



## Quinnix's Agreement Terms and Conditions

These are the whole terms and conditions that apply to the access and/or use of any of Quinnix's Website(s), Electronic Trading Platform(s), Software, and/or Services (hereinafter referred to collectively as our "Online Trading Facility").

Quinnix Ltd. (trading as 'Quinnix') is a Commodity Pool Operator registered with the Registrar of Companies in United States and regulated by The National Futures Association or NFA (NFA ID. 0543531 of the U.S.) and Fintrac - Money Service Business QUINNIX GROUP LTD, Jurisdiction of incorporation: Federal (Canada), MSB activities: Foreign exchange dealing/ Money transferring/ Dealing in virtual currencies (MSB registration number: M21729294). All access to and/or use of our Online Trading Facility is governed by the terms of these terms and conditions (hereinafter referred to as "Terms and Conditions" and/or "Agreement").

Before accessing and/or utilizing our Online Trading Facility, please read these Terms and Conditions thoroughly and carefully. Before you can become a client of Quinnix, you must read, agree to, and accept all of the terms and conditions contained in this Agreement without alteration, including those expressly set out below and those incorporated herein by reference.

Acceptance of these Terms and Conditions, as well as any other legal notices and statements published on or in our Online Trading Facility, is contingent on your access and use of our Online Trading Facility. Your access to and use of our Online Trading Facility is governed by the version of these Terms and Conditions in force on the date you access and/or use our Online Trading Facility. If you have any questions, please contact our customer support at Email : [support@quinnixtrade.com](mailto:support@quinnixtrade.com) before continuing to use and/or utilize our Online Trading Facility.

We retain the right, at any time, to amend, alter, modify, delete, or add to any of the provisions of these Terms and Conditions, in compliance with the Terms hereof. We will post any changes to these Terms and Conditions (hereafter referred to as "Changes") on our Online Trading Facility and/or otherwise notify you of such Changes. Each such message shall be regarded sufficient notice, and it is your responsibility to review and/or check this Agreement on our Online Trading Facility for any such Changes on a frequent basis. As a result, you should revisit these pages periodically to ensure that you are aware of any changes. All revised conditions will take effect five (5) calendar days after they are first posted on our Online Trading Facility, or as soon as you access and/or use our Online Trading Facility after they are made, whichever comes first. Your continued use of our Online Trading Facility following the posting of any Changes will be deemed to confirm your acceptance of the new Terms and Conditions, and you will be bounded by those Terms and Conditions, as modified. If you do not agree to be bounded by the Changes, you must immediately stop accessing and/or using our Online Trading Facility and notify us in writing.

Different particular terms of access and/or use may be displayed on some areas or parts of our Online Trading Facility. If there is any disagreement or inconsistency between these

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**Website :** [www.quinnixtrade.com](http://www.quinnixtrade.com) **E-mail :** [support@quinnixtrade.com](mailto:support@quinnixtrade.com)

**Address :** 6 Holywell Lane, London, England, EC2A 3ET

Conditions and Conditions and any such special terms of access and/or use, the latter shall prevail in regards to your access and/or use of such relevant area or part of our Online Trading Facility.

Trading in any financial market entails a substantial amount of risk. Please be aware that the contents of our Online Trading Facility do not constitute a solicitation or an offer to engage in any financial market operation (s).

The contents of our Online Trading Facility, as well as any electronic messaging, website postings, e- mail, telephone, telefax, or other communications you may receive from us, and any part of any member's area on our Online Trading Facility, in particular, are for general information and educational purposes only and do not constitute investment advice or unsolicited financial promotions to you. Before accessing and/or utilizing our Online Trading Facility, please read our "Risk Warnings & Disclaimers."

## **PART A: GENERAL TERMS AND CONDITIONS**

### **1. THE AGREEMENT'S PARTIES**

- 1.1 This Agreement is made between you, as our client (hereinafter referred to as "you" or "your" or, in general terms, the "client") and Quinnix Ltd., a limited liability company formed under the laws of United States and regulated by The National Futures Association (NFA) of the U.S (hereinafter referred to as "us", "our", "we" or "the company"). Before accessing and/or using our Online Trading Facility, you must accept this Agreement in their entirety, without limits or objections. Furthermore, you must fully understand and agree to all of the terms and conditions expressly specified and/or implied herein, and/or incorporated herein by reference, before you access and/or use our Online Trading Facility and before you become a client of Quinnix. Regardless of what others may say, by continuing to use our Online Trading Facility, you are assuming that you have read and completely accepted these Terms and Conditions in their entirety and without reservation.
- 1.2 "Quinnix" (hereinafter "us", "our", "we" or "the company") and "you," as our client (hereinafter "you," "your," or, in general, the "client") may be referred to as a "Party" and jointly as the "Parties."

### **2. ELECTRONIC SIGNATURES AND AGREEMENT ACCEPTANCE (S)**

- 2.1 You expressly acknowledge and agree that downloading, completing, and/or submitting to us the account documentation and forms posted on our Online Trading Facility (hereinafter referred to as the "Account Opening Application Form(s)" including Social Trading Registration) and/or clicking in the appropriate space, or on the "I Accept" or "I Agree" buttons, or similar buttons or links as may be designated by us to show your approval or acceptance, you are entering into a legally binding contract by and between you and us, and you fully agree to abide by and to be bound by all the Terms and Conditions.
- 2.2 To the extent permitted by Applicable Laws, Rules, and/or Regulations, you hereby consent to communications being made, and to the delivery of this Agreement and/or any agreements by and between us, or changes in these Terms and Conditions, via electronic media (including, without limitation, Electronic Messaging, website postings, e-mail, or other electronic means). To the extent permitted by Applicable Laws, Rules, and/or Regulations, communications made via electronic media in order to access contracts, place Orders, and other records, as well as the electronic delivery of notices, policies, and records of transactions initiated or completed through our Online Trading Facility and/or in relation thereto,

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shall be treated as satisfying any legal requirement. As a result, any such papers supplied to you electronically are considered "in writing."

- 2.3 If you "click" in the appropriate space, or on the "I Accept" button, "I Agree" button, "Submit" button, or similar buttons or links as may be designated by us to show your approval and acceptance thereof, or take such other action as may be indicated on our Online Trading Facility, you will be deemed to have "signed" the document. You hereby waive all rights or requirements under any Applicable Laws, Rules, and/or Regulations in any country that demand an original (non-electronic) signing, delivery, or preservation of non-electronic records, to the extent permitted by applicable required legislation.
- 2.4 By providing us with prior written notification, you expressly recognize that you have the right to withdraw your permission to electronic distribution and signature of documents at any time. If you cancel your consent, however, your access to and use of our Online Trading Facility may be restricted or terminated at our discretion, without any obligation on our part to provide you with any explanation or justification.

### **3. AGREEMENT SCOPE AND ACCEPTANCE (S)**

- 3.1 We will analyze the Account Opening Application Form(s) you submitted in order to become a client of ours and will notify you through e-mail whether or not your application is accepted. We reserve the right to reject and/or deny your application(s) at our sole discretion and without providing you with any explanation or justification.
- 3.2 Without limiting the terms of Section 2.1 above, we will become a counterparty to this Agreement and this Agreement will become binding on us only as of the date on which we transmit the above-mentioned confirmation e-mail, as indicated thereon (the "Effective Date").
- 3.3 This Agreement applies to all of our Online Trading Facility's electronic Content and/or Software (including, without limitation, all real-time information about the Price Quotes of Supported Financial Instruments provided thereon), as well as all program facilities for executing Transactions in Supported Financial Instruments via our OTF.
- 3.4 Different particular terms of access and/or use may be placed on some areas or parts of our Online Trading Facility. If there is any dispute or inconsistency between these Terms and Conditions and any such special terms of access and/or use, the latter shall prevail with respect to your access and/or use of the relevant area or section of our Online Trading Facility.
- 3.5 We may send you additional communications from time to time regarding certain Transactions and/or Contracts, which may include specific legal and/or contractual requirements relating to such Transactions and/or Contracts. The legal and/or contractual provisions set forth in such communications to you in respect of certain Transactions and/or Contracts shall prevail in the event of any conflict and/or discrepancy between the clauses of this Agreement and/or its annexes, appendices, addenda, attachments, schedules and/or exhibits, and the legal and/or contractual provisions set forth in such communications to you in respect of certain Transactions and/or Contracts. The fact that a legal and/or contractual provision is expressly set forth herein or included in a specific communication to you in relation to one Transaction and/or Contract does not preclude a similar legal and/or contractual provision from being expressed or implied, or from being applicable, in relation to any other Transaction and/or Contract.

## 4. AUTHORISATION

- 4.1 Our Online Trading Facility is available to persons over the age of 18. We will not be responsible in any way or manner for any unauthorised access and/or use of our Online Trading Facility by unauthorised persons and will not be responsible for determining whether any Transactions and/or Contracts you may enter into via our Online Trading Platform are suitable, appropriate, or advisable for you.
- 4.2 In light of the foregoing, and without limiting any other representations, warranties, or covenants made under this Agreement, you hereby represent and warrant:
- a. that you are an individual who can form legally binding contracts under the laws of your country of residence;
  - b. if you are an individual, that you are over the age of 18 or otherwise eligible to form legally binding contracts under the laws of your country of residence;
  - c. that all of the information you provide to us for the purposes of opening an account with us and/or accessing and/or using our Online Trading Facility (in particular, but without limitation, in your Account Opening Application Form(s)) is correct and current.
  - d. that you have all necessary rights, power, and authority in your country of residence.
- 4.3 By accepting these Terms and Conditions, you authorise us, or agents acting on our behalf, to examine your credit standing and to contact such banks, financial institutions, and credit agencies as we think necessary to verify such information. You also authorise us to investigate any current or previous investing activity, and to contact any exchanges, broker/dealers, banks, or other third parties as we believe necessary.

## 5. FINANCIAL EXPERIENCE AND UNDERSTANDING

- 5.1 Furthermore, our Online Trading Facility is available to, and may only be used by, Persons who have sufficient experience and knowledge in financial matters to be capable of evaluating the benefits and risks of accessing and/or using our Online Trading Facility and entering into Transactions and Contracts via our Online Trading Facility without relying on any information, and who have done so without relying on any information.
- 5.2 Without limiting any other representations, statements, and/or covenants made under this Agreement, you hereby represent, warrant, and covenant as follows: (a) that you have sufficient financial experience and knowledge to assess the merits and risks of entering into Transactions and/or Contracts via our Online Trading Facility; and (b) that you have done so without relying on any information contained on or in our Online Trading Facility, or otherwise provided by us in relation thereto: (c) that in entering into this Agreement and/or any Transactions and/or Contracts via our Online Trading Facility, you act as Principal and sole beneficial owner (but not as trustee); and (d) that, regardless of any subsequent determination to the contrary, trading in financial contracts, Transactions and/or Contracts via our Online Trading Facility (and in such other investments as we may from time to time) is prohibited.
- 5.3 Without limiting the foregoing, we will not be responsible for verifying and/or checking whether you have sufficient knowledge and/or experience for accessing and/or using our Online Trading Facility and/or entering into financial contracts via our Online Trading Facility, nor for any damages and/or losses incurred by you as a result of insufficient knowledge and/or experience.

## 6. LEGAL LIMITATIONS

- 6.1 Without limiting the foregoing, our Online Trading Facility is not available in any jurisdiction where access and/or use is prohibited, and we reserve the right to refuse, decline, or cancel our Online Trading Facility and/or any part or component thereof, at any time, for any reason, without providing you with any explanation or justification.
- 6.2 In this regard, you acknowledge that financial contract laws vary around the world, and that it is your sole and exclusive responsibility to ensure that you fully comply with any law, regulation, or directive applicable to your country of residence, or, in the case of a Legal Entity, its country of formation, incorporation, and/or domiciliation, with regard to accessing and/or using financial contracts. For the avoidance of doubt, access to our Online Trading Facility does not imply that it, and/or any activities you may engage in through it, are legal under the laws, regulations, or directives applicable to your country of residence, or, in the case of a Legal Entity, its country of formation, incorporation, and/or domiciliation.
- 6.3 Our Online Trading Facility does not represent, and may not be used to make, an offer or solicitation to anyone in any country where such an offer or solicitation is not permitted, or to anyone to whom such an offer or solicitation is prohibited. In some areas, access to and/or use of our Online Trading Facility, as well as the offering of financial contracts via our Online Trading Facility, may be limited, and users accessing our Online Trading Facility must be aware of and adhere to such restrictions.

## 7. MODIFICATIONS

- 7.1 We reserve the right, at our sole discretion, to revise, alter, modify, delete, or add to any of the provisions of this Agreement at any time and without prior notice.
- 7.2 Any changes to these Terms and Conditions (hereafter referred to as "Changes") will be posted on our Online Trading Facility, Website and/or otherwise communicated to you. Each such message shall be regarded sufficient notice, and it is your responsibility to review and/or check this Agreement on our Online Trading Facility for any such Changes on a frequent basis. As a result, you should visit these pages periodically to ensure that you are aware of any changes.
- 7.3 All revised conditions will take effect five (5) calendar days after they are first posted on our Online Trading Facility, or as soon as you access and/or use our Online Trading Facility after they are made, whichever comes first.
- 7.4 Your continuing use and/or use of our Online Trading Facility following the posting of such Changes will be deemed to confirm your acceptance of the new Terms and Conditions, and you will be bounded by those Terms and Conditions, as modified.
- 7.5 Different particular rules of access and/or use may be placed on some regions or parts of our Online Trading Facility. If there is any dispute or inconsistency between these Terms and Conditions and any such special terms of access and/or use, the latter shall prevail with respect to your access and/or use of the relevant area or section of our Online Trading Facility.

## 8. THE MOST RECENT VERSION OF THE AGREEMENT IS NUMBER ONE

- 8.1 This is the most recent version of this Agreement, as of November 27<sup>th</sup> 2021, when it was released and uploaded. This version of the Agreement replaces, alters, and supersedes all previous versions.
- 8.2 The prior version of this Agreement applies to all transactions made by users who registered before November 27<sup>th</sup>, 2021 that were not completed on or before that date.

You may print a copy of this Agreement and keep it in your files.

## 9. SEVERABILITY OF THE ENTIRE AGREEMENT

- 9.1 This Agreement (together with its annexes, appendices, addenda, attachments, schedules and exhibits, and/or amendments) constitutes the entire agreement between you and us regarding your access and use of our Online Trading Facility, and it cancels and supersedes all previous arrangements or agreements by and between you and us with respect to the subject matter hereof, superseding any other communication between you and us.
- 9.2 If any part, term, or provision in this Agreement is held by final judgment of any court of competent jurisdiction to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions shall not be impaired or affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be illegal, invalid or unenforceable.
- 9.3 If any of the provisions of this Agreement are found to be invalid or unenforceable, in whole or in part, the Parties will negotiate in good faith with the intention of replacing the void provision with a valid one that, in its economic effect, best complies with the void provision in a manner consistent with their joint intention as expressed herein, and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible.
- 9.4 Without limiting the foregoing, if any provision (or portion of a provision) in this Agreement is deemed to be unduly broad as to duration, activity, or subject for any reason, it must be read by restricting and reducing it to the broadest extent compatible with then-applicable law.

## 10. DEFINITIONS

These following words, as used in this Agreement, shall have the meanings assigned to them in the defined terms, unless the context otherwise requires.

- 1) “**Account**” means the uniquely assigned account that is created for a client when that client creates a trading account with us;
- 2) “**Access Data**” means the login and password of the Client, which are required so as to place Orders in CFDs on our the trading platform, and any other secret investor passwords, phone passwords or similar, used to access the Personal Area so as to perform non-trading operations;
- 3) “**Account Opening Application Form(s)**” means the account opening documentation and forms displayed on our Online Trading Facility that must be completed. We reserve the right to refuse and/or decline your account opening application(s) at our sole discretion and for any reason without being obligated to provide any explanation or justification;
- 4) “**System**” means all computer hardware and software, equipment, network facilities and other resources and facilities needed to enable you to use an electronic trading service;
- 5) “**Allowed Person**” means a person authorised by a client under a limited power of attorney, in accordance with these Terms and Conditions, to represent such client and deliver Instructions to us;
- 6) “**Act**” means United States Law, which implemented “MiFID” in United States law and provide for the provision of Investment Services, the exercise of Investment Activities, the operation of Regulated Markets, and other related matters;
- 7) “**Affiliate**” of a company or Person, when used in this Agreement, means any entity or person that controls, is controlled by, or is under common control with

- such company or Person, whether directly or indirectly through one or more intermediaries;
- 8) **“Agreement”** means this Agreement, including all of its annexes, appendices, addenda, attachments, schedules and exhibits, and amendments, as they may be in force from time to time and modified or amended from time to time;
  - 9) **“Anti-Money Laundering (AML) & Know Your Customer (KYC) Legislation”** means, collectively, Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing in accordance with The National Futures Association (NFA) of the U.S Rules;
  - 10) **“Anti-Spam Legislation”** refers to the Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (“Directive on Privacy and Electronic Communications”);
  - 11) **“Applicable Laws and Regulations”** means, collectively;
    - a. MIFID,
    - b. the Act,
    - c. The National Futures Association (NFA) of the U.S Rules,
    - d. the Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”) Legislation,
    - e. the Anti-Spam Legislation,
    - f. the Personal Data Protection Legislation,
    - g. any other rule or regulation of a relevant government;
  - 12) **“Associate”** means an undertaking in the same corporate group as us, a Representative whom we or an undertaking in the same group as us may appoint, or any other person with whom we have a relationship that might reasonably be expected to give rise to a community of interest between us and them;
  - 13) **“Balance”** means the balance of a client's Account following the most recent Account transaction(s) during a particular period of time;
  - 14) **“Business Day”** means any calendar day (excluding Saturday or Sunday) which banks in the United States are open for business;
  - 15) **“CFD Contract” or “CFD(s)”** means a contract which is a ‘contract for differences’ by reference to fluctuations in the price of the relevant underlying security or index, trading in CFDs is trading on the outcome of the price of an underlying exchange instrument (e.g., an equity, currency, or futures), whereby such trading does not occur on a recognized or regulated “exchange”; trading in CFDs is not subject to delivery of the underlying exchange instrument and/or any other interest;
  - 16) **“Client”** means “you” or “your” and, in more general terms, any Person (A) who is interested in Transactions and/or Contracts, (B) who enters or has entered our Online Trading Facility, and/or(C) who has submitted to us all required Account Opening Application Form(s);
  - 17) **“Client Classification”** means our overall, product or transaction specific classification of clients in accordance with MiFID;
  - 18) **“Collateral”** means any securities or other assets placed with us as a continuing security and collateral for the payment and discharge of all obligations payable to us in regard to any Services provided by us under and/or pursuant to this Agreement;
  - 19) **“Commission, Charges & Margin Schedule”** when used in this Agreement, means the schedule of commissions, charges, Margin, interest, and other rates

- which may be applicable to our Services at any time, as determined by us on a current basis; the Commission, Charges & Margin Schedule is available on our Online Trading Facility and may be supplied separately;
- 20) “**Contract**” means any contract, whether oral or written, entered into by and between us and you for the purchase or sale of any commodity, security, currency, or other Supported Financial Instrument or property, including, without limitation, any derivative contracts, such as CFDs or other transactions related thereto, entered into by and between us and our client(s);
  - 21) “**Contract Details**” means the section of the public pages of our website designated as the Contract Details as amended from time to time.
  - 22) “**Counterpart(y)ies**” means banks and/or brokers via whom we may cover our transactions and/or Contracts with client(s);
  - 23) “**Credit Bonus**” means the promotional bonus offered to the clients who make a deposit to the live trading account, Pro/Classic /VIP types, which is subject to the Credit Bonus’ Terms and Conditions. It is non-transferable and not be redeemed for cash or prizes;
  - 24) “**Credit Support Provider**” means any person who has entered into any guarantee, hypothecation, agreement, Margin or Security agreement in our favour in respect of a client's obligations under this Agreement;
  - 25) “**The National Futures Association of the U.S**” or “**NFA**” means the statutory regulatory body, commonly referred to as the ‘The National Futures Association of the U.S ’ or “NFA”, and its successors and assigns, or any replacement body thereof;
  - 26) “**NFA Rules**” means all applicable Regulations and Circulars issued by the “The National Futures Association (NFA) of the U.S” or “(NFA)” in the framework and context of the authority it has been granted under the Act, as they may be in force from time to time and modified or amended from time to time;
  - 27) “**Dealable Quote**” means a Price Quote that, by its terms, is capable of being used for the purpose of effecting a Transaction and/or Contract;
  - 28) “**Deal Request**” means an electronic message sent by the client via our online Trading Facility, requesting us to enter into a purchase Transaction or sale Transaction at our prevailing Price Quote for such Transaction and/or Contract, as displayed on our Online Trading Facility;
  - 29) “**Deal Response**” means, with respect to a particular Deal Request sent by a client to us via our online Trading Facility, an electronic message sent by us to such client via our Online Trading Facility, acknowledging receipt of the Deal Request and confirming, whether or not we have agreed to accept the terms of the Deal Request submitted by the client;
  - 30) “**Delegated reporting service**”, means the service of reporting Eligible Transactions to the Trade Repository on behalf of the client to facilitate the Client’s compliance;
  - 31) “**Deposit(s)**” means the funds placed and/or transferred by clients into their Account(s) with us.
  - 32) “**Durable Medium**,” means any instrument that allows clients to store information in a way that is accessible for future reference for a period of time adequate for the information's purposes and that allows the unchanged reproduction of the information stored;
  - 33) “**Effective Date**,” means the date on which this Agreement takes effect, as specified on the confirmation e-mail issued by us to a client confirming that such client's Account Opening Application Form(s) has/have been accepted;



- 34) **“Electronic Messaging”** means any form of electronic communication we use to communicate with our clients about our Online Trading Facility (including, without limitation, with reference to any Transaction(s) or Contract(s) entered into via our Online Trading Facility), including, but not limited to, electronic mail;
- 35) **“Electronic Services”** means a service provided by us, such as an online trading service providing customers with access to information and trading facilities via an internet service, a WAP service, and/or other electronic Order routing system;
- 36) **“Electronic Trading Platform(s)”** means the online electronic trading platform(s) that we made available to our clients for placing Orders, requesting Price Quotes for Transactions and/or Contracts, receiving price information and market related news, and having a real-time revaluation of their open positions;
- 37) **“Eligible Counterparty”** means a client with the experience, knowledge, and skill to make their own investment decisions and correctly assess their risks it faces, it is defined as the following services and activities: a) execution of Orders, b) dealing on own account and c) reception and transmission of Orders, and related ancillary services.  
Eligible Counterparties include the following for the purposes of client categorization/classification under MiFID: Investment firms; credit institutions; insurance companies; undertakings for collective investment in transferable securities; pension funds and their management companies; individuals whose primary business is dealing on their own account in commodities, commodity derivatives, or both, unless they are parts of a group whose primary business is the provision of investment;
- 38) **“EMIR”** means Regulation (EU) No 648/2012 of the European Parliament and of the Council on OTC derivatives, central counterparties and trade repositories dated 4 July 2012 and any applicable supporting law, rule or regulation;
- 39) **“Equity”** means the “capital value” of an Account at the current time, it is calculated by adding the total value of all open positions relating to Transactions and/or Contracts generated through the Account, adjusted with all ‘Floating Profit/Loss’ and all relevant ‘rollover rates’ and/or swaps;
- 40) **“FATCA”** means: a. sections 1471 to 1474 of the United States Internal Revenue Code of 1986, or any associated regulations or other official guidance; b. any treaty, law, regulation, or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction;
- 41) **“Financial Instrument(s)”** means (a) CFDs on currencies, equities, precious metals, financial indices, future contracts, and any other trading tools; (b) Options, futures, swaps, forward rate agreements, and any other derivative contracts relating to securities, currencies, interest rates, or yields, or other derivative instruments;
- 42) **“Fraud Traffic”** means deposits or traffic created towards our Online Trading Facility by illegal means or in bad faith to defraud the system, regardless of whether or not, it actually does us any harm. Fraud Traffic includes, but is not limited to, spam, false advertising, and deposits made with stolen credit cards, collusion, service, system, bonus, or promotion manipulation (including, but not limited to, "sniping" or "scalping" hereinafter collectively referred to as "arbitrage," "cash back arbitrage," "interest arbitrage," and/or "churning"), offers to share commission(s), and offers to share commission(s). If Quinnix has reasonable evidences that the clients use the methods prohibited such as arbitrage practice, carry trade, fraudulent hedging, system errors or others mentioned above for their unfair advantages, the relevant transactions and profits acquired by these

- executions will be voidable. Withdrawal will be suspended until the investigation process is completed;
- 43) **“Floating Profit/Loss”** means the unrealized profit (loss) of open positions relating to Transactions and/or Contracts in Supported Financial Instruments, generated through an Account at current prices of the Underlying Instruments (currencies, contracts or stocks, equity indexes, precious metals or any other commodities);
  - 44) **“Indicative Quote”** means a Quote at which the company has the right not to accept any Instructions or arrange for the execution of any Orders in CFD trading;
  - 45) **“Intellectual Property Assets”** means (a) our Online Trading Facility; (b) our Services; (c) any other of our platforms or Software (including, without limitation, Demos and any relevant System Documentation and/or users' manuals); (d) this Agreement; (e) the Price Quotes we provide; and/or (f) any Pricing Data or other information we provide;
  - 46) **“Intellectual Property Rights”** means all intellectual property rights, including patents, trademarks, service marks, word marks, copyrights, database rights, topography rights, industrial design, know-how, trade secrets, trade names, logos, designs, symbols, emblems, insignia, slogans, marketing materials, and other identities;
  - 47) **“Inside Information”** means non-public information that, if made public, would have a significant impact on the pricing of a Transaction and/or Contract;
  - 48) **“Instruction(s)”** means dealing instructions and/or Orders given to us electronically via our Online Trading Facility. We may accept instructions from you in writing (including fax), by e-mail or other electronic means, or orally (including by telephone), at our sole discretion (but under no circumstances are we obligated to do so);
  - 49) **“Introducing Broker,” or “Affiliate Program”**, shall mean a financial institution or advisor that may be compensated by us and/or our clients for referring clients to us, providing advice to such clients, and/or executing such clients' Transactions and/or Contracts towards us;
  - 50) **“Margin”** means the amount of money you are required to pay us in order to open and maintain a Transaction;
  - 51) **“Free Margin”** means the amount of funds available in the client’s trading account which may be used to open a position or maintain an open position. It shall be calculated by taking the Equity in the account and subtracting the Margin required to open positions relating to Transactions and/or Contracts entered into through the Account;
  - 52) **“Margin Call”** means the term used to describe the alert sent to a trader to notify them that the capital in their account has fallen below the minimum amount needed to keep a position open. A margin call can mean that the trader has to put up additional funds to balance the account, or close positions to reduce the maintenance margin required;
  - 53) **“Margin Call Level”** means the Margin Level required to maintain your open positions, which is currently set at 50 percent of the Margin Level”
  - 54) **“Margin Trade”** is a Transaction and/or Contract opened and maintained on the basis of a Margin deposit, as opposed to a Transaction and/or Contract based on a purchase price.
  - 55) **“Market”** refers to any regulated market or multilateral trading facility (as defined in the The National Futures Association (NFA) of the U.S Rules) on which Underlying Instruments are traded.
  - 56) **“Market Disruption”** means, with respect to any Financial Instrument, the occurrence of any event or condition that, in our good faith opinion has a

- a. material influence on the liquidity of, or volatility of foreign exchange rates for, the relevant Underlying Instrument,
- b. material influence on the settlement of transactions.

Market Disruption includes, but is not limited to, the imposition of material restrictions or limitations on the trading, transfer, or settlement of transactions in any Underlying Instrument(s) by any government authority, central bank, or multinational organization (such as price controls, currency exchange controls, or mandatory exchange rates with respect to a particular Underlying Instrument);

- 57) **"Market Maker"** means a professional participant in the financial markets who continuously quotes both a buy and a sell price in Financial Instruments or commodities held in inventory in order to buy and sell in the event of interested clients, hoping to profit on the bid-offer spread;
- 58) **"Market Rate"** means, at any given time, the rate conclusively determined (in the absence of manifest error) by a Party to be the market rate available to that Party in the Market at that time for the purchase of a specified Financial Instrument with a second specified Financial Instrument for delivery on a specified date;
- 59) **"Market Rules"** means the rules, regulations, customs, and practices of any exchange, clearing house, or other organization or market involved in the conclusion, execution, or settlement of purchase and/or sale transactions in Underlying Instruments from time to time, unless the context otherwise requires, and/or any exercise by any such exchange, clearing house, or other organization or market;
- 60) **"MIFID"** means Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments, amending Council Directives 85/611/EEC and 93/6/EEC, and Directive 2000/12/EC of the European Parliament and of the Council, repealing Council Directive 93/22/EEC (the "Markets in Financial Instruments Directives").
- 61) **"Netting Transaction"** means a transaction that is intended to be subject to the sections headed "Netting" hereinafter, and is identified as a "Netting Transaction" herein or by its own terminology for such reasons;
- 62) **"Social Trading"** means the service provided by the Company via its Website giving the Client the ability either to become an Investor and start copying strategies of Strategy Providers or become a Strategy Provider;
- 63) **"Online Trading Facility"** means all Website(s), Electronic Trading Platform(s), Software, and/or Services supplied by us from time to time under and/or subject to the Terms of this Agreement, collectively and/or individually;
- 64) **"Order"** means a client's Order to access a Transaction and/or Contract in respect of a particular Financial Instrument on the terms specified in the Order, unless the context requires otherwise; by default, an Order is unlimited ("GTC – Good Till Cancel"), but we and/or the client may define the time of expiration of the Order; The following are examples of basic Order types:
  - a. "Market Execution Order" is an instruction from the trader to the broker to execute a purchase or sell order for a currency at the prevailing market price. A market order is therefore an instant order, not at a later time or date. A 'Market Execution Order' can include the following features:
    - (i) a "Stop Loss" (an Order to close a previously opened position at a price less profitable than the price at the time of placing the limitation) is an Order to limit losses.

- (ii) a "Take Profit" (an Order to close a previously opened position at a price more profitable than the price at the time of placing the limitation) is an Order to limit profits.
  - b. "Pending Order" is an order to purchase or sell a currency pair, which is executed in the future when the price reaches the specified level as the following features:
    - (i) 'Buy Limit' is an order to open a Buy Position at the price lower than the price at the moment of placing the Order;
    - (ii) 'Buy Stop' is an order to open a Buy Position at the price higher than the price at the moment of placing the Order;
    - (iii) 'Sell Limit' is an order to open a Sell Position at the price higher than the price at the moment of placing the Order;
    - (iv) 'Sell Stop' is an order to open a Sell Position at the price lower than the price at the moment of placing the Order;
- 65) **"Order Execution Policy"** means our current policy posted on our Online Trading Facility regarding best execution when executing client Orders; our Order Execution Policy is part of our Terms and Conditions of Business, which is a contractually binding agreement between us and our clients, and is incorporated herein by reference;
- 66) **"Over-the-Counter" or "OTC"** shall refer to 'Over-the-Counter' trading (not on a regulated "exchange," or "off-exchange"); any Transaction and/or Contract concerning a commodity, security, currency, or other financial instrument or property, including any option, future, or CFD, which is NOT traded on a regulated stock or commodity exchange, unless the context otherwise requires;
- 67) **"Party"** shall refer to us and/or our client(s), as the case may be, as it appears from the context in which this term is used in this Agreement; we and our client(s) may, collectively, be referred to in this Agreement as the "Parties";
- 68) **"Person"** shall refer to us and/or our client(s), as the case may be, as it appears from the context in which this term is used in this Agreement;
- 69) **"Personal Data"** means and includes any information relating to: an identified or a directly or indirectly identifiable, natural or legal Person, including, but not limited to, any data on us, our employees, directors, shareholders, prospects, contacts and/or suppliers, and/or our client(s);
- 70) **"Personal Data Protection Legislation"** means, collectively, Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data, as implemented in United States law;
- 71) **"Pip(s)"** means the smallest numerical value of a Price Quote (the last digit to the right of the decimal point) when used in this Agreement. 'Pip' value can be either fixed or variable depending on the currency pair (e.g., the pip value for EUR/USD is always \$10 for standard lots, \$1 for mini-lots, and \$0.10 for micro lots); the term "Pip(s)" is syn. Fractional pip pricing includes an extra decimal place in the price quote, resulting in more precise price quotes;
- 72) **"Pricing Data"** means all pricing data generated by the pricing engine integrated in our Online Trading Facility and fed to our Online Trading Facility on a real-time/delayed/end-of-day/historical basis, specifying the market prices of the Supported Financial Instruments traded on our Online Trading Facility;
- 73) **"Price Quote(s)" or "Quote(s)"** means an electronic message disseminated via our Online Trading Facility containing a "Transactional Ask Price" and a "Transactional Bid Price," as well as other parameters such as an indication of whether the Price

Quote is considered a "Dealable Quote" or a "Indicative Quote", for the purposes of this Agreement;

- 74) **"Principal"** means a person or a juristic person who is a party to a transaction (including, without limitation, these Terms and Conditions, Transactions, Contracts, and/or any other legally binding duties, terms contracts, and/or agreements);
- 75) **"Polic(y)ies"** means the "Privacy Policy" and the "International Data Protection Policy" published on our Website(s). Please note that our Polic(y)ies is/are a policy only. Our Polic(y)ies is/are not part of our Terms and Conditions, and is/are not intended to be contractually binding;
- 76) **"Professional client"** refers to a client who has the experience, knowledge, and expertise to make their own investment decisions and properly assess their own risks to be considered a Professional Client for the purposes of MiFID client categorization/classification, the client must meet the following criteria:
- a. Entities that must be permitted or regulated to engage in the financial markets (save for institutions included under the definition of "Eligible Counterparty").
  - b. Entities that meet two of the following Large undertakings size requirements on a company basis.

Other institutional investors whose primary activity is to invest in financial instruments, such as firms dedicated to asset securitization or other financing operations (with the exception of those listed under the definition of "Eligible Counterparty");

- 77) **"Prohibited Software"** means any software that gives traders an unfair advantage, items that fall into this category shall include, but are not limited to, specialized software programs that are designed to exploit possible price latencies on our Online Trading Facility or that allow for the use of technological and analytical tools;
- 78) **"Representative(s)"** means directors, officers, employees, lawyers, counselors, agents, licensees, or other authorised representatives;
- 79) **"Retail Client(s)"** means any client who is not a 'Professional Client' for the purposes of client categorization/classification under MiFID;
- 80) **"Rollover Fee(s)/Swap(s)"** is the interest added to or taken from a client's Account for rolling over (holding/transferring) open positions relating to Finance Transactions generated through an Account to the next day, unless the context otherwise requires; Rollover Fees/Swaps are calculated as the overnight interest rate differential between the two currencies on which the position is held, depending on the position type (Buy (Long)/ Sell (Short); Rollover Fees/Swaps are charged on the client's Account only on positions that are kept open to the next trading day; Although there is no rollover on Saturdays and Sundays when the markets are closed, banks still calculate interest on any position held over the weekend; to bridge this time gap, we use a 3-day rollover strategy on Wednesdays; as a result, rollover/swaps are charged at triple rate on Wednesday night; please note that Rollover/Swaps are charged at triple rate on Wednesday night;
- 81) **"Security"** means any cash, securities, or other assets deposited with us as Collateral;
- 82) **"Services"** means the services to be provided by us to our client(s) as construed by these Terms and Conditions. The term "Services" shall include any dealing, Order routing, advisory, or other services, which we provide from time to time to our client(s) via remote access to our Online Trading Facility via the Internet;

- 83) **“Settlement Confirmation”** or **“Trade Confirmation”** or **“Settlement/Trade Confirmation”** means a notification from us to a client confirming the client's entry into a Transaction and/or Contract, unless the context otherwise requires;
- 84) **“Spreads and Conditions Schedule”** means the schedule of spreads, charges, Margin, interest, and other rates that may be applicable to our Services at any time, as determined by us on a current basis; the Spreads and Conditions Schedule is available on our Online Trading Facility and may be supplied to our clients on demurrage; the Spreads and Conditions Schedule is available on our Online Trading Facility and may be supplied to our clients on demurrage;
- 85) **“Spyware”** means a type of malware that can be installed on computers and collects small pieces of information about users without their knowledge; the presence of spyware is typically hidden from the user and can be difficult to detect; spyware is typically secretly installed on the user's personal computer;
- 86) **“Stop-out Level,”** means the level of equity in an Account at which our Online Trading Facility will begin automatically closing trading positions (starting with the least profitable position and continuing until the Margin Level requirement is met) in order to prevent further account losses into the negative territory. The Stop-out Level is equal to 20% of the Margin Level required to maintain open positions;
- 87) **“Supported Financial Instruments”** means the Financial Instruments for which we provide quotations via the Online Trading Facility, i.e., contracts for differences, spot or forward contracts of any kind in relation to any commodity, metal, financial instrument (including any security);
- 88) **“System Disruption(s)”** mean the occurrence of any event which in our good faith opinion materially prevents or limits our ability or our clients' ability from accurately and completely (i) distributing or receiving 'Price Quotes', 'Deal Requests' or 'Deal Responses'; or (ii) recording or maintaining the terms of any Transactions and/or Contracts; or (iii) entering into related hedging transactions on an automated basis;
- 89) **“Terms”** when used in this Agreement, means these Terms and Conditions regulating our clients' relationship with us;
- 90) **“Transaction”** means any transaction subject to this Agreement, and includes, without limitation: (a) transactions in Supported Securities (including, without limitation, contracts for differences, spot or forward contracts of any kind in relation to any commodity, metal, financial instrument (including any security), currency, interest rate, index or any combination thereof); (b) transactions, which are matched with any such Supported financial Instruments (including, without limitation, contracts for differences, spot or forward contracts of any kind in relation to any commodity, metal, financial instrument (including any security), currency, interest rate, index or any combination thereof); (c) any other transaction which we both agree, in this Agreement, or otherwise "in the terms agreed upon by mutual consent of the Parties", (d) the partial or full fill of your Instruction to Deal shall be a Transaction;
- 91) **“Quinnix”** or **“we”** or **“our”** or **“us”** or the **“company”** in this Agreement refers to our Online Trading Facility and its operator, **“Quinnix LTD.”** formed under the laws of United States and regulated by The National Futures Association (NFA) of the U.S.;
- 92) **“Quinnix' Website(s)”** or **“the Quinnix Website(s)”** or **our “Website(s)”** mean the Website(s) that are privately labelled, owned and hosted by us, including, without limitation, the Website(s) that are privately labelled, owned and hosted by us at the following URL's: [www. quinnixtrade.com](http://www.quinnixtrade.com) and any related sub-domains;

- 93) “**Transactional Bid Price**” or “**Bid Price**” mean the price rate at which a contract for the sale of a Supported Security can be entered into via the Online Trading Facility; the “Transactional Bid Price” or “Bid Price” is the price at which the market is willing to buy a certain Security; it is the price that is set for the selling of a Security when an Order to enter into a Contract for the sale of a Supported Security is placed via our Online Trading Facility.

## **11. INTERPRETATION**

- 11.1 Any reference in this Agreement and its annexes, appendices, addenda, attachments, schedules and exhibits to a document being "in the terms agreed upon by mutual consent of the Parties" shall mean, unless the context otherwise requires, that document in the terms mutually agreed upon by and between the Parties and for the purposes of identification and documentation thereof signed by each of the Parties, or such other terms as may be agreed upon by mutual agreement of the Parties and executed by each of the Parties in writing in substitution therefor.
- 11.2 In this Agreement and its annexes, appendices, addenda, attachments, schedules and exhibits, unless the context otherwise requires, references to any provision shall include such provision as from time to time amended, whether before, or on (in the case only of re-enactment or consolidation without substantive amendment) after the Effective Date, and shall be deemed to include provisions of earlier legislation which have been re-enacted (with or without modification) or replaced (directly or indirectly) by such provision, and shall further include all statutory instruments or Orders from time to time made pursuant thereto.
- 11.3 In this Agreement and its annexes, appendices, addenda, attachments, schedules and exhibits, unless the context otherwise requires: (a) the masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa; (b) references to persons shall include individuals, bodies' corporate, un-incorporated associations and partnerships; (c) the headings are inserted for convenience only and shall not affect the construction and interpretation of this Agreement; (d) references to recitals, clauses and annexes, schedules and exhibits and any subdivisions thereof, unless a contrary intention appears, shall be to the recitals, clauses and annexes, schedules and exhibits and subdivisions of this Agreement.
- 11.4 The annexes, appendices, addenda, attachments, schedules and exhibits and the Pre-amble and Recitals set forth hereinabove form an integral part of this Agreement and shall be construed as having the same full force and effect as if they would be expressly set forth in the body of this Agreement.
- 11.5 Unless the context otherwise requires, any reference in this Agreement to a “document” shall be construed to include any ‘electronic’ document.
- 11.6 Where any form of the word “including” appears in this Agreement, it will be interpreted as if followed by the phrase “without limitation”, unless the context otherwise requires.
- 11.7 Where any form of the word “Online Trading Facility” appears in this Agreement, it will be interpreted as if followed by the phrase “and/or any component or part thereof”, unless the context otherwise requires.
- 11.8 Where any of the words “purchase” and/or “sale” and/or “buy” and/or “sell” appear in this Agreement, unless the context otherwise requires, they will be read and constructed as technical terms only, as this Agreement does not envisage the transfer of title to any Financial Instruments (“delivery”) traded hereunder.
- 11.9 Whenever reference is made in this Agreement to ‘us’ or ‘we’, such reference shall be deemed to include, where appropriate, unless the context otherwise requires, to

our directors, officers, shareholders, partners, members, employees, agents, Third Party Service Providers, Representatives and/or Affiliates (together our "Associates").

- 11.10 Words and phrases defined in The National Futures Association (NFA) of the U.S Rules shall have the same meaning in this Agreement, unless expressly defined otherwise in this Agreement and/or unless the context requires otherwise. If there is any conflict and/or discrepancy between words and phrases defined in The National Futures Association (NFA) of the U.S Rules and any such words and phrases defined in this Agreement, the meaning attributed to such words and phrases in this Agreement shall prevail.

## **PART B: ACCESS AND USE OF OUR ONLINE TRADING FACILITY**

### **12. LICENSE TO ACCESS AND USE OUR ONLINE TRADING FACILITY ON A LIMITED BASIS**

- 12.1 Subject to the terms and conditions set forth herein, we hereby grant you a non-exclusive, revocable, non-transferable, limited and personal license to access and use our Online Trading Facility (the "License") in accordance with these Terms (which you may not sublicense or transfer without our express prior and written consent). This license is contingent on your continuous compliance with the Agreement's Terms and Conditions. You must already be (and be accepted as) a client of ours and have opened an account with us before we offer you access to our Online Trading Facility. The Account Opening Application Form is supplemented by these Terms, which are included into it (s). If there is a discrepancy between these Provisions and the terms of the Account Opening Application Form(s), our Online Trading Facility will be governed by these Terms.
- 12.2 We may be compelled by a Third Party Service Provider Here, you are required to impose additional limits on your access to and use of our Online Trading Facility by a Third Party Service Provider. You agree to abide by any additional access and/or usage limits that we may convey to you from time to time, or that are the subject of an agreement between you and such Third Party Service Providers. You acknowledge that your access to and/or use of all or part of our Online Trading Facility may be restricted, suspended, or terminated if you do not comply with such additional restrictions.
- 12.3 Unless we have expressly agreed otherwise in writing, our Online Trading Facility is designed for your personal, non-commercial use only. Here, you are required to use the information obtained from our Online Trading Facility (and/or any other of our information systems) solely for the purpose of accessing and completing Transactions and/or Contracts via our Online Trading Platform. We are providing our Online Trading Facility only for your personal, non-commercial use and only for the purpose of, and subject to, these Terms, unless we have expressly agreed otherwise in writing. You represent and warrant to us that you are accessing and/or using our Online Trading Facility for your personal, non-commercial use only as of the date of acceptance of these Terms and Conditions and each time you access our Online Trading Facility. If you access and/or use our Online Trading Facility for purposes other than your personal, non-commercial use, you agree to notify us immediately in writing, and you acknowledge that as a result of doing so, we may restrict, suspend, or terminate your access to all or part of our Online Trading Facility, at our sole discretion, without providing you with any explanation.



- 12.4 For the avoidance of doubt, you will be held liable for any unauthorised access and/or use of our Online Trading Facility that occurs in violation of this Agreement.
- 12.5 It is your responsibility to keep your Account numbers, user names, and passwords (collectively, "Access Codes") private. You understand and agree that any instruction or communication sent by you or on your behalf through our Online Trading Facility or through your Account is done totally at your own risk. You hereby expressly authorise us to rely on and act on any Instruction given to us that we believe to have been given by you or on your behalf by any agent or intermediary whom we believe in good faith to have been duly authorised by you, and to treat any such Instruction as fully authorised and binding upon you. You agree that we may use your Account number, Access Codes (user names and/or passwords) to identify you, and that you will not divulge this information to anybody who is not duly authorised by you.
- 12.6 You agree not to use our Online Trading Facility in any way that could damage or overburden any of our servers, or any network connected to any of our servers, and not to use our Online Trading Facility in any way that would interfere with any other party's use of our Online Trading Facility, because all servers have limited capacity and are used by many people. You also agree not to use our Online Trading Facility's Electronic Messaging and/or communication features for any purpose that is unlawful, tortious, abusive, invading another's privacy, harassing, libellous, humiliating, obscene, threatening, or hateful.
- 12.7 If we believe that any information provided by you, including, without limitation, any identification evidencing nationality, residence, or contact details, including without limitation your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any Term of this Agreement and/or any rescission clause, the License granted under this Agreement will be terminated with immediate effect.
- 12.8 If you violate this provision, you agree to stop accessing and/or using our Online Trading Facility immediately. You agree that, in these circumstances, we shall be entitled to terminate your access to our Online Trading Facility, close any and all of your open positions, and/or remove and discard any related information or content within our Online Trading Facility at our sole discretion, with or without prior notice, and without prejudice to any other remedies we may have under this Agreement.

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

- 13.1 International copyright and trademark laws protect the whole contents of our Online Trading Facility, including but not limited to any copyrights, trademarks, patents, service marks, trade names, software code, symbols, logos, characters, layouts, trade secrets, buttons, color scheme, and images. The contents of our Online Trading Facility, with the exception of third-party content, are original works of authorship produced by us or on behalf of our Third Party Licensors. We have sole rights to reproduce, exhibit, prepare derivative works, and distribute the material. We or our Third Party Licensors own the names, logos, trademarks, copyrights, and all other intellectual property rights in all of the information and software on our Online Trading Facility. All content from third parties that appear on our Online Trading Facility have been duplicated with their permission.
- 13.2 You may not alter, modify, copy, reproduce, republish, upload, post, transmit, distribute, or commercially exploit any materials from our Online Trading Facility, including text, graphics, video, audio, software code, user interface design, or logos, in any way without our prior written permission, except that you may print and download portions of material from the various. All third-party logos, trademarks, and items referenced on the site are the property of the respective (site) owner(s) and may not be used or disseminated without the owner's consent

(s). The License granted hereunder will be null and void if any of these requirements are violated.

- 13.3 Without our express, prior, and written approval, you undertake not to "deep-link" to our Online Trading Facility, resell or provide access to our Online Trading Facility to others, or replicate any contents displayed on our Online Trading Facility for resale or for any other purpose to others. If we allow you to link from another website to our Online Trading Facility, your website, as well as the link itself, may not imply that we endorse, sponsor, or are affiliated with any third-party website, entity, service, or product without our express prior and written permission, and you may not use any of our logos, trademarks, or service marks other than those contained within the text of the link.

#### **14. PROFESSIONAL ADVICE AND INVESTMENT GUIDANCE LIMITATIONS**

- 14.1 Our Online Trading Facility does not provide legal, tax or investment advice. Any and all material on our Online Trading Facility is provided solely for educational reasons and is not meant to give legal, tax, or investment advice. Any statements concerning profits or income, whether express or implied, do not represent a promise.
- 14.2 Based on your unique investment objectives, financial circumstances, and risk tolerance, you are solely responsible for assessing whether any investment, investment plan, or related transaction is appropriate for you. Your specific situation should be discussed with a legal or tax professional.

#### **15. INFORMATION ACCURACY**

- 15.1 While we have taken every effort to maintain the authenticity of the information displayed on our Online Trading Facility, the information and content are subject to change without notice and are given solely to help traders in making independent investment decisions.
- 15.2 While we have taken reasonable steps to ensure the accuracy of the information on our Online Trading Facility, we cannot guarantee its accuracy and will not accept liability for any loss or damage arising directly or indirectly from the content or your inability to access our Online Trading Facility, or for any delay in or failure of transmission or receipt of any inbound or outbound communication.
- 15.3 All contents on our Online Trading Facility are current as of the dates they were published or stated, and they may be replaced by market developments or other factors. In addition, you are responsible for ensuring that your browser's cache settings are set to the most recent data.

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

- 16.1 From time to time, we may make available on our Online Trading Facility certain analytical tools (such as market data, exchange rates, news, headlines, and graphs), connections to other websites, newsletters, and/or material from third parties. By doing so, we are not endorsing, representing, warranting, guaranteeing, or sponsoring the accuracy, correctness, timeliness, completeness, suitability, or effect or consequences of such information on you, nor are we endorsing, representing, warranting, guaranteeing, or sponsoring the accuracy, correctness, timeliness, completeness, suitability, or suitability of such information for you. Such data and tools are offered purely to assist you in making your own investment decisions and do not constitute investment advice or unsolicited financial advertising.
- 16.2 You acknowledge that we are not bound to continue providing the tools and information described above, and that we may remove such informational features from our Online Trading Facility at any time. Furthermore, we are under no

obligation to update the information presented on our Online Trading Facility at any time, and we will not be accountable for any such information's termination, interruption, delay, or inaccuracy. As a result, you agree not to allow deep linking or any other kind of redistribution or reuse of the financial information we post on our Online Trading Facility to any non-authorized users. As a result, before using such websites, newsletters, or material, we strongly advise you to read and thoroughly comprehend the terms and conditions as well as other rules.

- 16.3 Any information or material posted on our websites by third parties ("Third Party Content") reflects solely and exclusively the views of those who post such information or material, and is solely and exclusively the responsibility of those who post such information or material, and does not represent our Associates' views. Such data is not to be construed as evidence of a track record. We particularly urge clients and prospects to carefully analyze all statements and representations made by other traders, advisors, bloggers, money managers, and system suppliers before making an investment decision based on any of the foregoing.
- 16.4 Neither we, nor our officers, principals, employees, Representatives, or agents shall be liable to anyone for any losses, damages, costs, or expenses (including, but not limited to, lost profits, loss of use, direct, indirect, incidental, or consequential damages) resulting from any errors in, omissions from, or alterations to any such tools, websites, newsletters, or information. The above applies regardless of whether the claim is based on a contract, tort, negligence, strict responsibility, or other legal theory.

## **17. CONTENT AND RESEARCH FROM THIRD PARTIES**

- 17.1 As previously stated, our Online Trading Facility may contain general news and information, commentary, interactive tools, quotes, research reports, and data about foreign exchange markets, other financial markets, and other topics.
- 17.2 Some of the content on this page may have been provided by people who are not affiliated with us ("Third Party Content"). All Third Party Content is clearly and prominently identified as the source on our Online Trading Facility, and it is replicated with the permission of the respective owners.
- 17.3 Third-party content can be accessed via framed sections, connections to third-party websites, or simply by posting it on our Online Trading Facility. The Third Party Content is owned by or licensed from the Third Party Content provider(s) credited, as stated above, and is protected by relevant intellectual property laws and international treaties.
- 17.4 We do not endorse or authorize such Third Party Content, either directly or implicitly. The Third Party Content providers do not endorse or authorize the Third Party Content, either tacitly or explicitly, and its content should not be taken as legal, tax, or investment advice.
- 17.5 While we make every effort to provide accurate and timely information to meet our clients' needs, neither we nor any of our Third Party Content providers can guarantee its accuracy, timeliness, completeness, or usefulness, and neither we nor any of our Third Party Content providers can be held liable for any such content, including any advertising, products, or other materials. We, as well as its Third Party Content providers, expressly disclaim any liability for Third Party Content available on our Online Trading Facility. Only at your own risk will you utilize Third Party Content.

## 18. ACCESS TO AND USE OF OUR ONLINE TRADING FACILITY

- 18.1 You are solely responsible for supplying and maintaining the means for accessing and using our Online Trading Facility, which may include, but is not limited to, a personal computer, modem, and telephone or other access line.
- 18.2 You will be responsible for all access and service fees required to connect to our Online Trading Facility, as well as any charges incurred in doing so. You also undertake all risks associated with using and storing information on your personal computer(s) or any other computer(s) via which you will gain access to and/or use our Online Trading Facility (hereinafter referred to as "computer" or "your computer").
- 18.3 You represent and warrant that you have implemented and will continue to operate and maintain appropriate protection in relation to the security and control of all access and use of your computer, infection or viruses, worms, Trojan horses, or other code with contaminating or destructive properties, and/or other similar harmful or inappropriate materials, devices, information, or data.
- 18.4 You agree that we will not be liable to you in any way if your computer systems, data, or records, or any part of them, fail or are damaged or destroyed, or if you experience delays, losses, errors, or omissions as a result of the failure or mismanagement of any telecommunications or computer equipment or software.
- 18.5 You will not communicate to us or any of our online service providers any infection or viruses, worms, Trojan horses, or other code with contaminating or destructive qualities, and/or other similar harmful or inappropriate materials, devices, information, or data, whether directly or indirectly.
- 18.6 You agree to be solely responsible for the timely settlement of all Transactions and/or Contracts entered into through your Account with us. You are responsible for ensuring that you, and only you, manage access to your Account, and that no Minor or other person is permitted access to trade on our Online Trading Facility using your Account, unless we agree otherwise in writing. In any case, you and only you are solely responsible for any and all positions traded in your Account, as well as any credit card transactions made on your behalf. You agree to fully indemnify us against any and all costs and losses incurred by us and/or you as a direct or indirect result of your inability to perform or settle such a transaction.
- 18.7 You agree that if any Transaction is entered into, and/or any Contract is acquired or sold at prices that do not reflect relevant Market Prices, or that is acquired or sold at an abnormally low level of risk ("mispricing") due to an undetected programming error, bug, defect, error, or glitch in our Online Trading Facility and/or any related software, or for any other reason, you will be responsible for the results. You have a responsibility to notify us of any issue, error, or suspected system or other shortcomings you encounter.
- 18.8 Notwithstanding any other provision of this Agreement, we should deal with any errors, which may include, but are not limited to, a dealer's mistyping of a quote, a quote or trade that is not representative of the then-current Market Prices, an erroneous Price Quote from us or any third party, such as but not limited to an erroneous Price Quote due to hardware failure, an erroneous Price Quote from us or any third party. We reserve the right to make any required modifications or adjustments to the Account in the case of a quotation or execution error. We will decide any dispute arising from such quote or execution errors in our sole and absolute discretion.

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**Website :** [www.quinnixtrade.com](http://www.quinnixtrade.com) **E-mail :** [support@quinnixtrade.com](mailto:support@quinnixtrade.com)

**Address :** 6 Holywell Lane, London, England, EC2A 3ET

## **19. LIMITATIONS ON ACCESS AND USE OF OUR ONLINE TRADING SYSTEM**

- 19.1 We reserve the right to shut down our Online Trading Facility, or any part(s) or sections of it, at any time. We may, at our sole discretion (with or without notice), close out your open positions, Transactions, and/or Contracts at prices we deem fair and reasonable at the time, and no claims against us may be entertained in connection therewith.
- 19.2 We reserve the right to impose volume or other limits on any or all Accounts in our sole discretion.
- 19.3 Contract pay-outs will be determined by us using the daily values reported on our Online Trading Facility, which are relevant to the interbank trading data we receive for Transaction and/or Contract quotes, with the "proviso" that we will be entitled to correct such data if it is mispriced or typographically incorrect.
- 19.4 You acknowledge that, while the Internet and the World Wide Web are generally reliable, technical issues or other circumstances may cause you to be unable to access and/or use our Online Trading Facility.

## **20. TECHNICAL ISSUES**

- 20.1 We will not be liable for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high Internet traffic demand, security breaches and unauthorised access, and you agree not to hold or seek to hold us or any of our agents or Third Party Service Providers liable.
- 20.2 We make no representations, warranties, or guarantees that you will be able to access and/or use our Online Trading Facility at any time or in any location of your choosing, or that we will have appropriate capacity for our Online Trading Facility as a whole or in any geographic location.
- 20.3 We make no representations, warranties, or guarantees that our Online Trading Facility will operate without interruption or error. We make no representations or warranties about our Online Trading Facility or its content, including, but not limited to, warranties of merchantability or fitness for a particular purpose.
- 20.4 Without limiting the foregoing, we will not be liable for failures in the operation of informational systems caused by technical defects beyond our control that prevent us from fulfilling Orders and requirements.

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

You acknowledge and agree that we cannot and do not guarantee or promise that files and/or Software available for download through our Online Trading Facility are free of infection, viruses, worms, Trojan horses, or other code with contaminating or harmful properties. You are responsible for developing adequate procedures and checkpoints to meet your specific needs for data input and output correctness, as well as for maintaining a method for recovering any lost data outside of our Online Trading Facility.

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

- 22.1 We may provide links to other websites controlled or operated by third parties. Such connections to other third-party websites do not imply an endorsement, authorisation, sponsorship, or affiliation with the owners or providers of those third-party websites.
- 22.2 Before retrieving, using, relying on, or purchasing anything via the Internet, be sure you understand the dangers involved in accessing and/or using such third-party websites.

- 22.3 We make no claims concerning any other third-party website that you may visit through our Online Trading Facility or that may link to it. Please keep in mind that any other third-party website you visit is unrelated to our Online Trading Facility, and we have no control over the information on that third-party website (s). Furthermore, a link to our Online Trading Facility from a third-party website does not imply that we endorse or accept any responsibility for the content or use of that third-party website.
- 22.4 Links from our Online Trading Facility to third-party websites are provided solely for your convenience, and you agree that you will not hold us liable for any damages or losses incurred as a result of your use of or reliance on any content, goods, or services available on other third-party websites.

## **23. SOFTWARE**

- 23.1 Our Online Trading Facility may contain software (hereafter referred to as "Software") that can be downloaded. You acknowledge and agree that we make no warranty that any Software downloaded onto your computer equipment from or through our Online Trading Facility or elsewhere will be compatible with, or will operate without interruption on, your computer equipment, nor that any such Software will be uninterrupted, error-free, or available at all times. Our Online Trading Facility is not affiliated with any of the software it may make available for download, and we cannot be held liable for any problems or errors that may emerge as a result of the download or use of such software.
- 23.2 You further acknowledge and agree that downloading and/or using any Software may expose you to risks associated with downloading and/or using software that is incompatible with your computer equipment. You agree to accept such risks, which may include, but are not limited to, hardware, software, communication lines or systems, and/or other computer equipment failure or damage. We expressly disclaim all responsibility for the following, and you undertake to completely indemnify, defend, and hold us harmless from any and all damages, liabilities, losses, costs, and expenses that may result.
- 23.3 Each Software application downloaded from or through our Online Trading Facility comes with a personal license to use it in accordance with these Terms and Conditions. In addition to these Terms and Conditions, any software downloaded from or via our Online Trading Facility is subject to the terms of the individual software license that accompanies such download.
- 23.4 Unless we have expressly agreed differently in writing, any Software downloaded from or through our Online Trading Facility is exclusively for your personal, non-commercial use. Here, you are required to use any Software downloaded from or via our Online Trading Facility solely to access and execute Transactions and/or Contracts through our Online Trading Facility. Without our express and prior written consent, using any such Software to distribute signals, copy trades, share the Software or signals with third parties, or use the Software on MAM accounts (or in connection with any other portfolio management structure) is NOT permitted under this agreement, and may result in immediate termination of the License granted under this Agreement.

23.5 For the avoidance of doubt, you are responsible for and bound by any unauthorised access and/or use of any Software downloaded from or through our Online Trading Facility that is done in violation of this Agreement and/or the applicable personal license to use such Software. If you receive any data, information, or Software through our Online Trading Facility that you are not entitled to receive under these Terms, you shall immediately tell us and will not use such data, information, or Software in any way.

23.6 We reserve the right to change the terms and conditions of access and use, as well as to discontinue all or part of our services for all Software, products, and/or files downloaded from or through our Online Trading Facility, at any time, for any reason, and without providing you with any explanation or justification, at our sole discretion.

## **24. FORWARD LOOKING EARNINGS STATEMENTS**

On our online trading facility, every effort has been made to accurately represent our services and their potential. There is no guarantee that you will earn any money or income at all using the techniques and ideas in or through the materials or products provided on or through our online trading facility, even though the 'forex' industry is one of the few that has a great potential in terms of earn examples in these materials are not a promise or a guarantee of earnings. The person using any of our services, products, ideas, or techniques is entirely dependent on such earning potential at all times.

Upon request, any claims made can be verified. This applies to examples of actual results or exact earnings. The time you devote to the services, programs, ideas, and techniques mentioned, as well as your financial situation, knowledge and experience, and various skills, all affect your level of success in achieving the results that may be claimed in our materials. all of these vary based on individuals, so we can't and won't guarantee your success or income level. We are not in any way responsible for your actions.

It is possible that some of the materials or products available on or through our online trading facility may contain or be based on forward-looking earnings statements. Expectations or forecasts of future events are given in such forward-looking earnings statements. The fact that they do not relate directly or strictly to either historical or current facts identifies these statements. words like "anticipate," "believe," "estimate," "expect," "intend," "project," "plan," and others with similar meaning may be used in connection with a description of potential earnings or financial performance. If we use such statements on our online trading facility or in any of our sales material, it is only to express our opinion of earnings potential. Many factors will affect your actual results, so please be advised that no guarantees are made, neither to you nor to anyone else, that you or anyone else will achieve results similar to those mentioned on our online trading facility or in any of our sales material. In fact, no guaranties are made that any ideas, techniques, or software provided on our online trading facility or in any of our sales material or as may appear anywhere on our online trading facility will get you any results.

## **PART C: SERVICES**

You agree to the following in exchange for us carrying one or more Accounts for you and providing Services for your Account in connection with the purchase and selling of Supported Financial Instruments, which may be purchased or sold by or via our Online Trading Facility, or otherwise:

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**Website :** [www.quinnixtrade.com](http://www.quinnixtrade.com) **E-mail :** [support@quinnixtrade.com](mailto:support@quinnixtrade.com)

**Address :** 6 Holywell Lane, London, England, EC2A 3ET

## 25. SCOPE OF SERVICES

These Terms and Conditions apply to the entire scope of our Services, including, but not limited to, access to and use of our Online Trading Facility, data collection and storage practices, downloadable material from our Online Trading Facility, financial information published on our Online Trading Facility (either by us or by any affiliated party), real-time information, electronic content. These Terms and Conditions apply to all forms of communication between us and you, including Electronic Messaging, e-mail, telephone, fax, and other forms of communication.

## 26. REGISTRATION

- 26.1 We are required by law to authenticate and verify the identification of everyone who registers on our system or creates an Account with us. As a result, beginning from the date of your registration with us, we may ask you to disclose personally identifiable information at any time. If such information is not provided and/or any such information submitted to us seems to be untrue, inaccurate, incomplete, and/or wrong, we have the right to limit, block access to our Online Trading Facility, cancel, and/or close your Account with us. If you choose to give us with such information and register as a client with us, you are confirming to us that all information you submit is true, accurate, current, and complete. You also undertake not to impersonate anyone or anything, misrepresent any affiliation with another person, entity, or association, use fake headers, or otherwise hide your identify from us for any reason.
- 26.2 If you're registering as or on behalf of a business entity, you confirm that you have the ability to bind that entity to these Terms and Conditions. We follow strong security processes and promise to protect the information you submit us in line with the privacy policies posted on our website(s) (our "Privacy Polic(ies)").
- 26.3 Please keep in mind that when you register with us, you will select a username and password that will be used to personally identify you each time you log on to our system ("Access Codes"). At all times, your Access Codes (username and password) should be kept private and confidential. It is solely your duty to keep this information secure, and you are solely responsible for all actions taken with your Account User Information. You undertake to (a) immediately tell us of any unauthorised use of your Access Codes or any other security breach, and (b) log out of your Account in a timely and orderly manner at the end of each use. If you feel that the security of your Access Codes (username and password) has been compromised, please contact our Customer Support team as soon as possible.

## 27. ELIGIBILITY

- 27.1 As previously stated, it is a requirement that our Services be utilized and contracts be made only by individuals who are legally capable of entering legally binding agreements. Therefore, do not use our services if there is any reason why you would not be able to enter a legally binding agreement with us, for whatever reason. Persons who have not yet reached the age of 18 or who have not yet reached legal age are examples of such reasons.
- 27.2 Due to our internal policies, we only allow people who have sufficient experience, knowledge, and understanding of financial investments, who have the personal ability to identify good investments and distinguish bad investments, and who fully understand the risks associated with financial investments, regardless of any information they may have read on our Online Trading Facility.
- 27.3 The Directive of the European Parliament and of the Council of 21 April 2004 on Markets in Financial Instruments (hereinafter referred to as the "Markets in Financial Instruments Directive" or "MiFID") distinguishes between services that



are merely a matter of execution and those for which a prior assessment of the extent to which the service and/or the product is suitable to the requesting party is required. In the latter case, MiFID requires that certain information about clients be obtained and formally assessed in order to ensure such suitability and appropriateness; to meet this requirement, we have designed tests ("Suitability Test and Test of Appropriateness"), which we will apply to clients before providing investment services, depending on:

- a. the client classification/categorization assigned in line with the following rules;
- b. the nature of the investment service in question;
- c. the type of financial instrument used to provide the service;

27.4 The information received in this manner will be used solely for the above-mentioned assessment.

27.5 Regardless of the foregoing, the above-mentioned eligibility limits will only apply when our Services entail the use of actual money. The foregoing limitations do not apply to any practice application that is not linked to real-money transactions (such as "Demo Accounts").

## **28. CLIENT CATEGORIZATION UNDER MIFID**

28.1 The Directive of the European Parliament and of the Council of 21 April 2004 on Markets in Financial Instruments (hereinafter referred to as the "Markets in Financial Instruments Directive" or "MiFID") establishes a client categorization/classification regime in three 3 categories to reflect both customers' level of knowledge and experience in the financial markets as well as their ability to manage risk. We categorize/classify our clients into 2 categories, in order to comply with MiFID's requirements:

- a. Eligible Counterpart(y)ies ("ECP(s)"): a category that includes both (a) eligible counterparties (i.e., entities that are automatically treated as eligible counterparties), such as investment firms, credit institutions, insurance companies, undertakings for the collective investment of transferable securities ("UCITS"), pension funds, and national governments, and (b) entities that may be treasury counterparties.
- b. Professional Clients: a category that includes all of the entities that fall under the 'Eligible Counterparty' category mentioned above (such as investment firms, credit institutions, insurance companies, undertakings for collective investment in transferable securities (UCITS), pension funds, and national governments), as well as a few others, such as 'institutional investors whose main business is to invest in securities'.

28.2 MiFID also specifies objective criteria, which we used in carrying out the classification and reporting the results to individual clients, and which it has incorporated into our client classification policy. We assign varying degrees of regulatory protection to each group, and thus to clients within each category, in accordance with the standards required by MiFID. Professional Clients and Eligible Counter Parties, in particular, are provided the maximum regulatory protection; Retail Clients and Eligible Counter Parties are regarded to be more experienced, knowledgeable, and smart, and hence are afforded fewer regulatory protections.

28.3 The categorization/classification assigned to each client shall be communicated to them in writing. Any such categorization/classification, as well as any communication of it, shall be valid and applicable to all of the client's accounts with us. Please note that unless we qualify or reclassify you as a "Professional Client"

or a "Eligible Counterparty" based on the information you provide during the registration process or later, you will be considered as a "Retail Client."

## **29. RIGHT TO REQUEST CHANGES TO THE MiFID CLASSIFICATION ASSIGNED**

- 29.1 We provide our clients with the option of requesting re-categorization and, as a result, increasing or decreasing the level of regulatory protection available. When a client wants a change categorization (either overall or for a specific product), the client must meet certain quantitative and qualitative requirements. We conduct an adequate assessment of the client's expertise, experience, and knowledge based on the client's request in order to provide reasonable assurance, in light of the nature of the transactions or services anticipated, that the client is capable of making his or her own investment decisions and understanding the risks involved. If the above conditions are not met, however, we reserve the right to refuse to supply services under the proposed classification.
- 29.2 To request a change in client categorisation, you must submit a completed and signed special form for this purpose. This form is part of the Account Opening Application Form(s) that you must complete to open an Account with us and may be downloaded from our Online Trading Facility.
- 29.3 We will accept the request if you comply with the following legal and regulatory criteria at all times in order for the change to take effect:
- 29.4 An Eligible Counterparty has the right to opt-down, which means the client can request a higher level of protection, such as that provided to a Professional or Retail client; unless an Eligible Counterparty expressly and specifically requests to be treated as a Retail client.
- 29.5 A Professional Client has the right to opt-down to a Retail Client (with a higher level of protection) for all business conducted with us or on a "product category basis," but we are not obligated to accept such a categorisation; it is the client's sole responsibility to request this higher level of protection in writing.
- 29.6 A Retail Client has the right to request a lower level of protection than a Professional Client in respect of all of its business with us or on a "product category basis," but we are not obligated to accept such a categorisation; in the specific case of a request for a change from Retail to Professional Client, such a request expressly implies the express renunciation of the right to request a lower level of protection as a Professional Client. (a) to have conducted a significant volume of securities market transactions in the last four quarters with an average frequency of more than ten (10) transactions per quarter; (b) to have assets in the form of securities deposited in financial institutions and cash with a combined value of more than €500.000,-; (c) to hold or have previously held a professional position for at least one year.
- 29.7 If a Retail Client fits the above-mentioned conditions and requests a lower degree of protection as a Professional Client, we may, but are not obligated to, accept categorisation as a Professional Client for our Services, Transactions, and/or Contracts.
- 29.8 In response to any of the foregoing requests for modification, we shall notify you, as applicable, of the new classification assigned; any such updated categorization/classification, as well as any communication thereof, will be valid and apply to all of your Accounts with us.

## **30. CLIENT CATEGORISATION CHANGES**

Eligible Counterparties and Professional Clients are required to notify us of any changes that may affect their classification. If we do not receive such information from you, we will

assume that you continue to meet the requirements to be classified as an Eligible Counterparty or, in some cases, a Professional Client.

### **31. IDENTIFICATION**

- 31.1 As part of our obligations to comply with applicable "Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation," you will be prompted to provide us with the following information when you register with us: (a) name; (b) address/ residency.
- 31.2 If an Account owner dies and his or her legal heirs want to withdraw the Account's remaining balance, to the extent there is any, such legal heirs must present to us official legal documents from the applicable governmental authorities in the deceased's jurisdiction to our satisfaction, and we, in our sole discretion and after checking such do so (s).

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

- 32.1 You must always provide us with accurate and complete information, including but not limited to your (a) name; (b) address/residence; (c) date of birth; (d) nationality; (e) contact information; (f) payment instructions; and any other personally identifiable information that we may request from you from time to time, such as a copy of your passport and/or other identifying documents.
- 32.2 In that regard, you hereby represent, warrant, covenant, and agree that: (a) you are at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to you; (b) you are not politically exposed person, as defined in the Money Laundering and Terrorism (Prevention) Act 2008, and you do not have any close family ties or personal or business connections to the aforementioned persons; (c) you are of sound mind and you are capable of taking responsibility for your own actions; (d) all the details that you have submitted to us or any details given to us when opening an account are true, accurate, complete and match the name on the payment accounts in which you intend to receive funds from your account; (e) you have verified and determined that your use of our Online Trading Facility does not violate any laws or regulations of any jurisdiction that applies to you.
- 32.3 If any of the following representations about you are false or erroneous, please contact our Customer Support team right once.
- 32.4 You agree to quickly notify the Company of any change in circumstances that causes the information supplied during the Account opening process to become inaccurate, and to supply the Company with appropriately updated information within 30 days of such a change in circumstances. The Company reserves the right to suspend or close your accounts if you fail to comply with these requirements or refuse to provide requested proof for establishing the status.
- 32.5 You understand and agree that supplying false, inaccurate, misleading, or otherwise incomplete information may result in your instant breach of these Terms and Conditions. As a result, we retain the right to immediately suspend and/or terminate your Account, as well as suspend and/or prevent you from accessing and/or using our Online Trading Facility, without limiting any other rights or remedies we may have under and/or pursuant to this Agreement.
- 32.6 You may be asked to furnish us with certain documentation from time to time to verify the details of the credit card you used to deposit monies into your account. You may or may not be permitted to deposit more monies by recurring credit card or other forms of payment, depending on our satisfaction with such documentation checks.

- 32.7 We may supply you with documentation, information, and communications in any languages at our discretion. By accepting these Terms and Conditions, you acknowledge and confirm that English is our official language, and that any discrepancy or inconsistency among any documentation, information, or communications in any different languages and the same in English shall be resolved in favor of the English documentation, information, or communications.
- 32.8 We retain the right to communicate with you via telephone, facsimile, email, postal mail, newsletters provided by us, and/or any other means of communication, whether such message is targeted to you specifically or to all of our clients, and/or placed on our Online Trading Facility. By accepting these Terms and Conditions, you acknowledge and confirm that, without limiting any other terms of this Agreement, all such means of communication on our end are deemed to be acceptable, and that any information or notification so provided shall be deemed to have been received by you, and/or any transaction so executed shall be deemed final and binding on your part.
- 32.9 You must notify us in writing of any individuals to whom you have given a Power of Attorney to direct us on your behalf. We can only register one Power-of-Attorney for you due to practical constraints. You must also notify us in writing if you intend to withdraw such a Power-of-Attorney, amend the scope of such a Power-of-Attorney, or issue Power-of-Attorney to a different individual. We are permitted to receive instructions from any Person authorised by you, as well as Persons who appear to be so authorised, under the basic rules governing Powers of Attorney. We do reserve the right, in our sole discretion, to reject any representative/Power-of-Attorney permitted to act in your Account, and we may elect, in our sole discretion, to dismiss and/or reject any transactions completed by such Authorised Representative/Power of Attorney at any time. You are responsible to us for any losses or damages that we may incur as a result of instructions from an Authorised Person who has express or implicit Power-of-Attorney to give us Instructions on your behalf, according to general standards respecting Powers-of-Attorney. We may refuse to act on any Instruction from any Authorised Person if we can show that the disposal would be in violation of relevant legislation, usual market practice, including but not limited to Anti-Money Laundering ("AML") and Know Your Customer ("KYC") Legislation, or would involve insider trading, or if the disposal, in our reasonable discretion, would put you and/or our financial stability at risk.
- 32.10 By opening an Account with us, you agree to be bounded by all of our rules, policies, and operating procedures that govern your actions on our Online Trading Facility, and you expressly agree to follow them. We reserve the right to refuse and/or decline our Services to any Person, as well as to close any Person's Account, at any time, for any reason, and without providing any explanation or justification, at our sole discretion. Except as specifically specified herein, any data connected to Persons who register an Account with us shall be our sole and exclusive property, and by entering into this Agreement, you acquire NO right to any such information.
- 32.11 We also reserve the right to investigate, at any time, at our sole discretion, and for any reason, any activity that may violate this Agreement, including, but not limited to, any use of software applications to access our Online Trading Facility, and/or any engagement in any activity prohibited by this Agreement, without being obligated to provide you with any explanation or justification. We will not be liable for (a) anything relating to trading activities on or through our Online Trading Facility, or (b) the manner in which you conduct your trading activity on or through our Online Trading Facility; in particular, but without limiting the

generality of the foregoing, we will not be liable for any of the following situations: (a) unlawful real-money transactions; (b) unauthorised real-money transactions by unauthorised Minors; (c) physical verification that you have the necessary expertise and/or experience to utilize our Online Trading Facility. If you use our Online Trading Facility without the proper knowledge, we will not be responsible in any way (including for damages and losses caused by your use of our Online Trading Facility), and we reserve the right to assess and reassess your knowledge and experience to use our Online Trading Facility at any time, at our sole discretion.

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

- 33.1 We value our relationship with you, we respect each individual's right to privacy, and we take pride in keeping loyalty and respect with each unique client by providing you with security. The provisions of this notice apply to both previous and current clients and describe how we gather and maintain non-public information about them (such as their complete name, mailing address, identity number, passports, driver's license, and so on, referred to as "Information").
- 33.2 We obtain information about you when you: (a) open an Account and provide us with information via electronic registration forms; (b) conduct business with us, such as when you deposit and withdraw funds; and (c) from time to time, we may obtain information about you from third parties, such as credit reporting agencies. By providing us with information, you are granting us permission to collect, use, and keep the information as described below.
- 33.3 We collect personal information about you when you apply for or maintain a live account with us for business purposes, such as evaluating your financial needs, processing your requests and transactions, informing you about products and services that may interest you, and providing customer service; this information may include: (i) Application Information (ii) Transaction Information: Information about your transactions with us and our Affiliates, as well as information about our communications with you (examples include your account balances, trading activity, and our responses); (iii) Verification Information: Information required to verify your identity, such as a ID card, passport or driver's license (examples also include background checks).
- 33.4 The majority of the information we collect comes from you directly. Filling out the electronic form(s) (including, without limitation, the Account Opening Application Form(s)) that we offer on our Online Trading Facility and voluntarily giving us with other relevant documents are two ways you can do this. Furthermore, you provide us with information by trading on our systems, contacting us, or responding to a promotion; the information we collect indirectly may include logging your Internet Protocol (IP) address, software configuration, operating system, and use of Cookies; Cookies are small files containing information that a Website uses to track its visitors and may be sent from us to you. Finally, cookies aid in the navigation and simplicity of use of our Online Trading Facility. We may place and access Cookies on your computer to help us figure out which marketing and promotions lead people to our Online Trading Facility. We may use cookies to track your actions on our Online Trading Facility and in conjunction with any of our Products and/or Services. Cookies do not contain any information that can be used to identify you. We would gather and exchange anonymous and non- personally identifiable information.
- 33.5 We only use the information we collect about you to provide you with high-quality service and security. We may, for example, use the information we collect about you to confirm your identification. We may also use your information to open and

set up your trading account, provide an Account number, assign Access Codes (username and/or password), track your activity, and contact you from time to time. The information you provide us with allows us to enhance our services to you, personalize your browsing experience, and notify you of new products, services, or promotions that may be of interest to you. We will keep your information on file if you deactivate your account with us, but we will only use it to comply with regulatory requirements and to notify you periodically with the option to reactivate your account. Please be aware that you have the option to opt out of our information sharing policies at any time by telling us as described below.

- 33.6 We do not disclose or share information on any of our clients (active or inactive) with any non-affiliated third parties except as described below and to the entities listed:
- a. **Sharing Information with Our Associates:** We may share the personal information described above with our Associates for business purposes, such as servicing client accounts and informing clients about new products and services, or to aid in the trading activity of our company, its Affiliates, or employees, as permitted by law. Firms that we control or own, as well as companies with an ownership stake in our company, may be considered Associates. Any of the information specified above, such as your name, address, trading experience, and account information, may be shared with affiliates. Our Associates are dedicated to protecting your information's privacy to the same extent as we are, in accordance with the terms of this agreement.
  - b. **Information Sharing with Third Parties:** We do not share your personal information with third parties unless otherwise stated. Non-affiliated companies that perform support services for your Account or facilitate your Transactions and/or Contracts with us, including those that provide professional, legal, or accounting advice to us or are acting on our behalf to investigate your credit standing, are examples of third-party disclosures made by us in accordance with this policy. Non-affiliated firms who help us provide services to you are expected to keep your personal information confidential to the extent that they receive it and to use it only in the course of delivering those services and for the purposes that we specify. We may also share your personal information with third parties in order to carry out your instructions or with your explicit agreement. We want you to know that your personal information will never be sold.
  - c. **Regulatory Disclosure:** We may disclose your personal information to third parties as permitted or required by Applicable Laws, Rules, and/or Regulations in the jurisdiction in which you are a citizen or permanent resident, or in which a Legal Entity is formed, incorporated, domiciliation, and/or doing business, and/or of the jurisdiction in which you are a citizen or permanent resident, or in which a Legal Entity is formed, incorporated, domiciliation, and/ For example, we may share personal information to comply with subpoenas or other official demands from regulatory authorities and law enforcement agencies, as well as to protect our rights and property. Except as mentioned herein, we will not use your personal information for any other reason unless we tell you how we'll use it when you give it to us or you give us your permission.

- d. Our Social Trading Platform: We may offer you the option of participating in a real-time social trading platform that incorporates rich community and social features into our Online Trading Facility. Clients that choose to be a member of this community/network must agree to be a part of it and share their strategies and performance with other clients who have chosen to be a part of it. As a result, if you choose to be a part of this community/network, you agree and acknowledge that your username, your picture/avatar (if provided), your state of residency, gender, networks, list of users who follow you, users who copy you, list of users you follow or copy, and any network status/posts/blogs and any other content options that enable our clients to interact amongst themselves, are all subject to these terms and conditions. All portfolio and trading performance results are non-confidential and non-proprietary information, and they are our own. By submitting such Content, you expressly grant us a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide license to use, copy, duplicate, store, present, and/or publish all or any part of it, and we shall be free to use it in any manner or media, without attribution, royalties, or other compensation to you. However, no personal information about clients that join in this community/network, as well as the amount(s) transacted, will ever be revealed. You can easily opt-in and/or opt-out of this community/network whenever you choose.
- 33.7 Except as expressly permitted below, we do not discuss credit information such as credit history, net worth, or other sources of income.
- 33.8 We may record and maintain your telephone conversations, e-mails, online discussions (chat), meetings, and other contacts with us. Any recordings will be and remain our sole property, and you will accept them as irrefutable proof of their content as captured by us. You agree that we may provide copies of transcripts of such recordings to any court, regulatory agency, or government authority, including without limitation in the event of a dispute between you and us. However, we may be unable to record a discussion due to technical issues, and any recordings or transcripts made by us will be destroyed in accordance with our standard procedure. As a result, you should not rely on the availability of such recordings.
- 33.9 We use data security technology and tools like firewalls and data encryption to protect your information. In order to protect specific Information that you submit, we use Secure Socket Layer ('SSL') encryption technology. This type of technology prevents you from having your information intercepted while it is being delivered to us by anyone other than us. We put forth a lot of effort to ensure that our Online Trading Facility is safe and compliant with industry standards. Other precautions, such as firewalls, authentication systems (e.g., passwords and PINs), and access control methods, are also used to prevent illegal access to systems and data. Every time you access your account online, we also require you to utilize your unique Access Codes (username and password). At our offices, we limit access to information so that only officials and/or workers who need to know it have access to it.
- 33.10 By agreeing to these Terms and Conditions, you consent to the transmission of your Personal Data (i.e., your personally identifiable information and payment information) to our subsidiaries and/or Affiliates, as well as to external companies who assist us in processing and/or analyzing it, whether within or outside the European Economic Area. Such Personal Data may also be used for marketing reasons or to conduct market research for us or other companies in our group,

who may use it to bring items and/or services to your attention that may be of interest to you, as well as to help us provide our Services more efficiently.

- 33.11 Please be aware that we reserve the right to change, amend, revise, or modify our Privacy Policies at any time. If we decide to amend our Privacy Policies, we will include those changes into our revised Privacy Policies, which will be posted on our Online Trading Facility.
- 33.12 Please contact our Customer Support team as soon as possible if you have any issues about our Privacy Policies.

## **PART D: TERMS OF SERVICE**

### **34. SERVICES PROVIDED**

- 34.1 Subject to the above registration and eligibility requirements, we hereby grant you a personal, revocable, non-exclusive, non-transferable, and non-sub-licensable license (a "License") to access and use our Services (including the use of our Online Trading Facility and any associated downloadable Software), all as further described hereinafter.
- 34.2 We may provide you, as our customer, with any of the following services ("Services") under these Terms:
- a. Receiving and transmitting Orders ("Orders") in relation to CFDs on currencies, equities, precious metals, financial indices, future contracts, and any other financial instruments (each of which shall be referred to as "Financial Instrument(s)");
  - b. Dealing on own account;
  - c. Financial Instruments safekeeping and administration, including custodianship and related services;
- 34.3 As part of our Services, we will use commercially reasonable efforts to provide you with the informational and technical means to access and use our Online Trading Facility, as well as market access and trade execution services ("Transactions") in Supported Financial Instruments on a 'rolling spot' or 'swap' basis, in a twenty-four-hour mode of operation, from Sunday 22:05 GMT to Friday 21:50 GMT, except on official public holidays in the United States and Europe.

### **35. EXECUTION OF ORDERS**

- 35.1 Unless otherwise stated, we provide reception and transmission dealing services to you in relation to transactions in Over-The-Counter ("OTC") traded instruments, such as Forex, Contract for Differences (CFDs) on indices, precious metals, or any other financial instruments or commodities available for trading from time to time via our Online Trading Facility.
- 35.2 We will not provide you with advice on the merits or suitability of any Transaction and/or Contract entered into pursuant to these Terms and Conditions, nor will we manage or monitor your investments. You understand that our execution of any Order on your behalf does not imply that we have approved or recommended that Transaction or investment in any way. On our Online Trading Facility, we have numerous risk statements for your knowledge.
- 35.3 Unless otherwise stated, all Transactions and/or Contracts we enter into with you or execute on your behalf will be placed and executed in accordance with the terms of our Order Execution Policy (as amended or extended from time to time), full details of which are available on our Online Trading Facility ("Order Execution Policy"). Our Order Execution Policy, which is incorporated by reference into these



Terms and Conditions, shall apply to all Transactions and Contracts entered into by and between you and us, to the extent that it does not impose and/or seeks to impose any obligations on us that we would not otherwise have, but for the United States Investment Services and Activities and Regulated Markets Law.

### **36. PRICES AND OPEN POSITIONS**

- 36.1 In the case of Supported Financial Instruments, we shall supply you with "bid" and "offer" prices ("Price Quote(s)") using our Online Trading Facility or, where we have consented to do so, through our dealing department. We determine our Price Quotes, which often indicate a mark-up or mark-down on inter-bank transaction rates. Our Online Trading Facility outlines our fees and charges. Each advertised price is effective until the earlier of its expiration date or the moment at which it is otherwise removed by us, whichever comes first.
- 36.2 Each Price Quote may be used in a dealing Instruction for a Transaction and/or Contract with a principal amount not to exceed a maximum leverage amount decided by us, displayed on our Online Trading Facility, or otherwise communicated to you ("Leverage"). You acknowledge that the rates and maximum leverage we may offer to you may differ from those offered to other clients of ours, and that they may be withdrawn or amended by us at any time, without notification or obligation on our part to provide any explanation or reason. We may, at any time and without prior notice to you, alter, withdraw, or refuse to deal on any Price Quote we may have published, or cease providing Price Quotes altogether in some or all Supported Financial Instruments and for some or all value dates, without providing any explanation or justification.
- 36.3 Our Services are limited to executing Transactions and/or Contracts in Supported Financial Instruments via our Online Trading Facility, at the Price Quotes displayed on our Online Trading Facility, or otherwise communicated to you at your request, unless expressly determined and stated "in the terms agreed upon by mutual consent of the Parties."

### **37. INSTRUCTIONS AND BASIS OF DEALING**

- 37.1 Placing of instructions: Unless we expressly agree otherwise, all dealing Instructions must be given to us electronically via our Online Trading Facility, though we may accept instructions from you in writing by e-mail as specified on our Online Trading Facility. We may, in our sole discretion, request confirmation (in any form we deem suitable) of any Transaction Instruction. We'll be able to carry out your instructions even if you don't confirm them in writing. This Agreement does not allow for the simultaneous entry into a Contract for the purchase and a Contract for the selling of a Financial Instrument on behalf of the same beneficial owner. If you provide us a dealing instruction or an order, it will not take effect until we receive it. Unless the context indicates otherwise, "Instructions" and "Orders" have the same meaning throughout this Agreement.
- 37.2 Authority: We shall have the authority to act on your behalf based on instructions given or purportedly given by you or any Person authorised on your behalf (an "Authorised Person"), without further inquiry as to the genuineness, authority, or identity of the person giving or purporting to give such Instructions. You must tell us in writing of any Authorised Person who has the authority to give us instructions on your behalf. The names and specimen signatures of the Authorised Person or Persons to be authorised must be included in any such notice. Any such authority may be cancelled by you at any time by written notice to us, but it will only be effective after we confirm receipt of your notice of revocation in writing. We will not be liable for any direct or indirect loss as a result of your failure to notify us of such revocation. We shall have the authority to act on the oral

or written directions of any Authorised Person or any Person who appears to us to be an Authorised Person, even if the Person is not so authorised. We can only register one Power-of-Attorney for you due to practical constraints. We are permitted to receive instructions from any Person authorised by you, as well as Persons who appear to be so authorised, under the basic rules governing Powers of Attorney. We do reserve the right, in our sole discretion, to reject any representative/Power-of-Attorney permitted to act in your Account, and we may elect, in our sole discretion, to dismiss and/or reject any transactions completed by such representative/power of attorney at any time. You are responsible to us for any losses or damages that we may incur as a result of instructions from a Person who has express or tacit Power-of-Attorney to give us Instructions on your behalf, according to general standards surrounding Powers-of-Attorney. We may refuse to act on any Instruction from any Person authorised by you if we believe that the disposal pursuant to the instruction submitted would be in violation of relevant legislation, usual market practice, including but not limited to Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”) Legislation.

- 37.3 Binding Effect: Our confirmation of a dealing Instruction constitutes a legally binding agreement between us on its terms. The technique for entering dealing instructions can be found in the online trading area of our website.
- 37.4 Instructions Cancellation/Withdrawal: We can only cancel your instructions if we haven't followed them. Without our express prior written consent, an instruction issued by you or on your behalf cannot be canceled, revoked, or altered.
- 37.5 Right not to accept Instructions/Orders: We may accept Instructions to enter into a Transaction and/or Contract (but are not obligated to do so under any circumstances). We may, in our sole discretion, refuse to accept, in whole or in part, any dealing Instruction given by you or on your behalf, and refuse to act on it, without giving any reason or being liable for any loss incurred as a result. Furthermore, a dealing instruction that is not received by us in a format that can be processed for any reason, including a failure of our Online Trading Facility to accept or process such Instruction, is deemed not to have been received by us.
- 37.6 Order Control Before Execution: We reserve the right (but not the duty) to impose limits and/or parameters on your capacity to place Orders at our sole discretion. Such limits and/or parameters may be amended, increased, decreased, removed, or added to by us at any time, and may include (without limitation): (i) controls over maximum Order amounts and sizes; (ii) controls over our total exposure to you; (iii) controls over prices at which Orders may be submitted (to include (without limitation) controls over Orders that are at a price that differs greatly from the Market Price at the time the Order is submitted); (iv) controls over our electronic services (including, but not limited to, any verification methods to ensure that any particular Order was placed by you).  
The Company reserves the right to amend and/or cancel any Orders that have been executed in a very short timeframe and whose cumulative sizes exceed the maximum allowable Order size limit (for example, a client may place five orders in two seconds that are all below the maximum allowable Order size limit individually but exceed the limit cumulatively).
- 37.7 Order Execution Policy: We will use reasonable efforts to fulfill any Order as soon as feasible; but, by accepting your Orders, we do not represent or promise that such Orders will be fulfilled or that such Orders will be fulfilled according to your instructions. In general, we will execute on instructions as soon as practicable and, in the case of trading instructions, we will follow our Order Execution Policy. If we feel it is not reasonably practicable to act on instructions within a reasonable time

after they are received, we may defer acting on those Instructions until it is, in our reasonable view, practical to do so, or we may tell you that we are declining to act on those Instructions. We are not responsible for any losses incurred as a result of such deferral or refusal. If we face any material difficulty in carrying out an Order on your behalf, we will notify you as soon as possible. We will only place an Order on your behalf when the relevant Market is open for business, and we will respond to any Instructions received outside of Market hours as soon as feasible when the relevant Market reopens for business (in line with that Market's rules). You consent to us placing an Order on your behalf outside of a Market. When you provide us a specific Instruction, our Order Execution Policy may not apply, and we may not be able to take the measures outlined in the policy to achieve the best possible result in executing your Order. You acknowledge that you have read and agree to our Order Execution Policy, as updated on our Online Trading Facility from time to time. Any substantial changes to our Order Execution Policy will be communicated to you, but it is your obligation to review our Order Execution Policy as published on our Online Trading Facility from time to time for any additional changes. Ongoing placement of Orders by you will be interpreted as your continued approval to our Order Execution Policy, as amended from time to time.

- 37.8 Order Crossing: We may arrange for the execution of a Transaction and/or Contract, in whole or in part, by selling an investment to you from another customer, or a client of one of our Affiliates, or vice versa. If we arrange for a Transaction and/or Contract to be completed in this manner, we will not give you prior notice.
- 37.9 Order Aggregation and Splitting: We reserve the right to combine and/or aggregate your Orders with our own Orders and/or Orders of any of our Associates and/or Persons affiliated with us, including staff and/or other clients, at our sole discretion. Furthermore, when executing your Orders, we may split them. However, orders will only be combined or split if we reasonably feel it is in your best interests. However, aggregation and division of your Order may be necessary in some cases. As a result, you will receive a less favorable pricing for a certain Order than if your Orders were executed individually or simultaneously.
- 37.10 Confirmation of Instructions: If it appears to us that such confirmation is essential or desirable; if such Instruction is to close an Account or remit money payable to you, we may (but are not obligated to) ask confirmation of any Instruction in such form as we may reasonably request. Before settlement, you must notify us of any changes to your e-mail address, non-receipt of a confirmation, or whether any confirmations are erroneous.
- 37.11 Performance and Settlement: You will promptly deliver any Instructions, money, documents, or property that we may require from you or that is deliverable by you under a Transaction and/or Contract in accordance with that Transaction and/or Contract, as modified by any Instructions given by us, for the purpose of enabling us to perform our obligations under the relevant matching Transaction and/or Contract on a Market or with an intermediate broker. If you do not quickly give us with such Instructions, we may, at our sole discretion, take any steps at your expense that we deem necessary for our own or your protection. This rule also applies in the event that we are unable to contact you.
- 37.12 Intermediate Brokers and Other Agents: We may, at our sole discretion, arrange for any Transaction to be carried out with or through the agency of an intermediate broker, who may or may not be a member of our Group. We, our respective directors, officers, employees, and agents will not be liable to you for

any act or omission of an intermediate broker or agent. You will not be held liable for the intermediary brokers or agents you choose.

- 37.13 **Position Limits:** We may, in our sole discretion, require you to limit the number of open positions with us at any time and/or only allow you to enter into closing transactions, or we may close out any one or more positions or reverse Transactions and/or Contracts to ensure that the position limits we have imposed are met.
- 37.14 **Currency Rate Fluctuations:** Such profit or loss arising as a result of a fluctuation in the exchange rate influencing such Transaction and/or Contract will be solely for your account and risk if you enter into any Transaction and/or Contract.
- 37.15 **Trade Reporting:** We may be required to make information about certain Transactions and/or Contracts public under applicable laws, rules, and/or regulations. You agree and understand that we control all proprietary rights in such Transaction and/or Contract information, and you renounce any duty of secrecy that may apply to material that we reasonably release.
- 37.16 **Rollover:** If we do not receive instructions from you to settle any open Transactions and/or Contracts by the end of the Business Day, we are hereby allowed (but not obligated) to rollover all such Contracts to the next business date traded.

### **38. ELECTRONIC TRADING TERMS**

- 38.1 **Settlement/Trade Confirmation:** You acknowledge the electronic nature of our Services provided through our Online Trading Facility, as well as the inherent risk that electronic communications may not reach their intended destination or may do so much later than intended due to factors beyond our control. As a result, any Instruction sent by you or on your behalf via our Online Trading Facility or by e-mail shall only be deemed to have been received and shall only then constitute a valid Instruction and/or binding Contract between you and us when such Instruction has been recorded as executed by us and confirmed by us to you through a Settlement/Trade Confirmation, and the mere transmission of an Instruction by you or on your behalf shall not constitute a binding Contract between you and us.
- 38.2 We shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, caused directly or indirectly by any breakdown or failure of any transmission or communication system or computer facility belonging to us because we do not control signal power, reception or routing via Internet or any other means of electronic communication, configuration of our clients' equipment or reliability of its connection. All Orders and the correctness of all information submitted via the Internet using your Access Codes will be totally your responsibility. We will not execute an Order until we have verified it with you, and submission of an Order does not constitute a legally binding Transaction and/or Contract between you and us.
- 38.3 **Mobile trading technology:** Using mobile trading technology carries a number of risks, including the duplication of Orders/Instructions, lag in the prices given, and other concerns related to mobile connectivity. Prices shown on our mobile platform are only an indication of the executable rates and may not reflect the Order's final price. For message transmission, our mobile feature makes use of public communication network lines. We will not be liable for any delays in Price Quotes or inability to trade caused by network circuit transmission problems or any other problems beyond our direct control, such as the strength of the mobile signal, cellular latency, or any other issues that may arise between you and any internet service provider, phone service provider, or other service provider. Please keep in

mind that some of the services offered on the Online Trading Facility may not be available on the mobile app.

- 38.4 Usernames and Passwords: You must maintain your usernames and passwords ("Access Codes") confidential and prevent unauthorised access to our Online Trading Facility. You will be accountable for all Transactions and/or Contracts signed with your Access Codes, even if they are wrongful, regardless of any other aspects of this Agreement.
- 38.5 Pricing Information: Unless otherwise stated or agreed upon, all prices displayed on our Online Trading Facility are indicative at the time of display and are based on data that is constantly changing. The execution price is the price that is confirmed to you on the Settlement/Trade Confirmation sent (whether on screen or elsewhere) after your Order is executed, albeit it may differ from the price that appeared on the screen when the Order was made in some situations. We reserve the right, at our sole discretion, to change or revoke the specifics of the Transaction(s) and/or Contract(s) in question if an incorrect price is used as the basis of any transaction.
- 38.6 Service Restrictions: When utilizing our Online Trading Facility, you may be limited in terms of the total value and/or number of Transactions and/or Contracts that you can enter into on any one day, as well as the total value and/or number of those Transactions and/or Contracts.
- 38.7 Limit Order Functionality: The 'Limit Order' functionality of our Online Trading Facility is subject to the Internet service remaining available for the duration of the 'Limit Order,' and size limits input by our dealer(s) remaining in excess of your Order size and such dealer's position limits and/or any other limits determined by us to be applicable to you (whether or not disclosed to you) and your still being able to facilitate the Order at the time the limit price is reached.
- 38.8 Access Requirements: You will be responsible for providing the computer system(s) necessary to access and/or use our Online Trading Facility, as well as for making all necessary arrangements with any telecommunications suppliers or, where access to our Online Trading Facility is provided through a third-party server, any such third-party, in order to obtain access to our Online Trading Facility.
- 38.9 Virus detection: You are responsible for the installation and proper use of any virus detection/scanning program we may require from time to time, as well as the implementation and regular use of up-to-date virus detection/scanning programs; if you become aware of a material defect, malfunction, or virus in your computer system(s) or in our Online Trading Facility, you will immediately notify us of such defect, malfunction, or virus and cease all use of our Online Trading Facility.
- 38.10 Use of Information, Data, and Software: If you receive any data, information, or software via our Online Trading Facility that you are not allowed to receive under this Agreement, you must notify us in writing immediately and will not use such data, information, or software in any way.
- 38.11 Upholding standards: When using our Online Trading Facility, you must: (a) ensure that your computer systems are in good working order and are suitable for use with our Online Trading Facility; (b) run such tests and provide such information to us as we shall reasonably consider necessary to establish that your computer systems satisfy the requirements notified by us from time to time; (c) run virus checks on a regular basis; (d) notify us immediately if your computer systems fail to meet the requirements notified by us from time to time.
- 38.12 System defects: If you discover a material fault, malfunction, or virus in your computer system(s) or our Online Trading Facility, you must immediately tell us in

- writing and halt any use of our Online Trading Facility until we give you permission to resume use.
- 38.13 Intellectual Property: We or our Licensors retain ownership of all patents, copyrights, design rights, trade marks, and other intellectual property rights (whether registered or unregistered) connected to our Online Trading Facility. You will not copy, interfere with, tamper with, alter, amend, or modify our Online Trading Facility or any part or parts thereof, reverse compile or disassemble our Online Trading Facility, nor will you purport to do so or allow anyone else to do so unless we expressly permit it in writing.
- 38.14 Liability And Indemnity: The following provisions shall apply to the Services we supply via our Online Trading Facility, without prejudice to any other conditions of this Agreement pertaining to the limitation of liability and provision of indemnities:
- a. System errors: We are not responsible for any losses you may incur as a result of transmission errors, technical faults, malfunctions, illegal network equipment intervention, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions, or other deficiencies on the part of internet service providers. You recognize that owing to system problems, access to our Online Trading Facility may be limited or unavailable, and that we reserve the right to suspend access to our Online Trading Facility without notice.
  - b. Delays: Neither we nor any third-party software provider takes any responsibility for any delays, inaccuracies, errors, or omissions in any data provided to you through our Online Trading Facility.
  - c. Viruses from our Online Trading Facility: We will have no liability to you (whether in contract or tort, including negligence) if any viruses, worms, software bombs, or similar items are introduced into your computer system(s) via our Online Trading Facility or any software provided to you by us in order to enable you to use our Online Trading Facility, provided that we have taken reasonable steps to prevent such introduction.
  - d. Viruses from your Computer System(s): You will ensure that no computer viruses, worms, software bombs, or other similar items are introduced into our Online Trading Facility, computer system(s), or network(s), and you will indemnify us on demand for any loss we incur as a result of any such introduction.
- 38.15 Unauthorised usage: We are not responsible for any loss, responsibility, or cost incurred as a result of unauthorised use of our Online Trading Facility. You agree to indemnify, protect, and hold us harmless from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, and costs resulting from or arising out of any act or omission by any person using our Online Trading Facility using your designated Access Codes (usernames and/or passwords), whether or not you authorised such use.
- 38.16 Suspension or permanent withdrawal with notice: We may suspend or permanently withdraw our Online Trading Facility by giving you five (5) calendar days written notice, without affecting any other elements of this Agreement.
- 38.17 Immediate suspension or permanent withdrawal without notice: Without prejudice to any other provisions of this Agreement, we shall be entitled, unilaterally and with immediate effect, to suspend or withdraw your ability to access and/or use our Online Trading Facility, or any part thereof, without prior notice, where we consider it necessary or advisable to do so, for example, due to: (a) your non-compliance with any Applicable Laws, Rules, and/or Regulations; (b) your non-

compliance Furthermore, the usage and/or access to our Online Trading Facility, or any portion of it, may be immediately terminated if (a) any license given to us that pertains to the operation of our Online Trading Facility is terminated (for whatever reason); or (b) this Agreement is terminated. If any Underlying Instruments relating to any Supported Financial Instrument(s) are withdrawn by any Market and/or if we are required to withdraw our Online Trading Facility, in whole or in part, to comply with Applicable Laws, Rules, and/or Regulations, the use and/or access to our Online Trading Facility may be terminated immediately, in whole or in part.

- 38.18 Permanent discontinuation has the following side effects: Upon our first request, you must return or destroy all hardware, Software, System Documentation, and/or other documentation or files we have provided to you in connection with our Online Trading Facility, as well as any copies thereof, if your access and/or use of our Online Trading Facility is terminated for any reason.

### **39. ELECTRONIC TRADING METHODOLOGY**

- 39.1 You may make a Deal Request to us using our Online Trading Facility after receiving a Price Quote from us via our Online Trading Facility, using the most recent Price Quote supplied to you. You acknowledge that unless a Price Quote indicates that it is a Dealeable Quote, you will not be entitled to execute a Transaction and/or Contract, and you will not be entitled to send a Deal Request to us via our Online Trading Facility in response to a Price Quote.
- 39.2 We will issue a Deal Response to you via our Online Trading Facility after receiving a Deal Request from you via our Online Trading Facility. Your Deal Request will be accepted or rejected based on the Deal Response.
- 39.3 You understand and agree that, notwithstanding everything else in this Agreement, we are not obligated to provide you with a Deal Response if your Account has a Credit Limitation. Any such Credit Limitations will be disclosed to you, and we acknowledge and agree to do so.
- 39.4 You understand and agree that if you submit a Deal Request to us through our Online Trading Facility, you will be bound by the terms of the Transaction and/or Contract once we place the Deal Response. If you do not get a Deal Response as a result of connectivity issues, you must immediately contact us via another means of communication to seek confirmation of the completed Transaction and/or Contract. You acknowledge and agree that you are solely responsible for all Deal Requests submitted via our Online Trading Facility, that we have no obligation to investigate the capacity of any Person using any Access Codes (logins and passwords) issued to you, and that any such Person will be deemed by us to have the authority to bind you with respect to all Deal Requests submitted to us via your Account on our Online Trading Facility.

### **40. TRADE CONFIRMATIONS AND ACCOUNT STATEMENTS**

- 40.1 Electronic Settlement/Trade Confirmations: After we execute a dealing Instruction for your Account, we will confirm that Transaction and/or Contract as soon as reasonably possible by posting a trade confirmation ("Settlement/Trade Confirmation") on our Online Trading Facility, but failure to do so will not affect the transaction's validity.

Settlement/Trade Confirmations are usually available immediately after a transaction is completed using our Online Trading Facility. Confirmations will be deemed conclusive and binding on you unless you object immediately upon receipt and confirm your objection in writing (including e-mail or electronic mail) no later than the close of business on the business day (a "Business Day") following the day on which the Settlement/Trade Confirmation is posted on our Online Trading

Facility. If you feel you have entered into a Transaction or Contract that should have resulted in a Settlement/Trade Confirmation or other posting on your Account, but you have not received such confirmation, you must notify us as soon as possible. In the absence of such information, the Transaction and/or Contract may be deemed non-existent at our reasonable judgment.

- 40.2 Account Activity Reports: We shall post details of your Account activity on our Online Trading Facility, and you will be able to produce reports of your Account activity daily and monthly, as well as a report of each executed Transaction and/or Contract.

Account information will be updated on a regular basis during our Dealing Hours and will be available no later than twenty-four (24) hours after any activity on your Account has occurred. Delivery of Settlement/Trade Confirmations and Account Statements will be deemed accomplished by posting Account Information (as defined below) via our Online Trading Facility. Account information will include Settlement/Trade Confirmations with ticket numbers, purchase and sale rates, utilised Margin available for Margin trading, profit and loss statements, as well as current open positions, and any other information required to be provided under Applicable Laws, Rules, and/or Regulations ("Account Information"). Any Account Information may be removed or amended at any time at our sole discretion. You agree that we are under no duty to deliver confirmations in hard copy or by e-mail rather than through our Online Trading Facility unless differently determined and specified "in the terms agreed upon by mutual consent of the Parties." By agreeing to these Terms and Conditions, it means that you will only receive Account Information in printed form if you specifically request it. You must double-check every Account Information you get from us. The Account Information posted on our Online Trading Facility shall be conclusive evidence of your Transactions and/or Contracts, open positions, Margin and cash balances, and shall be conclusive and binding on you if not objected to immediately upon receipt with such objection confirmed in writing (including e-mail or electronic mail) no later than close of business on the Business Day following the day such information is posted on, unless it is manifestly incorrect.

#### **41. CONSENT TO RECEIVE ELECTRONIC TRANSMISSION OF TRADE CONFIRMATIONS AND ACCOUNT STATEMENTS**

- 41.1 You agree that all Account information and Settlement/Trade Confirmations will be transmitted to you over the Internet, and that any orders or instructions sent to you via e-mail or other electronic methods shall be considered proof of the orders or instructions supplied. Using your personal View Codes, you will be able to access all of your Account information through our Online Trading Facility. You will have access to customizable statements through our Online Trading Facility, which will allow you to view individual Transactions and/or Contracts, daily, weekly, and monthly reports, and transaction statistics. The updated Account information will be available no later than twenty-four (24) hours after activity is generated in your Account, and will be updated on a regular basis during our Dealing Hours.
- 41.2 The delivery of Settlement/Trade Confirmation and Account Activity Statements shall be deemed complete when these activities are posted. Settlement/Trade Confirmations will include ticket numbers, buy and sell rates, transaction amount, profit and loss statements, current open positions, and pending Orders.
- 41.3 You must notify us and revoke this consent in writing if you no longer wish to communicate by electronic means. If you do not want to contact with us by electronic media, please let us know when you apply to open an account with us.



Your access to our Online Trading Facility may be restricted or cancelled if you renounce your consent, at our sole discretion.

- 41.4 To the extent permitted by Applicable Laws, Rules, and/or Regulations, any such communications made via electronic media shall be treated as satisfying any legal requirement that a communication be signed and 'in writing.' Furthermore, to the extent permissible by relevant obligatory legislation, you hereby waive any rights or requirements under any Applicable Laws, Rules, and/or Regulations in any country that require an original (non-electronic) signature, delivery, or keeping of non-electronic records.

## **42. RECORDING OF TELEPHONE CONVERSATIONS, INTERNET CONVERSATIONS (CHAT), AND MEETINGS**

- 42.1 We may record and maintain your telephone conversations (if any), Electronic Messaging, e-mails, internet discussions (chat), meetings, and other contacts with us. Any recordings will be and remain our sole property, and you will accept them as irrefutable proof of their content as captured by us. You agree that we may provide copies of transcripts of such recordings to any court, regulatory agency, or government authority, including without limitation in the event of a dispute between you and us.
- 42.2 However, we may be unable to record a discussion due to technical issues, in which case any recordings or transcripts made by us will be destroyed in accordance with our standard procedure. As a result, you should not rely on the availability of such recordings.

## **43. ROLLOVER AND OFFSET INSTRUCTIONS**

- 43.1 Rollover is the process of extending an open position's settlement date (i.e., the deadline for settling an executed trade). All spot trades in the currency market must be settled within two business days, implying actual delivery of currencies. Because there is no physical delivery in margin trading, all open positions must be terminated at the end of the day (22:00 GMT) and re-opened the next trading day. The settlement will be delayed by one trading day as a result of this. Rollover is the term for this method.
- 43.2 A swap contract is used to agree on a rollover, which comes at a cost or a profit for traders. We do not close and re-open positions; instead, we will charge you a fee and debit/credit your trading Accounts for positions held open overnight, based on current interest rates (LIBOR/LIBID with extra mark-up) ("Rollover Fee"). Due to the fact that 2:00 GMT is considered the start and conclusion of a forex trading day, any positions that are still open at 22:00 GMT will be subject to rollover and held overnight. Those opened at 22:01 are not subject to rollover till the next day, whereas positions opened at 21:59 will be rolled over at 22:00 GMT. Within one hour of each position opening at 22:00, a credit or debit appears on your account and is credited immediately to your equity account.
- 43.3 Our Rollover Fees shall be made public on our Online Trading Facility. We will make every effort to deduct such Rollover Fees from your Account's free balance. If we are unable to deduct such Rollover Fees from your Account's free balance, we retain the right to cancel part or all of your open positions in accordance with our Order Execution Policy. Even if any Margin previously placed by you has been lost, you are responsible for promptly paying all Rollover Fees(s).
- 43.4 In the absence of clear and timely instructions from you, we are authorised to offset all or any portion of the holdings in your Account(s) or make or accept delivery on your behalf on such terms and by such ways as we deem appropriate.

## **PART E: MARGIN DEPOSITS, COLLATERAL AND PAYMENT**

### **44. MARGIN AND COLLATERAL**

- 44.1 Margin is the amount of cash which you are required to deposit with us in order to enter into Transactions/Contracts. Before you place a Transaction and/or Contract which creates an open position you must ensure that the Margin in your account is sufficient to cover the Margin Requirement in respect of that open position. If your Margin is less than the Margin Requirement for the open position you wish to create, we may reject your such Transaction and/or Contract. The Margin Requirement must be maintained at all times until the open position is closed and may increase or decrease at any time until the open position is closed.
- 44.2 Contingent liability: If we effect or arrange a Transaction and/or Contract, such as a Contract for Differences, you should be aware that, depending on the nature of the Transaction and/or Contract, you may be liable to make additional payments if the Transaction and/or Contract fails to be completed or if your position is settled or closed out earlier than expected. Instead of paying (or getting) the entire purchase (or selling) price right away, you will be obliged to make further variable payments in the form of Margin against the investment's purchase price. The amount of Margin payment you will be obliged to make will be affected by the fluctuation in the Market Price of your investment.
- 44.3 Margin Call : You may be required to agree to pay us on demand :
- a. such sums of money as we may from time to time require as Security for your obligations to us;
  - b. any amount necessary to maintain a positive balance in any and all of your Accounts with us; and
  - c. such sums of money by way of deposits or as initial or variation Margin in respect of and as Security for your actual, future, and contingent liabilities to us in such amounts and in such forms as we, in our absolute discretion, may require. You agree that our Online Trading Facility uses an automated risk monitoring, Margin Call and Stop-out facility to monitor the overall utilization of clients' available collateral in support of our prevailing Margin and cash funding requirements for the Transactions and/or Contracts they are entering into via our Online Trading Facility; using this automated risk monitoring, Margin Call and Stop-out facility, we will, unless otherwise stated, apply initial, maintenance or close out Margin call at the prevailing Margin Call or Stop-out levels, as stated from time to time on our Online Trading.
- 44.4 Requirements for margins: We reserve the right to alter our Margin criteria at any time. Any obligation for Margin payments must be met within the timeframe provided by us, or immediately if none is specified. One Margin call does not rule out the possibility of another. Furthermore, the company, in its sole discretion, may temporarily require higher margin for placing new Orders for any or all Financial Instruments (in comparison to the Client's typical margin needs) in the following cases:
- a. Before and/or after the Friday market closes.
  - b. Prior to and/or during any other market closure, whether for a specific Financial Instrument or for all Financial Instruments.
  - c. Prior to and/or during any significant news announcements, such as, but not limited to, the US Department of Labor' s Nonfarm Payroll report.

- d. Before and/or during any expected abnormal Market circumstances or Market Disruptions.

The aforementioned temporary increasing in margin requirements is only intended to affect new orders placed after the new margin requirements are implemented; it will have no effect on orders placed before the new margin requirements are implemented.

- 44.5 **Margin Type:** Margin must be provided in the form of cash or, in exceptional circumstances, other assets such as collateral (which includes investments, securities, bonds, or any other financial instrument, property, or asset acceptable to us in lieu of cash) ("Collateral") (collectively "Assets"). The currency of the cash Margin you pay to us shall be the currency of the relevant underlying Transaction (where applicable), or as we may reasonably determine from time to time in our discretion. You will not have any interest in Cash Margin because it is paid to us as an outright transfer of title. The Cash Margin that we receive will be recorded as a cash repayment obligation that we owe to you.
- 44.6 **Margin of non-cash assets:** If we agree to accept non-cash collateral, it must be in an acceptable format. We will calculate the value of the noncash collateral and the proportion of that value that will be taken into account for Margin purposes at our sole discretion. We will apply whatever terms and conditions to the acceptance, appraisal, and release of any Collateral you furnish that we deem suitable in our sole discretion. You are particularly informed that we may establish the value by which any such Collateral may be recorded and so contribute to our demands against you at our reasonable discretion, and that we may change the value of such Collateral at any time without previous notification to you. We may use any methodology (including judgments about the future movement of markets and values) that we deem suitable in estimating the amount of Collateral and the amount of our obligations to you, as long as it is consistent with Applicable Laws, Rules, and/or Regulations.
- 44.7 **Security interest:** We provide our services to you on the understanding that when you transfer money and/or Collateral to us via Margin or otherwise, we will treat it as a transfer of full ownership of such money and/or Collateral to us for the purpose of securing or covering your current, future, actual, contingent, or prospective obligations, and we will not treat it as 'client Money', as defined by MiFID. Even if we are operating as your Agent and you no longer have a proprietary claim over such money and/or Collateral transferred to us by way of Margin, and we can deal with it in our own right, any such money and/or Collateral received by us for your account will be owing to you. As a result, we shall have the right to pledge, charge, loan, or otherwise use or dispose of all or part of the money and/or Collateral supplied to us by way of Margin as if we were the beneficial owner thereof, without regard to any other aspects of this Agreement. We shall return to you an equivalent amount of money and/or Collateral if we determine, in our sole discretion, that the money and/or Collateral you have transferred to us is insufficient to fulfill your current and future obligations to us. You agree that any Collateral provided in the form of investments will be returned to you in the form of investments of the same description and amount as those accepted as Collateral by us, but that such Collateral need not be the actual investments made by you.
- 44.8 **Failure to fulfill the Margin Call:** You are responsible for making necessary arrangements with us for the receiving and communication of Margin-related information at all times. You must deliver any money or property due to you in

connection with any Transaction or Contract as soon as possible, in accordance with the terms of that Transaction or Contract and any instructions given by us for the purpose of enabling us to perform our obligations under any corresponding Transaction or Contract entered into between us and a third party. If you fail to provide us with Margin, deposits, or other payable amounts in accordance with the terms of any Transaction or Contract within the required time, we will be entitled, at our sole discretion, to close out any open Transaction or Contract without prior notice to you.

44.9 Currency Conversion: All initial and subsequent Margin calls shall be made in the currency of the Transaction and/or Contract, or in the currency of your Account as we determine, in such amounts as we may in our absolute discretion require; we are authorised to convert funds in your account for Margin into and out of such foreign currency at a rate of exchange determined by us on the basis of the then prevailing money market rates. In such cases, we shall not be accountable to you for any losses you may incur as a result of our actions (though we will take reasonable efforts to only convert funds that are reasonably required to cover the position in the relevant transaction).

44.10 Refusal to Accept Margin: We retain the right to return any Assets deposited with us as Margin, Collateral, deposits, or otherwise to you at any time, with or without reason, and without being obligated to give you with any justification or explanation.

#### **45. MARGIN CALL POLICY / MARGIN CALL LEVEL / STOP-OUT LEVEL**

45.1 Our Online Trading Facility uses an automated risk monitoring, Margin Call and Stop-out facility to monitor the overall utilization of your available collateral in support of our prevailing Margin and cash funding requirements for the Transactions and/or Contracts you are entering into via our Online Trading Facility.

45.2 Our Margin Call Policy ensures that the maximum risk you face is limited to your account equity. You will receive a Margin Call if the equity in your Account falls below 50% of the Margin Level required to maintain your open positions ("Margin Call Level"). This is warning indication that your Account's equity is insufficient to cover your open trades. You will not be able to take any new positions at this time, but you will have the option of depositing enough money to keep current open positions. Your Margin Level will drop if you have losing positions, and it may approach the Margin Call Level. When you have profitable trades, your Margin Level will rise, and your Margin Call Level may get further away.

45.3 The "Stop-out Level" is the amount of equity above which our Online Trading Facility will begin automatically closing trading positions (beginning with the least lucrative position and continuing until the Margin Level requirement is satisfied) in order to avoid losing money.

Account losses will continue to rise, pushing the balance into the negative. The Stop-out Level for all account holders is equal to 20% of the Margin Level required to retain open positions.

45.4 When a 'Stop Order' or 'Limit Order' (or 'Entry Stop' or 'Limit') is entered at the same price as a Stop-out, the Stop-out is executed when that price is touched (or gaps through the price), and all outstanding Orders associated with that trade are cancelled.

#### **46. SECURITY**

46.1 Security interest: All assets belonging to you that we may hold for you (either individually, jointly with another, or as a guarantor of the account of another person) or that may be in our possession, control, or carried on our books for any

purpose, including safekeeping, are to be held by us as Security for the performance of your obligations to us and held subject to a general lien and right of set-off for any of your liabilities. The credit balances on your Account(s), any securities registered as belonging to you on our records, and the value of your open positions with us are all examples of such Security. We may apply and/or transfer any or all of your Assets between any of your accounts with us, combine or set off between accounts, and convert any currency into another at our sole discretion and without notice to you. Without prejudice to any other rights we may have, we may set off any amounts (whether actual or contingent, present or future) owing between you and us at any time and without notice to you, with us paying you the difference.

- 46.2 Secured Obligations: In addition, as a continuing Security for the performance of all your obligations (whether actual or contingent, present or future) to us under or pursuant to these Terms and Conditions (the "Secured Obligations"), you grant to us, with full title guarantee, a first fixed Security interest in all your Assets now or in the future provided by you to us or to our Order or under our direction or control or otherwise standing to the credit of your, you grant to us, with full You agree that we may realize and apply such Assets in or towards fulfilment of all or any portion of any Secured Obligations that are due and payable to us at any time without notice to you, and that we will not be liable to you for any loss that may result from such realization.
- 46.3 Additional assurance: You agree to execute any additional documents and take any additional steps that we may reasonably request in order to perfect our Security interest in, be registered as the owner of, or obtain legal title to any Margin provided to us, secure the Secured Obligations further, enable us to exercise our rights, or meet any Market requirement.
- 46.4 Substitution: Without our prior express and written approval, you may not withdraw or substitute any Assets or property subject to our Security interest.
- 46.5 Set-off in the Event of Default: If an Event of Default (as described below) happens or this Agreement is terminated, we will set-off the amount of cash Margin owing to you against your obligations to us (as reasonably appraised by us). The net amount payable between us after such set-off, if any, shall take into account the payments payable to us under this Agreement's "Netting" Clause.
- 46.6 Right to pledge, re-pledge, hypothecate, invest, or loan: You hereby warrant and represent that any property or Assets you transfer to us as Collateral under these Terms and Conditions are free of any lien, Security interest, or other encumbrance other than the lien created under these Terms and Conditions. You also allow us the right to pledge, re-pledge, hypothecate, invest, or loan any Collateral we hold for you, whether to ourselves as broker or to others in payment of our customers' obligations to us or such third party, either alone or with the property of other clients.
- 46.7 Negative pledge: Except for a lien usually placed on all securities in a clearing system in which such securities may be kept, you agree not to create or have outstanding any Security interest in, nor to agree to assign or transfer, any of the cash or non-cash Margin given to us.
- 46.8 Watts of charging power: You agree that we may grant a Security interest over any of the Margin you provide us under these Terms and Conditions to the extent that any of the Margin you provide us under these Terms and Conditions constitutes "financial collateral" and this Agreement and your obligations hereunder constitute a "security financial collateral arrangement," free of any adverse interest of yours or any other person.

- Margin supplied by you to cover any of our obligations to an intermediate broker or Market, including obligations owed as a result of our or other clients' holdings.
- 46.9 Appropriation power: To the extent that any of the Margin you provide us under these Terms and Conditions constitutes "financial collateral" and this Agreement and your obligations hereunder constitute a "security financial collateral arrangement," we shall have the right to appropriate all or any part of such "financial collateral" in or towards discharge of any Secured Obligations. You agree that the value of such 'financial collateral' thus appropriated, for these reasons, shall be the amount of the Margin, plus any accrued but un- posted interest, at the time the right of appropriation is exercised. It is further agreed and understood that the method of valuation set forth in this Agreement will be a commercially reasonable technique for the purposes of this Agreement.
- 46.10 Power of sale: If an Event of Default (as defined below) occurs, we may exercise our right to sell all or part of the Margin you provide us under these Terms and Conditions, and we shall be entitled to use the proceeds of such sale or other disposition to pay the costs of such sale or other disposition, as well as to satisfy the Secured Obligations. Such sale shall take place in the manner and at the price that we, in our reasonable discretion, believe to be the best available.
- 46.11 General lien: We shall have a general lien on all Assets and property held on your behalf by us, our Associates, or our nominees, in addition to any rights we may have under this Agreement or other Applicable Laws, Rules, and/or Regulations, until all Secured Obligations are satisfied. The credit balances on your Accounts, the securities registered as belonging to you on our books, and the value of your open positions with us are all subject to this general lien. We may, in our sole discretion and without prior notice to you, apply and/or transfer any or all of your Assets that you have deposited with us or that may at any time be in our possession, control, or carried on our books for any purpose, including safekeeping, between any of your Accounts with us, and combine or set off between accounts, as well as convert any currency into another. Without prejudice to any other rights we may have, we may set-off any amounts (whether actual or contingent, present or future) owing between you and us at any time and without notice to you, with us paying you the difference.

## **PART F: COMMISSIONS, FEES AND CHARGES**

### **47. COMMISSIONS, FEES AND CHARGES**

- 47.1 You agree to pay us the fees and charges (including, without limitation, spreads, charges, interest, and other costs) that we notify you of from time to time or that are listed on our Online Trading Facility ("Commissions and Charges"). By accepting these Terms and Conditions, you acknowledge that you have read, understood, and accepted the information contained in the Spreads and Conditions Schedule, which explains all such Commissions and Charges (including, without limitation, spreads, charges, interest, and other fees) posted on our Online Trading Facility.
- 47.2 We reserve the right, at our sole discretion, to revise, alter, modify, delete, or add to any of these Commissions and Charges at any time. When these Commissions and Charges are changed (hereinafter referred to as "Changes"), we will post such Changes on our Online Trading Facility and/or otherwise notify you of such Changes, each such notification being deemed sufficient notice, and it is your responsibility to consult and/or check the information posted under the Spreads

and Conditions Schedule on our Online Trading Facility regarding any such Changes on a regular basis. As a result, you should periodically review the Spreads and Conditions Schedule on our Online Trading Facility to ensure that you are informed of any changes. Except as otherwise stated in this Agreement, all Changes will take effect five (5) calendar days after they are first posted on our Online Trading Facility, or the first time you access and/or use our Online Trading Facility after they are made, whichever comes first. Your continued use of our Online Trading Facility following the posting of such Changes will be deemed your acceptance of those Changes, and you will be bound by those Terms and Conditions, as modified. If you do not want to be bound by the Changes, you must immediately stop using our Online Trading Facility and notify us in writing.

- 47.3 We reserve the right to amend such Commissions and Charges without prior notice if circumstances arise beyond our reasonable control, such as but not limited to (a) Changes in our counterparties' relationships, which influence our cost structures and (b) changes in fees and charges from exchanges, clearing houses, information providers, or other third-party providers, which we pass on to you.

#### **48. OTHER FEES AND CHARGES**

- 48.1 In addition to the Commissions, Fees, and Charges listed above, you are responsible for any other fees and charges incurred as a result of our providing our Services to you, including, without limitation, all applicable VAT (if any) and other duties and/or taxes, as well as all other fees incurred by us in connection with any Transaction and/or Contract and/or in connection with maintaining a client relationship with you.
- 48.2 In particular, we reserve the right to require that you pay the following fees and/or expenses separately: (a) all extraordinary disbursements resulting from our client relationship, such as telephone, telefax, courier, and postal expenses in the event that you request hardcopy Settlement/Trade Confirmations, Account Statements, or other documents that we could have delivered in electronic form; (b) any expenses we may incur as a result of your non-performance, such as a fee determined by us for reminders, legal assistance, and so on; (c) any expenses we may incur in connection with our client relationship. Any such fees and/or expenses will be charged as a fixed sum equal to payments made, or as a percentage or hourly rate relating to services rendered. Calculation methods can be mixed and matched. We have the right to impose new fees at any time.
- 48.3 In addition, we (and/or our Associates, Business Introducers, or other third parties) may share and/or benefit from commission, mark-up, mark-down, or any other form of remuneration in connection with any Transactions and/or Contracts entered into by us and/or Transactions and/or Contracts carried out on your behalf. The relevant Settlement/Trade Confirmations will not include details of any such payment or sharing arrangement. We may, upon reasonable request, disclose to you the amount of any such commission, mark-up, mark-down, or other remuneration paid by us to any Associate, Business Introducer, or other third party, to the extent possible and in our sole discretion.
- 48.4 You agree to pay us a transfer fee if you request us to transfer open positions, moneys, and/or other Assets connected to your Account to another institution, as decided by us in our sole discretion.

#### **49. PAYMENT TERMS**

- 49.1 Unless otherwise determined and declared "in the conditions agreed upon by mutual consent of the Parties," all Commissions and Charges, as well as other fees and charges, are due and payable immediately. Any monies due to us under these Terms and Conditions may be deducted from the proceeds of any

transaction or debited from your Account(s) with us, unless otherwise stipulated in these Terms and Conditions. Overdue funds will accrue interest at a rate that we will fairly calculate in the case of late payment by you.

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

## **50. CURRENCY CONVERSION**

50.1 If we receive or recover any money in respect of any of your obligations in a currency other than the one in which the amount was received or recovered, we will notify you. You agree to indemnify and hold us blameless from any and all claims that may arise, whether as a result of a court judgment or otherwise. Against any expense (including conversion charges) and loss we incur as a result of receiving such an amount in a currency other than our own in a currency other than the one in which it is due.

50.2 We shall have the right to convert, but shall not be obligated to do so under any circumstances:

- a. any realized gains, losses, option premiums, commissions, interest charges, and brokerage fees arising in a currency other than your Base Currency (i.e. the currency in which your Account with us is denominated) to your Base Currency;
- b. any cash currency deposit to another cash currency deposit for the purpose of purchasing an asset denominated in a currency other than your Base Currency;
- c. any money held by us for you are converted into any other currency that we deem necessary or desirable to satisfy your obligations and liabilities in that currency.

50.3 Whenever we make currency conversions, we shall do so at a rate of exchange that we deem acceptable. The exchange rates will be subject to a mark-up by us. The current mark-up will be defined in our Online Trading Facility's Spreads and Conditions Schedule.

## **51. MORATORY INTEREST**

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

## **52. PRICING OF OTC TRANSACTIONS**

We shall be allowed to issue Price Quotes at which we are willing to trade with you in connection with any OTC Transactions. Unless we exercise any rights we may have under these Terms and Conditions to consummate a Transaction and/or Contract, you are solely responsible for deciding whether or not you want to enter into such a Transaction and/or Contract at such pricing.

## **53. PROHIBITED TRADING TECHNIQUES**

53.1 Circumvention & Reverse Engineering: You must not unlawfully access or attempt to obtain access to our Online Trading Facility and/or computer system, reverse engineer or otherwise bypass any security measures that we have implemented (s). If we determine, in our sole discretion, that you have violated this clause, we



reserve the right to take any action we deem appropriate, including but not limited to completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes, and/or terminating your Account. We reserve the right to seize any profits and/or revenues generated directly or indirectly by engaging in any such prohibited trading activity, and we shall be entitled to inform any interested third parties of your breach of this clause; we have developed, and will continue to develop, any tools necessary to identify fraudulent and/or unlawful access and use of our Online Trading Facility; any dispute arising from such fraudulent and/or unlawful trading activity.

- 53.2 Artificial Intelligence Software: It is strictly prohibited to use any software that we determine, at our sole discretion, has as its purpose the application of any kind of artificial intelligence analysis to our Online Trading Facility and/or computer system(s) with the ultimate goal of gaining an unfair advantage and exploiting our trading facility; if we determine, at our sole discretion, that any such artificial intelligence software has been used, or is being used, We retain the right to confiscate any earnings and/or revenues earned directly or indirectly by engaging in such prohibited trading activity and/or charge you additional fees in these cases. Furthermore, we shall be entitled to notify any interested third parties of your breach of this clause; We have developed, and will continue to develop, any tools necessary to detect fraudulent and/or unlawful access and use of our Online Trading Facility; any dispute arising from such fraudulent and/or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the most fair to all parties involved; that decision will be final and/or binding on all participants; no correspondence will be entered into. Furthermore, it is strictly forbidden to use any software in a way that has a significant negative influence on the performance of our servers and prevents us from providing the best possible service to our clients in terms of order execution. If we discover any such behavior, we reserve the right to take any action we deem appropriate, including, but not limited to, totally barring access to our Online Trading Facility, blocking and/or revoking your Access Codes, and/or cancelling your Account immediately. Furthermore, you agree that we may liquidate any outstanding contracts or positions you have with us once your Account has been closed. As a result of the foregoing, you will be forbidden from opening any new trading Account(s) or trading with our Company. Nonetheless, we reserve the right to immediately close your Account upon identification, nullify any profit/loss generated, and refund the original amount of deposit, excluding any deposit and withdrawal charges, in cases where you may successfully open an Account and trade with our Company due to any technical and/or human error.
- 53.3 Illegal trading methods: Due to internet delays, connectivity issues, and price feed mistakes, the price(s) displayed on our Online Trading Facility may not fully reflect market rates. The concept of using trading strategies aimed at exploiting price errors and/or concluding trades at off-market prices and/or by taking advantage of internet delays (commonly known as "arbitrage," "sniping," or "scalping" hereinafter, collectively referred to as "Arbitrage") cannot exist in an OTC market where the client is buying or selling directly from the principal; as a result, we reserve the right, at our sole discretion, NOT to allow the abusive exploitation.
- 53.4 Any indication or suspicion, in our sole discretion, of any form of arbitrage (including but not limited to risk-free profiting), abuse, hedging technique within the same trading account/between trading accounts and with the accounts of third parties (including but not limited to participant's trading activity patterns that

indicate the participant intends to profit financially without genuinely trading the markets and/or taking market risk), abuse in these instances, we reserve the right to close/suspend (temporarily or permanently) all of the client's trading accounts and/or to cancel all transactions and refund the client's initial deposit amount. As a result of the foregoing, you will be prohibited from opening new trading accounts or conducting business with our company. Nonetheless, we reserve the right to immediately close your account upon identification, revoke any profit/loss generated, and refund the initial deposit amount, excluding any deposit and withdrawal charges, in cases where you successfully open an account and trade with our company due to technical and/or human error.

- 53.5 We have developed and will continue to develop any tools necessary to detect fraudulent and/or unlawful access and use of our Online Trading Facility; any dispute arising from such fraudulent and/or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the most fair to all parties; that decision will be final and/or binding on all participants; no correspondence will be entered into.
- 53.6 Market Conditions Changes: Please be aware that we are under no obligation to contact you to advise on necessary action in the event of market conditions changes (including, without limitation, Market Disruptions) or otherwise. You acknowledge that the Over-The-Counter Market in leveraged Financial Instruments is highly speculative and volatile, and that you are solely responsible for making and maintaining contact with us, as well as for monitoring open positions and ensuring that any additional instructions are given on a timely basis, following the execution of any transaction. We cannot guarantee that we will be able to contact you if you fail to do so, and we assume no responsibility for any loss alleged to have occurred as a result of your failure to do so.
- 53.7 Indemnification: You agree to indemnify and hold us, our Affiliates, and any of our Associates harmless from and against any and all liabilities, losses, damages, costs, and expenses, including, without limitation, legal fees and expenses, incurred in connection with and/or directly or indirectly related to this Agreement. Any fraudulent and/or unlawful access and use of our Online Trading Facility by you, and/or the prevention and/or remediation of such access and use, provided that any such liabilities, losses, damages, costs and expenses would not have arisen but for our gross negligence, fraud, or willful default.
- 53.8 Multiterminal MT4: The Company may provide the MT4 Multiterminal trading platform, which allows the Client to manage multiple trading accounts via the MT4 Multiterminal. Such an option is only offered for the management of the Client's multiple trading accounts. You represent, warrant, and agree that you will not use MT4 Multiterminal to manage trading accounts that are not yours without first receiving explicit permission from the Company.

## **PART G: YOUR ACCOUNT(S) WITH US**

### **54. ACCOUNT(S)**

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

## 55. BASE CURRENCY

- 55.1 For each of your Accounts on our Online Trading Facility, you must designate a base currency, which is US Dollars or any other currencies listed on our Website(s), which are determined and/or stated in advance as the base currency of your Account "in the terms agreed upon by mutual consent of the Parties" ("Base Currency").
- 55.2 All transfers from you to your Online Trading Facility Account(s) will be made in the Base Currency of your Account upon your request. If we receive or reclaim any amount in a currency other than the Base Currency of your Account in connection with any of your obligations, the terms of Section 50 will apply mutatis mutandis.
- 55.3 If you make a withdrawal or a refund from your Account, we reserve the right (but not the obligation) to remit the funds in the same currency in which they were received by us.
- 55.4 Unless otherwise determined and/or specified in advance "in the conditions agreed upon by mutual consent of the Parties," no orders to pay a third party from your Account(s) will be accepted by us.

## 56. ACCESS CODES (USERNAME AND PASSWORDS)

- 56.1 We will provide you with a unique username and password for each Account in order to allow you to access and use our Online Trading Facility. This will allow you to: (a) access and use our Online Trading Facility; (b) access and use your Account for the purpose of evaluating real-time evaluations of your open trading positions and consulting and/or reviewing historical transactional and account data; and (c) access and use your Account for the purpose of entering and exiting trades. Unless either Party terminates the logins and passwords, they will remain in effect. To maintain the security of your Account and/or prevent unauthorised access and/or use of your Account, we may give replacement logins and passwords at any time as we see fit. You may only use one or more of these logins and passwords, or other access methods supplied by us, to access your Account on our Online Trading Facility, or as otherwise determined and specified "in the terms agreed upon by mutual consent of the Parties" ("Access Codes").
- 56.2 You acknowledge and agree that: (a) you are responsible for the confidentiality and use of your Access Codes; (b) you will not disclose any of your Access Codes to other Persons for any reason without our prior written consent; and (c) we may rely on all instructions, Orders, and other communications entered using any of your Access Codes.
- If you become aware of the loss, theft, or disclosure of your Access Code to a third party, or any unauthorised use of your Access Code, please contact our customer service desk (s).
- 56.3 In particular, you are solely responsible for monitoring and restricting access to your Account(s), as well as ensuring that your Access Codes are known to and used by only those individuals and/or customers whom you expressly approve and recognize. You shall be responsible for the actions of any persons, authorised or unauthorised, who gain access to and/or use your Account on our Online Trading Facility through your Access Codes, and you shall be bound to clear and settle all Transactions and/or Contracts executed and effected via our Online Trading Facility through your Access Codes, notwithstanding anything to the contrary in this Agreement.
- 56.4 If your Access Codes are lost, stolen, or compromised, you must tell us in writing as soon as possible.
- We shall promptly terminate your Access Codes upon receiving such notice; however, you will remain responsible for any activities made via the use of your

Access Codes until they are terminated by us. Without limiting the foregoing, we reserve the right, in our sole discretion, to terminate, revoke, suspend, modify, or change any or all of your Access Codes at any time, with or without notice, provided, however, that we will endeavor (but shall not be obligated to) provide you with prior notice to the extent practicable.

56.5 You will use your best efforts at all times to ensure that you comply with:

- a. all Applicable Laws, Rules, and/or Regulations;
- b. the terms and conditions of this Agreement;
- c. any additional terms and conditions determined and stated "in the terms agreed upon by mutual consent of the Parties";
- d. any and all disclaimers and additional terms and conditions presented in any part of our Online Trading Facility; and
- e. any other terms and conditions pertaining to our Online Trading Facility. Furthermore, as part of our obligations to comply with applicable "Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation" and/or with any other relevant third party, governmental entity, or regulatory agency, you are obligated to provide us with such information as we may request from time to time.

56.6 You agree to hold us harmless and indemnify us for any damages we may sustain as a result of your failure to take adequate steps to protect the security of your Access Codes and your failure to prevent any unauthorised access to and/or use of your Account(s) on our Online Trading Facility; you agree to hold us harmless in any legal, administrative, or arbitral proceedings and expenses related thereto; and you agree to indemnify us for all damages, costs, and expenses related thereto.

## 57. PAYMENTS

57.1 You may make any number of deposits into your Account at any time. Deposits will only be accepted if the payment method is the same as yours (e.g. Bank QR Code, e-wallets, etc.). Third-party or anonymous payments will not be accepted under any circumstances.

57.2 We do not accept cheque payments unless clearly indicated otherwise "in the terms agreed upon by mutual consent of the Parties." In the event that we agree in principle to accept payment by cheque, we reserve the right to deny payment by cheque if any payment made has not cleared on the initial presentation of the cheque.

57.3 If you instruct us to withdraw funds from your Account, we will deduct the requested funds from your Account balance immediately and use our best efforts to process the withdrawal request within one (1) Business Day after the withdrawal request is accepted, provided the following conditions are met:

- a. the withdrawal request contains all necessary information;
- b. the instruction is to make a payment using a payment method in your name (e.g. Bank QR Code, e-wallets, etc. );
- c. you have provided full identification documentation to support your withdrawal request; and
- d. in cases where the Account has open positions, the Margin Level in your Account does not fall below the minimum required level specified in our Online Trading Facility.

57.4 We reserve the right to levy a transfer charge if we accept payments by debit card, credit card, or any other payment method for which processing costs may be levied.

- 57.5 If you make a payment/deposit, we will use our best efforts, without regard to any other provisions of this Agreement, If we are satisfied that you are the sender of the funds, we will credit your Account with the amount of such payment one (1) Business Day after the deposit is accepted. We reserve the right to reject monies deposited in your Account and/or return them to the remitter net of any transfer fees or other costs if we are not convinced that you are the sender at any time. Additional paperwork may be required as a result of relevant "Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation" and/or any other comparable rules and regulations that apply to us. We retain the right to impose a "USD 50 - handling fee" to your Account if we confirm that the deposit received was not submitted by you (i.e. third party deposit), in order to cover our costs of proving that you engaged in a third party deposit, and you hereby permit us to do so.
- 57.6 We shall be entitled, but not obligated, to convert: (a) any realized gains, losses, option premiums, commissions, interest charges, and brokerage fees that arise in a currency other than the Base Currency of your Account (i.e. the currency in which your Account with us is denominated) to the Base Currency of your Account without prior notice to you; (b) any cash currency deposit to another cash currency deposit for the purpose of purchasing; and (c) any monies deposited with us or retained on your behalf into any other currency that we deem necessary or desirable to cover your obligations and liabilities in that currency, at our sole discretion; whenever we undertake such currency conversions, We will do so at any reasonable rate of exchange we choose at our sole discretion; in these cases, we will be entitled to apply a mark-up to the exchange rates; any such prevailing mark-up (if any) will be displayed in the Commission, Charges & Margin Schedule on our Online Trading Facility.
- 57.7 You shall be responsible for any foreign currency exchange risk originating from any deposits into and/or withdrawals from your Account, as well as any risk emerging from our compliance with our responsibilities or the exercise of our rights under these Terms and Conditions.
- 57.8 We will not be obligated or liable to:
- a. pay interest to you on any credit balance(s) in any Account(s) or on any other funds you deposit with us or that we hold on your behalf; or
  - b. You consent to waive all rights to such interest and acknowledge and agree that we will be the beneficiary of all such interest. account to you for any interest received by us, or in respect of which we are the beneficiary, in connection with any funds you deposit with us or which we are holding on your behalf, or in connection with any Contract and/or Transactions; you acknowledge and agree that we will be the beneficiary of all such interest.

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

- 58.1 You will be limited to have only one Account with us, we reserve the right, in our sole discretion, to cancel and/or terminate the subsequent Accounts with prior notice.
- 58.2 If you operate multiple Accounts (or sub-accounts) and open opposing positions on each Account (or sub-account), we will not close out such positions. You should be aware, however, that unless manually closed, all such positions may be rolled over on a continual basis, and as a result, all Accounts may incur a roll- over cost.

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

### **DEPOSITS**

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**Website :** [www.quinnixtrade.com](http://www.quinnixtrade.com) **E-mail :** [support@quinnixtrade.com](mailto:support@quinnixtrade.com)

**Address :** 6 Holywell Lane, London, England, EC2A 3ET

- 59.1 We retain the right, at any moment, to impose deposit limitations and fees in our system(s).
- 59.2 You agree that any funds transmitted to our bank accounts by you or on your behalf will be deposited into your Account with us at the value date of when they are received by us, net of any charges/fees charged by the bank account providers, our payment service providers, and/or any other intermediary involved in the transaction process.
- 59.3 Before accepting any such funds into our bank accounts and/or making any such funds available to you through your Account with us, we must be fully satisfied that you, as our client, are the sender of such funds, or that such funds have been transmitted to us by an authorised representative of you, as our client. In the event that we are not fully satisfied that you, as our client, are the sender of such funds, or that such funds have been transmitted to us by an authorised representative of you, as our client, we reserve the right to refund/send back the net amount received to the same remitter from whom the funds were received, and using the same payment method.

#### REFUNDS AND WITHDRAWALS

- 59.4 We reserve the right, at any time, to set withdrawal limitations and fees in our systems.
- 59.5 If you submit a withdrawal request, you may be asked to provide evidence in accordance with relevant "Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation" and/or any other equivalent rules and regulations that apply to us.
- 59.6 When a withdrawal or refund is made, we reserve the right (but not the obligation) to remit the monies to the same remitter from and via the same payment method as when the funds were originally received by us. In that regard, we reserve the right, in our sole discretion, to
- a. refuse withdrawals via certain specific payment methods;
  - b. require another payment method than the one indicated in any withdrawal request, in which case a new withdrawal request may be required; and/or
  - c. require additional documentation, as required by applicable "Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation" and/or any other similar legislation; and/or any other similar rules and regulations applicable to us, before proceeding with any withdrawal request.
- 59.7 If we are unable to remit the funds, or any portion 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 are under no obligation) to transmit the funds via an alternative payment method selected by us, at our sole discretion, in any currency we deem appropriate (regardless of the currency in which the initial deposit was made). We will not be liable for any transfer fees or costs imposed by the receiver and/or any currency exchange rates resulting from the payment of such amount in these circumstances, and the requirements of Section 50 will apply mutatis mutandis.
- 59.8 Withdrawal requests that we accept and authorise in accordance with the terms of this Agreement are usually processed within one Business Day of receiving the transfer request instructions. When the transfer request process is completed, the amount to be transferred reduces the balance of the appropriate Account from

which the transfer is to be made. We retain the right to (a) refuse a withdrawal request if it does not comply with the provisions of this Section, or (b) delay processing if the ancillary documents presented with the withdrawal request does not meet our standards.

59.9 You agree to pay any bank transfer costs incurred when you remove monies from your Account or when funds are reimbursed to your designated bank account by us if we request it. You are solely responsible for the payment information you submit to us, and we will not be held liable for any cash lost as a result of erroneous or missing payment information. It's also important to note that we don't take responsibility for any funds that aren't deposited directly into our bank accounts.

## **60. NETTING AGREEMENT**

- 60.1 If a Party to this Agreement owes the same amount to another Party to this Agreement on the same day, the obligations of each Party to pay any such amount(s) will thereafter be automatically satisfied by 'netting.'
- 60.2 If the quantities are not in the same currency, they may be converted using the procedures outlined in Section 50 of this document.
- 60.3 If one Party's aggregate payment obligation exceeds the other Party's aggregate payment obligation, the Party owing the higher aggregate payment obligation shall pay the excess to the other Party, and each party's payment obligations will be satisfied and discharged.
- 60.4 If the client relationship is dissolved in accordance with Sections 85, 0 and/or 87 and 88 hereof, the Parties' claims against each other are finally discharged by netting (closed). The final amount to be paid by one of the Parties shall be the difference between the payment obligations of the parties, and the value of any open Contracts shall be calculated according to the principles set forth below.
- 60.5 The market rates applicable on the day we decide to conclude any such Transactions and/or Contracts shall be used to close any such Transactions and/or Contracts. We may determine the rates at our discretion by getting an offer from a market maker in the asset in issue or by using rates from electronic financial information systems. We will apply our customary spreads and add all costs and other charges when assessing the value of any such transactions and/or Contracts to be netted.
- 60.6 All parties to this Agreement, as well as the estates and/or creditors of all parties to the client relationship under this Agreement, are bound by this netting agreement.

## **61. CLIENT FUNDS AND ASSETS**

61.1 All assets (including, without limitation, cash, or only in those instances where we may agree otherwise, other assets, such as collateral (by which we mean investments, securities, bonds, or any other financial instrument, property, or asset acceptable to us in lieu of cash) handed over to us, or which we hold on your behalf for the provision of our Services ("Client Funds"), will be held in an account with a custodian, credit institution, or bank within t In a general omnibus account, your client funds may be combined with the funds of other clients. There is a risk that the Client Funds will be withdrawn or used to meet obligations of other Clients, or that the balance of assets held by the third party will not reconcile with the quantity that the third party is required to hold, and that the Client will not receive its full entitlement of Client Funds in such circumstances.

In some jurisdictions, it may not be possible to distinguish between Client Funds held for Clients and those held for the third party or for the Company, and there is a risk that the Client Funds will be withdrawn, used to meet the third party's obligations, or lost entirely if the third party becomes insolvent.

- 61.2 We may, however, hold all or some parts of your Client Funds with a custodian, credit institution, or bank located outside of the European Economic Area (EEA), and the legal and regulatory regime in such circumstances may differ from that in the EEA, with the result that, in the event of insolvency or equivalent failure of such custodian, credit institution, or bank, the treatment afforded to your Client Funds may differ from that afforded if your Client Funds were held in. We will not be liable for any failure or insolvency of any custodian, credit institution, bank, or third party holding your Client Funds within or outside the European Economic Area (EEA); however, applicable investor compensation or deposit protection schemes may protect a portion of your Client Funds held with a custodian, credit institution, bank, or third party.
- 61.3 Unless you notify us in writing, we may allow a third party, such as an exchange, clearing house, or intermediate broker, to hold all or part of your Client Funds where we transfer your Client Funds: (a) for the purposes of a Transaction and/or Contract you have entered into, or are entering into with such third party; or (b) to meet your obligations to provide services to such third party.
- 61.4 You hereby authorise us to make any deposits and withdrawals on your behalf from your Account with us, including, but not limited to Withdrawals for the settlement of all Transactions undertaken and/or Contacts entered into under these Terms and Conditions, as well as for the settlement of any and all amounts payable by you, or on your behalf, to us or any other person under and/or pursuant to these Terms and Conditions, without limitation and without prejudice to the generality of the above.
- 61.5 Any payment payable by us to you, unless otherwise determined and specified "in the conditions agreed upon by mutual consent of the Parties," shall be paid directly to you and not to any other Person, save in those situations where this has been agreed upon by mutual consent of the Parties.
- 61.6 Without limiting any other aspects of this Agreement, we may, in our sole discretion, set-off any funds held on your behalf against your obligations to us and/or consolidate any of your Accounts with us from time to time and without your prior authorisation.
- 61.7 You have the right to withdraw your money from your Account that are not used for Margin Covering and are not subject to Clause 57.3, without having to close your Account.
- 61.8 Leveraged Financial Instruments trading entails a high level of risk to your invested capital. Quinnix, on the other hand, has a "no negative balance" policy, which means you can't lose more than your initial investment.

## **62. ASSESSMENT OF INSTITUTIONS HOLDING CLIENT FUNDS**

- 62.1 All institutions with whom we intend to hold Client Funds must be examined and assessed prior to the commencement of a business relationship, as part of our risk management and compliance processes aimed at protecting Client Funds. Both qualitative and quantitative criteria are considered during the evaluation process. The country of establishment of the institution, regulation status, credit ranking of the institution and the nation of establishment (if available), and reputation are examples of such criteria.
- 62.2 We use a complex three-stage grading system in our assessment process. A senior officer of our Company performs the first stage, which entails obtaining the essential information and paperwork. The second stage is evaluating the information gathered and grading it according to the scoring criteria established. Our Company's Compliance Officer and/or Risk Manager are in charge of the second stage. In circumstances where the final score achieves the minimum



required passing score, a Director of our Company must examine the assessment and approve the establishment of the commercial connection as the third and final stage. If the final score does not meet the minimum required passing score, the evaluation ends at the second stage, and no business relationship with the institution is established.

- 62.3 Without limiting Clause 62.2, we may enter into a business relationship with an institution that failed the assessment process if (a) an Executive Director approves the establishment of the business relationship on an exceptional basis, (b) the reasons for the exceptional approval are well documented and kept by the Company, and (c) the maximum amount of business is limited. The Company's risk manager will keep an eye on the restrictions imposed and change them as needed.

### **63. DORMANT AND ARCHIVING POLICY**

- 63.1 If there is no activity (trading, withdrawals, or deposits) in all of your Accounts for at least ninety (90) calendar days, your Accounts will be considered dormant. An Account is considered dormant on the last day of the ninety (90) calendar days in which no activity (trading, withdrawals, or deposits) has occurred in the Account.
- 63.2 All remaining bonuses, promotion credits, and XMP will be deleted from dormant accounts automatically. Furthermore, any pending orders may be removed.
- 63.3 Dormant Accounts will be charged a monthly dormant fee of USD 5 (five United States Dollars) or the full amount of the free balance in the Account if the free balance is less than USD 5 (five United States Dollars). If the Account's free balance is zero, there will be no charge.
- 63.4 Accounts with no balance after ninety (90) calendar days will be archived.

### **64. MULTIPLE ACCOUNTHOLDERS**

- 64.1 We allow you to open Accounts with us that are shared among numerous (joint) account holders. In the case that such a request is made, you will be required to identify the form of ownership of the Account on your Account Opening Application Form(s) as one of the following options:
- a. Joint Tenants with Rights of Survivorship: It is the express intention of the (joint) Account holders to create an estate or account as joint tenants with rights of survivorship rather than as tenants-in-common; in the event of the death of either of the Account holders, the entire interest in the Account shall be vested in the surviving Account holder on the same terms and conditions as previously held, without in any way releasing the decease.
  - b. Tenants-In-Common: In this case, it is the express intention of the (joint) Account holders to create an account or estate as tenants-in-common; each Account holder's percentage of ownership shall be as indicated on the Account Opening Application Form(s); any taxes, costs, or expenses payable as a result of the death of an Account holder shall, to the extent possible, be deducted from the interest of the deceased Account holder's estate; this provision shall be followed.
- 64.2 If an Account is held jointly by more than one Account holder, each Account holder has the authority to: (a) trade for the Account in accordance with the Account's agreements; (b) receive all correspondence and documents in respect of the Account; (c) receive or withdraw money from the Account; (d) execute agreements relating to the Account; and (e) deal with us on an individual basis with respect to all aspects of the Account. Without limiting any other aspects of this Agreement, we shall be allowed (but not obligated) to require joint action by all Account holders

in specific Account matters at our sole discretion, without being obligated to provide any explanation or justification.

- 64.3 Furthermore, in those circumstances: (a) each such Account holder's liabilities shall be joint and several; (b) we may act on instructions received from any one Person who is, or appears to us to be, an Account holder, without further inquiry, with respect to all transactions in any way related to the Account, including without limitation, the placement of Orders and entering into Transactions and/or Contracts via our Online Trading Facility, and the disposition of the Account.
- 64.4 In the event of an Account holder's death, the surviving Account holder(s) must give us written notice of the death and provide us with proof of a death certificate, and we may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion and/or restrict transactions in the Account as we may deem advisable and/or desirable, to protect us against any liability.
- 64.5 In the event of an Account holder's death, the deceased Account holder's estate and any surviving Account holder(s) shall remain jointly and severally liable to us for any obligations incurred prior to our receipt of written notice of the Account holder's death, and/or for any costs incurred by us, including any reasonable attorney fees, in the liquidation of the Account or adjustment of the Account holders' interests.

## **PART H: GENERAL PROVISIONS**

### **65. MARKET MAKING**

- 65.1 You are specifically informed that in certain markets, such as foreign exchange markets, OTC foreign exchange options, and CFD Contracts, we may act as a 'Market Maker,' meaning that we may take the risk of holding a certain number of Supported Financial Instruments in order to facilitate trading in these Financial Instruments by displaying/quoting 'bid' and 'ask' prices ('buy' and 'sell' quotations) on our Online Trading FX platform.
- 65.2 In order to provide Price Quotes with the speed typically associated with speculative trading, we may have to rely on available prices or information that later proves to be inaccurate due to specific market circumstances, such as a lack of liquidity in, or suspension of, an Underlying Instrument or asset, or errors in information provider feeds. We may cancel the relevant Transaction and/or Contract with you in these circumstances, provided that we acted in good faith when issuing the relevant Price Quote to you. We will do so within a reasonable time and give you with a complete explanation for the cause for such cancellation.
- 65.3 Following the execution of any position with you, we may, in our sole discretion, balance each such position with you with another client position or a position with one of our counterparties, or we may decide to keep a proprietary position in the Market in order to profit from trading profits. As a result of these judgments and actions, we may offset client positions at prices that differ – sometimes dramatically – from the Price Quotes supplied to you, resulting in trading profits or losses for us. As a result of any profits realized by us as a result of the Market Making function, you may incur what is known as an implied cost (i.e., the difference between the price at which you traded with us and the price at which we later traded with our counterparties and/or other clients). Please keep in mind that if the market swings against us in relation to the price at which we traded with you, the Market Making feature could cost us a lot of money.

- 65.4 You acknowledge that, in Markets where we function as Market Maker, we may take positions that are diametrically opposed to yours and/or those of certain other clients, thereby creating conflicts of interest between us and those other customers.
- 65.5 You agree that in Markets where we function as a Market Maker, we have no responsibility to quote prices to you and/or any of our other clients at any time in any given Market, nor do we have any obligation to deliver such Price Quotes with a certain maximum spread to you and/or any of our other clients.
- 65.6 You acknowledges, recognizes, and accepts that the Price Quotes provided to you include a 'spread' when compared to the price for which we may have covered or expected to be able to 'cover' the Transaction or Contract in a trade with another client or a counterparty; furthermore, you acknowledges, recognizes, and accepts that said 'spread' constitutes remuneration to us.
- 65.7 Any commission costs, interest charges, costs associated with and included in the 'spreads' that are part of the Price Quotes provided by us as a Market Maker in certain Markets, and any other fees and charges will, as a result, influence your trading result(s) and may have a negative effect on your trading performance when compared to a situation where such commission costs, interest charges, costs associated with and included in the 'spreads' do not apply.
- 65.8 While dealing 'spreads' and commissions are usually deemed reasonable when compared to the value of the Financial Instruments exchanged, they can add up quickly when compared to your Margin deposit. As a result, your Margin deposit may be reduced as a result of trading losses and clearly visible dealing costs such as commissions, interest charges, and brokerage fees, as well as the aforementioned invisible costs for you generated by our performance as a Market Maker.
- 65.9 If you are a frequent trader who engages in a large number of Transactions and/or Contracts, the cumulative impact of both visible and invisible expenses can be significant. As a result, you may need to make considerable gains to cover the fees associated with the trading operations you perform as a Market Maker with us. Such fees may be excessive for individuals who are very active and exceed the value of the Margin deposited with us over a period of time. The lower the percentage of the applicable Margin rate, the larger the proportion of the costs involved with executing a Transaction and/or Contract when trading Margined derivatives.
- 65.10 You are hereby specifically informed that significant implied costs can arise as a result of the profits made by us in our capacity as a Market Maker in the areas of foreign exchange, CFD Contracts, and other OTC products; thus, our performance as a Market Maker may negatively affect your Account with us, and the said associated costs may not be directly visible or directly quantifiable for you at any time.
- 65.11 Please be aware that we are under no obligation to share any information about our performance as a Market Maker or any other commissions, charges, or fees at any time or under any circumstances.
- 65.12 You should be aware that CFDs are OTC products that we quote while working as a Market Maker and are not traded on a recognized stock exchange. As a result, the foregoing explanation of the implicit, non-visible costs associated with our Market Maker performance may also apply to any CFD Contract.

## **66. CONFLICTS OF INTEREST**

- 66.1 You should be aware that when we, our Associates, or other individuals or companies affiliated with us arrange Transactions and/or Contracts with you, we

may have a material interest, relationship, or arrangement with you. If a conflict of interest arises, we will try to resolve it in a way that we feel is in your best interests, as set forth in our conflicts of interest policy (as amended or extended from time to time) ("Conflicts of Interest Policy").

- 66.2 You specifically acknowledge and confirm that: (a) we may assign or transfer the execution of your Orders to our Affiliates, Associates, and or other third parties as we see fit; (b) we may execute Orders by different clients that are opposite to one another at the same time; (c) we may establish business, including without limitation, trading relationships with other issuers of Financial Instruments, and we may have a financial interest in such Financial Instruments; and (d) we may have a financial interest. You also accept and acknowledge that we may reimburse other clients whom you have chosen to follow and/or duplicate.
- 66.3 Our Conflicts of Interest Policy is fully detailed on our Online Trading Facility. Our Conflicts of Interest Policy is merely a policy; it is not intended to be contractually enforceable or to impose or seek to impose any responsibilities on us that we would not otherwise have, except for the United States Investment Services and Activities and Regulated Markets Law.
- 66.4 By accepting these Terms and Conditions, you understand and agree that we may conduct business without regard to any potential specific conflict of interest.

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

- 67.1 If your Account is managed by a trading advisor or is introduced to us, you acknowledge and agree that we are only responsible for acting as a counterparty to you for Transactions and/or Contracts in your Account, and that we have no responsibilities or obligations regarding any conduct, action, representation, or statement of any such Persons in connection with your Account or any underlying. You understand that we make no warranties or representations about such trading advisor or Introducing Broker, that we are not liable for any losses you may incur as a result of such trading advisor or Introducing Broker's actions, and that we do not endorse or approve of such trading advisor or Introducing Broker's operating methods, whether by implication or otherwise. You also acknowledge and agree that: (a) any trading advisor or Introducing Broker acts as an independent intermediary for you; (b) unless you have been expressly advised otherwise in writing by us, no such person is an affiliate, employee, or agent of us; (c) no such Person is authorised to make any representations about us or the Services to be provided by us hereunder, except as may be expressly authorised in writing by us; and (d) we do not bear any responsibility for any trading advisor or Introducing Broker in those instances where such trading advisor or Introducing Broker is accepted by us in this capacity, such trading advisor or Introducing Broker may be authorised to have "View Only" access to one or more terminals, including terminal access via Internet browser, to electronically monitor the activities of the Accounts.
- 67.2 If a trading advisor manages your Account or an Introducing Broker connects you to us, we may either (a) reward such persons from our assets or (b) deduct compensation payable to such Persons directly from your Account. If your Account is managed by a trading advisor, you must provide us with a copy of the trading advisor's written trading authorisation or your acknowledgement of such authorisation, in a manner acceptable to us.
- 67.3 You agree to waive any claims you may have against us, as well as to indemnify and hold us harmless for any actions or omissions of any such Business Introducer or its affiliated persons.

## 68. ACKNOWLEDGEMENTS

- 68.1 You acknowledge, recognize, and understand that trading and investing in leveraged and non- leveraged Transactions and/or Contracts is: (a) highly speculative; (b) may involve a high level of risk; and (c) is only appropriate for persons who, if trading on Margin, can accept a substantial risk of loss in excess of their Margin deposit.
- 68.2 You also acknowledge, recognize, and understand that:
- a. price changes in the Underlying Instrument may result in significant losses, which losses may substantially exceed your investment and Margin deposit, due to the low level of Margin normally required in highly leveraged transactions;
  - b. certain Market Conditions may make it difficult or impossible to execute Orders at a stipulated price; and
  - c. certain Market Conditions may make any profit or loss arising as a result of a fluctuation in the value of the Financial Instrument or the Underlying Instrument will be completely for your account and risk when you order us to enter into any Transaction and/or Contract;
  - d. We will not, in general, provide you with any advice; as a result, you agree not to hold us liable for any losses incurred as a result of following any of our recommendations or suggestions, or those of our employees, associates, or representatives, unless we have been grossly negligent in this regard; and
  - e. We will not conduct any ongoing monitoring of the Transactions and/or Contracts entered into by you; as a result, we cannot be held liable for any Transactions and/or Contracts that develop differently than what you might have anticipated and/or to your detriment;
  - f. guarantees of profit or freedom from loss are impossible in investment trading; and (g) you have received no such guarantees or similar representations from us, nor from any of our Associates, from us or from any of our Associates.
- 68.3 Given the hazards, you should only engage in such transactions if you fully comprehend the nature of the trading you would be doing and the level of your risk exposure. Many members of the public are not suitable for trading leveraged Financial Instruments, and you should carefully consider whether such trading is acceptable for you based on your experience, objectives, financial resources, and other relevant circumstances. You recognize and affirm that, in addition to the risk disclosure statement placed on our Online Trading Facility, you have been notified of and understand the following factors concerning trading in leveraged Financial Instruments in the Over-the-Counter Market.
- a. Overview: You will be engaging into a privately negotiated Transaction and/or Contract with us as Principal when you enter into foreign currency contracts with us. We may, in turn, engage in "back-to-back" transactions with third parties such as our Affiliates, Associates, and counterparties. Our mark-up is included in the Price Quotes we send you. The leveraged Financial Instruments Transactions and/or Contracts you may be getting into with us are not executed on a regulated exchange and are not cleared through a central clearing authority. As a result, any Transaction and/or Contract you enter into with us will be our obligation (rather than a clearinghouse's obligation as in the case of an exchange-traded contract), and you will not be entitled to the regulatory and financial safeguards that exchange-traded

- contracts provide. As a result, we both owe it to each other to fulfill our respective duties under each Transaction and/or Contract in line with its terms. These Conditions and Conditions (which apply to every Transaction and/or Contract you enter into with us) and the Settlement/Trade Confirmation (which applies to each Transaction and/or Contract) detail the terms of each Transaction and/or Contract. Also, you will not be able to transfer your obligations under the Transaction and/or Contract to another Person without our prior approval since each Transaction and/or Contract is a transaction between you and us and is not cleared through a central clearinghouse. Furthermore, we are not obligated to terminate or complete the Transaction and/or Contract before the Transaction and/or Contract's expiration date. On request, we may quote you a price for an early close out of a Transaction and/or Contract, but we are not compelled to do so.
- b. The Effect of "Leverage" or "Gearing": Leveraged Financial Instruments involve a significant level of risk. The amount of Initial Margin may be minimal in comparison to the value of the Financial Instruments traded, resulting in 'leveraged' or 'geared' Transactions and/or Contracts. A relatively little market movement can have a proportionately larger influence on the funds you've deposited or will have to deposit, which can work both for and against you. You may lose all of your initial Margin funds as well as any extra cash deposited with us to keep your trade open. If the market swings against you or the Margin Levels are raised, you may be required to pay significant more amounts on short notice to keep your position open. You may lose all of your initial Margin funds as well as any extra cash deposited with us to keep your trade open. In the event of a Margin shortfall or if you fail to comply with a request for more money within the timeframe specified, we retain the right to liquidate holdings without prior warning. Furthermore, you should be aware that we, our Affiliates, and/or Associates may have significant positions in, and may make a market in, or otherwise buy or sell instruments comparable to or economically connected to, Transactions and/or Contracts entered into with you from time to time. Furthermore, we may engage in proprietary trading activities with you, such as the initiation or termination of a foreign currency contract transaction, which may have an adverse effect on the Market price or other factors underlying the Transactions and/or Contracts entered into with you, and thus the value of such Transactions and/or Contracts. Quinnix reserves the right to amend the leverage ratios at any time and time to time (increase or decrease the ratios) in its sole discretion and without any notice, including apply different leverage ratios to different investments or times or in relation to external events such as government announcements or any news. Any change in the leverage ratios may take effect before or after an order is completed and will affect your margin level, margin call level, stop-out level. We will not liable to you for any loss from any change in the leverage ratios.
- c. Forward and spot transactions: You must fulfill your commitments under a foreign currency spot or forward Transaction and/or Contract in line with its terms. Long and short positions in the Market can be established using these Transactions and/or Contracts. A 'spot' Contract is a cash market transaction that allows you to purchase or sell a certain quantity

of a Financial Instrument instantaneously, with a settlement time of no more than two days. A 'forward' Contract is an agreement to buy or sell a specific quantity of a Financial Instrument at a predetermined price at a future date. Forward transactions are similar to exchange-traded futures contracts in terms of economics. Unlike exchange future Contracts, however, the pricing terms and attributes of 'spot' or 'forward' Contracts are privately negotiated; thus, there is no centralized price source and Transactions are not cleared through a clearinghouse. In general, the OTC Market is uncontrolled; there are no daily price restrictions (unless imposed by a government or central bank authority), no rules governing valuation or settlement procedures, and no minimum financial requirements for Market participants. There will be a monetary settlement (depending on the terms of the specific contract) at the stipulated settlement dates for 'spot' and 'forward' Contracts, which you may receive from us or be obligated to pay to us. There will be no physical delivery of currency unless we have made prior agreements with you. The amount of the cash settlement payment is determined by the size of your position and the market movement since the position was opened.

- d. Foreign Currency Option Transactions: We do not currently offer foreign currency option transactions.
- e. Speculative Trading in Leveraged Financial Instruments Transactions: Leveraged Financial Instruments' prices are quite volatile. Interest rates, changes in the balance of payments and trade, domestic and international rates of inflation, international trade restrictions, and currency devaluations and revaluations all influence the price fluctuations of Transactions and/or Contracts in leveraged Financial Instruments. Market Disruptions can occur, for example, if local or international economic or political events have an impact on the market. It is impossible to anticipate all threats ahead of time.
- f. Electronic Trading Facilities: For order routing, execution, matching, registration, and clearing of trades, most Electronic Trading Facilities use computer-based component systems. They are susceptible to temporary disruption or failure, just like all other facilities and systems. The system provider, the market, the clearing house, and/or member businesses may put liability limits on your ability to recover certain losses. Limits of this nature may differ.
- g. Electronic Trading: Through our Online Trading Facility, you will trade leveraged financial instruments. Trading on an electronic trading system differs from trading in a 'open-outcry' market as well as trading on other electronic trading platforms. You will be exposed to system risks such as hardware and software failure if you conduct trades on an electronic trading system. Any system failure may result in your Order not being executed according to your instructions, not being performed at all, or a lack of ability to keep you updated on your positions and compliance with the Margin requirements. Because we have no control over signal strength, reception, or routing via the internet, configuration of your equipment, or connection dependability, When trading on-line via the Internet, we cannot be held liable for communication problems, distortions, or delays. We do, however, use backup systems and contingency plans to reduce the risk of system failure, and trading over

- the phone is accessible only when we specifically agree to do so at our sole discretion.
- h. Commissions and other fees: Before you start trading, be sure you understand all of the commissions, fees, markups, markdowns, and other fees you'll be responsible for. These charges will either reduce or enhance your net profit (if any).
  - i. Risk-minimization and entry-level order strategies: Certain Orders ('Stop-Loss' or 'Stop-Reduce' Orders, 'Entry Buy' or 'Entry Sell' Orders) that are meant to limit risk may not be effective due to Market conditions making execution impossible. Combination strategies, such as 'spread' and 'straddle' positions, can be just as dangerous as taking long or short positions. When the predetermined price level is reached, Client Orders become Market Orders, even if the price is significantly different from the original Order.
  - j. Trading and price ties are suspended or restricted: Market conditions (for example, liquidity) and/or the operation of certain Market rules (for example, the suspension of trading in any Financial Instrument or underlying Instrument due to price limits or "circuit breakers") can increase the risk of loss by making it difficult or impossible to effect Transactions and/or Contracts or liquidate/offset positions. Furthermore, there may be no conventional pricing linkages between the underlying instrument and the exchanged financial instrument. The lack of a price for an Underlying Instrument might make determining "fair" value problematic.
  - k. Cash and goods deposited: You should be aware of the safeguards that apply to money or other property you deposit for domestic and international Transactions and/or Contracts, especially in the case of a firm's insolvency or bankruptcy. Specific legislation or local rules may limit the extent to which you can reclaim your money or property. Property that has been specifically identified as yours in some jurisdictions will be pro-rated in the same way as cash for the purposes of distribution in the event of a shortfall. We do not trade the Transactions and/or Contracts you enter into with us on a stock exchange. As a result, your funds may not enjoy the same protections as money used to Margin or guarantee exchange-traded Transactions and/or contracts, which may have priority in bankruptcy under applicable bankruptcy rules. Because monies used for Transactions and/or Contracts in the Over-the-Counter (OTC) Market may not receive the same priority, your claim for sums deposited or profits gained on Transactions and/or Contracts with us may not obtain priority if we become insolvent. You are a general creditor if you do not have priority, and your claim will be paid, together with the claims of other general creditors, from any cash left over after priority claims have been paid.
  - l. Currency risks: The profit or loss in Transactions and/or Contracts in leveraged Financial Instruments (whether traded in your own or another jurisdiction) will be affected by fluctuations in currency rates when there is a need to convert from the currency denomination.
  - m. Transactions on markets in other countries: Transactions on markets in other jurisdictions, particularly those formally linked to a local market, may expose you to additional risk. Such markets may be regulated, and investor protection may differ or be reduced as a result. Before you



- trade, find out if there are any rules that apply to your specific Transactions and/or Contracts. Your local regulatory authority will not be able to compel regulatory authorities or markets in other jurisdictions to implement the regulations governing your Transactions and/or Contracts. Before you begin trading, find out what sorts of remedies are available in your home jurisdiction as well as other relevant countries.
- n. Quoting and Execution Errors: If quoting and/or execution errors occur, such as a dealer mistyping a quote, a quote or trade that is not representative of fair Market prices, an erroneous price quote, such as a wrong big figure quote or an erroneous quote due to failure of hardware, software, or communication lines or systems, and/or inaccurate external data feeds provided by third-party vendors, Furthermore, Orders must be placed with enough time to execute as well as for the system to determine the requisite Margin needs. Execution of Orders put too close to prices, which might trigger additional Orders (of any type) or a Margin call, is not permitted. We shall not be accountable for any ensuing Margin calls, balances, or positions in your Account as a result of the system not being given enough time to execute and/or compute correctly. The above list is not intended to be exhaustive, and we reserve the right to make any required revisions or adjustments to the Accounts involved in the event of a quotation or execution error. We will decide any dispute arising from such quote or execution errors in our sole and absolute discretion. As a result of the foregoing, you agree to indemnify and keep us blameless from any and all losses or responsibility. There will be no correspondence exchanged.
  - o. Off-Exchange Dealings: The Transactions and/or Contracts you enter into with us as counterparty are exchanged in the off-exchange/Over-the-Counter (OTC) market, not on an exchange. There are no daily price limits (unless established by a government or central bank authority), no rules to regulate valuation or settlement procedures, and no minimum financial requirements for market participants in the Over-The-Counter (OTC) Market. As a result, liquidating an existing position, determining the value, determining a reasonable price, or assessing the risk exposure may be difficult or impossible. These transactions may be more risky as a result of these factors. Off-exchange transactions may be less regulated or governed by a different set of rules. You should familiarize yourself with the applicable rules and dangers before engaging in such transactions.

68.4 In addition to the aforementioned, it is critical that you understand the following:

- a. We reserve the right to close some or all of your open positions to permit the charging of any fees or amounts owed to you. Regardless, even if you lose all Margin deposited by you, you will be responsible for quickly paying such fee(s) to us.
- b. No Order is guaranteed by us. Placing "stops ("Stops")" does not guarantee that the trade will be filled at the Order price, regardless of the entry or closing designation. Upon activation, all 'Entry Stops' and 'Stops' will be filled at the first/best available market price, which may or may not be the same as the specified Order price.
- c. If liquidity providers are unable to provide liquidity to us, your Order may be delayed in execution or you may be unable to submit Orders at all. The magnitude of the Order may also slow down the process of

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- executing it. Keep in mind that you only need to enter an Order once. Multiple Order entries may mistakenly open undesirable positions.
- d. You may experience system faults as a result of hardware and/or software failures while trading on our Online Trading Facility. If there is a system problem, your Order may not be completed according to your instructions, or it may be executed with account balance mistakes and inconsistencies, or it may not be executed at all. We will not be held liable for any mistakes in your Account balances as a result of this. On the Account in question, we reserve the right to make any required repairs or adjustments.
  - e. There is no mechanism that can guarantee that transactions in leveraged Financial Instruments will provide you with significant benefits, nor can it be guaranteed that your Transactions and/or Contracts will produce favorable results.
  - f. Even though foreign currencies, commodities, and indices markets are more liquid than other financial and exchange markets, market conditions may make it impossible to execute an Order or a 'limit' on an Order (either 'Stop Loss' or 'Take Profit') at a specified price. As a result, even if the magnitude of the losses is limited by an agreement, the chance of incurring losses is larger, and the loss could occur in a relatively short period of time.
  - g. Because the deposit of an extra guarantee is not required in this scenario, we reserve the right to close any outstanding balances without your consent at our sole discretion.
  - h. In unusual Market situations, CFDs may move quickly to reflect unanticipated occurrences that neither we nor you can control.
  - i. It's critical to understand the difference between Indicative Quotes, which appear on charts, and Dealeable Quotes, which appear on our Online Trading Facility. Indicative quotes are simply used to show where the market is at any one time. Because derivatives markets are decentralized, which means there is no single central exchange where all transactions are conducted, each Market Maker may quote somewhat different pricing. As a result, any prices shown on Any chart provided by us or a third party will only show "Indicative Quotes," not necessarily genuine "Dealeable Quotes" from which Transactions or trades can be conducted.
  - j. The risk data supplied here does not include all of the hazards as well as other significant components of leveraged financial instrument transactions. As a result, you should learn the specifics of engaging into such Transactions in full before beginning to trade or obtain additional expert counsel.
  - k. All transactions will automatically close out in real money mode when the market closes at the end of the business week at the rates available at the conclusion of the last trading day of the relevant week, unless you have opted to carry a trade over the weekend. During the weekend, all real money account statements will be open, and all traders are welcome to see their trading account information. We have the right to not offset Contracts carried over the weekend after markets open. When market liquidity conditions are reasonable, we may allow offsetting Contracts to be carried over the weekend at our discretion.

- I. There are a number of hazards associated with using mobile trading technology, including duplication of Order instructions, price lag, and other issues that arise as a result of mobile connectivity. Prices shown on our mobile platform are only an indication of the executable rates and may not reflect the Order's final price. For message transmission, our mobile feature makes use of public communication network lines. We will not be liable for any delays in Price Quotes or inability to trade caused by network circuit transmission problems or any other problems beyond our direct control, such as the strength of the mobile signal, cellular latency, or any other issues that may arise between you and any internet service provider, phone service provider, or other service provider. Please keep in mind that not all of the functions accessible on our Online Trading Facility are available on our mobile app.

## **69. COMPENSATION**

- 69.1 In the event that the company verifies the request and found that is authentic as the claim made, the company is willing to pay compensation to the client by transferring compensation to the client's trading account.
- 69.2 The company will not pay compensation to the client if the investigation and found that the client's request with the underlying evidence is not reasonable enough.
- 69.3 The company will not pay compensation for problems that are not related to financial damage to the client.
- 69.4 The company will transfer compensation to the client's trading account within 14 business days after the result of the consideration of the request appears.

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

- 70.1 In addition to, and without limiting, any other representations, warranties, or covenants set forth in this Agreement, you hereby represent, warrant, covenant, and agree: that you will be treated as a "Retail client," unless we classify or reclassify you as a "Professional client" or a "Eligible Counterparty," based on the information you provide when completing the registration process or thereafter.
- 70.2 By using our Online Trading Facility, you represent, warrant, covenant, and declare that all funds used and invested on our Services do not come from drug trafficking, kidnapping, terrorism, or any other criminal conduct that is or might be considered illegal by any authority. Your access to our Online Trading Facility may be immediately terminated and/or your Account blocked if we suspect you are engaging in or have engaged in any fraudulent, unlawful, or improper activity, including, without limitation, money laundering activities, or conduct otherwise in violation of these Terms and Conditions. Unless otherwise authorised by a relevant regulatory authority, we are under no duty to repay any funds that may be in your account if your Account is cancelled or blocked in such circumstances. We reserve the right to prevent you from accessing any of our other websites or servers, or from using any of our other services, in addition to terminating your access to our Online Trading Facility and/or blocking your Account. We will have the right to inform the appropriate authorities, other online service providers, and banks, credit card companies, electronic payment providers, or other financial institutions of your identity and any suspected unlawful, fraudulent, or improper activity, and you will fully cooperate with us in our investigation.
- 70.3 For the length of our client relationship, the aforementioned representations and warranties will be deemed to be reiterated each time you enter into a Transaction, Contract, or submit Instructions to us.
- 70.4 You agree to:

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- a. obtain and comply with all authority, powers, consents, licenses, and authorisations referred to in this clause at all times, and do everything necessary to keep them in full force and effect; and (b) keep all authority, powers, consents, licenses, and authorisations referred to in this clause in full force and effect.
  - b. promptly notify us of any Event of Default or potential Event of Default;
  - c. take all reasonable steps to comply with all Applicable Laws, Rules, and/or Regulations in relation to this Agreement and any Transaction and/or Contract hereunder, to the extent they apply to you or us;
  - d. not send Orders or otherwise take any action that could create a false impression of the demand or value for Financial Instrument; and
  - e. not send Orders or you must follow the standard of conduct reasonably expected of persons in your position and not take any action that would cause us to fail to follow the standard of conduct reasonably expected of persons in our respective positions; and
  - f. provide us with such information as we may reasonably request upon demand.
- seek proof of the matters mentioned in this section or compliance with any applicable laws, rules, and/or regulations.

## 71. INFORMATION DISCLOSURE

- 71.1 Neither Party shall divulge any information about the other Party's business, investments, finances, or other confidential matters that it may come into possession of in the course of its duties or otherwise, and each Party must use all reasonable efforts to prevent such disclosure. This does not apply, however, if a Party is required to do so by law, or by a legislative or supervising body, or by another Person who is entitled to demand disclosure under the law, or in order for the Party to adequately fulfill its duties under these Terms.
- 71.2 By accepting these Terms and Conditions, you authorise us to share any information about you that may be needed by any Applicable Laws, Rules and/or Regulations or regulatory authority, including any applicable Market Rules, without providing you with prior notice.
- 71.3 By accepting these Terms and Conditions, you authorise us to share your personal information with any duly licensed financial entity, any of our Associates for the purpose of providing trade recommendations, trading activities, sales and marketing information, including new products and services, and any third party agency working on our behalf for the purpose of performing client analysis for the use of our sales and marketing (s).
- 71.4 The Company, its Associates, and service providers may collect, store, and process information obtained from the Client or otherwise in connection with the Agreement and the Transactions in order to comply with FATCA or other Applicable Laws, Rules, and/or Regulations, including disclosures between themselves and to governmental authorities. The Client acknowledges that this may include transfers of information to jurisdictions outside or inside the EEA that do not have strict data protection, data privacy, or banking secrecy laws. Before it or anyone acting on its behalf discloses information about a third party to the Company, its Associates, its or their agents or service providers in connection with these Terms and Conditions or any Transactions, the Client shall ensure that said third party has been given such information and has given such consents or waivers as are necessary to allow the Company, its Associates, its or their agents and service providers to collect, store, and use such information.

71.5 Without limiting any other provision of these Terms and Conditions, the Client consents to the Company, its Associates, and service providers disclosing any information or data in connection with or relating to the Client, the Agreement, and/or any Transaction (including, without limitation, pricing data): a. to the extent that the Company determines it is required, permitted, or desirable to comply with Applicable Law.

## 72. FATCA

- 72.1 The Company, its Associates, and service providers may collect, store, and process information obtained from the Client or otherwise in connection with the Agreement and Transactions in order to comply with FATCA or other Applicable Laws, Rules, and/or Regulations, including disclosures between themselves and to governmental authorities. The Client acknowledges that this may include transfers of information to jurisdictions outside or inside the EEA that do not have strict data protection, data privacy, or banking secrecy laws. Before it or anyone acting on its behalf discloses information about a third party to the Company, its Associates, or service providers in connection with these Terms and Conditions or any Transactions, the Client shall ensure that said third party has been given such information and has given such consents or waivers as are necessary to allow the Company, its Associates, and its or their agents and service providers to collect, store, process, and disclose such information.
- 72.2 By accepting these Terms and Conditions, you authorise us to submit, directly or indirectly, to the appropriate tax authorities or other third parties any information that you provide to us. Any party authorised to audit or conduct a similar control of the Company for tax purposes information obtained from the Client or otherwise in connection with the Agreement and the Transactions, as well as to disclose to such tax authorities any additional information that the Company may have in its possession that is relevant to your Account.

## 73. EMIR

- 73.1 Notwithstanding anything in these Terms and Conditions or any non-disclosure, confidentiality, or other agreement between the Company and the Client, the Company and the Client each hereby consents to the disclosure of information to the extent required or permitted by, or made in accordance with, the provisions of EMIR and any applicable supporting law, rule, or regulation ("EMIR and Supporting Regulation"), which mandate reporting and/or returning ("Reporting Requirements").
- 73.2 Both the Client and the Company acknowledge that, under EMIR and its supporting regulations, authorities need transaction data reporting to promote market transparency and enable regulators to monitor systemic risk and ensure that safeguards are applied internationally.
- 73.3 The Client and the Company each acknowledge that disclosures made pursuant to this agreement may include, without limitation, the disclosure of trade and trader information, as well as the Client's identity (by name, address, corporate affiliation, identifier, or otherwise) to any trade repository registered in accordance with Article 55 of EMIR or recognised in accordance with Article 77 of EMIR, or one or more systems or services operated by any such trade repository. The Client (in the case of the Company) or the Company (in the case of the Client) may use a Third Party Service Provider to transfer trade information into a TR for the purpose of complying with regulatory reporting obligations, and that a TR may engage the services of a global trade repository regulated by one or more governmental regulators. The Client and the Company also acknowledge that disclosures made pursuant to this Agreement may be made to recipients in jurisdictions other than

the disclosing Party's home jurisdiction, or jurisdictions that may not provide an equivalent or adequate level of personal data protection as the counterparty's home jurisdiction. For the avoidance of doubt, if applicable non-disclosure, confidentiality, bank secrecy, data privacy, or other law imposes non-disclosure requirements on transaction and similar information required or permitted to be disclosed as contemplated herein but allows the Client or the Company to waive such requirements by consent, the consent and acknowledgements provided.

#### **74. NON-FINANCIAL COUNTERPARTY REPRESENTATION**

The Client represents to the Company on each date and at each time that it enters into a Transaction (which representation will be deemed to be repeated by the Client at all times while such Transaction remains outstanding) that: a. it is either: (i) a non-financial counterparty (as such term is defined in EMIR); or (ii) an entity established outside the European Union that, to the best of its knowledge and belief, having given due and proper consideration, it is either:

- a. it is not subject to a clearing obligation under EMIR in respect of such Transaction (or, in the case of an entity described in clause 77.1(a)(ii) above, would not be subject to the clearing obligation if it were established in the European Union); and
- b. it is not subject to a clearing obligation under EMIR in respect of such Transaction. For the purposes of this clause, it is assumed that the Transaction is of a type that has been declared to be subject to the clearing obligation under Article 5 of EMIR and is subject to the clearing obligation under Article 4 of EMIR (whether or not this is the case), and that any EMIR transitional provisions are ignored.

#### **75. EMIR DELEGATED REPORTING SERVICE – LEGAL ENTITIES**

- 75.1 If the Client is a Legal Entity, the Company and the Client may agree from time to time for the Company to report the Client's dealings in derivatives contracts with the Company to the appropriate TR on the Client's behalf ("Delegated Reporting Service"). If the Client subscribes to the Company's Delegated Reporting Service, the requirements of this section will apply to the Client.
- 75.2 Client authorises the Company to submit the Client's trade related data to any TR of the Company's choosing on the Client's behalf by subscribing to the Company's Delegated Reporting Service. Unless the Company and the Client agree otherwise, the Client acknowledges and accepts responsibility for obtaining a Legal Entity Identifier ("LEI") or an interim pre-LEI at its own expense and providing that LEI or pre-LEI to the Company as soon as possible but no later than fifteen (15) calendar days after the Company requests such information.
- 75.3 The Company will only disclose client trades in which it directly interacts with the client, which means trades done through a central counterparty or intercompany trades will not be reported.
- 75.4 Either the Client or the Company may cancel the Client's Delegated Reporting Service subscription. The Client may do so by sending an email to the Company stating that it no longer desires to use the Delegated Reporting Service, with termination taking effect two (2) business days after the notice is received. The Client's participation in the Delegated Reporting Service may be terminated by the Company by notifying the Client at least five (5) Business Days before the Client's use of the service is to end. When the Company reasonably thinks that suspending the Delegated Reporting Service is in its best interests, the Company may do so at any time with notice to the Client.

- 75.5 The Company shall exercise reasonable care in performing its obligations and exercising its discretion under this clause, provided that the Company shall not be required to do or cause to be done anything that:
- a. is not permitted or otherwise contrary to or inconsistent with the operating procedures of any Third Party Service Provider or any TR (including any decision by a Third Party Service Provider); or
  - b. is in violation of any law, rule, or regulation, or is otherwise prohibited by any law, rule, or regulation.
- 75.6 Notwithstanding any other provision of these Terms and Conditions, but subject to the remaining provisions of this clause, the Company will not be liable to the Client (or any person claiming under or through it) for any losses arising directly from, or in connection with: a. the Company's provision of, or the Client's use of, the Delegated Reporting Sere. a third party accessing or intercepting any of the Client's information or data, unless such losses are caused by the Company's gross negligence, deliberate default, or fraud. The Client agrees that the Company will not be liable to the Client for any indirect or consequential loss or damage, including any loss of business, profits, expected savings, or goodwill.

## **76. REGULATORY MATTERS**

- 76.1 Nothing in this Agreement shall be construed as excluding or restricting our obligations under The National Futures Association (NFA) of the U.S Rules or any other Applicable Laws, Rules, and/or Regulations, unless otherwise permitted by the The National Futures Association (NFA) of the U.S Rules or any other Applicable Laws and Regulations.
- 76.2 We shall have the right to take any action we deem necessary, in our sole and absolute discretion, to guarantee compliance with The National Futures Association (NFA) of the U.S Rules or any other Applicable Laws, Rules, and/or Regulations, and such actions shall be binding on you and shall not hold us or any of our Associates accountable.
- 76.3 You expressly recognise and agree that you shall cooperate with The National Futures Association (NFA) of the U.S and any other appropriate regulator in connection to the subjects covered by this Agreement upon reasonable written notice from us and at our first request.

## **77. TAX IMPLICATIONS**

- 77.1 We will not offer any tax advise to our clients in connection with any of our Services. Regarding any tax implications of our Services, you should get specific independent advice from your financial advisor(s), auditor(s), or legal counsel.
- 77.2 You also acknowledge, understand, and agree that we do not, in general, collect taxes on behalf of any government in any form or way. You are solely responsible for managing tax consequences arising from your trading activity on or through our Online Trading Facility.
- 77.3 Without limiting the foregoing, you are solely responsible for calculating and paying all taxes due to you in your country of residence, or, in the case of Legal Entities, in their country of formation, incorporation, and/or domiciliation, or otherwise arising as a result of your trading activity from and/or access and/or use of our Services.
- 77.4 Without limiting your sole and complete responsibility for tax payments, you agree that we may deduct tax from the results of your trading activity from and/or the access and/or use of our Services, as required by the Applicable Laws and Regulations, but that we are not bound to do so. You understand that any funds you take from your Account are "gross amounts" from which we may deduct

applicable taxes, and that you will have no recourse against us if we make such deductions.

## **78. INTELLECTUAL PROPERTY**

- 78.1 All copyrights, trademarks, patents, trade secrets, and other title, ownership, and Intellectual Property Rights in and/or relating to: (a) our Online Trading Facility; (b) our Services; (c) any other of our platforms or Software (including, without limitation, Demos and any relevant System Documentation and/or user's manuals); (d) this Agreement; (e) the Price Quotes we provide; and/or (f) any Pricing Data or other information transmitted via our Online Trading Facility Third-party data, text, images, software, multi-media materials, and other content ("Third Party Content") may be incorporated into our Online Trading Facility (including, without limitation, any other of our platforms or Software), and references to the term "Intellectual Property Assets" shall be taken to include all materials, content, and services made available from time to time via our Online Trading Facility.
- 78.2 All copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme, and graphics are protected by local and international intellectual property laws and treaties, including all copyright laws and regulations, and remain vested in United States. or through our Third-Party Licensors Except for the right to access and use them in accordance with the terms and conditions of this Agreement or pursuant and/or as granted to you in any agreement you may have with one of our Third Party Licensors, you receive no copyright, intellectual property rights, or other rights in or to our Intellectual Property Assets. You will respect and comply with our reasonable requests to safeguard our and each of our Third Party Licensors' contractual, statutory, and common law rights in our Intellectual Property Assets, as well as protect and not violate any Third Party Licensor's intellectual rights therein. You will quickly notify us in writing if you become aware of any infringement of our or a Third Party Licensor's proprietary rights in any Intellectual Property Assets.
- 78.3 You may not remove any copyright notification from any of our Intellectual Property Assets or use any of our Intellectual Property Assets in an unauthorised manner. Any information obtained from or connected to our Intellectual Property Assets, Website(s), Services, Online Trading Facility, and/or Software offered shall not be published, distributed, or otherwise made available to other parties. Unless otherwise agreed in writing or to the extent necessary for you to view our Online Trading Facility in accordance with these Terms, you shall not: (a) copy, interfere with, tamper with, alter, amend, or modify any of our Intellectual Property Assets and/or any component thereof, in whole or in part (except to make backup copies solely for disaster recovery purposes); (b) disassemble any of our Intellectual Property Assets and/or any component thereof; (c) incorporate our Intellectual Property Assets and/or any component of our Intellectual Property Assets into other goods.
- 78.4 The terms and conditions of this Agreement apply to any copies of our Online Trading Facility, or any part thereof, created in compliance with any Applicable Laws, Rules, and/or Regulations. All of our trademark, copyright, and limited rights notices, as well as those of our Third Party licensors, must be reproduced on these copies. You must keep a current written record of the number of copies you have made. If we request it, you must supply us with a declaration of the quantity and location of any and all such copies as soon as reasonably possible.



78.5 Any allowed use of Marks will be subject to our, or our Third Party Licensors', quality control requirements, and any related goodwill will benefit us, or our Third Party Licensors.

## **79. DATA PROTECTION**

- 79.1 For the purposes of any Personal Data Protection Legislation, we are the Data Controller. Our Compliance Officer should be contacted if you have any questions regarding how we use your personal information.
- 79.2 As stated above, we may collect, use, and disclose Personal Data about you, including Personal Data you may voluntarily disclose to us in any manner, so that we can:
- a. carry out our obligations under this Agreement;
  - b. carry out our everyday business activities and dealings with you;
  - c. compile statistical analysis of the pages of our Online Trading Facility visited;
  - d. monitor and analyse our business;
  - e. take part in crime prevention, as well as legal and regulatory compliance;
  - f. sell and develop various products and services;
  - g. as a part of our business, we may not be able to provide you with access to our Online Trading Facility if you opt to withhold non-sensitive Personal Data.
- 79.3 We will not obtain or require the disclosure of sensitive Personal Data (such as ethnic origin, religion, or medical records), but if you choose to provide such sensitive Personal Data, we may assume that you have given your consent to the processing of such sensitive Personal Data for the purposes for which it was provided, unless you notify us in writing otherwise.
- 79.4 Neither we nor any of our Third Party Service Providers will disclose any Personal Data collected about you or any Authorised Person to third parties unless:
- a. it is required to do so by and/or pursuant to any Applicable Laws, Rules, and/or Regulations;
  - b. there is a duty to the public to disclose;
  - c. our legitimate business interests require disclosure; or (d) at your request or with your consent, or to Persons described below.
- 79.5 We, our Associates, or a Third Party Service Provider may disclose Personal Data about you to those who provide services to us, to anyone to whom we, our Associates, or a Third Party Service Provider transfers or proposes to transfer any of our or their rights or obligations under these Terms, and to licensed credit reference agencies or other organizations that assist us, our Associates, or Third Party Service Providers and others in making credit decisions.
- 79.6 Under applicable Personal Data Protection Legislation, you have certain rights of access to the Personal Data we collect and hold about you at the time of request, as well as the right to have erroneous information remedied. If you wish to exercise such rights (at your own cost and expense), please contact us in writing, and you may be asked to supply further information to help us in fulfilling such request.
- 79.7 For any of the purposes described herein, we, our Associates, and/or Third Party Service Providers may transfer data collected and held about you, including Personal Data and data on your trading activity, to other countries, including countries outside the European Economic Area ("EEA") that may not have similar data protection laws. You consent to such transfers by accepting these Terms and Conditions.

- 79.8 For security, compliance with the law, training reasons, and to maintain and improve the quality of our Services, we, our Associates, and/or Third Party Service Providers may record or monitor telephone conversations between you and us. In the event of a disagreement between us, such telephone conversations may be utilized as evidence in accordance with the conditions set forth above. Any recordings will be and remain our sole property, and you will accept them as irrefutable proof of their content as captured by us. You agree that we may provide copies of transcripts of such recordings to any court, regulatory agency, or government authority, including without limitation in the event of a dispute between you and us. However, we may be unable to record a discussion due to technical issues, and any recordings or transcripts made by us will be destroyed in accordance with our standard procedure. As a result, you shouldn't count on such recordings being available.
- 79.9 We may use 'cookies' or 'IP address tracking devices' to administer our Online Trading Facility, record passwords and usernames, track and facilitate surfing through our Online Trading Facility, and monitor visits to sites on our Online Trading Facility from your terminal. A 'cookie' is a small piece of data that is saved on your hard drive and contains information about your usage of our Online Trading Facility. IP addresses may be linked to your Personal Data, and we would receive such Personal Data by tracking these addresses. Acceptance of any "cookies" and "IP address tracking devices" stated in and for the reasons explained in this section is required for access to our Online Trading Facility. By agreeing to these Terms, you confirm that you are aware of the general nature of "cookies" and "IP address tracking" devices, as well as the objectives for which we will use them.
- 79.10 You acknowledge and accept that any Services supplied through our Online Trading Facility involve Internet transmissions, and that such transmissions are subject to the inherent dangers of the Internet. While we recognize our responsibility to take reasonable security precautions, you acknowledge and accept that, as with any network, you may be exposed to unauthorised programs transmitted by third parties, electronic trespassing, and/or failure of information and data to reach their intended destinations, as well as erroneous receipt or misdirection of such information. Although our security safeguards, as well as those of our Associates and Third Party Service Providers, are designed to limit these risks, we cannot promise that they will be eliminated. As a result, you understand that no transmission via our Online Trading Facility can be guaranteed to be private, and that we are not responsible for any breach of confidence that may occur as a result of such events.

## **PART I: COMPLAINT HANDLING PROCEDURES**

### **80. COMPLAINTS**

- 80.1 When a member of the public approaches, Quinnix we strive to provide prompt, courteous, helpful, open, and knowledgeable guidance. We are constantly interested in hearing what our customers, particularly the general public, think about our overall performance - what we do well and what we don't.
- 80.2 We recognize that, like with any organization, things can go wrong from time to time, and we may not be able to meet the standards we have set for ourselves. We are especially interested in hearing about such incidents since they allow us to make amends and learn from our mistakes.

- 80.3 As part of our commitment to providing the best possible service to our clients, we maintain effective and transparent procedures for prompt complaint handling for existing and potential retail clients, we keep records of complaints and measures taken to resolve complaints in accordance with applicable laws, rules, and regulations, and we are pleased to operate in accordance with the United States Securities and Exchange Commission's complaint management procedures.
- 80.4 We will make every effort to resolve your concern as quickly as possible. We will follow the "Complaints Handling Procedures" published on our Website(s), which are incorporated herein by reference and form an integral part of these Terms and Conditions of Business; as a result, these Complaints Handling Procedures shall apply to all transactions between us and our clients, to the extent that it does not impose and/or seeks to impose any obligations on us that we would not otherwise have, but for the United States Investment Services.

## **PART J: INDEMNITY AND LIMITATION OF LIABILITY**

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

- 81.1 You are solely responsible for deciding whether or not to access and/or use our Online Trading Facility, as well as whether or not to enter into or execute any Transaction and/or Contract. You realize and agree that our Online Trading Facility is not and will not be the primary foundation for any of your Account investment choices. You are solely responsible for any investment or trading decisions you make with respect to products identified on our Online Trading Facility, and neither we nor our directors, officers, shareholders, partners, members, employees, agents, service providers, legal representatives, and/or Affiliates (collectively, "Associates") are responsible for determining whether any Transaction or Contract you enter into is suitable, appropriate, or advisable. By offering our Online Trading Facility, neither we nor our Associates are or will be acting as an advisor or fiduciary for you or any Authorised Person.
- 81.2 Without limiting any other provisions of this Agreement, our Online Trading Facility is provided "as is," and neither we, nor our Associates, nor any of our Third Party Service Providers make any representations or warranties of any kind regarding
- a. the availability, currency, accuracy, or completeness of our Online Trading Facility;
  - b. the results to be obtained by you or anyone else from using our Online Trading Facility; or
  - c. any Thirteenth Party Service Providers.
- 81.3 Without limiting any other provisions of this Agreement, neither we nor our Associates shall be liable for any losses, damages, costs, or expenses incurred or suffered by you or any Authorised Person as a direct or indirect result of any act or omission in the course of providing our services, whether arising out of negligence, breach of contract, misrepresentation, or otherwise. Unless caused by our and/or their negligence, willful default, or fraud, neither we nor our Associates shall be liable for any losses, damages, costs, or expenses incurred or suffered by you or any Authorised Person under this Agreement (including any instance where we have delegated responsibility to you). We or our Associates will not be liable for any special or consequential damages, loss of profits, loss of goodwill, or loss of business opportunity suffered by you or any Authorised Person arising under or in connection with this Agreement, whether arising out of negligence, breach of contract, misrepresentation, or otherwise; neither we nor our Associates will be

liable in any circumstances for any losses that were not a reasonably foreseen loss.

- 81.4 Because we have no control over signal strength, reception, or routing over the internet, the configuration of your or any third-party equipment, or the reliability of its connection, neither we nor our Associates can be held liable for communication failures, distortions, or delays when you trade on-line (via the Internet).
- 81.5 We are under no obligation to contact you in the event of a change in Market Conditions (including, without limitation, Market Disruptions) or for any other reason. You acknowledge that the leveraged derivatives market is highly speculative and volatile, and that you are solely responsible for making and maintaining contact with us, as well as for monitoring open positions and ensuring that any further instructions are given on a timely basis, following the execution of any transaction. We cannot guarantee that we will be able to contact you if you fail to do so, and we assume no responsibility for any loss alleged to have occurred as a result of your failure to do so. Without restriction, neither we nor our Associates accept any obligation for any delay or change in market conditions prior to the completion of any specific Transaction.
- 81.6 We and our Associates are not liable for any damage resulting from any act or omission of any Agent, Introducing Broker, Authorised Person, or other third party who performs services for you.
- 81.7 Neither we nor our Associates will be liable to you or any Authorised Person for any partial or nonperformance of our obligations hereunder due to any cause beyond our reasonable control, including, without limitation, any breakdown, delay, malfunction, or failure of transmission, communication, or computer facilities, industrial action, acts of terrorism, acts of God, acts and regulations of any governmental or supranational bodies or authorities.
- 81.8 Nothing in this Agreement will limit or exclude any duty or liability we may have to you or any Authorised Person under the regulatory system (as defined in The National Futures Association (NFA) of the U.S Rules) that cannot be limited or excluded.

## **82. EXCLUSION OF WARRANTIES**

- 82.1 We do not make any express or implied warranties about our online trading facility, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement, without prejudice to any other provisions of this agreement. Our online trading facility is provided "as is" and "as available" to you. We shall not be liable for any cost or damage resulting directly or indirectly from your access or use of our online trading facility, and it is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all information, opinions, and products.
- Products, services, merchandise, and other information available through our online trading facility or elsewhere on the internet, we do not guarantee that any errors or inaccuracies will be fixed.
- 82.2 We do not guarantee that our online trading facility will meet your requirements or will be uninterrupted, timely, secure, or error-free. We also make no warranty that the results obtained from our online trading facility will be accurate or reliable, or that the quality of any products, services, information, or other material purchased or obtained by you through our online trading facility will meet your expectations.

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

- 83.1 Our responsibilities under this Agreement do not bind our directors, officers, shareholders, partners, members, employees, Associates, Representatives,

agents, Third Party Service Suppliers and/or Third Party Content providers and/or any of them personally.

- 83.2 To the fullest extent permitted by law, we will not be liable for any consequential, incidental, special, direct, or indirect damages (including, but not limited to, lost profits, trading losses, or damages that result from the use or loss of use of our online trading facility and third-party content, inconvenience or delay). This is true even if the losses or damages were foreseeable or either party has been advised of the possibility of such losses or damages).
- 83.3 Except as required by law, we will not be liable to you or anyone else for any loss caused by a cause over which we have no direct control. Unauthorised access, viruses, theft, operator errors, severe or extraordinary weather (including flood, earthquake, or other act of god), fire, war, insurrection, terrorist act, riot, labour disputes and other labour problems, accident, emergency, or action of government.
- 83.4 Any liability arising out of this agreement will be met solely from the revenues obtained hereunder. Our liability under this agreement shall in no event exceed the total amount of revenues generated under this agreement in the six months prior to the event giving rise to the claim. Even if you have been advised of the possibility of such damages and the limited remedies provided herein fail to meet their essential purpose.

#### **84. INDEMNIFICATION**

- 84.1 As a condition of using our Online Trading Facility, you agree to indemnify and hold us, our Associates, Representatives, agents, Third Party Service Providers, and Third Party Content providers harmless from and against any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees, arising from or connected to any violation or breach of these Terms, whether arising out of negligence, breach of contract, misrepresentation, or otherwise.
- 84.2 You shall pay to us such sums as we may from time to time require in or towards satisfaction of any debit balance on any of your Accounts with us, as well as any liabilities, losses, damages, costs or expenses, whether arising out of negligence, breach of contract, misrepresentation or otherwise, including reasonable attorneys' fees, taxes, imposts and levies, that we may incur or be subjected to with respect to any of your accounts or any Tranche.
- 84.3 You will be entirely liable to us for the settlement of any Transaction and/or Contract signed on your behalf using our Online Trading Facility.
- 84.4 You agree to defend, indemnify, and hold us, our directors, officers, shareholders, partners, members, employees, Associates, Representatives, agents, Third Party Service Providers and/or Third Party Content providers, and/or any of them, harmless from and against any and all liabilities, losses, damages, costs, or expenses that we may incur or suffer, whether arising out of negligence, breach of contract, misrepresentation, or otherwise, including reasonable attorneys' fees. Acting on any directive from an Authorised Person that is, or appears to be, valid.

#### **85. INDEPENDENT INVESTIGATION**

- 85.1 You acknowledge that you have read and agree to the terms and conditions of this agreement. You have independently evaluated the benefits and risks of accessing and/or using our online trading facility and entering into transactions and contracts via our online trading facility, and you have done so without relying on any information contained on, or in, our online trading facility and/or otherwise provided.

85.2 You represent and warrant that you may participate in our online trading facility and enter into transactions and contracts via our online trading facility without violating any applicable rules or laws, and that you have independently evaluated the laws in your local jurisdiction that apply to your activities here.

## **PART K: DEFAULT**

### **86. DEFAULT**

An Event of Default is defined as any of the following occurrences:

- a. You fail to make any payment when due under this Agreement, to make or take delivery of any property when due under this Agreement, or to observe or perform any other condition of this Agreement for one Business Day after notice of non-performance has been issued;
- b. You fail to remit funds necessary to enable us to take delivery under any Transaction and/or Contract on the first due date;
- c. You fail to provide assets for delivery, or take delivery of assets, under any Transaction and/or Contract on the first due date;
- d. You die, become insane, are unable to pay your debts as they fall due, or become bankrupt or insolvent, as defined by any bankruptcy or insolvency law applicable to you; or any indebtedness of yours is not paid on the due date, or becomes capable of being declared, due and payable under agreements or instruments evidencing such indebtedness prior to the due date, or any suit, action, or other proceeding relating to such indebtedness (tangible and intangible);
- e. You file a voluntary case or initiate another procedure seeking or proposing liquidation, reorganization, an arrangement or composition, a freeze or moratorium, or other similar relief with respect to you or your debts under any bankruptcy, insolvency, regulatory, supervisory, or similar law (including any corporate or other law that may apply to you if you become insolvent), or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, custodian, or similar person;
- f. You or any Credit Support Provider (or any Custodian acting on your or a Credit Support Provider's behalf) disaffirms, disclaims, or repudiates any obligation under this Agreement or any guarantee, hypothecation agreement, Margin or Security agreement or document, or any other document containing an obligation of a third party ("Credit Support Provider"), or of you, in our favor supporting any of your obligations under this Agreement (each a "Credit (n) any representation or warranty made, given, or deemed made or given by you under this Agreement or any Credit Support Document proves to be false or misleading in any material respect as of the time it was made, given, or deemed made or given, or becomes untrue;
- g. You fail to comply with any obligations set forth in these Terms and Conditions or in any Transaction and/or Contract, including failure to meet Margin requirements;
- h. Any Credit Support Provider fails to comply with or perform any agreement or obligation that must be complied with or performed by you or it in accordance with the applicable Credit Support Document, or you fail to comply with or perform any agreement or obligation that must be complied with or performed by you or it;

- i. Unless we have agreed in writing that this will not be an Event of Default, any Credit Support Document expires or ceases to be in full force and effect prior to the satisfaction of all your obligations under this Agreement;
- j. Any representation or warranty made, provided, or deemed made or given by a Credit Support Provider pursuant to a Credit Support Document proves to be incorrect or misleading in any material regard as of the time it was made, given, or deemed made or given;
- k. Any of the events listed in paragraphs (b) through (d) or (h) of this subclause happens in relation to any Credit Support Provider;
- l. You are dissolved, or if your capacity or existence is contingent on a record in a formal register, the registration is withdrawn or terminated, or any procedure seeking or proposing your dissolution, removal from such a register, or termination of such a registration is initiated;
- m. Any of the events referred to in the preceding paragraphs occurs in respect of one or more of your or your Credit Support Provider's partners;
- n. We consider it necessary or desirable to prevent what we consider to be or might be a violation of any Applicable Laws, Rules and Regulations, or good standard of market practice;
- o. Any representation or warranty made or given or deemed to be made or given by a Credit Support Provider pursuant to a Credit Support Document is found to be false or misleading in significant respects at the time it was made, given, or deemed to be given.
- p. Any Event of Default (however described) occurs in relation to you under any other agreement between us to which you are a party, or any other event specified for these purposes in this Agreement;
- q. You violated any clause of this Agreement and/or any other agreements we have, or had in the past.

## **87. RIGHTS ON DEFAULT**

If an Event of Default occurs, the company shall be entitled to, in our sole discretion, at any time and without prior notice, take one or more of the following actions:

- 87.1 Temporarily block the client's account and/or accounts of another client which the company considers to be involved in suspicious activity, until the company can determine if an Event of Default has occurred. In case of investigation of Events of Default, the company may request the client to provide various documents and the client is under an obligation to provide such;
- 87.2 The company has the right to close the client's account(s);
- 87.3 The company has the right to close out the client's open positions at current quotes;
- 87.4 Terminate and liquidate in accordance with this clause, we shall also be allowed to terminate and liquidate any other outstanding transactions between us in accordance with the terms of this section.

## **PART L: TERMINATION OF CLIENT RELATIONSHIP AND LIQUIDATION OF ACCOUNTS**

### **88. TERMINATION OF CLIENT RELATIONSHIP**

- 88.1 Our client relationship under this Agreement will continue until either Party terminates it, regardless of any other provisions of this Agreement, including, but not limited to, those relating to Events of Default.

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**Website :** [www.quinnixtrade.com](http://www.quinnixtrade.com) **E-mail :** [support@quinnixtrade.com](mailto:support@quinnixtrade.com)

**Address :** 6 Holywell Lane, London, England, EC2A 3ET

88.2 Unless Applicable Laws, Rules, and/or Regulations require otherwise, any Party may terminate this Agreement (and our partnership) by giving the other seven (7) calendar days written notice of termination.

88.3 We may, however, cancel this Agreement immediately if you fail to comply with any provision of this Agreement or if an Event of Default occurs, excluding Force Majeure.

## **89. EFFECTS OF TERMINATION OF CLIENT RELATIONSHIP**

89.1 Upon termination of this Agreement, all amounts owed to us by you become immediately due and payable, including (but not limited to): (a) all outstanding fees, charges, and commissions; (b) any dealing expenses incurred by terminating this Agreement; and (c) any losses and expenses incurred by us in closing out any Transaction or Contract, or settling or concluding outstanding obligations incurred on your behalf.

89.2 If we terminate, we will complete all Transactions and/or Contracts that have already been entered into or are in the process of being completed, and these Terms and Conditions will continue to bind both parties in relation to such Transactions and/or Contracts. Before transferring any credit balances on any Account(s) to you, we shall be allowed to deduct all monies owing to us, and we shall be entitled to postpone such transferring until any and all Transactions and/or Contracts between you and us are closed. Furthermore, we have the right to demand that you pay any fees associated with the transfer of your investments.

89.3 Termination will have no effect on any outstanding rights and obligations (including, without limitation, those relating to the Indemnities and Limitation of Liability Clauses and the Miscellaneous and Governing Law Clauses) and Transactions and/or contracts that will continue to be governed by this Agreement and the specific clauses agreed upon by and between you and us in relation to such Transactions and/or Contracts, until all obligations have been fully performed.

89.4 If you directly or indirectly involve us in any type of fraud, we reserve the right, in our sole discretion and without prejudice to any other rights we may have under this Agreement, to reverse all previous Transactions and/or Contracts that would or could jeopardize our interests and/or the interests of any of our (other) clients.

## **PART M: MISCELLANEOUS PROVISIONS**

### **90. ASSIGNMENT**

90.1 The Parties and their respective Affiliates, Successors, and Assigns shall benefit from and be bound by the terms, conditions, and obligations of this Agreement.

90.2 We shall have the right to assign our rights and benefits under this Agreement to any Affiliate or subsidiary of our group of companies without obtaining prior consent.

90.3 You may not transfer this Agreement or any interest or obligation in or under this Agreement without our prior written consent, and any attempted transfer without such consent will be null and void.

90.4 If you consent to the transfer of any interest or obligation under this Agreement, you will be equally and severally liable for the transferee's execution of all of this Agreement's obligations.

### **91. TIME OF ESSENCE**

In relation to all of your responsibilities under this Agreement (including, without limitation, those relating to any Transaction and/or Contract), time is of the essence.



## 92. NOTICES

- 92.1 You must ensure that we can communicate with you by phone, fax, or e-mail at all times.
- 92.2 Except as otherwise specified in this Agreement and without prejudice to any other provisions of this Agreement, all notices, declarations, demands, requests, and other communications required under or otherwise referred to in this Agreement must be in writing and shall be sufficient for all purposes if personally delivered or sent by prepaid "overnight delivery" via DHL/FEDEX/UPS or any other internationally recognized air courier, or if sent by facsimiles.
- 92.3 Notices, declarations, demands, requests, and other communications under this Agreement shall be regarded given and received if physically delivered in the form described above, and shall be effective when personally delivered.
- 92.4 Notices, declarations, demands, requests, and other communications under this Agreement shall be deemed to have been given and received and shall be effective when received in fully legible form by the Party to which the notice is addressed, which shall be deemed to occur upon completion of the e-mail transmission unless: such transmission is not sent in the form herein specified.
- 92.5 Notices, declarations, demands, requests, and other communications under this Agreement shall be deemed given and received four (4) calendar days after deposit with such air courier or when actually received, whichever occurs first, if sent by prepaid "overnight delivery" via DHL/FEDEX/UPS or any other internationally recognized air courier in the form specified therein.
- 92.6 Notices, declarations, demands, requests, and other communications under this Agreement shall be deemed given and received and shall be effective when received in fully legible form by the Party to whom the notice is addressed, which shall be deemed to occur upon completion of the transmission, unless: (a) such transmission is made on a day that is not a Business Day or on a Business Day but outside regular business hours; or (b) such transmission is made on a day that is not a Business Day but outside regular business hours.
- 92.7 Such notice or other communication will be deemed effective on the date it is delivered in person or by courier, or if sent by facsimile transmission, on the date that transmission is received by the recipient, or if sent by registered mail or the equivalent, on the date that mail is delivered, or if sent by email, on the date that email is delivered, unless the date of delivery (or attempted delivery), as applicable, is earlier.
- 92.8 The Parties agree that any summons, complaint, or other process that may be served in any suit, action, or other proceeding may be delivered to the other Party by mailing certified or registered mail or hand-delivering such summons, complaint, or other process to the other Party at the address specified hereinabove.
- 92.9 The effectiveness or date of delivery of any notice sent in accordance with the foregoing provisions shall not be affected by rejection or other refusal to accept, or the inability to deliver a notice, summons, complaint, or other process referred to hereinabove, due to a changed address for which no proper notice was given. For all purposes, each such notice, request, or other communication shall be deemed sufficiently given, served, sent, and received when it is delivered to the address (with the return receipt, the delivery receipt, the messenger's affidavit, or the answer back being deemed conclusive (but not exclusive) evidence of such delivery) or when delivery is refused by the addressee upon presentation.

### **93. GOVERNING LAW AND JURISDICTION**

- 93.1 This Agreement shall be governed by and construed in accordance with United States Law, and you irrevocably agree for our exclusive benefit that the courts of United States will have jurisdiction to settle any disputes that may arise out of or in connection with this Agreement, and that any proceedings will be brought in such courts, subject to the dispute resolution provisions set forth hereinafter.
- 93.2 However, nothing in this Section limits our right to bring legal action against you or any Trader in any other court of competent jurisdiction, nor does bringing legal action in one or more jurisdictions preclude bringing legal action in another jurisdiction, whether concurrently or not, to the extent permitted by the law of that other jurisdiction.

### **94. DISPUTE RESOLUTION**

- 94.1 In the event of a dispute arising out of or in connection with this Agreement, the Parties must first consult and negotiate with each other in good faith, respecting their mutual interests, in order to find a just and equitable settlement of the matter that is acceptable to both Parties.
- 94.2 To that aim, the Parties must call a meeting between persons nominated by each Party (the "Appointed Persons") and other appropriate members of management within seven (7) Business Days of a dispute emerging to attempt to settle the dispute.
- 94.3 If the Appointed Persons agree on a resolution or disposition of the disagreement, they shall sign a statement outlining the conditions of the settlement or disposition, and the Parties will ensure that it is carried out fully and quickly.
- 94.4 If the Appointed Persons do not reach an agreement within fourteen (14) Business Days (the "Final Negotiation Date"), the dispute will be handled according to the rules outlined below.
- 94.5 In the event of a dispute arising out of or in connection with this Agreement, if the dispute is not resolved and/or settled prior to the Final Negotiation Date, the dispute shall be referred to binding arbitration at the request of either Party, which shall be conducted in accordance with the Arbitration Rules of the International Chamber of Commerce ("Arbitration Rules").
- 94.6 Each Party will have the right to appoint an arbitrator, and the two arbitrators will appoint a third arbitrator in accordance with the Arbitration Rules; no person shall be appointed as an arbitrator hereunder unless they are unrelated to either Party, are fluent in English, and have experience in 'OTC Finance' matters.
- 94.7 The arbitration proceedings will be conducted in English, both in writing and orally, and will take place in United States.
- 94.8 The arbitral award shall be final and binding on the parties to this Agreement, and the parties agree to carry out such award without delay; any arbitral award made hereunder may be entered into a court of competent jurisdiction for execution; the cost, fees, and expenses of counsel to each Party shall be subject to equitable allocation by the arbitrators.
- 94.9 If the Arbitration Rules and the provisions of this Agreement conflict, the provisions of this Agreement will take precedence.

### **95. INTERIM RELIEF - INJUNCTIVE RELIEF**

- 95.1 Nothing in this Section prevents either Party from seeking interim or injunctive relief in court.
- 95.2 Each party acknowledges that a breach of this Agreement's provisions may result in irreparable harm to the other Party, and that any such breach may be enjoined

through injunctive proceedings, in addition to any other rights and remedies available to either Party under applicable law or in equity.

## **96. CONTROLLING LANGUAGE**

- 96.1 This Agreement, as well as all future agreements and/or documents based on it, must be written and interpreted in English.
- 96.2 In the event that this Agreement is translated into a language other than English, the English version will take precedence and control in the case of a conflict.

## **97. FORCE MAJEURE**

- 97.1 We will not be in breach of this Agreement and will not be liable or responsible in any way for any loss or damage you may suffer as a result of any total or partial failure, interruption, or delay in the performance of this Agreement caused by the circumstances beyond our control such as fire, war, civil commotion, labor dispute, act of government, state, governmental or supranational body or authority, or any investment exchange and/or clearing house, inability to communicate, or any other cause.
- 97.2 You acknowledge and agree that we may determine, in our reasonable view, that a Force Majeure Event exists or is likely to occur; if this is the case, we shall notify you as soon as reasonably possible.
- 97.3 If we determine that a Force Majeure Event has occurred or is about to occur, we may (without limiting any other rights under this Agreement and in our sole discretion) take whatever action we deem necessary or appropriate without notice as follows:
- a. Proceed to request to add margin.
  - b. Suspend or change certain conditions in this agreement relating to force majeure occurring for the convenience of the company in its operation.
  - c. Carry out or not carry out any further request of the customer or the company itself.
  - d. Consider the results and details of all clients' orders, such as opening and closing orders, changing price positions that the company deems appropriate.

## **98. NO WAIVER**

- 98.1 No Party's failure to exercise, or delay in exercising, any right or remedy under this Agreement shall be construed as a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof, or the exercise of any other right or remedy.
- 98.2 A Party's failure to enforce any term of this Agreement at any time does not affect the legality of this Agreement or any part of it, nor does it affect that Party's right to enforce that provision or any other provision of this Agreement in the future.
- 98.3 We must make any waivers in writing.

## **99. CUMULATIVE REMEDIES**

All remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the execution of one remedy does not preclude the exercise of other remedies.

## **100. COMPLIANCE WITH The National Futures Association (NFA) of the U.S RULES**

- 100.1 Nothing in this Agreement shall be construed as excluding or restricting our obligations under The National Futures Association (NFA) of the U.S Rules or any other Applicable Laws and Regulations, unless otherwise permitted by The National Futures Association (NFA) of the U.S Rules or any other Applicable Laws and Regulations.

100.2 We shall have the right to take any action we deem necessary in our sole discretion to ensure compliance with The National Futures Association (NFA) of the U.S Rules or any other Applicable Laws and Regulations, and such actions shall be binding on you and shall not hold us, our directors, officers, employees, or agents accountable.

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

101.1 This Agreement is entered into only for the benefit of the Parties hereto, their successors and permitted assignee, and intended and/or designated Affiliates, unless specifically stated differently herein.

101.2 It may not be used as the basis for any claim or dispute against one or both Parties, or as evidence of one or both Parties' rights or responsibilities with respect to such other person, by any other person.

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

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

102.1 Neither this Agreement nor the execution of any services hereunder by either Party will be considered as the formation of a joint venture or partnership between the Parties. You are an independent third- party and not a partner, joint venture partner, or representative agent of us for the purposes of this Agreement, notwithstanding any provision of this Agreement to the contrary.

102.2 You will not bind us to any agreement or contract, nor will you attempt to bind us to any agreement or contract.

102.3 You are exclusively liable for all taxes, withholdings, and other statutory or contractual responsibilities as an independent third-party.

### **103. RECOMMEDATION**

We may update the Agreement and immediately post the new version to our website. We recommend that you should periodically read this Agreement in order to have the latest information.

**Risk Warnings** : Margin trading in any financial market, Forex and CFD(s), entails a substantial amount of risk that may not be suitable for all investors. Please be aware it may result in the loss of your invested capitals. To carefully consider the market situations and other technical factors related are needed. Please ensure you fully understand all the risks and the above-mentioned terms and conditions before the transactions. Quinnix is not responsible for any damages as a result of those circumstances beyond our control.