



## Terms & Conditions

The customer/investor is entering an agreement with BrightAU Capital Pty Ltd ACN 619 685 120 ("TradeFred"), a Corporate Authorised Representative (# 001258580) of Union Standard International Group Pty Ltd ACN 117 658 349, which holds an Australian Financial Services License #302792. All regulated investment and ancillary services are offered via this entity, ensuring conformity with its regulatory authorisations and its permanent location is G03, 135 Macquarie St. Sydney NSW 2000. All complaints may be directed to the email address and/or phone number and will be resolved based on the complaints handling policy outlined [here](#).

These terms and conditions, along with the Company's Risk Disclosure document, as well as any other document(s) referred to in these terms and conditions or any other agreement entered into between the Company and the Client (jointly, the: "**Agreement**"), set out the terms upon which the Company will deal with the Client in respect to over-the-counter transactions on the Company's trading platform, and any other service(s) made available by the Company to the Client (all shall be referred to as the "**Services**").

### 1. CLIENT CLASSIFICATION

1.1. The Company shall treat the Client as a Retail Client. The Client is obligated to accept the terms of this Agreement before opening an Account with the Company.

1.2. The Client must read this Agreement carefully and consult with the Company about anything that the Client does not understand. Unless the Client raises a specific issue, the Agreement will be regarded as setting out all the relevant terms concerning our Services.

### 2. THE TRADING ACCOUNT

2.1. The Company will open an account for the Client (the "**Trading Account**") as soon as reasonably practicable after the Company has received confirmation that the Client has agreed to enter into this Agreement, together with all other forms and information (as applicable).

2.2. The Trading Platform supplied by the Company enables trading in foreign exchange rates of different currencies, commodities, CFDs and any other financial instruments made available by the company (all hereof: "**Financial Instruments**"). The Trading Platform displays indicative quotes of exchange rates of different financial instrument pairs, based on different financial information systems, as the most updated exchange rates in the international Forex markets. For determining the exchange rates for different time periods, the platform is making mathematical calculations according to known and accepted Forex markets formulas. It is acknowledged by both Parties that due to different calculation methods and other circumstances, different trading platforms and/or markets may display different price quotes.

2.3. Usage of the Trading Platform provided by the Company is by limited licence given by the Company to the Client. The licence is personal, non-transferable and is subject to this Agreement. The Client may not transfer, assign, or enable others to make any use of the licence, and/or give the Client's access codes to the Trading Account to anyone. If there is a change in relation to any of the information provided by the Client, the Client must notify the Company immediately of any such change.



2.4. The Trading Account will be activated by the Company as soon as the Company has identified the funds credited by the Client to the Trading Account. In the event that a Trading Account is activated but any such requirements are not complied with, the Company may freeze the Trading Account by closing out all existing positions and no further trading shall be permitted in relation to the Trading Account. Where a Trading Account is not activated or is frozen, no funds held by the Company in respect of that Trading Account may be transferred back or to any other person until the Company is satisfied that all applicable regulations have been complied with.

2.5. In relation to any Transaction entered into pursuant to the Agreement, the Company may act, according to the Company's sole discretion, as principal or as agent on the Client's behalf. Therefore, the Company may act as the counter party to the Client's trading activity. The Client confirms that it acts as principal and not as agent (or trustee) on behalf of someone else. Accordingly, the Client agrees that it shall be directly and fully responsible for performing the obligations of the Client under this Agreement, including in respect of each transaction made by or on behalf of the Client. The Company shall not accept any other person as an indirect client in respect of this Agreement and shall accept no obligation to any such person unless otherwise specifically agreed in writing.

### 3. FUNDS

3.1. The Client may transfer funds to the Company with different methods of payment as permitted by the Company from time to time and in any currency (acceptable by the Company), and such funds will be converted and managed in the Trading Platform in US Dollars.

3.2. When making a bank transfer, the Client is required to make use of one bank account, present in their country of residence and registered under their name. The Client must send the Company an authentic SWIFT confirmation, stating full bank account details. Non-delivery of the SWIFT confirmation or the details not conforming to the Client's details registered at the Company may result in the funds not being credited to the Client's Trading Account and the return of the funds transferred to the Company.

3.3. When making a transfer to the Company in accordance with applicable regulations, the Client may be required to identify themselves according to the Company's regulations and any applicable regulations.

3.4. Whenever the Client transfers funds to the Company, those funds belong to the Company and will be treated by it as its own for the purpose of securing or covering the Client's present, future, actual, contingent or prospective obligations, subject only to any contractual obligation on the Company to pay or return money to the Client in the future. The Client will not have a proprietary claim over money transferred to the Company, and the Company can deal with it in its own right. In determining the amount of collateral and the amount of the Company's obligations to pay or return money to the Client, the Company may apply such methodology (including judgments as to the future movement of markets and values), as the Company considers appropriate, consistent with applicable regulations.

3.5. The funds deposited with the Company by the Client, together with any profit or other benefits the Client may be entitled to according to a specific agreement with the Company, shall be used as security to any transaction, including trading losses, commissions and any other fees owed by the Client to the Company, which will be automatically deducted from the Client's balance in the Trading Account. Funds shall not bear any interest or any other benefits, except for rollover (as defined below) calculation. Trading in CFDs with relation to securities shall not grant the Client the right to



dividends, voting rights or any other benefits associated with the underlying financial instrument of any CFD.

3.6. Repayment of any funds by the Company to the Client will be in the same currency and to the same account/credit card from which the funds were originally transferred, unless the Company has decided, by its own discretion, to return the funds to a different account of the Client.

3.7. The Client declares that all funds they transfer to the Company are not from criminal or illegal activity and have committed no violation of anti-money laundering laws anywhere in the world.

3.8. The Client will have no claim against the Company and will not hold the Company responsible for any delay and/or differences originating from a financial institute's rates calculation and/or commissions and/or any other debit, including identification regulations and any other demand.

3.9. If the Client gives an instruction to withdraw funds from the Trading Account, the Company shall pay the specified amount (less any transfer charges, if applicable) within 2 (two) to 5 (five) business days once an instruction has been accepted and at the moment of payment, the Client's margin requirements have been met and the Client's margin held with the Company exceeds the amount specified in the withdrawal instruction including all payment charges. The Company may cancel the Client withdrawal order, if, according to the Company's discretion, the remaining funds (after the withdrawal) shall not be sufficient to secure open positions in the Trading Account.

3.10. The Company shall debit the Client's Trading Account for all payment charges. If the Client has the obligation to pay any amount to the Company which exceeds the amount held in the Client's Trading Account, the Client shall pay the amount of any such excess forthwith upon the obligation arising.

3.11. The Company shall not provide physical delivery in relation to any transaction. Profit or loss is credited to or debited from the Trading Account (as applicable) once the transaction is closed.

#### 4. FEES & CHARGES

4.1. The Company does not currently charge brokerage fees or commission. The Company's pricing information contains spread on transactions (i.e. the difference between the prices offered by the Company to the Client from the prices the Company can achieve in the market). It is the Client's responsibility to decide whether or not they wish to trade at such prices.

4.2. The Company may charge a fee for transfers of funds standing to the credit of a Trading Account from the Company to the Client at its prevailing transfer rate, and this amount will be a deducted from the Client's Trading Account.

4.3. The Company may levy a charge on transfers of funds to be credited to a Trading Account made by debit card or credit card. The Company will notify the Client of the amount of such charge before accepting instructions to draw payment.

4.4. The Company may introduce additional fees and charges, and may change any existing fees and charges, at any time by giving the Client not less than 10 (ten) business days' notice of such changes.

#### 5. TRADING



5.1. The Company Trading Services are available during regular Forex trading hours, Monday-Friday. Transactions are automatically renewed ("**rolled over**") every night at 22:00 GMT from the day the transaction is opened until the transaction is closed. A transaction is closed in any of these events:

5.1.1. The Client closes the transaction;

5.1.2. The transaction meets with stop loss, take profit or other predefined criteria set by the Client or the Company under this Agreement (see clause 7 for further information on order types);

5.1.3. The transaction expires according to the expiration time set by the Client or the Company under this Agreement;

5.1.4. The Client does not have sufficient funds in their Trading Account to hold that transaction open.

5.2. The Company does not provide any assurance that the opportunity for the Clients to trade will be available throughout all market hours.

5.3. Placing orders - Orders may be submitted to the Company by the Company's electronic Trading Platform via the internet, or by email, fax or telephone, unless the Company informs the Client that particular orders can only be given in a particular way. If any order is received by the Company by telephone, computer or other way, the Company may ask the Client to confirm such order in writing. The Company shall be under no obligation to act upon such order until such confirmation is received. Orders for the simultaneous sale and purchase of a financial instrument on behalf of the same beneficial owner may not be given under this Agreement.

5.4. The Client authorises the Company to rely and act on any order, request, instruction or other communication given or made (or purporting to be given or made) by the Client or any person authorised on the Client's behalf without further enquiry on the part of the Company as to the authenticity, genuineness authority or identity of the person giving or purporting to give such order, request, instruction or other communication. The Client will be responsible for and will be bound by all obligations entered into or assumed by the Company on behalf of the Client in consequence of or in connection with such orders, requests, instructions or other communication.

5.5. Cancellation/withdrawal of orders by the Client - If the Client requests cancellation of any order, the Company can only cancel such Client order if the Company has not acted upon such order, or if otherwise agreed by the Company.

5.6. The Company has the right, but not the obligation, to set, at its absolute discretion, limits and/or parameters to control the Client's ability to place orders or to restrict the terms on which a transaction may be made. Such limits and/or parameters may be amended, increased, decreased, removed or added to by the Company and may include (without limitation): (i) controls over maximum order amounts and maximum order sizes; (ii) controls over total exposure of the Company to the Client; (iii) controls over prices at which orders may be submitted (including, (without limitation, controls over orders that are at a price that differs greatly from the market price at the time the order is submitted to the Company's order book); (iv) controls over any electronic services provided by the Company to the Client (including, without limitation, any verification procedures to ensure that any particular order or orders has come from the Client); or (v) any other limits, parameters or controls which the Company may be required to implement in accordance with



applicable regulations. The Company may, in addition require the Client to limit the number of open transactions that the Client may have with the Company at any time.

5.7 The Client should refrain from manipulating the trading platform by performing actions such as arbitrage-based trading, which includes, among others, exploiting different information from different systems or platforms, scalping based on system or pricing latency, price or time manipulation, or taking advantage of any other form of system difference. Note that the execution of high-frequency trading may also be flagged by the Company as an illegal scalping attempt and appropriate investigations will be carried out.

5.8. The Company is entitled, by its own discretion, to cancel any trade that has been executed due or in connection with an error, including wrong rates, system malfunction etc. The Company's records will serve as decisive evidence to the correct exchange rates in the world markets and the wrong rate quote given to the Client, and the Company is entitled to correct or cancel any trade based on the correct exchange rates.

5.9. Reporting - Clients can see their open trades (positions) and guarantee funds at any time by accessing the Client's Trading Account in the Company's platform and viewing past trade reports generated by the Company, Account balances and statements.

5.10. The Company is under no obligation to assess the appropriateness of any transaction for a Client under the applicable regulations, or to assess whether or not the Client has the necessary knowledge and experience to understand the nature of and risks associated with the transactions.

## 6. ORDERS TYPES

6.1. Clients acknowledge and agree that the Trading Platform made available to the Client by the Company follows the market for the relevant Client, whether the Client is in front of their computer or not and whether the computer itself was switched on or not and exercises the order left by the Client when market conditions satisfy the Client's request.

6.2. Limit Order - A Limit Order is an instruction to trade at a level that becomes more favourable to the Client. A Limit Order can be used to open or close a position. Each Limit Order has a specified price limit set by the Client (but subject to the Company's agreement). A Limit Order will be triggered if the Company's bid price (in the case a sell order) or ask price (in the case of a buy order) moves in the Client's favour to a point where the Client's order can be executed. Once the limit level is triggered, the Company will seek to execute the order at that price. If the Company cannot do so (e.g. because in attempting to execute the order, the price becomes less favourable to the Client), the Limit Order will remain operational, waiting for the price to move again in the Client's favour, such that it is triggered again.

6.3. Stop Order - A Stop Order is generally placed to provide some risk protection, for example, in the event of the Client's position moving into loss. A Stop Order can also be used to either open or close a position. Each Stop Order has a specific stop level, set by the Client (but subject to the Company's agreement). The Stop Order will be triggered only if a transaction takes place on the Company's Trading Platform at that stop level. Once the Stop Order is triggered, the Company will seek to execute the order at a level that is the same as the stop level (although it may be at a less favourable level).



6.4. Other orders - such as OCO'S (One Cancels the Other), IDs (If Done- Trailing Stops) etc., and more information, is described on the Company's website.

6.5. Rollovers or Swaps - The Company performs all the overnight rollovers (continuation of a trade) automatically, and there is no need for Client intervention. Such rollovers are accommodated with interest debits or credits to the Client's Trading Account. This is based on the interest rate differentials between currency pairs and taking into account the Company's own costs. All open positions are automatically rolled over by the Company. The Client's position may either receive or be charged rollover, depending on whether the position is long or short of the high interest rate currency.

6.6. Margin call - The Client agrees to pay the Company, on demand, such sums by way of margin as are required from time to time under the rules of any relevant market (if applicable) or as the Company may in its sole discretion require for the purpose of protecting the Company against loss or risk of loss on present, future or contemplated transactions under this Agreement. In the event that the client fails to meet a margin call, the Company may close out the Client's position(s). The Client acknowledges and agrees that this may result in a transaction being closed out at a less favourable time than might otherwise be the case and the Company shall not have any liability to the Client as a result of it closing out any transaction in such circumstances.

## 7. PRIVACY AND DATA PROTECTION

7.1. Due to the nature of the Company's business and relations with the Client, the Company shall hold some personal Client information. All data collected, whether it is on paper or on a computer, is safeguarded in order to maintain the Client's privacy.

7.2. The Company shall be permitted to use and/or disclose the Client information (a) For internal use, including with affiliated entities; (b) As permitted or required by law; (c) For protection against or to prevent actual or potential fraud or unauthorized transactions (d) For computerised supervision of his/her use of the Services (including, without limitation, use of "cookies" and similar tools) and to use the information for review and/or supervision and/or development and/or maintenance of the quality of services, their availability and/or for the fulfilment of any instruction of any law. Without derogating from the aforesaid, the Company shall be permitted (e) to collect funds due (if they are due) to the Company from the user with respect to the Services.

7.3. The Client hereby grants the Company his/her permission to make use of his/her user details in order to provide updates and/or information and/or for publicity and/or for marketing purposes through his/her email address. Cancellation of this consent shall be performed by providing written notice to the Company, and shall apply to new publications that have not been sent.

7.4. The Client agrees that the Company may record all conversations with the Client and monitor (and maintain a record of) all emails sent by or to the Company. All such records are the Company's property and can be used by the Company, amongst other things, in the case of a dispute between the Company and the Client, or for training purposes.

7.5. Affiliation - The Company may share commissions and charges with its associates, introducing brokers or other third parties, or receive remuneration from them in respect of contracts entered into by the Company. Such affiliates of the Company may be disclosed with Clients' information.





## 8. NO ADVICE OR OFFER, OR INVITATIONS

8.1. The Company does not advise its Clients, provide information or invite them to participate in or perform any trading action or non-action, and any tax consequences. In asking us to enter into any transaction, the Client represents that they have been solely responsible for making their own independent appraisal and investigation into the risks of the transaction. The Client represents that they have sufficient knowledge, market sophistication, professional advice and experience to make their own evaluation of the merits and risks of any transaction. The Client acknowledges that they have read and understood the Risk Disclosure document that sets out the nature and risks of transactions to which this Agreement relates. The Company gives the Client no warranty as to the suitability of the products traded under this Agreement and assumes no fiduciary duty in the Company's relations with the Client. The Client should also seek expert professional advice about the offer in light of their particular current or future financial situation and particular investment needs. The Company will not take into account the Client's current financial or future financial situation or investment needs.

8.2. Where the Company does provide market commentary or other information: (a) this is incidental to the Client's dealing relationship with the Company. (b) It is provided solely to enable the Client to make their own investment decisions and does not amount to advice; (c) If a document in which such market commentary or other information contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that they will not pass it on to any such person or category of persons; (d) The Company gives no representation, warranty or guarantee as to the accuracy or completeness of such information or as to the tax consequences of any transaction; (d) Where information is in the form of a document containing a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that they will not pass it on contrary to that restriction; and (e) The Client accepts that prior to dispatch, the Company may have acted upon itself or made use of the information on which it is based.

8.3. The Company shall not be responsible for the consequences of the Client acting upon such market commentary or other information. The Client acknowledges that the Company shall not, in the absence of fraud, wilful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any information given to the Client including, without limitation, information relating to any transactions.

8.4 In addition to market commentary or other information, the Company may provide the Client with access to trading signals. These signals are generated by third parties and displayed on the Company's platforms, or sent via SMS to mobile devices. The Company is not responsible or liable for the accuracy, performance, latency or results generated by the signals, and the Client should recognise that they use them at their own risk. The service does not take into account the Client's personal characteristics, such as risk appetite, therefore investing solely according to trading signals and without discretion is not recommended. The Client should also acknowledge that the Company shall not, in the absence of fraud, wilful default or gross negligence, be liable for any losses or damages incurred in the use of these signals.

## 9. CLOSING AN ACCOUNT AND CANCELLATION OF THE AGREEMENT

9.1. Either party may terminate this Agreement by giving 10 (ten) days' written notice of termination to the other. Either party may terminate this Agreement immediately in any case of any breach of



this Agreement or event of default by the other party. Upon terminating notice of this Agreement, the Client shall be under the obligation to close all open positions, otherwise, if termination notice (or default) was given by the Client – the notice shall become void, and if given by the Company, the Company shall have the right to close all open positions.

9.2. Upon termination, all amounts payable by the either party to the other party will become immediately due.

9.3. Termination shall not affect any outstanding rights and obligations and transactions that shall continue to be governed by this Agreement and the particular clauses agreed between the parties in relation to such transactions until all obligations have been fully performed.

## 10. INDEMNITIES AND LIMITATIONS OF LIABILITY

10.1. THE SERVICES AND ITEMS ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND THE COMPANY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO ANY SERVICE PROVIDED BY THE COMPANY.

10.2. THE COMPANY DOES NOT WARRANT THAT COMPANY SITES, ITS SERVERS, OR E MAILS SENT FROM THE COMPANY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE TRADING PLATFORM OR WEBSITE(S), INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

10.3. The Client shall, on demand by the Company, compensate, indemnify and hold harmless the Company from and against all liabilities, damages, losses and costs (including reasonable legal costs), duties, taxes, charges, commissions or other expenses incurred by the Company in the proper performance of its Services or the enforcement of its rights under these Agreement and, in particular, but without limitation, against all amounts which the Company may certify to be necessary to compensate it for all liabilities, damages, losses and costs (including reasonable legal costs), duties, taxes, charges, commissions or other expenses incurred by the Company as a result breach of the provision(s) of this Agreement or any applicable law by the Client.

10.4. The directors of the Company, the position holders, its employees and agents, are not responsible for any event of damage and/or expense caused to the Client, including without limitation, loss of profit and/or any other damage, direct or indirect, and/or circumstantial in connection with the performance of the Agreement and obtaining Services from the Company.

10.5. In no event will the Company have any liability to the Client or any other party for any lost opportunity or profits, personal injury, costs of procurement of substitute goods or services, or for any indirect, incidental, consequential, punitive or special damages arising out of this Agreement, under any cause of action or theory of liability (including negligence), and whether or not the Company has been advised of the possibility of such damage.

10.6. The Company's maximum liability under this Agreement shall be limited in aggregate, during each year of the Agreement, to an amount equivalent 1/3 of remuneration paid by the Client to the Company in the year in which the act or omission giving rise to the loss or damage occurred.





10.7. The Client shall only be entitled to bring a claim against the Company under this Agreement where the Client issues legal proceedings against the Company within 12 (twelve) months of the occurrence of the act or omission that gives rise to the claim.

10.8. The Company shall have the right to off-set any amount owed by the Company to the Client, against any debt or other obligation of the Client towards the Company. In any event of default of the Client (such as voluntary or involuntary insolvency procedures against the Client) all debts, future debts and other obligations of the Client towards the Company shall become immediately due.

10.9. The Services provided by the Company are designated to Clients that possess financial knowledge and experience, and can evaluate the risks involved in speculative trading in general markets, including as a result of market conditions that do not allow the execution of limit orders. The Client declares that they have former knowledge of trading, are in a reasonably strong financial condition and can consider their trading actions and the risks involved before executing any trade.

## 11. COMPLAINTS POLICY

11.1. Any complaint or dispute between the parties must be dealt with in accordance with the following dispute resolution procedure. If the complaint or dispute cannot be resolved internally by the Company in accordance with the internal complaints handling procedure set out below.

11.2. The internal complaints handling procedure shall be handled at the following order: (1) first advise the Client usual contact at the Company's offices. Then, if the Client's complaint is not quickly resolved to the Client's satisfaction, the Client will be advised to refer the matter to the Company's Compliance Manager, in writing, through the email address – [support@tradefred.com.au](mailto:support@tradefred.com.au), in order for them to conduct their own investigation. They will investigate the matter fully and provide the Client with a written response.

11.3. The Company is committed to seriously consider the Client's complaint(s) and to resolve it through the Company's internal complaints procedure.

11.4. The above internal and external dispute resolution procedures do not apply to money that the Client may owe the Company.

## 12. REGULATORY REQUIREMENTS

12.1. The Client is responsible for compliance with all laws and regulatory rules (whether Australia or elsewhere) in relation to the Client's trades, including those of the Client's jurisdiction applicable to the Client's engagement with the Company. The Client hereby waives any claim with respect to the legal relevance of his engagement with the Company.

## 13. GENERAL PROVISIONS

13.1. The Company has the right to amend the Agreement without obtaining any prior consent from the Client. If the Company makes any material change to the Agreement, it will give at least 10 (ten) business days' notice of such change to the Client and post the new terms on the Company's website. Such amendment will become effective on the date specified in the notice or upon 10 (ten)



days from posting on the website. Unless otherwise agreed, an amendment will not affect any outstanding order or transaction or any legal rights or obligations that may already have arisen.

13.2. Partial invalidity - If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

13.3. Joint account - If the Trading Account is a joint account (on the name of more than one entity), then each of the entities in the account shall be authorized to represent the other entities towards the Company, with no requirement of any prior notice or approval from the other entities. Each of the entities in the Trading Account agrees that any notice or instruction given by the Company to any of the entities shall be considered as given to all the entities. In case of contradiction between instructions given to the Company by different entities, then the last instruction received by the Company will prevail.

13.4. Language, notices and complaints - All communications between the Company and the Client will be in English, except oral communication which can be in any language, suitable to the Client and the Company.

13.5. Unless otherwise agreed, all notices, instructions and other communications to be given by the Company shall be given to the address or fax number provided by the Client, or via email or other electronic means, details of which are provided by the Client to the Company. Any complaint shall be directed to the Company's customer services department, who will investigate the complaint and make every effort to resolve it. Communications to the Company should be made to [support@tradefred.com.au](mailto:support@tradefred.com.au).

13.6. Governing law - These terms and any relationship between the Company and the Client shall be governed by law applicable in Australia and subject to the exclusive jurisdiction of Australia courts. The Company shall have the right, in order to collect funds owed to the Company by the Client or to protect the Company's rights such as good-name, intellectual property, privacy etc. to immediately bring legal proceedings against the Client, in the Client's residency and according to the Client's residency applicable law.

13.7. No Right to Assign - No rights under this Agreement shall be assignable nor any duties assumed by another party except to/by an affiliate of The Company. Upon assignment to an affiliate of the Company, the terms of this Agreement may be amended to fit any applicable regulation effective upon the assignee, and the Client hereby consents in advance to such regulatory modifications to this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors or heirs of the Client.

13.8. Client's tax allocations -Any tax applying on the Client and/or results from the Client's trading activity, including trading profits and/or trading losses and/or any charges and/or deductions made from the Client's deposit or the Client's equity, shall be under the Client's full and sole responsibility. The Client shall personally report and pay any personal, federal, state and local tax liability they are obligated to, if applied. The Company serves as a mediator only and does not deduct, pay or withhold tax from the Client's deposit. The Company reserve the right, if ordered by an official entity, to deduct tax from the Client's deposit and deliver it to the proper tax authority as ordered by the official entity.



13.9. Dormant trading - If the Client will not perform any trading activity or his trading activity will be in very low volume, for the time period defined by the Company, or if the Client does hold minimum funds in their Trading Account, defined by the Company, the Company may, subject to a notice given to the Client, close any open trade and/or the Client's access to the Trading Account and/or terminate this Agreement.

Client Signature: \_\_\_\_\_ [or, by marking the "I agree" box on the Company's Website]

Full name \_\_\_\_\_

[ID/PASSPORT NO.] \_\_\_\_\_

#### RISK DISCLOSURE

1. Trading in the Forex and other capital markets is considered risky and speculative. The leverage available in trading means that a relatively small movement can lead to a proportionately much larger movement in the size of any loss or profit. It can work against you as well as for you, and lead to large losses as well as gains.
2. The relevant markets for trading are characterized as high volatile markets, which inherits high risk, and may cause high losses to the deposit funds, and in a short period of time. The Company is not and will not, in any way, be responsible for the trades executed, or not executed, by the Client.
3. The Client is ultimately responsible for all of the losses suffered in their account. As a consequence, the Client should be prepared to lose all funds which they have deposited. The Client is also responsible for losses that exceed their profits and deposits. The Client should never fund their trading activities with retirement savings, loans, mortgages, emergency funds, funds set aside for purposes such as education or home ownership, or funds required for current income or present or future medical expenses.
4. Rules and regulations. The Client must know and follow the rules and regulations applicable to the Company's Services as set forth in the documents and agreements delivered to and signed or approved (by way of internet approval) by the Client. Not following the rules and regulations applicable to trading or any other applicable regulation may result in forced closure of positions, temporary freezing of the Client's Trading Account, closing the Trading Account and/or other actions necessary for the protection of the Company.
5. Transaction costs may reduce profit taking. Be aware that every time an individual trade is placed, the Company profits from the Ask/Bid Spread. These transaction costs are a major cause of traders not being able to increase their trading size and developing as a trader. The total daily/monthly/yearly commissions may add to losses and/or significantly impact and reduce profits.
6. Knowledge of our software programs. The Client must be knowledgeable in the use and functionality of the trading software provided by the Company, or by any third-party provider, in order to correctly interpret account information and to be able to place orders correctly. The Client shall be responsible for all orders placed in their account, regardless of their understanding of the system functionality. If the Client is not in complete understanding of the way the system operates, they should not trade before obtaining the required knowledge.
7. Overnight positions are considered risky. Holding large positions, especially after the close of the relevant market (or in any case of cease of commerce, corporate events, freeze of



trading on a security etc.), may result in considerable losses. Opening prices (next day or renew of commerce) can be significantly different from the previous closing prices; such prices changes may also significantly change the result of stop-loss orders.

8. The Company makes no warranty regarding the effectiveness, accuracy or efficiency of the Trading Platform. From time to time, the Client may have difficulty accessing their account data due to a possible myriad of technical problems. The Company makes no warranty of merchantability, no warranty of fitness for a particular purpose, and no other warranty of any kind, express or implied, regarding this Service, data or information provided thereby, or any aspect regarding the order entry or execution services, except as required by applicable law, regarding possible damages, including, but not limited to, lost profits, trading losses or damages that result from reliance on inaccurate data, or delay or loss of access to customer account execution services.
9. It is important for the Client to reconcile their account on a frequent basis. Any suspected discrepancies should be immediately brought to the Company's attention. All trade confirmations and monthly statements will be deemed accepted by the Client if not complained of upon receipt.
10. The trading Services provided are intended to provide professional and non-professional traders with a mechanism for execution of trades. Nothing in this Service constitutes investment advice or a recommendation by the Company or its affiliates to buy, sell or hold a particular security, financial product or instrument discussed therein or the suitability for making any such investment. The Company is neither a registered investment advisor nor broker dealer.
11. Due to the fact that the commerce system is based, amongst others, on networks for the exchange of information and the internet, the commerce or any part thereof may be ceased and/or disrupted and etc., without prior notice or for reasons that are not under the Company's control. In a situation in which commerce is disrupted, the Company shall be permitted, inter alia, to close all open transactions made by the Client, without prior notice, in as much as possible in fair prices reflecting the market condition at that moment. The Client shall have no claim, demand or right for indemnification in such an event, with respect to any damage claims that were caused due to the cease of commerce and/or due to transactions performed or not performed.
12. Since the information, including pricing information, is received from international information providers who are a third party, it is impossible for the Company to be responsible for the updating and accuracy of the information appearing in the website and or trading platform and its conformance with the updating pace of the international market. In the event that an error in transmission of the information becomes known, the Company may adjust the pricing and the outcome of the positions.
13. Force majeure - The Company shall not bear responsibility to any harm of any form that shall be caused to the Client in the event that such harm is the result of a force majeure and any outside event that is not in the control of the Company that influences trading. The Company shall not bear any responsibility for any delay in communications and/or failure of the internet, including, without limitation, computer crashes or any other technical failure, whether caused by the telephone companies and various telecommunication lines, the ISP computers, the Company's computers or the Client's computers.