



# CLIENT AGREEMENT

TERMS & CONDITIONS FOR FOREX AND CFDs

March 2022

The “General Terms & Conditions” govern the business relationship between you as a Client and the Company, and all the actions that relate to the execution of your trades.

# BDS LTD

## 1. INTRODUCTION

BDS LTD (hereinafter “the Company” or “We” or “Us”) is Company incorporated on the 3<sup>rd</sup> of December 2018 in the Republic of Seychelles under the International Business Companies Act 2016, with company number 8424660-1, is authorized and regulated by the Financial Services Authority (the “FSA”) with licence no. SD047, registered address at Suite 3, Global Village, Jivan’s Complex, Mont Fleuri, Mahe, Seychelles. The Company operates through the website [global.bdswiss.com](http://global.bdswiss.com) (hereinafter “the Website”).

## 2. ACKNOWLEDGEMENT

2.1. This Agreement is entered by and between BDS LTD on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Procedure and has been accepted by the Company as a Client (hereafter the “Client” or “you”) on the other part, collectively referred to as “the Parties”. The main business of the Company is the provision of investment services via an online trading platform for trading in Contracts for Difference (the “Trading Platform”). When we refer to “you” and “your” we mean a registered user of the Trading Platform or a visitor to the Website. The Client acknowledges that he/she read, understood and accepted the General Terms & Conditions without modifications, as amended from time to time, which forms part of the Client Agreement(s).

2.2. By accepting the General Terms & Conditions, which forms part of the Client Agreement(s), the Client enters into a binding legal agreement with the Company.

2.3 The Services are available to and may only be used by individuals or companies who can form legally binding contracts under the law applicable to their country of residence.

Without limiting the foregoing, our Services and/or the use of the Company’s electronic system(s) and/or Trading Platform are not available to any person who:

- a) Is under the age of 18 or otherwise under legal age (“Minors”) in their jurisdiction;
- b) Is not of legal competence or of sound mind;
- c) Is a citizen or resident of the countries which the Company does not accept or is prohibited to accept Clients from; or
- d) Is an employee, director, associate, agent, affiliate, relative or otherwise connected to the Company or any affiliate thereto.

Without derogating from the above, the Company reserves the right, acting reasonably, to suspend and/or refuse access to and use of the Company’s service(s) and/or electronic system(s) and/or Trading Platform to anyone in our sole and absolute discretion.

2.3.1 Shall any of the cases described in 2.3 a or 2.3.b apply, the Company will refund the full deposited amount back to the source, whereby the amount will not be affected by any losses or profits resulting from the trading will be fore fit

2.4. After the Client completes the online Account Opening Procedure and submits all the required identification documentation, the Company will send him/her a notice informing him/her whether (s)he has been accepted as a Client of the Company. It is understood that the Company is not to be required (and may be unable under Applicable

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Regulations) to accept the Client as its customer, and hence open an account for him/her or accept any funds from the Client, until all documentation it requires has been received by the Company, properly and fully completed by the Client and all internal Company checks (including without limitation anti-money laundering, terrorist financing, and fraud checks) have been duly satisfied.

2.5. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries. The Agreement will take effect and commence upon the receipt by the Client of the notice sent by the Company informing the Client that (s)he has been accepted as the Company's Client.

2.6. Physical signature of this Agreement is not required.

2.7. Payment transactions are managed by BDS Markets a Mauritius registered company with registration number 143350 licensed by the Financial Services Commission in Mauritius with license number C116016172.

2.8. The Client acknowledges that the Company's official language is the English Language.

2.9. We reserve the right to amend the Client Agreement from time to time, especially when required by legislative or regulatory requirements or a change in our internal policy. You will be notified of the amendment to the Client Agreement either through an informative email or by an electronic notification message on the Trading Platform. Following such a notification, you are free to accept the amendment in the Client Agreement and continue using the Trading Platform and our Services or reject the amendment and discontinue using our Trading Platform. Where you reject the amendment, we will terminate the Client Agreement in accordance with Section 26. Your continued use of the Trading Platform will constitute acceptance of the amendment. Any amendment to the Client Agreement shall apply to all of your Positions and Orders from the time specified in our informative email and/or electronic notification message. Any amendments shall enter into force one (1) month after publishing the updated Terms and Conditions on our website.

## 3. SCOPE OF THE GENERAL TERMS & CONDITIONS

3.1. These General Terms & Conditions govern all the actions that relate to the execution of the Client's orders with the Company.

3.2. The General Terms & Conditions are non-negotiable and override any other agreements, arrangements, express or implied statements made by the Company unless the Company, in its sole discretion, determines that the context requires otherwise.

## 4. DEFINITIONS AND INTERPRETATIONS

4.1. Unless indicated to the contrary, the Terms stated below shall have the following meanings and may be used in the singular or plural as appropriate.

**"Account Opening Procedure"** means the online procedure followed by the Client in order to open a trading account with the Company.

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**“Access Codes”** means the username and password provided by the Company to the Client for accessing his Trading Account through the Company’s electronic systems.

**“Applicable Regulations”** shall mean the necessary rules and regulations as applicable under the laws of the Republic of Seychelles.

**“Ask Price”** means the price at which the Company is willing to sell a CFD.

**“Balance”** means the funds available in a trading account that may be used for trading financial instruments.

**“Best Execution”** means the Company takes all reasonable steps to obtain the best possible results for its Clients.

**“Bid Price”** means the price at which the Company is willing to buy a CFD.

**“Business Day”** means any day, other than Saturday or Sunday, or a public holiday in the Republic of Seychelles or any other holiday to be announced by the Company on its Website.

**“Buy”** means a Transaction in FX or CFD that is opened by offering to buy a specific number of a certain Underlying Asset, also known as “Long Position”.

**“Client”** means a natural or legal person, accepted by the Company as its Client to whom services will be provided by the Company under the Terms;

**“Client Agreement”** shall mean the agreement entered into between a Client and the Company including these General Terms and Conditions and the following documents found on the Website under section “Legal” as well as any information (legal or otherwise) posted on the Website, as may be amended by the Company from time to time;

**“Client Funds”** means money deposited by the Client in his/her Trading Account, 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.

**“Collateral”** means any securities or other assets deposited with the Company’s Execution Venue.

**“Company”** means BDS Ltd, a Company incorporated on 3<sup>th</sup> day of December 2018 in the Republic of Seychelles under the International Business Companies Act 2016, with registration number 8424660-1.

**“Company’s Website”** means [global.bdswiss.com](http://global.bdswiss.com) or any other website that may be the Company’s website from time to time

**“Closed Position”** means the opposite of an Open Position.

**“Close at Loss”** shall mean an offer to close a Transaction in an FX and CFD position at a price determined in advance by you which, in the case of a Buy is lower than the opening Transaction price and in the case of a Sell is higher than the opening Transaction price.

**“Close at Profit”** shall mean offer to close a Transaction in an FX and CFD position at a price determined in advance by

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you which, in the case of a Buy is higher than the opening Transaction price and in the case of a Sell is lower than the opening Transaction price.

**“Contract for Difference (CFD)”** means any CFD on spot foreign exchange (“FX”), whether oral or written, for the purchase or sale of any commodity, security, currency or other financial instruments or property, including any derivative contracts such as options, futures, shares, or any other CFD related financial instrument that is available for trading through the Company’s trading platform(s); a full list of the financial instruments is available online at the Website.

**“Common Reporting Standard (CRS)”** shall mean an information standard for the automatic exchange of tax and financial information on a global level, which the Organisation for Economic Co-operation and Development (OECD) developed in 2014. Its purpose is to combat tax evasion.

**“Corporate Action(s)”** means any activity that results in material change to an organization and impacts its stakeholders. It includes, without limitation, dividends, rights issues, stock splits, reverse stock splits, mergers, acquisitions, spin-offs, liquidation, bankruptcy, bonus issues, buy back and other activities of similar import.

**“Cryptocurrencies”** shall mean digital or virtual currency that uses cryptography for security.

**“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.

**“Declared Price”** means the price that the client requested for either instant execution or pending order.

**“Difference”** means the difference in price upon the opening of a transaction and the closing of such Transaction.

**“Inactive/Dormant Account”** means when a client with any trading account(s) held with the Company under any of its brands has not:

- Placed a trade;
- Opened or closed positions; and/or
- Made a deposit into the client’s trading account, for a period of **90 (ninety) days** and more, shall be classified by the Company as an Inactive Account (“Inactive Account”). An account, with credit balance, is considered to be dormant if during 6-months period no transactions have been carried out in relation to the account by or on the instructions of the holder of the account.

**“Equity”** means the balance plus or minus any profit or loss that derives from any open positions.

**“Execution”** means the execution/completion of client’s orders on the Company’s trading platform, where the Company acts as the Execution Venue to Client’s transactions;

**“Execution Venue”** the counterparty for transactions and holder of the Clients securities or other assets deposited.

**“FATCA”** means the United States federal law “Foreign Account Tax Compliance Act”.

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**“FX Contract or FX”** means the type of CFD where the Underlying Asset is a Currency Paid. Hence any mention to CFDs in general or risk warnings about CFDs in this Agreement also cover FX contracts. Although FX contracts are included in the definition of CFDs they may be mentioned separately in this Agreement and/or on the Website.

**“Floating Profit/Loss”** shall mean the unrealized profit/loss of open positions at current prices of the Underlying Assets;

**“Free Margin”** means the funds that are available for opening a position, It is calculated as: *Free Margin= Equity - Margin.*

**“Initial Margin”** means the minimum amount of money required in your Trading Account in order to open a Transaction, as specified on the Trading Platform from time to time for each specific Underlying Asset.

**“Manifest Error”** shall mean any error that we reasonably believe to be obvious or palpable, including without limitation, offers to execute Transactions for exaggerated volumes of Underlying Assets or at manifestly incorrect market price quotes or prices at a clear loss.

**“Margin”** means the required funds available in a Trading Account for the purposed of opening and maintaining an Open Position.

**“Margin Call”** when the Margin posted in the margin account is below the minimum margin requirement, the Company’s Execution Venue issues a Margin Call and in this case the Client will have to either increase the Margin that he/she has deposited or to close out his/her position(s). If the Client does not do any of the, the Execution Venue shall have the right to close the positions of the Client.

**“Margin Level”** means the percentage of Equity to Margin ratio. It is calculated as: *Margin Level = Equity/Necessary Margin*

**“Market Order”** means Orders which are executed at the best available market price.

**“Market Rules”** means 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 a Contract any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it.

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

**“Open Position”** means any long or short position that has not been closed.

**“Orders”** means any trading transactions executed on the Company’s trading platform(s) by the Client.

**“Over the counter (OTC)”** means any Contract concerning a commodity, security, currency or other financial instrument or property which is not traded on a regulated stock or commodity exchange but “over the counter”.

**“Security”** means any securities or other assets deposited with the execution venue.

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**“Sell”** mean an FX and CFD Transaction that is opened by offering to sell a specific number of a certain Underlying Asset; also known as “short position”.

**“Services”** means the services to be provided by the Company to the Client and are governed by these Terms and Conditions.

**“Spread”** means the difference between the Ask Price and the Bid Price of an Underlying Asset at the same moment.

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

**“Terms”** mean these Terms of business governing all the actions that relate to the execution of your trades.

**“Trade Confirmation”** means a notification from the Company’s trading platform to the Client confirming the Client’s entry into a Contract.

**“Transaction”** means the opening or closing of an offer to either buy or sell an FX and CFD for an Underlying Asset on the Trading Platform, whether by you or us.

**“Trading Platform”** means any online trading platform made available to the Client by the Company for placing orders, requesting quotes for trades, receiving price information and market related news as well as having a real-time revaluation of the open positions, through the Internet;

**“Trading Account”** means a personalized trading account that the Client holds with the Company, designated with a unique account number and used for the purposes of trading with the Company;

**“Underlying Asset”** means the financial instrument (e.g., stock, futures, commodity, currency, index) on which a derivative's price is based.

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

**“US Reportable Persons”** – In accordance to FATCA, US Reportable persons are:

- a) A US citizen (including dual citizen)
- b) A US resident alien for tax purposes
- c) A domestic partnership
- d) A domestic corporation
- e) Any estate other than a foreign estate
- f) Any trust if:
  - A court within the United States is able to exercise primary supervision over the administration of the trust
  - One or more United States persons have the authority to control all substantial decisions of the trust
  - Any other person that is not a foreign person.

## 5. ADMINISTRATION AND MARKETING

5.1. You accept that the Company may, for the purpose of administering the terms of the Agreement, from time to

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time, make direct contact with you by telephone, fax, email, or post.

5.2. You accept that the Company or any affiliate of the Company or any other company in the same group of the Company may make contact with you, from time to time, by telephone, fax, email or post for marketing purposes to bring to your attention products or services that may be of interest to you or to conduct market research.

## 6. ADVICE AND COMMENTARY

6.1. The Company will not advise the Client about the merits of a particular Order or give him/her any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Underlying Assets. The Client alone will decide how to handle his/her Trading Account and place Orders and take relevant decisions based on his/her own judgment.

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

6.3. The Company may, from time to time and at its discretion, provide the Client with information, news, market commentary or other information but not as part of its Services to the Client.

Where it does so:

- a) The Company will not be responsible for such information;
- b) The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction;
- c) This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
- d) If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons;
- e) The Client accepts that prior to dispatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

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

## 7. INTERNET AND ELECTRONIC TRADING

7.1. The Client acknowledges the electronic nature of the Services and the inherent risk that communications by electronic means may not reach their intended destination or may do so much later than intended for reasons outside the Company's control.

7.2. Since the Company does not control signal power, its reception or routing via Internet or any other means of electronic communication, configuration of Client's equipment or reliability of its connection, the Company shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, caused directly or indirectly, by



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any breakdown or failure of any transmission or communication system or computer facility belonging to the Company.

7.3. The Client is obliged to keep all login and/or Access Codes information secret and ensure that third parties do not obtain access to the trading facilities. The Client will be held responsible for transactions executed by means of the Client's password even if such transactions were not executed by the Client.

7.4. Unless otherwise indicated or agreed any prices shown on the Company's Trading Platform are indicative at the time shown based on data that is subject to constant change. The execution price is that which is confirmed to the Client on the Trade Confirmation issued (whether on screen or otherwise) after the Client order is executed, although this price may in certain cases differ from the price appearing on the screen at the time the order was placed. In the event that an erroneous price is used as the basis of any transaction the Execution Venue reserves the right to amend or revoke the details of the transaction(s) in question.

7.5. The limit order functionality of the Trading Platform will be subject to the Internet service remaining available over the period in which the limit order is outstanding, and will be subject to size limits input by the Execution Venue's dealer(s) remaining in excess of the Client's order size and such dealer's position limits and/or any other limits determined by the Execution Venue to be applicable to the Client (whether or not disclosed to the Client) still being able to facilitate the order at the time the limit price is reached.

7.6. The identification or use of any third party products, services or websites is not an endorsement by the Company of such services, products or websites. The Company accepts no responsibility or liability of any kind in respect of any materials on any website which is not under the Company's direct control.

## 8. GENERAL RULES OF TRADING

8.1. All Orders placed by the Client shall be transmitted for execution to another party (Liquidity Provider) hence the Company shall not be executing your Orders as counterparty in the Transaction against you.

8.2. You acknowledge and agree that each Transaction conducted on the Trading Platform, including the placing of an Order, is comprised of first, an offer by you to us to complete a Transaction (whether such offer is to open a Transaction or close an open Transaction) at a certain price quoted on the Trading Platform, and our subsequent acceptance of your offer. A Transaction will be deemed to have been completed only when your offer has been received and accepted by us. Our acceptance of an offer will be evidenced by our confirmation of its terms to you and its completion.

8.3. We will be under no obligation to, but may in our absolute discretion, provide quotes for, or accept, execute or cancel, all or any part of a Transaction that you have requested through the Trading Platform without giving any reason. You may request to cancel or amend a Transaction at any time prior to our completing such a Transaction. We shall be entitled, but not obliged, to accept such a request in our sole discretion.

8.4. We reserve the right to void from the outset any Transaction containing or based on any Manifest Error. In the absence of our fraud or wilful default, we will not be liable to you for any loss, cost, claim, demand or expense following any Manifest Error.

8.5. You acknowledge that all prices and quotes shown on the Trading Platform are indicative only of actual

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trading prices in normal market size and are subject to constant change. The Company provides quotes by taking into account the Underlying Asset price, but this does not mean that these quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the quotes provided by the Company will reflect what the Company thinks to be the current Bid and Ask price of the relevant Underlying Asset at that time.

8.6. You shall comply with any restrictions that we notify to you from time to time with respect to your activities on the Trading Platform, including without limitation, the size of Transactions or other conditions that may apply to our quote. You acknowledge that we may offer to and impose on each user, in our sole discretion, different terms and restrictions with respect to their use of the Trading Platform.

8.7. You acknowledge that the Trading Platform is independent of any Underlying Markets and we are under no obligation to quote a particular price or follow the trading rules consistent with such Underlying Markets. You further acknowledge that the triggering of your Transaction is linked to the prices we quote on the Trading Platform, not the prices quoted on the relevant Underlying Markets. In determining whether the prices quoted on the Trading Platform reach or exceed the price accepted by us in a Transaction, we will be entitled (but not obliged), in our absolute discretion, to disregard any prices quoted by us during any pre-market, post-market or intra-day auction periods in the relevant Underlying Markets, during any intra-day or other period of suspension in the relevant Underlying Markets, or during any other period that in our reasonable opinion may give rise to short-term price spikes or other distortions. Our prices may differ from the current prices on the relevant Underlying Markets and you acknowledge that a Transaction may be triggered even though:

(a) An Underlying Market never traded at the level of your Transaction; or

(b) The Underlying Market did trade at the level of your Transaction but for such a short period that it would have been impractical to execute an equivalent transaction on the Underlying Markets.

8.8. When you complete a Transaction on the Trading Platform, you agree that you are not dealing on a recognized exchange.

8.9. You acknowledge that any prices quoted on the Trading Platform are set by the Liquidity Provider in its reasonable discretion, taking into account a variety of factors including prevailing market conditions and trading demand on the Trading Platform. You undertake and agree not to use the prices quoted on the Trading Platform for any purpose other than for your own trading purpose, and you agree not to redistribute our prices to any other person whether such redistribution is for commercial or other purposes.

8.10. You acknowledge that each Transaction is made for a specified number of units that constitute the Underlying Asset. You may only complete Transactions on the Trading Platform for the minimum number of units as set forth on the Trading Platform as the "Unit Amount", and in multiples of such "Unit Amount" up until the maximum amount permitted by the Trading Platform. You acknowledge and agree that we may set, in our sole and absolute discretion, the "Unit Amount" for each Underlying Asset.

8.11. Each Transaction opened by you, and any Transaction completed, will be binding on you notwithstanding that by opening the Transaction you may have exceeded any credit or other limit applicable to you or in respect of your dealings with us.

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8.12. Subject to Paragraph 8.15 you may request a quote to open or close a Transaction for a particular Underlying Asset, at any time during the Trading Hours for such Underlying Asset. We will be under no obligation to but may, in our absolute discretion, provide a quote and accept and act on your offer to open or close a Transaction for an Underlying Asset outside of the Trading Hours of such Underlying Asset. In some cases Transactions may only be traded during the time when the relevant Underlying Market where the Underlying Asset traded is open. Trading Hours are displayed on the Trading Platform under the details link for each specific Underlying Asset. It is your responsibility to ensure you are aware of which Underlying Asset may be affected.

8.13. Without prejudice to any of our right hereunder, if, prior to the acceptance of your offer to open or close a Transaction, we become aware that any of the factors set out in Paragraph 8.14 have not been met, we reserve the right to reject your offer outright. If we have, nevertheless, already opened or closed a Transaction prior to becoming aware that a factor set out in Paragraph 8.14 has not been met, we may, in our absolute discretion, either treat such a Transaction as void from the outset or close it at our then prevailing price. However, we may, in our absolute discretion, allow you to open or, as the case may be, close the Transaction in which case you will be bound by the opening or closure of such Transaction, notwithstanding that the factors in Paragraph 8.14 were not satisfied.

8.14. The factors referred to in Paragraph 8.13 include the following:

- (a) the quote must be obtained via the Trading Platform or by such other means as we may from time to time notify you;
- (b) your offer to open or close the Transaction must be given while the quote is still valid;
- (c) the quote must not contain a Manifest Error;
- (d) when you offer to open a Transaction, the number of units in respect of which the Transaction is to be opened must be neither smaller than the minimum unit amount specified on the Trading Platform for the Instrument, as applicable, from time to time, nor greater than the amount permitted in accordance with the terms of this Agreement;
- (e) when you offer to close part but not all of an open Transaction both the part of the Transaction that you offer to close and the part that would remain open if we accepted your offer must not be smaller than the minimum unit amount specified on the Trading Platform;
- (f) Force Majeure Event must not have occurred when you offer to open or close a Transaction;
- (g) an Event of Default must not have occurred in respect of you,
- (h) when you offer to open any Transaction, the opening of the Transaction must not result in your exceeding any initial or maintenance margin amount, credit or other limit placed on your dealings;
- (i) subject to Paragraph 8.12, your offer must be given to us during the Trading Hours for the applicable Underlying Asset in respect of which you offer to open or close the Transaction;
- (j) the internet connection or communications are not disrupted
- (k) there is no request of regulatory or supervisory authorities of Seychelles or a court order to the contrary;
- (l) the legality or genuineness of the Order is under not under doubt;
- (m) there are Normal Market Conditions; and
- (n) any other reasonable factor that we, in our sole discretion, notify you from time to time.

8.15. If, before your offer to open or close a Transaction is accepted by us, our quote moves to your advantage (for example, if the price goes down as you buy or the price goes up as you sell) you agree that we can (but do not have to) pass such price improvement on to you. The effect of such action being that the level at which you offer to open or close a Transaction will, upon acceptance by us, be altered to the more favorable price. You acknowledge that it is

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in your best interests for us to alter the level of your offer in the manner contemplated in this Paragraph and you agree that any offer altered in accordance with this Paragraph, once accepted by us, results in a fully binding agreement between us. Without derogating from the foregoing, you acknowledge that it is within our complete discretion as to when we will pass on a price improvement to you. You should also note that we will only pass on a price improvement within allowable limits.

8.16. Use of any robots, spiders or other automated data entry system with the Trading Platform is expressly prohibited. All Transactions must be completed manually by you. Any Transaction completed through such use of an automatic data entry system shall be null and void. Upon a breach of this Paragraph 8.16, we may immediately close all or any of your accounts held with us of whatever nature, terminate the Client Agreement(s) without notice and refuse to enter into further Transactions with you. Furthermore, any monies held in your Trading Account shall be frozen and we shall be entitled to deduct any amounts from your Trading Account in order to set off any loss, damages or expenses incurred as a result of a breach of this Paragraph. Any remaining monies in your Trading Account will be returned to you in accordance to this Client Agreement.

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

8.18. Insolvency. If a Company, whose Underlying Asset forms the FX and CFD goes into insolvency or is otherwise dissolved, we shall close any such of your open Transactions in FX and CFD of that Underlying Asset. The closing date shall be the date of insolvency.

8.19. Abusive Trading.

8.19.1. If the Company reasonably suspects that the Client performed abusive trading such as, but not limited to, pip-hunting, scalping, arbitrage, manipulations or a combination of faster/slower feeds, it may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:

- a. Terminate this Agreement immediately without prior notice to the Client;
- b. Cancel any Open Positions;
- c. Temporarily or permanently bar access to the Trading Platform or suspend or prohibit any functions of the Trading Platform;
- d. Reject or Decline or refuse to transmit or execute any Order of the Client;
- e. Restrict the Client's trading activity;
- f. In the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country;
- g. Cancel or reverse of profits gained through abusive trading or the application of artificial intelligence in the Client Account;
- h. Take legal action for any losses suffered by the Company.

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18.19.2. Clients understand that Corporate Actions inevitably affect the price movement of an underlying asset and accept that, for the purposes of this Agreement, deliberately taking advantage of Corporate Actions while trading with BDSwiss is a form of abusive trading which may trigger any of the actions listed under paragraph 8.19.

Should abusive trading in the above form, or any intent to do so, be suspected, the Company may, in its sole and absolute discretion, (a) adjust or refuse to accept or close any open positions, (b) adjust swap charges on equities or indices CFDs for any Client's trading account(s), (c) reverse and/or subtract, even retrospectively, any cumulative profits derived in such a way from a Client's balance.

Clients understand that they are solely responsible for checking any available information on Corporate Actions that may affect their positions and the Company has no obligation to proactively contact its Clients holding any such positions.

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

8.21. The Company reserves the right to adjust swap charges on equities or indices CFDs for any Client's trading account and/or reverse any cumulative profits derived if it suspects that the particular Client is deliberately attempting to take advantage of any Corporate Actions (i.e. ex-dividend, share split etc) affecting the price movement of the underlying assets.

## 9. ARBITRAGE

9.1. Internet, connectivity delays, and price feed errors sometimes create a situation where the price displayed on the Trading Platform does not accurately reflect the market rates. The concept of arbitrage and or taking advantage of these internet delays cannot exist in an OTC market where the Client is buying or selling directly from the principal. The Company does not permit the practice of arbitrage on the Trading Platform. Transactions that rely on price latency arbitrage opportunities may be revoked, without prior notice. The Company reserves the right to make the necessary corrections or adjustments on the Account involved, without prior notice. Accounts that rely on arbitrage strategies may at the Company's sole discretion be subject to the Company's intervention and the Company's approval of any Orders. Any dispute arising from such quoting or execution errors will be resolved by the Company in their sole and absolute discretion.

9.2. The Company shall have no obligation to contact the Client to advise upon appropriate action in light of changes in market conditions or otherwise.

9.3. The Client agrees to indemnify and hold the Company, its affiliates and any of their directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, costs and expenses, including legal fees incurred in connection with the provision of the services under these Terms provided that any such liabilities, losses, damages, costs and expenses have not arisen for the Company's gross negligence, fraud or willful default.

## 10. PROHIBITED TRADING

10.1. The Client agrees and acknowledges that the service provided by the Company to the Client hereunder is not

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adapted for certain trading techniques commonly known as "arbitrage trading", "picking/sniping" (Snipping: the situation where the Client is prematurely buying or selling near preset prices). In the event of the Client employing such techniques, the Client agrees and acknowledges that the Company may at the Company's sole discretion take one or more, or any portion of, the following actions:

- a) Close Client's Account;
- b) Suspend the Client's account for an indefinite period of time;
- c) Carry out an investigation on the Client's account for an indefinite period of time;
- d) Charge a penalty fee to the Client in the same or greater amount of money that resulted from the Client using such techniques.

10.2. The Client shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform.

10.3. It is absolutely prohibited to take any of the following actions:

- a) use any software, which applies artificial intelligence analysis to the Company's system and Trading Platform;
- b) intercept or monitor, damage or modify any communication which is not intended for him;
- c) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Trading Platform or the communication system or any system of the Company;
- d) send any unsolicited commercial communication not permitted by Applicable Law.

## 11. UNTRUE TRADES

11.1. BDS Ltd shall have the right to annul and/or reverse any trades which are deemed untrue or opened at a fictitious price not existing on the market at the time of opening. Such cases include but are not limited to trades based on a non-market Quotation or based on latency trading (such as old prices).

## 12. TRADING VOLUME LIMITATION

12.1. The Company reserves the right to increase or decrease the trading volume limitation level of one or more instruments at any time without giving prior notice. The volume limitation is applied on a per client basis and in accordance with the table below. (The volume below is expressed on NET standard lot, 1 = \$100.000 USD)

Instrument	Vol. Limit (Lots)
USDCNH	5
USDDKK	5
USDHKD	5
USDHUF	5
USDNOK	5
USDRUB	5
USDSEK	5
USDTRY	5
USDZAR	5

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USDCHF	20
USDSGD	5
EURDKK	5
EURHUF	5
EURNOK	5
EURCHF	20
ZARJPY	5
CHFJPY	20
GBPCHF	20
NZDCHF	20
AUDCHF	20

12.2 In the event that the Customer attempts to exceed the volume limit on any of the Instruments described above the request will be automatically declined and an "Off quote" message will be displayed.

## 13. EVENTS OF DEFAULT

13.1. The Execution Venue and/or the Company reserves the right to retain, or make deductions from, any amounts which the Execution Venue and/or Company owes, or is holding for the Client, if any amounts are due from the Client to the Company.

13.2. The Client hereby authorizes the Execution Venue and the Company, at the Execution Venue's and/or Company's discretion, at any time and without notice or liability to the Client, to sell, apply, set-off and/or charge in any manner any or all of the Client's assets and/or the proceeds from such assets which the Execution Venue and/or Company has custody or control, in order to discharge all or any of the Client's obligations to the Execution Venue and the Company.

13.3. Each and any of the following events shall constitute an Event of Default if:

- a. The Client fails to make any payment or fails to do any other act or thing required by these Terms;
- b. The Client fails to remit funds necessary to enable the Execution Venue to take delivery under any Contract on the first due date;
- c. The Client fails to provide assets for delivery, or take delivery of assets, under any Contract on the first due date;
- d. The Client dies or becomes of unsound mind or is declared absent.
- e. An application is made in respect of the Client for an interim order or if a bankruptcy petition is presented in respect of the Client or, if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed;
- f. A petition is presented for the winding-up or administration of the Client;
- g. An order is made or a resolution is passed for the winding-up or administration of the Client (other than for the purposes of amalgamation or reconstruction with the prior written approval of the Company);
- h. Any distress, execution or other process is levied against any property of the Client and is not removed, discharged or paid within 7 seven days; or
- i. Any security created by any mortgage or charge becomes enforceable against the Client and the mortgagee



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or charge takes steps to enforce the security or charge;

- j. Any indebtedness of the Client or any of its subsidiaries becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of default of the Client (or any of its subsidiaries) or the Client (or any of its subsidiaries) fails to discharge any indebtedness on its due date;
- k. The Client fails to fully comply with any obligations within the text of these Terms or any Contract including failure to meet margin requirements;
- l. Any of the representations or warranties given by the Client are, or become, untrue;
- m. The Execution Venue or the Client is requested to close out a Contract (or any part of a Contract) by any regulatory agency or authority; or
- n. The Company is obliged to do so by operation of law.
- o. The Company reasonably considers it necessary for its own protection.
- p. There is reasonable suspicion that the Client involves the Company in any type of fraud or illegality.
- q. The Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities.

13.4. Upon the existence of an Event of Default, the Execution Venue and/or the Company shall at its discretion be entitled to take any of the following actions:

- a. sell or charge in any way any or all of the Client's Security, assets and property which may from time to time be in the possession or control of the Execution Venue or call on any guarantee;
- b. purchase any Security, investment or other property where this is, or is in the reasonable opinion of the Execution Venue likely to be, necessary in order for the Execution Venue to fulfill its obligations under any Contract; in this case the Client shall reimburse the Execution Venue, the full amount of the purchase price plus any associated costs and expenses;
- c. deliver any Security investment or property to any third party, or otherwise take any action the Execution Venue considers being desirable in order to close out any Contract;
- d. require the Client to immediately close out and settle a Contract in such manner as the Execution Venue may in its absolute discretion request;
- e. enter into any foreign exchange transaction, at such rates and times as the Execution Venue may determine, in order to meet obligations incurred under a Contract; and
- f. invoice back all or part of any assets standing to the debit or credit of any Account (this involves commuting Execution Venue's or the Client's obligation to deliver an asset into an obligation to pay an amount equal to the market value of the asset (determined by the Execution Venue in its absolute discretion) on the date invoicing back takes place).
- g. terminate this Agreement without notice;
- h. debit the Account(s) for the amounts which are due to the Company
- i. close any or all of the Accounts held with the Company; j. combine Client Accounts, consolidate the Balances in such Client Accounts and to set off those Balances
- j. refuse to open new Accounts for the Client

13.5. The Client hereby authorizes the Company to take all or any measures described in this Clause without notice to the Client and acknowledges that the Execution Venue shall not be responsible for any consequences of it taking any such steps, unless the Execution Venue has exercised gross negligence in connection herewith. The Client shall execute such documents and take such other action as the Company may request in order to protect the rights of the Company



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in accordance with these Terms or within the scope of any agreements between the Client and the Company.

13.6. If the Company exercises its rights to sell any Securities or property of the Client under this Clause, it will effect such sale, without notice or liability to the Client, on behalf of the Client and apply the proceeds of sale in or towards discharge of any or all of the Client's obligations to the Execution Venue.

13.7. Without prejudice to the Company's other rights, the Company may, at any time and without notice, combine or consolidate all or any of the Accounts maintained by the Client with the Company and off-set any amounts owed to or by the Company in such manner as the Company may determine.

## 14. COPY TRADING

This paragraph sets out the specific terms that shall apply to the Client (in this Section, hereafter referred to as 'You' or the "Follower") when using the Copy Trading functionality of the Company.

14.1.1 When using the Copy Trading Services, the Client agrees to use our Portfolio Management Services.

14.1.2 The Company provides the Client with the capacity to interact, follow and copy other traders and strategies by using the information of your Partner (in this Section hereafter referred to as "the Master" or "the Partner" or "Trader" ). The information will include detailed account information, trading histories, risk profiles, and other information in relation to traders and/or strategies that may be useful to the Client when deciding whether to copy a Trader and/or strategy.

14.1.3 Copy Trading is a trading functionality which allows you to copy the account of other traders. You do this by copying a specific BDSwiss trader account. By placing a Copy Order, you authorise the Company to automatically adjust your account to the account of the trader selected for copy without any prior approval. This will be done on a pro rata basis with the same products and the same trading instructions. For example, you may start copy trading, stop copy trading at any time you wish.

14.1.4 For better understanding please read the paragraph 14.2 - "Copy trading", and paragraph 14.7 - "Placing an order" for more information on how to place a copy trade on our platform.

### 14.2. Copy Trading Services

14.2.1 The Copy Trading Service allows the Client to copy trades on the Company's platform in one way:

- a. Copy a Partner: where you can choose to copy the orders in an account of your Partner. For more information, please refer to paragraph 14.7 - "Placing an order".

### 14.3. Classification of Trade

14.3.1 The Copy Trading Services may result in trades in a number of financial instruments. Each trade opened on the Client's behalf as part as the Copy Trading will usually be classified under the same asset class as classified in the copied account.

14.3.2 If you are restricted from trading a certain asset class due to Applicable Law or other regulatory requirements, then the Company will take reasonable steps, where permitted by Applicable Law, to ensure that an equivalent or similar trade is opened to replace the restricted trade.

14.3.3 You should read the General Terms and Conditions and the Schedule which applies to the underlying instrument for more information.

### 14.4. Limitations

BDS Ltd (Registration No. 8424660-1) is authorized and regulated by the Financial Services Authority (the "FSA", licence no. SD047) Registered address: Suite 3, Global Village, Jivan's Complex, Mont Fleuri, Mahe, Seychelles.

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14.4.1 The Company does not provide personalised investment recommendations, investment advice, tax related advice or other financial related advice of any kind. Any explanation or information which the Company gives to you as part of a copy trade, or about the performance of the copy trade is not intended to be and should not be considered as advice. This information is provided by the Company solely for informational purposes.

14.4.2 You should use any information gathered from our website as a starting point for your own independent research and investment decision making. However, you should not make investment decisions based on information provided on the Company's platform.

14.4.3 The Company will take reasonable steps to monitor the performance of any copied trader, as well as the performance of the different trading strategies and portfolios. We reserve the right to pause, stop, or block:

- b. any Partner of the Company from being copied;
- c. any Client /Follower from copying a Partner.

## 14.5. Risks of Copy Trading

14.5.1 In making a decision to copy a specific Partner and/or strategy, you should consider your financial situation, including your financial commitments. You should understand that Copy Trading is highly speculative and that you could sustain significant losses exceeding the amount used to copy a Partner as a result of the following:

- a. it will involve automated trading execution whereby trades are opened and closed in your account without your manual intervention, unless the Client uses Copy Trading Services without performance fees.
- b. Copied trades in amounts lower than the minimum trade will not be opened.
- c. You will only copy newly opened trades from the point the Copy Trading has been activated for you. Older trades will not be copied.
- d. The Copy Trader functionality may generate a materially different result than the trader that you copied. This is due to a number of different factors including starting account balance, minimum trade size, the investor's account settings, differences in spread, interest and investment price at time of investment, and also the difference in fees that may incurred.
- e. Following/copying the trading decisions of inexperienced and/or unprofessional traders; and/or
- f. Following/copying traders whose ultimate purpose or intention, or financial status may differ from yours.

14.5.2 The Company is unable to provide any guarantee as to the performance of any particular investment, account, portfolio, or strategy.

14.5.3 Past performance, risk scores, statistics and any other information with respect to BDSwiss Traders under our Copy Trader functionality, are not reliable indicators of future performance. The Company does not represent or guarantee that you will achieve profits or losses like those shown on the BDSwiss trader or portfolio that you are copying. The Company also does not represent or guarantee that the risk score of a trader will accurately reflect the risk of their future performances.

## 14.6. Conflicts of Interest

14.6.1 The Company is required to act in your best interest when providing our services. However, there may be instances where your interest conflicts with our interests, or with another client's interest. For example, with respect to copy trading, we may compensate the most followed BDSwiss Traders who you and/or others have elected to follow and/or copy.

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14.6.2 Please refer to the Company's Conflict of Interest Policy for more information on the conflicts of interest that may apply to our Services.

## 14.7. Placing an Order

14.7.1 Before you enter into the Copy Trade, you will need to deposit the amount of money you would like to invest in that copy trade and choose how you would like to copy. The Company will then automatically execute orders for you in the proportion or percentage you have chosen which means the Company will not obtain your confirmation before executing. The opening of such transactions shall not require any prior consultation, consent or approval. Trades below the minimum trade amount shall not be opened.

### 14.7.2. Copy Trading Restrictions

There are a number of order restrictions when Copy Trading, the Restrictions are often inherent to the system functionalities or for regulatory purposes. The Company shall not be held responsible nor liable for such restrictions and the resulting consequences.

The Restrictions are the following:

- a. There may be rare cases where the connection of the system fails to copy the trade from Master to Follower accounts. In this event, the Company shall not be held responsible nor liable for the trade not copied. The Client acknowledges that the connection or system failure may affect all or part of the trades, the opening or closing time or the execution in any other way. The Company shall inform the Client to contact the Company immediately, and the Company shall conduct its best effort to rectify the situation.
- b. The Master and Follower must both have the same account type, be on the same server and be under the same entity.
- c. The minimum and maximum amount that can be invested in any BDSwiss trader that you copy, the minimum amount on any single copy trade, and the maximum number of traders that you can copy.
- d. The system can only open the minimal size of trades for the given symbol (i.e. for forex cannot open less than 0.01)
- e. The system will round to the closest size it can (i.e. if the equity of copier is 50% and the Master opened 0.03, the system cannot open 0.015, but will round the trade size to 0.01).
- f. If the Follower account (the copier) does not have enough 'free margin' to open the proportion, then the system will reject the deal.
- g. The Follower account may execute at a different price to the Master, depending on market volatility between the time the Master places a trade and the system copies the trade.

14.7.3 When you are using our Copy Trading Services, you can choose to copy:

- a. only new trades which are opened after you begin to copy the Trader's account. This means that the Company will not copy any trades in the Trader's account which were entered into before this point.

14.7.4 If you are copying only new trades:

- a. The Company will attempt to open your positions at the same time as the trades being copied, we will open your position at the best available price at the time of copying; and
- b. all instructions and actions related to the copied trade will automatically be replicated in your account (subject to the trade size as explained above), including stop losses, take profits and the closing of trades. For example,

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if a trader that you are copying extends their stop loss by adding more funds to their account then your stop loss will be adjusted automatically to reflect this. However, your position amount will remain the same as its initial amount.

14.7.5 The Copy Trading Services has a number of other functionalities that the Company may make available to the Client from time to time. However, we may add, remove, or change the availability and features of these functionalities, at our discretion. This may impact how you can use the Copy Trading Services on our platform, for example whether you can copy all trades or only new trades of a trader.

14.7.6 If the Client follows a Performance Fee structure, the Client acknowledges that the account will be placed on 'read only' from the date the Client starts copying. A read-only account will prevent the Client from accessing certain features of his/her Trading Account, including but not limited to placing / closing orders, withdrawing funds, during the copy time and until the Client presses the 'Stop button' via his/her personal dashboard, then the read only status shall be removed. The Client understands and acknowledges that any outstanding performance fees will be deducted from his /her balance before the read only status is removed.

## 14.8 Stop Copy Trading

- a. For Copy Trading Service with Performance fees, and in accordance, in particular, with the paragraphs 17.7.2, 14.7.6 & 14.10 herein, the Client may Stop Copy Trading at any time, by pressing the "Stop Button" from the relevant section of his/her personal dashboard. The Client acknowledges that it may take up to two (2) business days for the termination of the Service to be effective. The open positions shall then be automatically closed within one (1) business day during the Market Opening Period, and the Client shall recover the Full Access to his/her Trading Account.
- b. For Copy Trading Service without Performance Fees, the Client may Stop Copy Trading at any time, by pressing the "Stop Button" from the relevant section of his/her personal dashboard. The Client acknowledges that it may take up to two (2) working days for the termination of the Service to be effective. Considering that the Client maintains at all times Full Access to his/her Trading Account, the Client shall be solely responsible to manage his/her account and, at his/her sole discretion, close or maintain the said positions, in accordance, in particular, with paragraph 14.7.2 and 14.10 herein.

## 14.9. Fees and Costs

14.9.1 When you place a copy trade, the Company will charge you fees on the same basis as those charged to you if you were trading the account yourself. Please refer to the Schedule which applies to the underlying product that you are copying for more information on the fees and costs associated with that copy trade.

14.9.2 Please also refer to clause 18 of the General Terms and Conditions for more information on our fees and costs.

## 14.10. Liability

Subject to Applicable Law, neither the Company nor any affiliates or associate third parties will be liable for any losses arising from:

- a. actions taken by us in order to carry out your written or spoken instructions.
- b. decisions or actions taken by a BDSwiss trader that you have chosen to copy and/or
- c. specific investment decisions or actions taken or omitted in good faith by any copied account strategy.

## 14.10 Termination

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14.10.1 At all times, the Company reserves the right to stop the Partner/Master from offering Copy Trading to his/her Clients/Followers, at its sole discretion, if the Company identifies or reasonably suspects any breaches, violations, wrongdoing, deception, fraud or other forms of abuse or fraudulent behaviour in the Partner's trading activity. In this event:

- a. If the Partner was offering Copy Trading without a Performance Fee (as sets out in paragraph 14.7.6):
  - I. The Company shall inform the Followers via email to his/her registered email address or otherwise, that the Provider is no longer providing Copy Trading Strategy.
  - II. The Company shall Inform the Partner that he/she has been stopped from providing Copy Trading and the Partner shall be disabled from enabling his/her Account(s) to provide Copy Trading.
  - III. All open positions on the Followers' trading account copying the said Partner, shall remain open. Then, going forward, the Client shall be solely responsible to manage his/her account and, at his/her sole discretion, close or maintain the said positions.
- b. If the Partner was offering Copy Trading with a Performance Fee (as sets out in paragraph 14.7.6):
  - I. The Company shall inform the Followers via email to their registered email address or otherwise, that the Provider is no longer providing Copy Trading Strategy.
  - II. The Company shall Inform the Partner that he/she has been stopped from providing Copy Trading and the Partner shall be disabled from enabling his/her Accounts to provide Copy Trading.
  - III. All open and pending orders on the Follower's Trading Account from Copying the said Partner, shall be closed.
  - IV. Any performance fee due shall be calculated by the Company and the amount shall be deducted from the Follower Account and paid to the Partner Account.
  - V. The Client/ Follower account shall be restored In Full Access.

14.10.2. At all times, the Company reserves the right to stop a Client/Follower from copying a Partner and using the Company's Copy Trading Service, at its sole discretion, if the Company identifies or reasonably suspects any breaches, violations, wrongdoing, deception, fraud or other forms of abuse or fraudulent behaviour in the Client's trading activity as per the terms set out herein.

## 15. AUTHORITY TO TRADE

15.1. You hereby authorize us to act on any instruction given or appearing to be given by you on the Trading Platform, where there is reasonable believe that any of those actions were taken and/or instructions were given by you.

15.2. We shall be entitled, and you hereby authorize us, to rely upon any oral, electronic or written communication or instruction received from you. You agree that:

- (a) once logged on to the Trading Platform following entry of the Access Codes, we are authorized to act upon instructions without enquiring as to the validity of the instructions and to consider the instructions of like force and effect as written orders made by you;
- (b) (b) You shall indemnify us against and save us harmless from all losses, costs, fees, damages, expenses, claims, suits, demands and liabilities whatsoever that we may suffer or incur or that may be brought against us, in any

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way relating to or arising out of our acting upon, delay in acting upon or refusal to act upon any such instructions or information.

15.3. Without derogating from the above, we will not be under any duty to act in accordance with any instruction if we reasonably believe that:

- (a) the person who provided such an instruction was acting in excess of his authority;
- (b) (acting upon such an instruction would infringe any law, rule, regulation or the Client Agreement(s); or
- (c) in the event that we have accepted an offer to perform a Transaction that we later suspect falls within Paragraphs (a) and (b) hereunder, we may, in our absolute discretion, either close such a Transaction at the then prevailing price quoted on the Trading Platform or treat the Transaction as having been void from the outset. Nothing in this Paragraph shall be construed as an obligation on our part to inquire about the authority of any person who purports to represent you.

15.4. Any offer to open or close a Transaction (including an Order) must be made by you through the Trading Platform only. Written offers to open or close a Transaction, including offers sent by fax, email or text message will not be accepted.

15.5. If we receive an offer to open or close a Transaction other than in accordance with Paragraph 14.4, we may act on such an offer, in our absolute discretion, however we will not be responsible for any loss, damage or cost that you suffer or incur arising out of any error, delay or omission in our acting or refusing to act on such an offer.

15.6. The Company shall receive, execute and transmit all Orders strictly in accordance with the Client Agreement(s). The Company will have no responsibility for checking the accuracy or the logic of any Order. Any Order given to the Company constitutes an irrevocable instruction to the Company to proceed with the Transaction on the Client's behalf.

## 16. RELATIONSHIP OF THE PARTIES

16.1. You will open each Transaction with us as principal and not as agent for any person. This means that unless we have otherwise agreed in writing, we will treat you as our Client for all purposes and you will be directly and personally responsible for performing your obligations under each Transaction entered into by you. If you act in connection with or on behalf of someone else, whether or not you identify that person to us or not, we will not accept that person as a Client of ours.

16.2 It is allowed to create only one Active Account profile per Client with the Company. In the event that the Client has more than one Account with the Company, the Company reserves the right to treat them as if they were under one Account and request the Client to choose one Main account into which the Clients funds and Trading accounts will be merged without interfering with any of the terms of the Best Execution Policy or otherwise with open trades.

## 17. DEPOSITS & WITHDRAWALS

### 17.1. Deposits:

17.1.1 The Client may deposit funds into the Trading Account at any time during the course of this Agreement, after the account is verified. The Company enables its Clients to make deposits onto the respective trading accounts through various payment systems like credit cards, bank transfer or any other methods accepted by the Company from time

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to time. Deposits or Withdrawals in cash are not possible.

17.1.2. The Company will not accept unverified third party or anonymous payments in the Client Account. It remains at Company's discretion to reject third party deposit/s if we are not satisfied with provided documentation/ or due to any other reasons.

17.1.2.1 In case of a Third party deposit, the Company reserves the right to request documents in order to identify and verify the Third Party such as but not limited to proof of identity and any additional documentation as may be required in order to confirm proper and timely authorization.

17.1.2.3 In cases where the deposit has been accepted before all the required documentation has been provided to the Company's satisfaction, the Client has a maximum of 10 working days to provide all the required documentation.

17.1.2.4. Should the Client and/or the Third Party fail to comply, the Company reserves the right to force close all the open positions, refund the remaining balance and close the account.

17.1.3. All bank transfers are checked and processed manually by our staff. The processing of received bank transfers may take between 1 up to 7 business days.

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

17.1.5. Chargebacks, cancellation fees, returned direct debits and similar costs, that may arise from incorrect deposits will be borne by the Client.

## **17.1.1. Deposits by credit/debit card**

17.1.1.1 Deposits with the Company are available via debit or credit card. Transactions via debit and credit cards are processed electronically.

17.1.1.2 Upon receiving information on your credit card the Company reserves the right to request further documentation as required by the applicable Anti- Money Laundering legislation on the provided credit or debit card and is requiring the following to be true:

- a) the mailing address provided upon account opening must match the credit or debit card statement's billing address and
- b) your full name must match the name on the credit or debit card.

17.1.1.3. The Company takes the protection of its clients very seriously and applies various systems, controls and tools for the protection against credit card fraud and so as to be in compliance with all applicable Anti-Money laundering laws and regulations.

17.1.1.4 In case violation or a possible violation is detected by the Company's systems or told as well as by the systems and tools of the Company's Payment Service Providers or the Client or the Third Party fails to pass the security and authentication checks, appropriate measures will be taken in order to prevent any fraudulent activities and ensure the client's protection. The measures may include but are not limited to:



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- a) investigation, further checks and/or request of further documentation in order to verify the credit or debit card details and ensure that you are the legitimate owner or user of the card;
- b) delay of transactions' processing due to the ongoing investigation;
- c) cancellation of fraudulent transactions as soon as they are detected;
- d) refusal of credit card deposit(s) in question and refund the net amount deposited to the same credit card account and via the same payment method through which the deposit(s) was made;
- e) block access to our trading facilities;
- f) seize any profits and/ or revenues generated directly or indirectly by exercising any such prohibited trading activity and cancel any Account(s) and any open Trades associated with the credit card that has been identified as fraudulent;
- g) deny processing transactions exceeding the limits/ restrictions and/or failure to pass the security and authentication checks.

17.1.1.5 Before accepting any deposits or transactions made with your credit or debit card the Company must be fully satisfied that you are the legitimate owner or authorized Third Party of the used credit or debit card and that it is you, as the legitimate user /owner of the credit card who is making or authorizing any deposits. In case of doubt the Company reserves the right to return the funds to its origin via the same payment methods through which the payment was made.

17.1.1.6. The Company reserves the right, at our sole discretion, to impose such deposit limits and restrictions as it deems fit.

## **17.2. Withdrawals:**

17.2.1. The Company shall process withdrawals of Client Funds upon the Company receiving a relevant request from the Client, through its Trading Platform, in the method and means accepted by the Company for time to time.

17.2.2. The Company's Finance Department checks and processes all withdrawal requests manually. There are no automatic withdrawals.

17.2.3. The minimum withdrawal amount onto the trading account is 100 EUR or trading account currency equivalent

17.2.4 The Company reserves the right to charge a fixed fee of 10 EUR or trading account currency equivalent from withdrawals below 100 EUR or trading account currency equivalent.

17.2.5 For withdrawals via bank wire following exceptions apply:

- a) for international payments, the minimum withdrawal amount is 50 EUR or trading account currency equivalent net i.e. after the deduction of fees. For amounts that remain below the required 50 EUR an alternative withdrawal method can be used, if available.
- b) for SEPA transfers a minimum amount of 5 EUR or trading account currency equivalent net i.e after deduction of the fees.

17.2.6. The Company processes all clients' withdrawal requests to withdraw funds on the same day that the request



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to withdraw funds was made, or the next working day if the client's request is received outside of normal trading hours, as soon as the withdrawal request has been checked and contains all necessary information.

17.2.7 The Client understands that any reference to a timeframe for the funds to appear and/or be released in his/her bank account, published on the Company's websites or in any other form of communication and/or announcement made by the Company is approximate only. The Client understands that any such timeframe may vary, and the Company accepts no responsibility in any way whatsoever if the funds are not credited to the Client's bank account within a certain timeframe.

17.2.8 Withdrawals should be made using the same method used by the Client to fund his trading account and to the same remitter.

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

17.3 The Company has the right to refuse a client's transferred funds and/or to cancel your deposits and remit them back to you in any of the following cases but not limited to:

- a) in case you fail to provide any documents requested from you either for client identification purposes or for any other reason, including verifying the source of wealth;
- b) in case there is any suspicious or concern that the submitted documents may be false or fake;
- c) in case there is a suspicious that you are involved in illegal or fraudulent activity or you engage in abusive trading practices;
- d) in case it came to our attention that your credit or debit card (or any other payment method used) has been lost or stolen;
- e) where we cannot identify you as an original remitter of the funds or where we are unable to return the funds to the same source of payment; and/or
- f) where we do so in order, in our reasonable judgement, to comply with Applicable Laws and Regulations;

17.3.1 The Company accepts no responsibility for fees or charges applied on any transaction by your financial institution and/or by payment services providers involved (such as intermediary bank, receiving bank, credit card provider) and/or currency exchange rates resulting from the payment of such amount.

17.4. In case the Company is 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 not be obliged under no circumstances, 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).

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17.5 Where you receive funds from us by mistake, you agree to hold such funds in trust for the benefit of the beneficial owner. In the event you use any of the funds received by mistake, we will have a claim on those funds, together with and profit derived from the use of funds, on behalf of the beneficial owner. In the same way, we shall not compensate you for any losses incurred by you as a result of you using the said funds. The claim for the full amount shall remain.

17.6 In case company decides to refund the third-party deposit, only the remaining balance will be refunded.

## 18. CHARGES

18.1. Taking into account the overarching obligation to act in accordance with the best interest of clients and the importance of informing clients of all costs and charges to be incurred, this information is available at the Company's website at <https://www.global.bdswiss.com/forex/more-information/forex-asset-list/>. The Client is solely responsible for requiring clarifications from the Company in relation to the above, if necessary.

18.2. By accepting the Client Agreement, the Client has read, understood and accepted the information available on the Company's Website [global.bdswiss.com](http://global.bdswiss.com), in which all related spreads, charges, margin, interest and other rates are explained. The Company reserves the right to amend, from time to time, at its discretion any of the charges applicable to Client when trading financial instruments without prior written notice to the latter; such amendments will be available on the Company's Website: <https://www.global.bdswiss.com/forex/more-information/forex-asset-list/> which the Client must review during the period the Client is dealing with the Company and especially before and after placing any orders to the Company.

### Inducements

18.3. The Client should note that not all charges are represented in monetary terms; for example, charges may appear as a percentage of the value of a CFD; therefore the Client needs to ensure that he/she understands the amount that the percentage amounts to.

18.4 The Company shall refer to any commission/inducement obtained, in consideration for the transmission of Clients Orders for execution to the Execution Venue and disclose information in relation to these commissions to the Client either on its website and/or by email as provided by Applicable Regulations. At least once a year, the Company must inform its clients on an individual basis about the actual amount of payments received.

18.5. The Client should note that any applicable charges will be instantly deducted from his/her Trading Account.

### 18.6. Spread(s) and Commission(s):

18.6.1. The applicable spread(s) and commission(s) charged when conducting a trade are available online on the Company's website.

18.7 In respect of any transactions to be effected OTC, the Company shall be entitled to quote prices at which the Execution Venue is prepared to trade with the Client. Save where the Company exercises any rights it may have under the Terms to close a Contract, it is the Client's responsibility to decide whether or not it wishes to enter into a Contract at such prices.

18.8 The information about all costs and charges, will be aggregated to allow the client to understand the overall cost as well as the cumulative effect on return of the investment, and where the client so requests, an itemised breakdown

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will be provided.

18.9 The Company does not accept or retain any fees and/or non-monetary benefits.

## 19. MARGIN CALLS

19.1 The Client shall pay to the Execution Venue on demand:

(a) Such sums of money by way of deposits or as initial or variation Margin as the Company may from time to time require;

(b) Any amount necessary for maintaining a positive balance in any and all Accounts.

19.2. In the event that a negative balance occurs in the Client's Trading Account due to Stop Out, the Company will make a relevant adjustment of the full negative amount so as to the Client not to suffer the loss as per our Negative Balance Policy.

19.3 Before you are allowed to enter into a Transaction, you will generally be required to deposit money with us (known as "Margin"). This Margin will be calculated as a proportion of the overall Transaction value. This means that you will be using 'leverage' or 'gearing' and this can work for or against you. For example, a small price movement in your favour can result in a high return on the Margin placed for the CFD, but a small price movement against you may result in substantial losses.

19.4 We are not obliged to make a Margin Call and you are responsible for maintaining appropriate arrangements with us at all times for the communication of Margin Calls. Any open position is deemed to be at risk of being closed as soon as the account enters into a margin call. It is your responsibility to monitor, at all times, the funds available in your Trading

Account to cover any Margin required as a result of your trading decisions.

19.5 In order to open a Transaction for an Underlying Asset, you undertake to provide the Initial Margin in your Trading Account. In order to keep a Transaction open, you undertake to ensure that the amount in your Trading Account exceeds the Maintenance Margin. You acknowledge that the Margin for each Underlying Asset differs and may be changed by us in our sole discretion from time to time.

19.6 Deposits into your Trading Account can be made by wire transfer or another method of payment, to a bank account, or other location, as we may notify to you from time to time. Based on the amount of money you have in your Trading Account, we retain the right to limit the amount and total number of open Transactions that you may wish to open or currently maintain on the Trading Platform. It is understood that each different type of Trading Account offered by us from time to time may have different Margin Requirements.

## 20. PAYMENTS AND SET-OFF IN THE TRADING ACCOUNT

20.1 It is possible that other costs, including taxes, relating to transactions carried out on the Trading Platform may arise for which you are liable, and which are neither paid via us nor imposed by us. Without derogating from your sole and entire responsibility to account for tax due, you agree that we may deduct tax, as may be required by the applicable law, with respect to your trading activity on the Trading Platform. You are aware that we have a right of

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set-off against any amounts in your Trading Account with respect to such tax deductions, and you hereby authorize us to withdraw amounts from your Trading Account with which to pay such taxes. You shall have no claim against us with regard to such deductions. You further agree that such deductions do not derogate from our rights to make Margin Calls under this Agreement.

20.2 The Company retains a right of set off and may, at its discretion, from time to time and with the Client's authorization, set-off any amounts held on behalf and/or to the credit of the Client against the Client's obligation to the Company.

## 21. INACTIVE & DORMANT CLIENT ACCOUNTS

21.1. The Company has established, implemented and maintains an Inactive and Dormant Account Policy that is as follows:

When a client with any trading account(s) held with the Company under any of its brands has not:

- a) Placed a trade;
- b) Opened or closed positions; and/or
- c) Made a deposit into the client's trading account, for a period of at least **90 (ninety) consecutive days**, his account shall be classified by the Company as an Inactive Account.

21.2 Where the Client has and continues to:

- a) Place a trade;
- b) Open or close positions; and/or
- c) Make a deposit into the client's trading account, the account shall be classified by the Company as an Active Account.

21.3 Such Inactive Accounts will be subject to a monthly charge of:

- a) 10% of the account balance, with
- b) the minimum amount charged being € 25 (Twenty-Five Euros) or trading account currency equivalent, and
- c) the maximum amount charged being € 49,90 (Forty-Nine Euros and Ninety Cents) or trading account currency equivalent from the funds held in the account balance, until the account balance is € 0 (zero) or trading account currency equivalent, relating to the maintenance/administration of such Inactive Accounts.

21.4 An account, with positive balance, is considered to be Dormant if, during a 6-month period no transactions have been carried out in relation to the account by or on the instructions of the holder of the account.

21.5 For any of the Dormant accounts that have had the status for a period of 5 years with a positive account balance, and you fail to be contacted after we take reasonable steps to do so, we will have the right to cease treating those funds as Client Funds.

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21.6. For re-activation of Inactive/Dormant Accounts, the client must contact the Company's Client Support Department and inform them of the client's wish to reactivate the Dormant Account. The client's Dormant Account will then be reactivated (subject to, if required, up-to-date Know Your Client documentation to be provided to the Company by the Client) and become an Active Account. In such cases where an Inactive/Dormant Account has been re-activated the Company will cease to deduct the Dormant Account administration fee but will not refund any Dormant Account administration fees deducted from this/these account(s) previously.

21.7. The deduction will take place during the first week of every month (alternatively at a later stage), until the balance of the Dormant Account has reached € 0 (zero) or trading account currency equivalent.

## 22. CHARGEBACK POLICY

22.1 The Company reserves the right to charge a fee "chargeback fee" if a chargeback is placed with your credit card company (either intentionally or unintentionally) for any deposit made to your account. The chargeback fee will be comprised of the "administration fee" of €50.00 (Fifty Euros) and the fee of €250.00 (Two Hundred Fifty Euros) to cover all further investigation expenses. In case of pre-arbitration, additional fees may apply from the card processor. This fee will be used to cover all investigative expenses to prove that the deposit was made by you upon receiving the chargeback from our merchant provider.

22.2 All fraud including credit card fraud will not be accepted by the company and as such will be fully investigated and pursued under the law to its fullest extent. Any losses resulting on our behalf will be fully pursued in a civil lawsuit to claim back any losses incurred covering all business, legal fees, research costs, human resource and loss of income. If we receive, for any reason, a dispute, claim, and/or chargeback from your credit card issuer or any other payment method you use, you acknowledge that we have the right to take any of the following measures, depending on each case:

a) immediately close any and all of your open Transactions whether at a loss or a profit and debit your Trading Account in accordance with Section 24, with or without any notice;

b) and/or immediately place restrictions on your Trading Account with or without any notice, including:

i) the restriction on making deposits using any payment method to your Trading Account, even in cases of margin alert(s),

ii) the restriction on requesting withdrawals from your Trading Account, and

iii) the restriction on opening new positions on the Trading Platform; the duration of the restrictions will be set at the Company's discretion;

c) terminate the Client Agreement in accordance with Section 22 of this Client Agreement.

d) Any chargeback case that is made against our company and is not successful will result in the sum being reimbursed to us along with charges for research and processing totaling 300 EUR (the administration and additional fee for investigation as mentioned above) and any other charges that may result from the card processor. Through this agreement you hereby give permission for any charges to be made to your credit card; if these charges are in anyway disputed, we reserve the right to take any legal action necessary in order to recover any losses associated with these claims.

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e) In addition, we will exercise our right to block your online Trading Account and terminate your account with us. Consequently, any profits or revenues may be seized and we reserve the right to inform any third party. We are continually developing tools to monitor any fraudulent activity and any cases from such activity will be decided on by ourselves and any decision made shall be final and non negotiable.

f) We reserve the right to deduct the disputed amount until any investigation from our side is completed.

22.3 Fraud is taken very seriously by our Company, all IP addresses are monitored and logged and any fraudulent chargebacks will be investigated fully under the law.

## 23. TERMINATION

23.1. The Client has the right to terminate the Agreement by giving the Company at least ten (10) business days written notice, specifying the date of termination in such, on the condition that in the case of such termination, all Clients' Open Positions shall be closed by the date of termination.

23.2. The Company may terminate this Agreement by giving the Client a five business (5) days written notice, specifying the date of termination therein.

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

(a) Death of a client;

(b) In case of a decision of bankruptcy or winding up of the Client is taken through a meeting or through the submission of an application for the aforementioned;

(c) Termination is required by any competent regulatory authority or body;

(d) The Client violates any provision of the Agreement and in the Company's opinion the Agreement cannot be implemented;

(e) The Client violates any law or regulation to which he is subject, including but not limited to, laws and regulations relating to exchange control and registration requirements;

(f) The Client involves the Company directly or indirectly in any type of fraud.

(g) An Event of Default as defined in Section 13 of this Agreement occurs.

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

(a) Any outstanding costs or pending fee(s) of the Company and any other amounts payable to the Company;

(b) Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;

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(c) Any damages which arose during the arrangement or settlement of pending obligations.

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

(a) The Client has an obligation to close all his/her Open Positions. If he/she fails to do so, upon termination, the Company will close any Open Positions at current prices

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

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

(d) The Company will be entitled to refuse to the Client to withdraw money from the 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.

23.6. In case of breach by the Client in accordance with Paragraphs 22.3(e) and 22.3 (f), the Company reserves the right to reverse all previous transactions which place the Company's interests and/or all or any its clients' interests at risk before terminating the Agreement and/or cancel all profits.

## 24. INTELLECTUAL PROPERTY

24.1. You acknowledge that all content, trademarks, services marks, trade names, logos and icons and in general all intellectual property rights on the Company's Website are the property of the Company, the Group of Companies or its affiliates or agents and are protected by copyright laws and international treaties and provisions.

24.2. You agree not to delete any copyright notices or other indications of protected intellectual property rights from materials that you print or download from the website. You will not obtain any intellectual property rights in, or any right or license to use such materials or the website, other than as set out in this Agreement.

24.3. You also agree not to copy, record, edit, alter or remove any of the materials on the Company's website. This shall include, without limitation, not removing, editing or otherwise interfering with (or attempting to remove, edit or otherwise interfere with) any name, marks, logos or branding on the Company's website.

24.4. Images displayed on the website are either the property of the Company or its related Groups companies or used with permission. You agree not to upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the Company and the prior written consent of the Company.

## 25. LICENSE AND USE OF THE COMPANY'S WEBSITE(S) AND/OR TRADING PLATFORM(S)

25.1. The Company grants you a non-exclusive, non-transferable and limited personal license to access and use our website (the "License"). The License is conditioned on your continued compliance with the terms and conditions of this Agreement. Upon accepting this Agreement, the Client is entitled to apply for Access Codes to gain online access



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to the Company's electronic system(s) and/or trading platform(s), thereby being able to place orders for transactions on any financial instrument available from the Company. Further, the Client will be able to trade on the Company's Trading Platform with and through the Company with the use of a personal computer, smartphone or any other similar device that is connected to the internet. In this respect, the Client understands that the Company can, at its absolute discretion, terminate the Client's access to the Company's system(s) in order to protect both the Company's and clients' interests and to ensure the systems' effectiveness and efficiency.

25.2. The Client is responsible for ensuring that he/she alone control access to his/her account credentials and that no person(s) under the legal age or any other person(s) is granted access to the Company's system and/or the Client's trading account and/or the Company's Trading Platform using the Client's account credentials. You acknowledge that you are ultimately responsible for all actions on the Trading Platform through your Registration Data, including irregular or unauthorized disclosure of your account credentials.

25.3. The Client is responsible for all acts or omissions that occur within the Company's website through the use of his/her registration information. If the Client believes that someone has used or is using his/her registration information, user name or password to access any Service without the Client's authorization, the Client should notify our Client Support immediately. The Client will make every effort possible to keep the Access Codes secret and known only to him and will be liable of any Orders received by the Company through his trading Account under his Access Codes. Further, any Orders received by the Company will be considered as received from the Client.

25.4. The Client agrees not to attempt to abuse the Trading Platform in an attempt to make illegal profits or to attempt to profit by taking advantage of the server latency, or applying practices such as price manipulation, lag trading, time manipulation.

## 26. RISK DISCLOSURE STATEMENT

26.1 This Statement is based on the provisions of the Seychelles Securities Act 2017. It should be noted that this Statement does not purport to disclose or discuss all of the risks and other significant aspects of all transactions entered into with or through the Company. We outline the general nature of the risks of dealing in Financial Instruments on a fair and non-misleading basis. Therefore, you need to ensure that your decision is made on an informed basis and as a minimum you should be taking into consideration all the following disclosed below.

26.2 Trading is very speculative and risky. Contracts for Difference ('CFDs') are complex financial products, most of which have no set maturity date. Therefore, a CFD position matures on the date you choose to close an existing open position. CFDs, which are leveraged products, incur a high level of risk and can result in the loss of all of your invested capital. Trading in CFDs is highly speculative and therefore is suitable only for those Clients who (a) understand and are willing to assume the economic, legal and other risks involved, (b) are financially able to assume the risk of losses up to their invested capital and (c) understand and are knowledgeable about CFDs and the underlying assets. The Client represents, warrants and agrees that he/she understands these risks, is willing and able, financially and otherwise, to assume the risks of trading in CFDs. Before deciding to trade, a client should ensure that he understands the risks involved and take into account his level of experience, and if necessary seek independent advice.

26.3 Risks Associated with Transactions in CFDs When trading in CFDs you need to take into account the following main risks:



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- CFDs are leveraged products; therefore, they carry a higher level of risk to your capital compared to other financial products and may result in the loss of all of your invested capital. However, it should be noted that the Company operates on a 'negative balance protection' basis; this means that you cannot lose more than your initial investment.
- The value of CFDs may increase or decrease depending on market conditions, and the potential for profit should be balanced alongside the significant losses that may be generated over a very short period of time when trading CFDs.
- CFD trading, unlike traditional trading, enables you to trade the markets by paying only a small fraction of the total trade value. However, this entails that a relatively small market movement may lead to a proportionately much larger movement in the value of your position. The Company offers flexible leverage.
- The Client needs to make sure that he has sufficient margin in his trading account, at all times, in order to maintain an open position. In addition, the Client needs to continuously monitor any open positions in order to avoid positions being closed due to the unavailability of funds; it should be noted that the Company is not responsible for notifying you for any such instances.

## 27. CONFLICTS OF INTEREST

The Company is the counterparty to all transactions entered into under the Client Agreement and, as such, the Company's interests may be in conflict with the Client's. The Conflicts of Interest Policy is available in the Website. Prices are set by the Company and may be different from prices reported elsewhere. As such, they may not directly correspond to real time market levels at the point in time at which the sale of options occurs.

## 28. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the Seychelles Law and each of the parties irrevocably agrees that the courts of Seychelles shall have jurisdiction to settle any suit, action or other proceedings relating to this Agreement and waives any objection which it may have at any time to the laying of venue of any proceedings brought in any such court and agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over it.

## 29. PRIVACY

Any personal information provided by the client to the Company will be treated as confidential and shared only within the Company and its affiliates and will not be disclosed to any third party except under any regulatory or legal proceedings. In case such disclosure is required to be made by law or any regulatory authority, it will be made on a 'need-to-know' basis, unless otherwise instructed by the regulatory authority. Under such circumstances, the Company shall expressly inform the third party regarding the confidential nature of the information.

Without limiting the foregoing, the Company, a regulated Firm, is required to comply and has taken all reasonable steps to be considered in compliance with the Foreign Account Tax Compliance Act (FATCA) and the Common Reporting Standard (CRS). The Client may contact the Company for additional information and/or clarifications prior to the signing of this Agreement. The Client acknowledges and accepts that the Company, is required to disclose information in relation to your tax residency to the relevant authorities, as per the reporting requirements of CRS and FATCA.

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## 30. SWAP FREE ACCOUNT

30.1. The Company's Swap Free Account allows swap free trading in compliance with the Sharia Law, which means traders can trade on an Swap Free Account without being charged overnight fees. The Company's Swap Free Account is completely swap free for as long as the account is open and is only available for traders of the Muslim religion and should only be requested on the grounds of religious belief.

30.2. By submitting a Swap Free Account request and following its approval, all of the Client's MT4 accounts shall have the Swap Free Account status (No Swaps).

30.3. For the opening of an Swap Free Account, evidence of religion must be presented. Swap Free Account holders cannot open another accounts type. The Company maintains the right to limit trading if there is evidence of manipulation.

30.4. The Company reserves the right to decline a swap Free Account request, without providing any explanation/justification to the Client.

30.5. The Client further acknowledges that swap free applies for 10 calendar days only. Therefore, swap free accounts holding a position open for more than 10 calendar days, will be credited or debited swap accordingly.

30.6. The Company reserves the right to disable and/or enable swap free trading for Client's trading account and/or reverse any cumulative profits derived from the said trading at any given time and/or retrospectively charge the waived swap fee. This can occur at times where there is suspicion of swap abuse aiming at generating riskless profit where the Client abuses the Company's trading conditions/systems or where the Client's trading strategy imposes a threat to the Company's trading facility or where the Company deems necessary in order to protect the smooth operation of its trading facility.

## 31. LIMITED LIABILITY

31.1. We undertake to supply steady Services on the website. However, we assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the website or Services. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, hardware, software, failure due to technical problems or traffic congestion on the Internet or on any of the website or Services.

31.2. To the maximum extent permitted by applicable law, under no circumstances shall we be responsible for any loss or damage resulting from use of the website or Services, from any content posted on or through the website or Services, or from the conduct of any users of the website or Services, whether online or offline.

31.3 The Company shall bear no responsibility for any loss as a result of any acts and / or omissions, weather carried out by the Client or by a Third Party on the Client's behalf in relation to your transactions to us.

**By signing up with the Company and explicitly ticking the relevant box on the sign-up form, the Client hereby has read, understood and agrees to the Business Terms and Conditions as stated herein**

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## ADDENDUM

### 32. TRIPLE ZERO ACCOUNT

#### 32.1. Eligibility

To be eligible to register a Triple Zero Account, the following cumulative criteria must be met:

32.1.1. A natural or legal person must:

- a) not be a resident of the European Union; and,
- b) not be an existing Client or have been a Client of the Company in the past, except if they have never traded with the Company; and
- c) register and open a new Classic Account with the Company via the dedicated Triple Zero Account Landing Page. It is understood that registration by any other means, via partner link or otherwise, will exclude the Client from creating a Triple Zero Account; and,
- d) deposit the minimum amount required for creating the Classic Account, (for minimum deposit requirements please consult the Company's website).

#### 32.2. Trading Conditions

- a) The Triple Zero Account allows eligible Clients to trade on the Trading Platform(s) of the Company:
  1. **from zero** ("0") spread on selected pairs (majors and GOLD) for a period of twelve ("12") months from the date the new account has been successfully opened and credited (the "Triple Zero Account").
  2. **Zero withdrawal fees** by credit card. The general terms and conditions for withdrawal and deposit apply. Please refer to the relevant section above.
  3. **Zero commission** on selected pairs (majors and GOLD).
- b) Eligible Clients will not have the possibility to open a position with a negative spread.
- c) Swap charges may be up to 50% (fifty percent) greater than the Swap applicable to the Classic Account.
- d) Trading with the assistance of an EA under the Triple Zero Account is prohibited and shall be deemed as abusive trading, as per the General Terms & Conditions.
- e) Clients who have a Triple Zero Account are exempted from any bonuses and may not benefit from any other program, offer or campaign simultaneously.
- f) The Client will have access to the applicable spreads, swaps and commissions before opening a transaction, on the MT4/MT5 platforms and the Client expressly acknowledges that (s)he is sole responsible to check any related costs prior each transaction. The Company shall not be responsible in any case, if the Client places an order on an underlined asset not covered by the offer.

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## Triple Zero Account - Terms Summary

Duration: 12 months		Bonuses: Not applicable
Eligibility: New Non-EU clients only	0 Commission on selected pairs (major and Gold)	Offers / Other Programs: Cannot combine
Unable to open a position with negative spread	From 0 Spread on selected pairs (majors and GOLD)	EA: Prohibited
Swap: Up to 50% greater than Classic Account	0 withdrawal fees by credit card.	Minimum Deposit: Same as Classic Account

### 32.3. Duration & Termination

- a) The Triple Zero Account will be available from the launch date of the campaign by the Company, which will be marked by the availability of the dedicated Landing Page for direct registration. The offer to open a Triple Zero Account Program is valid from the **February 23, 2022 at 00:00 UTC** for a period of (3) three months with automatic renewal at the end of the period, unless terminated by the Company in accordance with these T&Cs.
- b) The Company reserves the right to terminate the Triple Zero Account program or any specific account at any time and without cause. Termination of the Triple Zero Account by the Company will cause all Triple Zero Accounts to be converted into Classic Account.
- c) The Company reserves the right to periodically review and amend the terms and conditions of the Triple Zero Account program. Prior notice will be given by way of announcement on the Company's website.

### 32.4. All other terms and conditions apply.