Company is obliged to supply the Client, upon request, with a copy of personal data which it may hold about the Client (if any), provided that the Client pays the applicable expenses, if any, whilst taking into account the amount of time, expenses, and any disbursement incurred by the Company in order to do so.
- (d) The Client expressly consents to the Company transmitting the Client's information to any third parties which may require same in order to effectively implement the services or effectively execute any operation arising from this Agreement.
- (e) It is understood by the Parties that telephone conversations may be recorded. All instruction(s) and/or request(s) received by Company will be binding. Any recordings shall be and remain the sole property of the Company and will be accepted by the Client as conclusive evidence of such. The Client agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or governmental authority, if and when such need may arise. Such recordings may assist in evidence to identify and/or prove the existence of insider dealing and/or market manipulation and/or any other activity considered breach of applicable law.
- (f) The Client understands and agrees that all communications regarding the Client's account(s), including but not limited to order/requests/transfers may be recorded and the Client consents to such recordings and waives any right to the Company's use of such recordings in any legal proceedings and/or where Company deems appropriate. The copies of such recordings, trading history, and other electronic communications can be made available to the Client, upon written request.
- (g) The Company will keep all copies of records for a minimum period of (7) seven years.
- (h) The Client agrees to use the Company's official communication channels to communicate with the Company and that failure to do so, may result in holding the Client liable.
- (i) The Client accepts that the Company and/or the Company's third-party providers in the course of providing services and products and for the purposes of marketing, may from time to time, directly contact the Client by telephone and/or otherwise and the Client agrees to such communications and Client confirms that Client does not consider such communication(s) a breach of any of the Client's rights under any relevant data protection and/or privacy regulations. The Client may opt out of receiving such communications by sending the Company an e-mail at: [info@zcmarkets.com](mailto:info@zcmarkets.com).
- (j) The Client accepts that the Company, for the purpose of complying with applicable law, including but not limited to the Foreign Accounting Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS), shall have the right to request any information and/or documentation reasonably required, and the Client shall be obliged to provide the same to the Company immediately, or at least within reasonable time from date of request. The Client understands and confirms that the Company may be required to disclose information in relation to the Client's tax residency to relevant authorities, and that the Company may at times be obliged to report Derivative transactions to a recognized trade repository, where such information may be requested and may be recorded.

## 16. Confidentiality & Waiver

- (a) The information which the Company holds about the Client is confidential and shall not be used for any other purpose other than in connection with the provision of the services and products. Information of a confidential nature shall be treated as such provided that such information is not already in the public domain or in the legal possession of the Company and was not subject to an obligation of confidence or non-disclosure at the moment of its receipt by the Company. The Client understands and agrees that information of a confidential nature shall only be disclosed by the Company to any person, in the following circumstances:
1. In compliance with FATCA and CRS;
  2. Where required by applicable law or as requested by regulatory and/or enforcement authorities, courts and/or similar bodies which have jurisdiction over the Company;
  3. To investigate or prevent fraud or other illegal activity;
  4. To those members of the Company personnel who require information for the performance of their duties or to any third party in connection with the provision of services to the Client by the Company;
  5. At the Client's request or with the Client's consent;
  6. To the Company's consultants, lawyers, auditors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality;
  7. In any legal proceeding as between the Parties;

## 17. Default

- (a) The Parties understand and agree that each of the following constitutes, but is not limited to, an "Event of Default":
1. The failure of the Client to provide any initial Margin and/or hedged Margin, or other amount(s) as required for the performance and/or obligation(s) arising from this Agreement;
  2. The failure of the Client to perform any obligation(s) due to the Company;
  3. The initiation by a third party of proceedings for the Client's bankruptcy or winding-up or for the appointment of an administrator or receiver in respect of the Client or any of the Client's assets, or if the Client makes an arrangement with creditors or any procedure which is similar to any of the above is commenced in respect of the Client;
  4. Where any representation or warranty made by the Client is or becomes untrue;
  5. Where the Client is unable to pay the debts as they fall due;
  6. Where the Client becomes incapacitated or unable to carry out obligation(s) for whatsoever reason;
  7. Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action to protect its interest;
  8. The Client attempts and/or performs any of the actions which shall be determined by the Company as fraud, manipulation, deceitful activity in Client's account(s) as held by Company;
  9. The Client has carried out trading, which is excessive, without legitimate intent, to profit from market movements, which may be considered as market abuse, etc.
- (b) In an Event of Default, the Parties understand and agree that the Company reserves the right, and at any time without prior written notice to take one or more of the following steps:
1. Terminate this Agreement without any notice;
  2. Close out all or any of the Client's open positions at current quotes;



3. Debit the Client's Trading Account(s) for the amounts which are due to the Company;
4. Close any or all of the Client's Trading Account(s) held with the Company;
5. Refuse to open new Trading Account(s) for the Client;
6. Adjust the Client's Trading Account balance to remove illicit profit;
7. To take any other action which is reasonable and fair, in order to protect the interest and reputation of the Company.

## **18. Execution of Orders**

- (a) The Client shall not proceed in any action or inaction that might allow the irregular or unauthorized access or use of the Trading Platform and/or unauthorized access to the Client's Trading Account(s). If such event occurs, the Company reserves the right to suspend, terminate or limit the access to the Trading Platform if Company reasonably suspects or finds any reasonable valid ground of misuses, abuse and so forth of the trading system and/or the Client's Trading Account(s).
- (b) When using the Services, the Client shall not, by any act/omission do anything that will violate any terms and conditions in connection with the use of the Trading Platform or cause damage or malfunction to the Trading Platform or any system of the Company.
- (c) The Client is not permitted to publish, transmit, or otherwise reproduce information belonging to the Company, in whole or in part, in any format to any third party without the Company's written consent. The Client may not alter, obscure, or remove any copyright, trademark, or any other notices that are on the Trading Platform and the Website.
- (d) All trade requests are subject to size considerations, if the requested trade size is larger than the Company is able to fill at any particular moment due to market conditions, then the order may be executed partially or the entire trade or order may be rejected at the Company's sole discretion.
- (e) The Client understands, accepts and confirms that the trading history, which is available in the Trading Platform may be archived by the Company. Archived trading and non-trading history shall be accessible and/or downloadable at any time from the Trading Platform and may be made to Company by written request.
- (f) The Company confirms that all Client records and/or trading and non-trading activity, current and/or past and/or archived shall be maintained for at least seven (7) years after the termination of the business relationship with the Client and as per applicable law at any given time.
- (g) The Company reserves the right to suspend, close, cancel any transaction which has resulted from any misconfiguration, technical error, or if the Company suspects any fraud, manipulation, arbitrage, or other forms of deceitful or fraudulent activity on the Client's account(s) or otherwise related or connected to any and/or all transactions. In such event, the Company shall be entitled to withdraw any profits and charge any costs which it deems in its sole discretion to have been inappropriately gained and shall not be liable for the cancellation of any transaction or profits or in the event of any damages or losses which may result from the suspension, closure, or unwinding.
- (h) The Client agrees to keep confidential and not disclose any passwords, logins, access data to

any person, other than an individual who has been expressly authorized to act on the Client's behalf. The Client agrees to notify the Company in writing immediately if there is any ground or suspicion of unauthorized access to the Trading Platform or account(s) of the Client or if such information has been disclosed to any unauthorized person(s). The Company is not responsible for any losses that the Client may incur in case of theft, loss, or disclosure of its password to third parties or unauthorized use of the access data by third parties.

- (i) The Client agrees to co-operate with any investigation or enquiry that the Company may conduct into any misuse or reasonable suspicion of misuse of any access data or trading activities.
- (j) The Client agrees and accepts that Client shall be responsible and liable for all orders given through and under Client's access data and any such orders received by the Company shall be considered as received by Client. In case where a third person is assigned as an authorized representative to act on Client's behalf, the Client shall be responsible for all orders and/or instructions given through and under Client's representative.
- (k) The Client acknowledges that the Company bears no responsibility if unauthorized third persons have access to information, including electronic addresses, electronic communication and personal data, when these are transmitted, using the internet or other network communication facilities, post, telephone, or any other electronic means;
- (l) In the event that the Company suspects fraud, manipulation, swap-arbitrage or other forms of deceitful or fraudulent activity in a Client's account(s) with the Company or otherwise related or connected to the transaction(s), the Company reserves the right to decide at its absolute discretion, to close all open positions in the Client's Trading Account(s) and to deduct or add a penalty (equivalent to the swap and/or any profit amount) for all transactions currently and/or previously made in the account and/or annul all profits made as a result and decline from accepting further requests from the Client to be exempted from any swaps and/or terminate this agreement with the Client.
- (m) The Company is hereby authorized at any time, without prior notice to the Client, to transfer between any account(s) of the Client held by the Company, or any exchange member through which the Company clears the client's transactions, such excess funds and/or financial instruments of the Client as in the Company's sole discretion and judgement may be required for Margin in any other accounts or to reduce or satisfy any debit balance in other accounts, provided such transfer comply with applicable law. The Company will confirm any transfer in writing to the Client within a reasonable time.
- (n) Subject to the terms of this Agreement, the Client places the orders via the Trading Platform, whereby the order's acceptance or rejection will be indicated thereon. The Client should contact the Company if Client is not sure whether the order has been accepted or whether a trade has been effected.
- (o) It is the Client's responsibility to ensure they understand the effect of an order placed with the Company on open positions and whether such order increases or reduces the Client's exposure under an existing position or whether the Client is opening a new position or closing an existing position. In case the Company has accepted an order placed, the Company will do on a "first in first out" basis depending on the sequence in which the orders are placed by Client and accepted by Company.

- (p) The Client understands that Client may only open or close a position during the trading hours of the market of the underlying financial instrument and subject to the relevant market being available by the Company for trading and any trading limits and any minimum/maximum trade sizes which the Company may impose in accordance with this Agreement and order execution policy and/or trading conditions. The Client understands that orders cannot be placed outside of the trading hours in which the relevant market is open for trading, unless the Company advises the Client otherwise and based on the terms and condition that Company may require for such purpose.
- (q) The Client may view the Trading Account(s), Equity and Margin level on the Trading Platform. The Client understands that it is responsible for reviewing trade confirmations as well as cash position, Equity and Margin levels, ensuring correctness and determining at its own discretion the actions that will be taken. The Company, at the Client's request may provide the Client with clarifications as may be reasonably be required explaining any trade confirmation, cash position, Equity and/or Margin level.
- (r) The Client will not use the Trading Platform or the Website to facilitate illegal financial activity or any other illegal transaction(s).

#### **19. Cancellation & Modification Requests**

- (a) The Client acknowledges that it may not be possible to cancel or modify an order. The Client understands and agrees that if an order cannot be cancelled or modified, the Client is bound by the execution of the original order and cannot hold the Company liable in such event.
- (b) The Client furthermore understands and acknowledges that attempts to modify or cancel and replace an order can result in an over-execution of the order, or the execution of duplicate orders, that the Company's systems do not prevent over-execution on duplicate orders and that the Client shall be responsible for all such executions.
- (c) The Client agrees not to assume that any order(s) has been executed or cancelled until the Client has received confirmation from the Company with regard to order execution.
- (d) The Client is responsible for the Trading Account(s) and to know the status of its pending orders before entering into any other additional orders. The Client agrees to contact the Company in the event the Client is unclear on the status of order(s).
- (e) The Client agrees to regularly review the Account Statement and to be informed of the status of the account(s) and/or client's orders.

#### **20. Settlement Date Offset Instructions**

- (a) The Client agrees to provide the Company with offset instructions on positions that are open prior to settlement date, i.e., at least 1 (one) Business Day prior to the settlement or value day. Alternatively, sufficient funds to take delivery or the delivery documents must be in possession of the Company within the same period described.
- (b) If neither instructions, funds nor documents are received, the Company, may without notice, either offset the Client's position or roll the Client's positions into the next settlement time period or make or receive delivery on behalf of Client upon such terms and by such methods deemed reasonable by the Company in its sole discretion.

## 21. Currency Fluctuation Risk

- (a) In the event that the Client instructs the Company to enter into any foreign exchange transaction(s), any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the Client's account and risk, and all initial and subsequent deposits for Margin purposes shall be made in United States Dollars, or another currency which Company may accept, in such amounts as Company may require, with subsequent deposits being in the same currency as the initial deposit and the Company is authorized to convert funds in the Client's account for Margin into and from such foreign currency at a rate of exchange determined by the Company in its sole discretion on the basis of the prevailing money market rates.

## 22. DISPUTE RESOLUTION

- (a) The Parties agree that they will aim to resolve any dispute that may occur as between themselves, in relation to the Agreement, any transaction(s), calculation(s) of payments, and any other action(s) through amicable negotiation.
- (b) If any conflict situation arises, the Client has the right to lodge the written complaint with the Company as soon as reasonably practicable following the occurrence of such event.
- (c) The Client should follow the procedure set out in the Complaints Handling Policy as provided on the Website.
- (d) The Client should file the complaint and send a description and the date of occurrence along with any supporting documentation to the following email address: [compliance@zcmarkets.com](mailto:compliance@zcmarkets.com).
- (e) The Company has the right to dismiss/reject the complaint in case such complaint does not comply with the requirements set within the Complaints Handling Policy.
- (f) It is agreed between the Parties that disputes not mentioned in the Agreement and/or the Complaint Handling Policy may be resolved in accordance with the common market practice and at the sole discretion of the Company.
- (g) As a general rule, the complaint should contain minimum information such as full particulars of the Client, Trading Account number, date and time of the dispute, brief description of the dispute, the Client's proposed solution, the amount of the claim and calculation if of monetary value, the circumstances which led to the dispute including any evidence to be included.
- (h) The Client understands that the Company reserves the right to study the claim, and to respond to the dispute/complaint by requesting additional documentation and information from the Client, if so required. The Client understands that the server of the Company and the logs kept serve as main basis of evidence and hold substantial value. The Company is not responsible for incomplete transactions, and does not indemnify financial damage or emotional distress suffered by the Client in connection with the loss of profit and/or monies deposited.
- (i) The Company shall not be liable to the Client in regard to any indirect, consequential or non-financial damage.

**23. Risk of loss**

- (a)** All transactions effected from the Client's accounts and all fluctuations in the market prices of financial instruments carried in the Client's accounts are at the Client's sole risk and the Client is liable under all circumstances and at any given time. By accepting this Agreement and continuing to maintain the business relationship with the Company, the Client warrants that the Client is willing and financially able to sustain any such losses that may occur.
- (b)** The Company is not responsible for the obligations of the Client transaction(s), nor is the Company responsible for delays in transmission, delivery, or execution of the Client's order(s)/request(s) due to malfunctions of communication facilities or other causes outside the control of the Company. The Company shall not be liable to the Client for the loss of any Margin deposits which is the direct or indirect result of the bankruptcy, insolvency, liquidation, receivership, custodianship, or assignment for the benefit of any bank, clearing broker, exchange, clearing organization or similar entity.
- (c)** The Client understands and agrees that the risk of loss in trading in financial instruments including but not limited to stocks, options, futures, forex, foreign equities, bonds, contract for differences can be substantial. Trading in financial instruments, specifically when trading CFDs, involves a high degree of risk, including but not limited to market and counterparty risks and are not suitable for all investors, and the loss the Client may suffer may be greater than the initial investment.
- (d)** The Client understands and accepts that transactions on markets in other jurisdictions, including markets linked to a domestic market, may expose the Client to additional risks. Such markets may be subject to regulation which may offer different or diminished investor protection. The Client should enquire as to any rules relevant to particular transaction(s).
- (e)** The Client understands that most of the electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration and/or clearing of trades. Facilities and systems may be vulnerable to temporary disruption or failure. The Client's 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.
- (f)** The Client acknowledges and confirms that the Client is aware of all risks that may arise in the event of adverse movements of a currency and/or pair of currencies. The Company warns the Client of the high risks involved in trading wherein the Client can sustain losses and/or damages to some or all of the capital invested. All transactions effected are at the Client's sole risk and the Client is liable under any given circumstances. The Client confirms and holds the Company harmless against any and all liability which may arise from any delay in transmission, delivery or execution of requests, Force Majeure Events, malfunctions of communications facilities or other causes.
- (g)** The Client understands and confirms having read the risk statement available on the Company website, and to regularly review the Website and/or Trading Platform notices and/or Client's communication channels for any changes, updates and/or notifications.

## **24. Risk Acknowledgement**

- (a)** The Client understands and acknowledges that investments in leveraged foreign exchange transactions, CFDs, and financial instruments are speculative, involve a high degree of risk and are appropriate only for Clients who can assume the risk of loss of their Margin deposit and/or all funds invested. The Client understands that price changes in foreign exchange contracts trading may result in the loss of all or part of funds. The Client warrants that it is willing and able, financially and/or otherwise to assume the risk of trading, and in consideration of the Company opening the Client's account(s), the Client agrees not to hold the Company liable for losses incurred through the Client's trading or through the Client following any sort of trading recommendation or suggestion of the Company's employees, agents or representatives.
- (b)** The Client acknowledges that it has received no guarantees from the Company or from any of the Company's employees, directors, officers, representatives or any introducer or entity when opening the Trading Account and has not entered into this Agreement in consideration of or in reliance upon any such guarantees or similar representations.

## **25. Website Usage**

- (a)** The Client understands and agrees that the Website provides Clients with information and the Client understands that the Company aims to provide the appropriate and up-to-date information on the Website. However, this is not guaranteed at all times and the Client is warned to proceed with caution prior to any decision and trading activity, and to seek independent professional advice if so required.
- (b)** The Client understands that at all times the Client should rely on the transaction confirmations and statements as the official records of the Client's Trading Account(s).
- (c)** The Client understands that information, which may include market data, news, research, financial analysis, commentary or tools, is for information only purposes and is not an advice or recommendation or solicitation. The information provided on the Website is not customized for the Client and the Client must make its own investment decisions.
- (d)** The Website may also include hyperlink(s) to third-party websites and the Company is not responsible for the information or content provided by such third-party websites. Any market data, news and other information available to the Client through the Website or third-party link, is for Client's use only, and should not be retransmitted or republished in any form without the written consent of the Company.
- (e)** Products and/or services, as well as associated fees, charges, interest rates, and balance requirements may differ among geographical locations. Not all products and services are offered at all locations. The Client agrees that Client will not engage in activities related to the Website which are contrary to applicable law or the terms of any agreement the Client has with Company.
- (f)** Market commentary, news, or other information is subject to change and may be withdrawn at any time without notice.

**26. Affiliates**

- (a) The Client, if and when introduced to the Company through an affiliate, acknowledges and confirms that the Company is not responsible for the conduct and/or representations of the affiliate or its associated persons while representing the Client to the Company.
- (b) The Client agrees to waive any claims against the Company and to indemnify and hold the Company harmless from any actions and/or omissions of any affiliates and/or associated persons/entities. The Client acknowledges and confirms that the Company does not bear any responsibility for any agreement(s) reached between the Client and/or any affiliates. The Client confirms the understanding that the affiliates act independently or as agent of the Client and that such affiliates are not authorized to make representations related to the Company or its services or to act on behalf of the Company.
- (c) The Client agrees that the Company reserves the right to provide the Client's affiliates and associated persons with information related to the transactions of the Clients accounts, and Client confirms that additional costs, including but not limited to increased Spreads, commission, fees mark up, mark down, etc. may be applicable in cases where the Client is introduced to the Company via affiliate and/or associated person/entity. The Client acknowledges and confirms that the Company is acting as principal, and the Client's affiliate, if any, may be provided with a "view only" access to one or more terminals, including terminal access through internet browser, to electronically monitor the activities of the Clients accounts as introduced by the affiliates to the Company.

**27. Governing Law & Jurisdiction**

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Republic of Mauritius.
- (b) In the event of a dispute arising out of this Agreement, the Client irrevocably agrees that the Parties shall first seek settlement of that dispute with the Company pursuant to the procedure described in clause 22 above. In the event no settlement of the dispute is attempted, or if the procedure in clause 22 above is attempted and no settlement is reached within [to insert number] Business Days of the commencement of the settlement, or such further period as the Parties shall agree in writing, such dispute shall be settled by arbitration in accordance with the Arbitration Rules of the Mauritius International Arbitration Centre. An arbitral award shall be final, binding and conclusive on the Parties. The number of arbitrators shall be [1/3 (one/three)]. The seat of the arbitration shall be Mauritius.

**28. Severability**

- (a) This Agreement and any attachments, terms and conditions, statements, and confirmation constitute the entire agreement between the Parties with respect to the subject matter hereof;
- (b) If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such provision shall be deemed modified, or if necessary, rescinded in order to comply with relevant court order, or regulatory body. The validity of the remaining provisions and conditions shall not be affected, and this Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained herein.

**29. Binding Effect**

- (a)** This Agreement shall be continuous and shall cover all Trading Account(s) of the Client at any time opened or reopened with the Company irrespective of any changes at any time in the personnel of the Company or its successors, assigns, or affiliates;
- (b)** This Agreement including all authorizations shall inure to the benefit of the Company, its successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon the Client or the estate, executor, trustees, administrators, legal representatives, successors and assigns of the Client.