

# TERMS AND CONDITIONS

## EASY WAY GLOBAL LIMITED

Unit Level 12F(1), Main Office Tower, Financial Park Labuan, Jalan Merdeka, 87000, Federal Territory of Labuan, Malaysia

## **TERMS AND CONDITIONS**

### **1. INTRODUCTION**

- 1.1** Easy Way Global Limited (the "Company") is authorized and regulated under the Labuan Financial Services and Securities Act 2010 in the Federal Territory Labuan, Malaysia by the Financial Services Authority ("FSA") with license number \_\_\_\_\_ pursuant to which the Company may carry on money- broking business as defined under Section 86 of the Labuan Financial Services and Securities Act 2010.
- 1.2** These Terms and Conditions ("Agreement"), entered by and between the Company and You (the "Client") (hereinafter both referred to as "Parties"), contain the terms and conditions governing the contractual relationship between both Parties and govern each transaction entered into or outstanding between the Company on or after the execution of this Agreement.
- 1.3** The relationship between the Client and the Company shall be governed by this Agreement. As this Agreement is a distance contract, which signing the Agreement is not required and the Agreement has the same judicial power and rights as a regular signed one. In the case where Clients prefer to have a signed Agreement, then the Client needs to bring and send two (2) copies to the Company, where the Company will sign and stamp the Agreements and send a copy back to the Client.
- 1.4** The Agreement together with other documents including Risk Disclosure, Order Execution Policy, Conflicts of Interest Policy, Privacy Policy, Anti-Fraud Policy, Anti-Money Laundering Policy constitute the entire Agreement between the Company and the Client and set out the basis on which the services are rendered to the Client.

### **2. DEFINITIONS AND INTERPRETATION OF TERMS**

- 2.1** In this Agreement the following terms shall, unless the context otherwise pledges, have the following meanings and may be used in the singular or plural as appropriate:

"Access Codes" mean any credentials provided by the Company for accessing the Company's trading platform or credentials used by the Client to access the Company's Client portal;

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

"Applicable Regulations" means the rules of any relevant regulatory authority, rules if any relevant exchange, and all other applicable laws and rules in force from time to time;

"Base Currency" means the main currency of the Client's Trading Account;

"Business Day" means any day on which the Company is open for business;

"Client" means any natural or legal person to whom the Company provides services it is licensed for; "Contract" mean any contract, whether oral or written, for the purchase or sale of any FOREX or other transaction relating thereto, entered into by the Company with the Client;

"Client Classification" mean the Company's overall, product, or transaction specific classification of Clients; Client's Bank Account means an account held in the name of the Client and/or the name of the Company on behalf of the client with a bank or other institution or any electronic payment provider or a credit card processor;

"Commercial Use" means any use of the Trading Platform by Clients which are legal entities or firms; "Conflict of Interest Policy" means the Company's prevailing policy regarding conflicts of interest which is available at the website;

"Counterparties" shall mean banks and/or brokers through whom the Company may cover its contracts with Clients or with whom the Company otherwise deals in relation to Clients' transactions;

"Contract Specification" means the trading information details including spreads, swaps, margin requirements, lot sizes per each Financial Instrument offered by the Company.

"Durable Medium" means any instrument which enables the Client to store information in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored;

"Electronic Systems" any trading facility offered by the Company (e.g., MetaTrader platforms, web-based platforms, mobile platforms, etc.), including the Company's Client portal;

"Equity" the secure part of the Client's Account, considering the open positions, bound with the balance and open positions profit/loss by the following formula: Balance +/- Open Positions +/- Swap – Commission;

Financial Instruments" the Financial Instruments described in paragraph 5.1 of the Agreement;

"Free Margin" means the amount of funds in the Client's Trading Account that can be used for trading; Free Margin = Equity – Margin;

"Inside Information" shall mean non-published information which is likely to have a noticeable effect on the pricing of a Contract if it was made public;

"Introducing Broker" any legal entity or a natural person obtaining remuneration from the Company and/or Clients for introducing Clients to the Company as per the provisions of the "Introducers Agreement" entered into between the parties which related to a distinct act of mediation for the conclusion of an agreement between the Company and its Clients;

"Margin" Means the required funds that a client will need to open a position; "Margin Level" means: (Equity/Margin) \* 100; it determines the conditions of the Client's Account

"Multilateral Trading" means a multilateral system operated by an Investment Firm Facility (MTF) or market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments – in the systems in accordance with its nondiscretionary rules – in a way that results in a contract;

"Market Rules" shall mean the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organization or market involved in, or otherwise relevant to, the conclusion, execution, terms or settlement of a transaction or Contract and any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it;

"Order Execution Policy" mean the Company's prevailing policy available at the Main Website of the Company regarding best execution when executing client orders;

"Power of Attorney" the power to authorize a third party to act on behalf of the Client in all the business relationships with the Company; "Private Use" means any use of the Trading Platform by Clients that are physical persons;

"Regulated Market" means the multilateral system managed or operated by a market operator and which brings together or facilitates the bringing together of multiple third-party buying and/or selling interests in financial instruments – in the system and in accordance with its non-discretionary rules – in a way that results in a Contract, in respect of the financial instruments admitted to trading under its rules and/or systems;

"Security" means any securities or other assets deposited with the Company by the Client;

"Services" mean the services provided by the Company subject to the terms and conditions of the Agreement;  
"Settlement/Trade Confirmation" mean a notification from the Company to the Client confirming the Client's entry into a Contract;

"Trading Account" mean a trading account of the Client with the Company;

"Trading Platform" mean any online trading platform made available by the Company under the Agreement;

"Transaction" means any type of transaction performed in the Client's account including but not limited to purchase and sale transactions involving Financial Instruments, deposits, withdrawals, etc.;

**2.2** If there is any conflict between this Agreement and relevant Market Rules, the Market Rules shall prevail.

**2.3** In this Agreement any reference to an individual person shall include bodies corporate, unincorporated associations, partnerships and individuals.

**2.4** Headings and notes in this Agreement for reference only and shall not affect the contents and interpretation of the Agreement.

**2.5** In this Agreement references to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such a modification or re-enactment).

### **3. COMMENCEMENT**

**3.1** This Agreement supersedes any previous agreement between the Client and the Company on the same subject matter and takes effect when the Client indicates his/her acceptance via the Main Website. This Agreement shall apply to all transactions contemplated under this Agreement.

### **4. SCOPE AND APPLICATION**

**4.1** The Agreement sets out the basis on which the Company agrees to provide Investment and Ancillary Services it is licensed for. Depending on the service and Financial Instrument, the Company will be subject to, among other things, as relevant, the Applicable Regulations, the protection of Personal Data Law and other codes of conduct and/or circulars applicable to the provision of relevant services issued by FSA.

**4.2** The Agreement is provided to assist the Client in making an informed decision about the Company, its services and the risks of the provided Financial Instruments.

**4.3** The Agreement should be read in its entirety in deciding whether to acquire or to continue to hold any Financial Instrument and/or to be provided by the Company any Investment and/or Ancillary services.

### **5. PROVISION OF SERVICES**

**5.1** The Investment Services to be provided by the Company to the Client are:

Execution of orders on behalf of Clients in relations to the Financial Instruments listed below:

- (i) Contracts for Differences on spot FOREX, spot precious metals, futures, or any other commodities available ad permissible for trading;

**5.2** The Company will also provide the following ancillary services:

- (i) Safekeeping and administration of financial instruments for the account of Clients, including custodianship and related services such as cash/collateral management;
- (ii) Granting credits or loans to an investor to allow him to carry out a transaction in one or more financial instruments, where the firm granting the credit or loan is involved in the transaction;
- (iii) Foreign exchange services where these are connected to the provision of Investment Services;
- (iv) Investment research and financial analysis or other forms of general recommendation relating to transactions in financial instruments.

**5.3** The Services of paragraph 5.1 shall involve transactions in Financial Instruments not admitted to trading in Regulated Markets or an MTF. By accepting this Agreement, the Client acknowledges, and gives his express consent for executing such transactions.

**5.4** The Client acknowledges that the services of paragraph 5.1 do not constitute the provision of investment advice.

## **6. RISKS ACKNOWLEDGEMENT**

**6.1** The Client acknowledges, recognizes and understands that trading and investments in leveraged as well as non-leveraged Financial Instruments is:

- (i) highly speculative;
- (ii) may involve an extreme degree of risk; and
- (iii) is appropriate only for persons who, if they trade on margin, can assume risk of loss in excess of their margin deposit.

**6.2** The Client unreservedly acknowledges, recognizes, understands and accepts that:

- (i) unless it is otherwise specifically agreed, the Company shall not conduct any continuous monitoring of the transactions already entered into by the Client neither individually nor manually. Hence, the Company cannot be held responsible for the transactions developing differently from what the Client might have pre-supposed and/or to the disadvantage of the Client;
- (ii) guarantees of profit or freedom from loss are impossible in investment trading;
- (iii) he has received no such guarantees or similar representations from the Company, from an Introducing Broker, or representatives hereof;
- (iv) he is recommended to seek a specialist independent financial advisor and/or legal advice, in particular, regarding suitability of complex Financial Instruments in trading;
- (v) he runs a great risk of incurring losses and damages as a result of the purchase and/or sales of any Financial Instruments and the Client accepts and declares that he is willing to undertake this risk. These losses may substantially exceed the Client's investment;
- (vi) regardless of any information that may be offered by the Company, the value of any investment in Financial Instruments may increase or decrease and it is even probable that the investment may become of no value;

- 6.3** Where applicable, any general views expressed to the Client (whether orally or in writing) on economic climate, markets, investment strategies or investments, trading suggestions, research or other such information are not to be viewed as investment advice or Company's recommendations and will not give rise to any advisory relationship. Each decision by the Client to enter into a Contract for Differences or any other trading product offered by the Company is an independent decision by the Client. The Company is not acting as an advisor to, or serving as fiduciary of, the Client, and the Company specifically disclaims any such duties.
- 6.4** When the Client makes a decision to trade in any Financial Instrument, the Client should consider the risks inherent in such Financial Instrument and in any strategies related thereto. The Client's risk assessment should include a consideration of various risks such as credit risk, market risk, liquidity risk, interest rate risk, foreign exchange risk, business, operational and insolvency risk, the risks of "over the counter" (as opposed to on-exchange) trading, etc.
- 6.5** The preceding paragraph does not constitute investment advice based on the Client's personal circumstances, nor is it a recommendation to enter into any of the services or investment in any Financial Instrument. Where the Client is unclear as to the meaning of any of the above disclosures or warnings, the Client is strongly recommended to seek independent legal or financial advice.

## **7. ELECTRONIC SYSTEM AND TRADING**

- 7.1** The Company shall provide the Client with access codes for entering into transactions or dealings with the Company. Such access codes can be used to access the Company's Electronic Systems. Any such dealings will be carried out on the bases set out in this paragraph and on the basis of any additional agreement which the Company may enter into with the Client to regulate such activity.
- 7.2** The Client acknowledges and accepts that the Company has the right to restrict any access to its Electronic Systems where it deems appropriate, for the smooth operation of its Electronic Systems as well as to protect other Client's interest and its own. The Client will only be entitled to access the Company's Electronic Systems and enter into dealings for his own internal business use on a nonexclusive, non-transferable basis.
- 7.3** All rights and interests and all intellectual property rights (including, without limitation, all trademarks and trade names in or relating to the Company) are owned by the Company or Company's suppliers and will remain our property or that of the Company's suppliers at all times. The Client will have no right or interest in those intellectual property rights other than the right to access the Company's Electronic Systems.
- 7.4** The Client acknowledges that in the case of any electronic communication that can cause a delay and/or disruption, including internet or trading platform or electricity, and the Client wishes to execute his order then, they must contact the Company via phone/email to place their instruction. The Client acknowledges and accepts that the Company has the right not to accept any verbal/written instruction in case the caller/Client does not provide clear instructions to the Company. The Client acknowledges that verbal/written instructions will be treated on the first come, first served basis and the Company bears no responsibility of possible delays on placing the verbal/written instruction to the Company.
- 7.5** The Client undertakes the necessary precautions to ensure the confidentiality of all information, including, but not limited to, the access codes of the Company's Electronic Systems, transaction activities, account balances, as well as all other information and all orders. The Client acknowledges that the Company bears no responsibility in the case that the access codes are used unauthorized by any third party. The Client is strongly advised not to use any public computer to login with his access codes. The Client should always logout from the Company's Electronic Systems.
- 7.6** The Client undertakes to notify the Company immediately if it comes to his attention that the Client's Electronic System access codes are being used unauthorized.
- 7.7** To the extent permitted by the applicable Law:

- (i) the Company will not be liable for any loss, liability or cost (including consequential loss) suffered or incurred by the Client as a result of instructions given, or any other communications being made, via the internet;
- (ii) the Client will be solely responsible for all orders, and the accuracy of all information, sent via the internet using access codes; and
- (iii) the Company is not liable for any loss or damages that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to, or use of, the Company's Electronic Systems.

## **8. INSTRUCTIONS AND ORDERS**

- 8.1** The Client understands and acknowledges that all orders executed between the Client and the Company are orders executed outside a Regulated Market or MT.
- 8.2** The Client can open and close a position via its Company's Trading Platform and add or modify orders by placing Buy/Sell, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss and/or Take Profit on any Financial Instrument.
- 8.3** The Client's orders are executed at the Bid and Ask prices that are offered by the Company. The Client places his instant execution request at the prices he sees on his client terminal and the execution process is initiated. Due to the high volatility and the server, the prices requested by the Client and the current market price may change, during this process, in this event, the Company has the right to decline the Client's requested prices and offer a new quote to the Client.
- 8.4** The Client has the right to use a Power of Attorney to authorize a third person (representative) to act on behalf of the Client in all business relationships with the Company as defined in this Agreement. The Power of Attorney should be provided to the Company accompanied by all identification documents of the representative. If there is no expiry date, the Power of Attorney will be considered valid until the written termination by the Client.
- 8.5** The Company shall record telephone conversations, without any prior warning (unless required to do so by Applicable Regulations), to ensure that the material terms of a Transaction and/or order placed by the Client and/or any other material information relating to a Transaction are properly recorded. Such records will be the Company's property and will be accepted by the Client as evidence of his orders or instructions. The Company may use recordings and/or transcripts thereof for any purpose that it deems desirable.
- 8.6** The Client acknowledges that the Company has the right to refuse accepting orders and/or instructions by the Client when they are not clear or during the following cases: opening a position, closing a position, modifying or removing orders.
- 8.7** If any underlying asset of the Financial Instrument becomes subject to possible adjustments as a result of any of the events set out in sub-clause
- 8.8** (Referred to as "Corporate Event"), the Company will determine the appropriate adjustment, if any, to be made to the opening/closing price, size, value and/or quantity of the corresponding transaction (and also the level or size of the corresponding orders). The action is made in order to (i) account for the diluting or concentrating effect necessary to preserve the economic equivalent of the rights and obligations of the parties under that transaction immediately prior to that Corporate Event, and/or (ii) replicate the effect of the Corporate Event upon someone with an interest in the relevant underlying security, to be effective from the date determined by the Company.  
8.8. The events to which sub-clause 8.7 refers to are any of the following, by the declaration of the issuer if a security:

- (i) a subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or a free distribution of bonus shares to existing shareholders, capitalization or share split or reverse share split or similar event;
- (ii) a distribution to existing holders of the underlying shares or additional shares, other share capital or securities, granting the right to payment of dividends and/or proceeds from the liquidation of the issuer equally proportionate to such payments to holders of the underlying shares, securities, or warrants granting the right to receive or purchase shares for less than the current market price per share;
- (iii) any other event regarding shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of shares; or
- (iv) any event analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of any security not based on shares;
- (v) any event that is caused by a merger offer made regarding the company of the underlying asset.

**8.9** If any underlying asset of the Financial Instrument becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to restrict short selling or even withdraw the specific or even withdraw the specific Financial Instrument from the Company's Trading Platform.

**8.10** Determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any order) shall be at the Company's sole discretion and shall be conclusive and binding upon the Client.

**8.11** In the case where the Client has any open positions on the ex-dividend day for any of the underlying assets of the Financial Instrument, the Company has the right to close such positions at the last price of the previous trading day and open the equivalent volume of the underlying Financial Instrument at the first available price on the ex-dividend day.

**8.12** The Company shall not be liable for any loss, expense, cost or liability (including consequential loss) suffered or incurred by the Client as a result of instructions being given, or any other communication being made via the internet or other electronic media. The Client will be solely responsible for all orders, and for the accuracy of all information, sent via such electronic media. The Company shall not be held responsible for delays or inaccuracies in the transmission of any instruction, information or the execution of orders due to any cause beyond the reasonable control of the Company.

**8.13** The Company shall not be liable for any delays or other errors caused during the transmission of the Client's order via the Company's Trading Platforms. The delay can be caused by various reasons depending on the current market conditions (e.g., high market volatility) as well as having a slow/weak internet connection between the Client's terminal or any other trading platform offered by the Company and the Company's server.

**8.14** The Company being dependent on third party technology providers (such as web trader, etc.) shall not be liable for any loss, expense or cost or liability (including consequential loss) suffered or incurred by the Client, as a result of interruption and/or failure or service from such third party technology providers.

**8.15** Client's orders such as Buy/Sell, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss and/or Take Profit on any Financial Instrument shall be executed by the Company at the Client's requested prices. However, in the case of any communication or technical failure as well as any incorrect reflection on the quotes feed (i.e., prices to freeze/stop updating or price spikes), the Company reserves the right not to execute an order or in case in which the order was executed to change the opening and/or closing price of a particular order or to cancel the said executed order.



- 8.16** Considering the levels of volatility affecting both price and volume, the Company is constantly seeking to provide client orders with the best execution reasonably possible under the prevailing market conditions. Client's orders (Buy/Sell, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss and/or Take Profit) are executed at the requested/declared price. However, during periods of volatile market conditions, during news announcements, on opening gaps (trading session starts), or on possible gaps where the underlying instrument has been suspended or restricted on a particular market, Buy/Sell Stop orders or Stop Loss orders above/below Buy Stop/Sell Stop orders during activation will be removed. The same execution policy applies when a trading strategy is deemed as abusive, because it is aiming towards potential riskless profit or another strategy deemed by the Company to be abusive. Accordingly, placing a Stop Loss order will not necessarily limit the Client's losses at the intended amount.
- 8.17** Considering the volume of the Client's order and the current market conditions, the Company has the right to proceed with partial execution.
- 8.18** The Company has the right at its discretion to increase or decrease spreads of Financial Instruments depending on the current market conditions as well as the size of the Client's order.
- 8.19** The swap rate is mainly dependent on the level of interest rates as well as the Company's fee for having an open position overnight. The Company has the discretion to change the level of the swap rate on each Financial Instrument at any given time and the Client acknowledges that he will be informed by the Company's Main Website. The Client further acknowledges that he is responsible for reviewing the Contracts specifications located on the Company's Main Website for being updated on the level of swap rate prior to placing any order with the Company. In addition, the Company reserves the right to amend the swap values of a specific Client in case of any suspect of a trading abuse.
- 8.20** The Company reserves the right to disable and/or enable swap free trading for Client's Trading Account and/or reverse any cumulative profits derived from the said trading at any given time. This can occur at times where the Client abuses the Company's trading conditions/systems or where the Client's trading strategy imposes a threat to the Company's trading facility or where the Company deems necessary in order to protect the smooth operation of its trading facility. The Client further acknowledges that swap free applies for twenty (20) calendar days only. Therefore, swap free account holding a position open for more than twenty (20) calendar days, will be credited or debited swap accordingly. Note that a storage amount may apply instead for swap free account equivalent to the swap rates. In such case, the storage amount will be credited/debited in the form of deposit/withdrawal from the account equity.
- 8.21** All orders are placed in lot sizes. The Client further acknowledges that he is responsible for reviewing the Contract Specifications located on the Company's Main Website for being updated on the level of swap rate prior to placing any order with the Company.
- 8.22** The Client can request to change his account leverage at any time by contacting the Company. The Client acknowledges that the Company has the discretion to change the Client's trading account leverage at any given time, without the Client's consent, either on a permanent basis or for a limited period of time. The Company maintains a maximum leverage of 1:100 on FX.
- 8.23** The Company shall have the right to start closing Client's positions starting from the most unprofitable, when the margin level is less than 50%. In the case where the margin level is equal to or less than 50%, then Client's positions are automatically closed, starting from the most unprofitable, at the market price.
- 8.24** In case where a client is trading in a way that aims to take advantage of price disparities resulting from rare/occasional price latencies with the purpose of benefiting from a possible pricing arbitrage to the Company's detriment, either by using additional functionalities/plugins (i.e. Expert Adviser, etc.) or by any other means, then the Company has the right to activate the clause

**8.25** and/or to terminate the Trading Account. 8.25. The Company has the right to refuse to execute an order without any given notice and/or explanation to the Client. Among the cases that the Company is entitled to do so are the following (this list is not exhaustive):

- (i) If the Client does not have the required funds deposited in the Company's Client Trading Account;
- (ii) If the order violates the smooth operation or the reliability of the Company's Trading Platform;
- (iii) If the order aims at manipulating the market of the specific Financial Instrument;
- (iv) If the order is a result of the use of inside confidential information (insider trading); e.) If the order aims to legalize the proceeds from illegal acts or activities (money laundering).

**8.26** It is understood that any refusal by the Company to execute any Order shall not affect any obligation which the Client may have towards the Company or any right which the Company may have against the Client or his assets.

## **9. CLIENT CATEGORISATION**

**9.1** The Company attaches different levels of regulatory protection to each category and hence to Clients within each category. In particular, Retail Clients are afforded the most regulatory protection; Professional Clients are considered to be more experienced, knowledgeable and sophisticated and able to assess their own risk and are thus afforded fewer regulatory protections.

**9.2** The Company offers its clients the possibility to request reclassification online and thus to increase or decrease the level of regulatory protections afforded. Where a client requests a different categorization (either on an overall level or on a product level), the Client needs to meet certain specified quantitative and qualitative criteria.

**9.3** On the basis of the Client's request, the Company undertakes an adequate assessment of the expertise, experience, and knowledge of the Client to give reasonable assurance, in the light of the nature of transactions or services envisaged that the Client is capable of making his/her own investment decisions and understanding the risks involved. However, if the abovementioned criteria are not met, the Company reserves the right to choose whether to provide services under the requested classification.

## **10. SPECIAL NOTE ON THE USE OF THE TRADING PLATFORM**

**10.1** The Client shall enter his user ID and password when logging on to the Trading Platform. The Client should memorize the password. The Client is obligated to notify the Company without undue delay on becoming aware of unauthorized use of the Trading Platform, or if the Client suspects that the password has been misappropriated by a third party, the Client shall contact the Company immediately to block his Trading Platform. The Client can then order a new password.

**10.2** The right to use the Trading Platform is personal, and the Client shall not allow other persons to use his user ID and/or his password. If the Client wants to allow a third party to trade on the Client's account, the Client shall issue a separate Power of Attorney to the relevant third party. The issue of the Power of Attorney shall be approved by the Company.

**10.3** The Client shall not be liable for unlawful use of the Trading Platform occurring after the Client has informed the Company.

**10.4** The Company shall not be liable for losses in cases of abnormal and unforeseeable circumstances beyond the control of the Company pleading for the application of those circumstances, the consequences of which would have been unavoidable despite all efforts to the contrary.

**10.5** The Company shall not be responsible for losses resulting from the Client's installation and use of the computer programs used on the Trading Platform, unless such liability follows from indispensable rules of law. Where the Trading Platform is used for Commercial Use, the Client shall be responsible for ensuring that the Trading Platform is adequately insured against direct and indirect losses which may result from the installation and use of the computer programs in the Client's computer system. Furthermore, the Client shall be obliged to make backup copies of data which, should such data be lost, might result in losses for the Client.

## **11. CLIENT'S TRADING ACCOUNT**

**11.1** The Client shall open a Trading Account with the Company in order to conclude any Transactions as specified in this Agreement.

**11.2** The Client does not intend to use his Trading Account for payment to third parties.

**11.3** If the Client has opened more than one Trading Account, the Company shall be authorized to consider and treat these different Trading Accounts as a single unit. Among other rights that the Company has in the way of handling these Trading Accounts is the transferring of funds between Trading Accounts to cover possible negative balances, without this affecting in any way the other rights of the Company.

**11.4** Any funds received in a currency for which the Client does not hold a Trading Account shall be converted by the Company into the Client's Base Currency. The conversion shall be made at the exchange rate applied on that day and at the time when the relevant funds are at the disposal of the Company.

## **12. SETTLEMENT OF TRANSACTIONS**

**12.1** The Company shall proceed to a settlement of all transactions upon execution of such transactions. Unless otherwise agreed, the settlement of Transactions shall be in accordance with the normal practice for the Financial Instrument or market concerned.

**12.2** An Account Statement will be provided by the Company to the Client on a monthly basis. In the case where no transactions were concluded in the past month, then no statement of Account will be provided. A statement of Account or any certification or any confirmation issued by the Company in relation to any transaction or other matter shall be final and binding to the Client, unless the Client files in writing his objection within four (4) Business Days from the receipt of the said statement of Account, certification or confirmation.

**12.3** The Company is considering fulfilling its obligation under paragraph 12.2, since the Client can obtain an Account Statement as well as confirmation of any transaction via the Company's Trading Platform. Any objection of the Client with regards to his executed transactions will be valid only if the Company receives the objection in writing within four (4) Business Days from the date of the said transactions.

## **13. ORDER EXECUTION POLICY**

**13.1** The Company takes all reasonable steps to obtain the best possible results for its clients, either when executing Client orders or receiving and transmitting orders for execution in relation to financial instruments. The Company's Order Execution Policy sets out a general overview on how orders are executed as well as several other factors that can affect the execution of a financial instrument.

**13.2** The Client acknowledges and accepts that he has read and understood the "Order Execution Policy" document, which is uploaded on the Company's Main Website.

**13.3** Likewise, and further to the above, the Client shall be deemed to have given his consent to the Company to execute or receive and transmit an order for execution outside a regulated market or an MTF.

## **14. COMPANY FEES**

- 14.1** For any services provided to the Client as presented under this Agreement, the Company is entitled to receive fees from the Client as well as compensation for the expenses it will incur for the obligations it will undertake during the execution of the said services. From time to time, the Company reserves the right to modify the size, the amounts and the percentage rates of its fees and the Client will be informed accordingly.
- 14.2** The Client agrees that the Company is entitled to change its fees unilaterally without any consultation or prior consent from the Client.
- 14.3** The Client will pay the Company any amount which he owes, when due, in freely transferable, cleared and available same day funds, in the currency and to the accounts which will be specified, and without making any off-set, counterclaim, deduction or withholding, unless the Client is required to do so by law.
- 14.4** The Company may deduct any sum which is due and owing to it from the Client from any funds which it holds on the Client's behalf. For this purpose, the Company will be entitled to combine or make transfers between any of the Client's Trading Accounts. The Company has the right to close any open positions of the Client in order to settle any obligations owed by the Client to the Company.
- 14.5** The Company will charge the Client interest on any amounts due, which are not paid, at such a rate as is reasonably determined by the Company as representing the cost of funding such overdue amounts. Interest will accrue on a daily basis. Furthermore, in the case that the Client fails to make the required deposit within the given deadline, the Company may also proceed with the sale of Financial Instruments from his Trading Account(s) without further notice unless otherwise agreed upon by the Company and the Client. The Company will then notify the Client of the effected sale orally, via email or by sending a relevant notification via our Trading Platform.
- 14.6** The Company may deduct or withhold all forms of tax from any payment if obliged to do so under Applicable Regulations. If the Client is required by law to make any deduction or withholding in respect of any payment, the Client agrees to pay such amount to the Company and this will result in the Company receiving an amount equal to the full amount which would have been received had no deduction or withholding been required. The Company may debit amounts due from any of Client's Trading Accounts.
- 14.7** The Company is not responsible for paying Client's tax obligations in relation to possible income tax or similar taxes imposed on him by his jurisdiction on profits and/or for trading in Financial Instruments.
- 14.8** The Client acknowledges and accepts that in the case of no activity, including funding or trading, within one year, the Company reserves the right to charge an annual fixed administrative fee of 100 USD, subject to the Client having sufficient funds available. In the case the funds are not available the Company will charge a lower amount and close the Client's account.
- 14.9** By accepting this Agreement, the Client has read, understood and accepted all the charges as these are uploaded on the Company's Main Website, in which all related commission, costs and financing fees are explained. The Company reserves the right to amend at its discretion all such commission, costs and financing fees and the new information will be available on the Company's Main Website. It is the Client's responsibility to visit the Company's Main Website and review it the time he is dealing with the Company as well as prior of placing any orders to the Company.

## **15. SAFEGUARDING OF CLIENT'S FUNDS**

- 15.1** When holding Client's Funds, the Company shall take every possible measure to safeguard the funds against the use of Client funds for its own account.
- 15.2** Client's funds will be held in any Client's Bank Account that the Company may specify from time to time.

**15.3** The Company will maintain separate records in the accounting system of its own funds/assets and the funds/assets kept on behalf of the Clients so as at any time and without delay to distinguish funds held for one Client from funds held by any other Client, and from its own funds/assets.

## **16. TRANSFER OF FUNDS**

**16.1** The Client shall clearly specify his name and all required information, in accordance with international regulations related to the fight against money laundering and terrorism financing, on the payment document. It is the Company's policy not to accept payments from third parties to be credited to the Client's Trading Account.

**16.2** Any amounts transferred by the Client to the Client's Bank Account will be deposited in the Client's Account at the "value date" of the received payment within 24 business hours and net of any deduction/charges by the Client's Bank Account providers. In case the Client's account reached a stop-out during the processing period if the deposit, the Company bears no responsibility for any losses suffered.

**16.3** The Company has the right to refuse a client's transferred funds in any of the following cases (this list is not exhaustive):

- (i) If the funds are transferred by third party;
- (ii) If the Company has reasonable grounds for suspecting that the person who transferred the funds was not a duly authorized person;
- (iii) If the transfer violates Labuan legislation.

**16.4** In any of the above cases the Company will send back the received funds to the remitter by the same method as they were received, and the Client will suffer the relevant Client's Bank Account provider charges.

**16.5** The Client gives his consent and authorizes the Company to make deposits and withdrawals from the Client's Bank Account on the Client's behalf, including but not limited to, the settlement of Transactions performed by or on behalf of the Client, for payment of all amounts due by or on behalf of the Client to the Company or any other person.

**16.6** The Client has the right to withdraw the funds which are not used for margin covering, free from any obligations (i.e., Free Margin) from the Client's Account without closing the said account.

**16.7** Unless the Parties otherwise agree, in writing, any amount payable by the Company to the Client, shall be transferred directly to the Client's personal account. Fund transfer requests are processed by the Company within the time period specified on the Company's Main Website and the time needed for crediting into the Client's personal account will depend on the Client's personal account will depend on the Client's Bank Account provider.

**16.8** Client's withdrawals should be made using the same method used by the Client to fund his Client Account and to the same remitter. The Company reserves the right to decline a withdrawal with a specific payment method and will suggest another payment method where the Client needs to proceed with a new withdrawal request or request further documentation while processing the withdrawal request. Where applicable, the Company reserves the right to send Client's funds only in the currency as these funds were deposited. Where applicable, if the Company is not satisfied with any documentation provided by the Client, then we will reverse the withdrawal transaction and deposit the amount back to the Client's Account net of any charges/fees charged by the Client's Bank Account providers.

**16.9** Client fund transfer requests and withdrawals will be performed from the Company's Client portal located on its Main Website.

**16.10** The Client acknowledges that in case where a Client's Bank Account is freeze for any given period and for any given reason the Company assumes no responsibility and Client's funds will also be freeze. Furthermore, the Client acknowledges that he has read and understood the additional information provided on each payment method available on the Company's Client portal.

**16.11** By accepting this Agreement, the Client gives his consent and authorizes the Company, where applicable, to transfer/hold his funds to another authorized broker in which the Client's funds will be located on a segregated client's bank account. The Client also consents that his funds, where applicable, can be deposited in an omnibus account.

## **17. INTEREST AND CURRENCY CONVERSIONS**

**17.1** Subject to the Clause below and save as otherwise agreed in writing, the Company shall not be liable to:

- (i) pay interest to the Client on any credit balance in any Trading Account or on any other sum held by the Company; or
- (ii) account to the Client for any interest received by the Company on such sums or in connection with any Contract.

**17.2** The Client is entitled to interest on the basis of the Client's positive swaps.

**17.3** The Client is obliged to pay interest on the basis of the Client's negative swaps.

**17.4** The Company may vary such interest rates and/or thresholds for interest calculation without notice when changes are to the Client's advantage, or the grounds for changes are due to external circumstances beyond the Company's control. Such circumstances are, but not limited to,

- (i) Changes in the monetary or credit policies domestic or abroad that affect the general interest level in a way that is of importance to the Company;
- (ii) Other changes in the general interest level, including in the money and bond markets, that is of importance to the Company;
- (iii) Changes in the relationship with the Company's Counterparties, which affect the Company's cost structures.

## **18. INDUCEMENTS**

**18.1** The Company, further to the fees and charges paid or provided to or by the Client or other person on behalf of the Client, may pay and/or receive fees/commission to/from third-parties, provided that these benefits are designed to enhance the quality of the offered service to the Client and not impair compliance with the Company's duty to act in the best interests of the Client.

## **19. INTRODUCING BROKERS**

**19.1** The Client may have been referred to the Company by an Introducing Broker. If so, the Company shall not be responsible for any agreement made between the Client and the Client's Introducing Broker.

**19.2** Based on a written agreement with the Company, the Company will pay a fee or commission to the Introducing Broker. This fee/commission is related to the frequency/volume of transactions performed by and the number of referred Clients to the Company. Upon request the Company may disclose to the Client, further details regarding the amount of fees/commission or any other remuneration paid by the Company to Introducing Brokers, or other third parties.

**19.3** The Company shall not be liable for any type of agreement that may exist between the Client and the Introducing Broker or for any additional costs that may arise as a result of this Agreement.

**19.4** The Client acknowledges that the Introducing Broker is not a representative of the Company nor is he authorized to provide any guarantees or any promises with respect to the Company or its services.

**19.5** In its written agreement with Introducing Brokers, the Company prohibits Introducing Brokers from providing investment advice to Clients.

## **20. REPRESENTATIONS, WARRANTIES AND COVENANTS**

**20.1** On a continuing basis, a client represents, warrants, covenants and undertakes to the Company, both in respect of himself and any other person for whom the Client acts as an agent, that:

- (i) The Client is authorized and has the capacity to enter into this Agreement and any Transactions which may arise under them;
- (ii) The Client is over 18 years old and is aware of the local laws and regulations of his country of residence in regards to being allowed to enter into this Agreement;
- (iii) All the information he provides in the account registration form/KYC as well as in any other documentation is complete, true and accurate. For any change or amendment in the above-mentioned information, including change of address, the client remains responsible to notify the Company;
- (iv) The Client confirmed that he has obtained the necessary approvals from the relevant regulatory/legal and compliance authorities to make use of the services provided pursuant to this Agreement;
- (v) The Client has read and fully understood the entire contents of the Agreement with which he fully accepts and agrees;
- (vi) The Client acknowledges that the Company shall not be obliged to inform the Client on an individual basis for any developments or changes on existing laws, directives, regulations, information and policies from any competent authority but the Client should refer to the Main Website to obtain all these data and information as well as to any other documents that the Company may from time to time publish;
- (vii) The Client agrees to direct advertising through cold calling by phone, or personal representation or by email or any other electronic means used by the Company;
- (viii) There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating Client's activities, which could prevent or otherwise inhibit the Client entering into, or performing in accordance with this Agreement and/or under any transaction which may arise under them;
- (ix) Client's performance under any transaction in accordance with this Agreement does not violate any agreement and/or contract with third parties;
- (x) This Agreement, each enforceable against the Client in accordance with their terms and do not violate the terms of any Applicable Regulations;
- (xi) There are no pending or, to the best of the Client's knowledge, any legal proceedings before any court, arbitration court, governmental body, agency or official or any arbitrator that purports to draw into question, or is likely to affect, the legality, validity or enforceability against him of this Agreement and

any transaction which may arise under them or the Client's ability to perform his obligations under this Agreement and/or under any transaction which may arise under them in any material respect;

- (xii) The Client is not entering into any transaction unless he has a full understanding of all of the terms, conditions and risks thereof, and he is capable of understanding and willing to accept (financial and otherwise) those risks;
- (xiii) Any information that the Client provides to the Company will not be misleading and will be true and accurate in all material respects. The Client will inform the Company if his position changes and the information provided to the Company becomes misleading or does not materially represent his capacity and ability to trade with the Company;
- (xiv) By entering into this Agreement, the Client acknowledges and understands that, when participating in the Company's promotions, he will be bound by the terms and conditions of such promotions applicable at the time on the country of residence of the Client;
- (xv) No Event of Default has occurred or is continuing;

## **21. CONFLICTS OF INTEREST**

**21.1** The Company, its associates or other persons or companies connected with the Company may have an interest, relationship or arrangement that is material in relation to any transaction or Contract effected, or advice provided by the Company, under this Agreement. By accepting this Agreement and the Company's Conflict of Interest Policy (which distinctly describes the general character and/or background of any conflict of interest) the Client agrees that the Company may transact such business without prior reference to any potential specific conflict of interest.

## **22. ANTI-MONEY LAUNDERING PROVISIONS**

**22.1** The Company is obliged to follow certain requirements as set out by the compliance department as well as local authorities for preventing and suppressing money laundering activities, which requires Investment Firms to obtain certain verification documents from Clients.

**22.2** The Company may also request from the Client to inform the Company how monies being invested were obtained/accumulated. This process may require proof of certain documentation.

**22.3** The Company has the right not to carry out orders or instructions received from the Client as long as the Client has not supplied the information requested by the Company. The Company takes no responsibility for any possible delays where the Client's verification documents are outstanding.

## **23. INDEMNITY AND LIMITATIONS OF LIABILITY**

**23.1** The Client is obliged to compensate the Company for all losses, taxes, expenses, costs and liabilities whatsoever (present, future, contingent or otherwise and including reasonable legal fees) which may be suffered or incurred by The Company as a result of or in connection with:

- (i) the Client's breach of this Agreement;
- (ii) The Company entering into any transaction or Contract; or
- (iii) The Company taking any of the steps which the Company is entitled to take in an Event of Default; Unless and to the extent only that such losses, taxes, expenses, costs and liabilities are suffered or incurred as result of the Company's gross negligence or willful default.

**23.2** This right to compensation shall survive any termination of the Client relationship.



**23.3** Without prejudice The Company shall not be liable for:

- (i) any loss (including consequential and other indirect losses), expense, cost or liability (together referred to as "Loss") suffered or incurred by the Client as a result of or in connection with the provision of the Investment and Ancillary Services hereunder unless and to the extent that such Loss is suffered or incurred as a result of the Company's gross negligence or willful default;
- (ii) any Loss due to actions taken by the Company according to its rights under this Agreement, or;
- (iii) any consequential or other indirect loss suffered or incurred by the Client whether arising from the Company's negligence or otherwise

**23.4** Especially, the Client acknowledges, recognizes and accepts that any market recommendation and any information communicated by the Company does not constitute an offer to buy or sell or the solicitation of an offer to buy or sell a Contract and that such recommendation and information, although based upon information from sources believed by the Company to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified and unverifiable. The Company makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to the Client.

#### **24. PROVISION OF INFORMATION, DATA PROTECTION**

**24.1** The Client shall promptly provide the Company with any information which the Company may request as evidence for the matters referred to in the Agreement or to comply with any Application Regulations or otherwise and will notify the Company if there are any material changes to such information.

**24.2** It is the Company's policy to take all necessary steps to ensure the personal data held, is processed fairly and lawfully in accordance with the Personal Data Law.

**24.3** The Company holds personal data relating to the Client in connection with products and services offered to him except to the extent that the Company is required or permitted by law. Personal data provided to or obtained by the Company will be used for the purposes of providing the Client with the products and services he has requested.

**24.4** The Company has the right without informing the Client to inform any third parties or authorities in regard to the Client's personal information, transactions or any other information as it may deem necessary in the case where the Client is directly or indirectly involved in fraud.

**24.5** The Client acknowledges and accepts that he has read and accepted the Company's "Privacy Policy", which is uploaded on the Company's Main Website.

**24.6** Neither Party shall disclose any information relating to the business, investments, finances or other matters of a confidential nature of the other Party of which it may in the course of its duties or obtain possession of, and each Party shall use all reasonable endeavors to prevent any such disclosure. However, this shall not apply if a Party is obliged hereto due to prevailing legislation, or to a legislative or supervising authority, or to another person who according to the law is entitled to demand disclosure, or in order to enable the party sufficiently to fulfill its obligations pursuant to this Agreement.

**24.7** By accepting this Agreement, the Client authorizes the Company to disclose such information relating to the Client as may be required by any law, rule or regulatory authority, including any applicable Market Rules, without prior notice to the Client. Furthermore, the Company may disclose requested and relevant information relating to the Client to third parties in order to facilitate the transfer of funds by credit card initiated by Client.

**24.8** By accepting this Agreement, the Client permits the Company to transfer personal information about the Client submitted to or collected by the Company with any legal entity within the Company. The Company may transfer such personal information for the purposes of complying with regulatory matters, providing and performing investment advice, investment services, and other services which the Company offers, conducting marketing, and managing the client relationship. Furthermore, the Company may share such personal information with a third-party agency working on behalf of the Company with the purpose of performing client analysis for the use of the Company's sales and marketing and with any introducing broker working on behalf of the Company for the purpose of completing the due diligence and approving of account applications.

**24.9** The Client's personal information will be stored no longer than necessary to carry out the purposes listed in this Agreement. The Client has the right to request correction, supplementation, deletion, or blocking of such personal information if inaccurate, incomplete, or irrelevant for the purposes of the processing or if processed in any other way that is unlawful. In certain circumstances, the Client may also have the right to object for legitimate reasons to the processing of such personal data in accordance with the procedures set forth in the applicable data protection regulations and to seek other legal remedies available in connection with the processing of such personal information.

## **25. TERMINATION**

**25.1** Either Party can terminate the Agreement by giving five (5) Business Days written notice to the other Party. During the termination notice, the Client is obliged to close all open positions. In the case where the Client has open positions during the termination period, then the Company reserves the right to close all Clients' open positions.

**25.2** Upon termination of this Agreement, the Company will be entitled, without prior notice of the Client, to cease the access of the Client to the Company's Trading Platform.

**25.3** The Company may terminate the Agreement immediately without giving five (5) Business Days written notice in the following cases:

- (i) Death of the Client;
- (ii) Any measures of bankruptcy or winding up of the Client are taken;
- (iii) Such termination is required by any competent regulatory authority or body;
- (iv) The Client violates any provision of the Agreement or any other Agreement and in the Company's opinion, the Agreement cannot be implemented;

**25.4** The Company may terminate the Agreement immediately without giving five (5) Business Days written notice, and the Company has the right to reverse and/or cancel all previous transactions on a client's account, in the following cases:

- (i) The Client involves the Company directly or indirectly in any type of fraud, in which it places the Company's as well as other Company's clients interests at risk prior to the terminating the Agreement;
- (ii) The Company has grounds to believe that the Client's trading activity affects in any manner the reliability and/or smooth operation and/or orderly of the Company's Trading Platform.

**25.5** The termination of the Agreement shall not in any case affect, the rights of which have arisen, existing commitments or any contractual commitments which were intended to remain in force after the termination and in the case of termination, the Client shall pay for:

- (i) Any pending fees/commission of the Company and any other amount payable to the Company;

- (ii) Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- (iii) Any damages which arose during the arrangement or settlement of pending obligations.

**25.6** The Company has the right to subtract all above pending obligations from the Client's Trading Account.

**25.7** Upon termination of the Agreement, the Company shall immediately hand over to the Client's assets (i.e. funds) in its possession, providing that the Company shall be entitled to keep such a Client's assets as necessary, to pay any pending obligations of the Client.

## **26. FORCE MAJEURE**

**26.1** The Company will not be liable to the Client for a failure to perform any obligation or discharge any duty owed under this Agreement if the failure results from any cause beyond our control, including, without limitation:

- (i) acts of God, war, fire, flood, earthquake or other natural disaster;
- (ii) terrorist attack, civil war, threat of or preparation for war, imposition of sanctions, explosions;
- (iii) postal or other strikes or similar industrial actions or disputes;
- (iv) any law or any action taken by a government or public authority;
- (v) any breakdown, or interruption of power supply or failure of utility service or of transmission or communication or computer facilities;
- (vi) hacker attacks or other illegal actions against the Company's electronic Trading Platform or of the equipment of the Company;
- (vii) the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company related its Quotes, or the imposition of limits or special or unusual terms on trading in any such market or on any such event;
- (viii) the failure of any relevant exchange, clearing house and/or broker for any reason to perform its obligations;

**26.2** In case such an event occurs and the Company reasonably believes that Force Majeure exists, the Company may, without any prior notice to the Client, at any time and without limitations, take any of the following actions:

- (i) increase margin requirements;
- (ii) determine at its discretion the quotes and spreads that are executable through the Trading Platform;
- (iii) decrease leverage;
- (iv) close out any or all Client's Open Positions at such prices as the Company considers in good faith to be appropriate;
- (v) suspend or freeze or modify any or all terms of this Agreement to the extent that the Force Majeure makes it impossible or impracticable for the Company to comply with them;
- (vi) suspend the provision of any or all services of this Agreement;

- (vii) regards to the position of the Company, the Client and all the other Company Clients;

## **27. COMPLAINTS AND DISPUTES**

**27.1** In case the Client has raised a question or a problem with the account executive or another employee of the Company without receiving a satisfactory answer, the Client is entitled to file a written complaint with the Compliance Department in the Company. The Compliance Department hereafter investigates and answers the complaint.

**27.2** The Company has ten (10) Business Days to respond to any formal complaints or disputes lodged. If you are unhappy with the final verdict of the Compliance Department, the case can be escalated to the FSA.

## **28. MISCELLANEOUS**

**28.1** 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 under the law of that jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.

**28.2** The Company shall not be liable to the Client for any failure, hindrance or delay in performing its obligations under this Agreement where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such force majeure events shall include without limitation any technical difficulties such as telecommunications failures or disruptions, non-availability of the Company's Main Website e.g. due to maintenance downtime, declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts, or blockades, notwithstanding that the Company is a party to the conflict and including cases where only part of the Company's functions are affected by such events.

**28.3** If the Client's combined exposure in one or more margin trades reaches a level which - in case of an adverse market development - may lead total significant deficit not covered by the Client's deposits and/or margin with the Company, The Company may in its reasonable discretion

- (i) increase the margin requirements and/or
- (ii) reduce the Client's exposure by closing one or more or all of the Client's open positions.

**28.4** Furthermore, the Company is entitled in its reasonable opinion to determine that an emergency or an exceptional market condition has occurred. Such conditions shall include, but are not limited to, the suspension or closure of any market or the abandonment or failure of any event to which the Company relates its quote or the occurrence of an excessive movement in the level of any Margin Trade and/or underlying market or the Company's reasonable anticipation of the occurrence of such a movement. In such cases the Company may increase its margin requirements, reduce the Client's exposure, close any or all of the Client's open trades and/or suspend trading.

**28.5** The Client may not assign its rights or delegate any of the Client's obligations under this Agreement to others whereas the Company may assign its rights or delegate its obligations to any regulated financial institution.

**28.6** For various investments, instruments and groups of Clients, the Company may provide additional business agreements. The Client acknowledges, understands and accepts that:

- (i) such business agreements made available to Clients shall constitute an addition to this Agreement; and

- (ii) the Client should not undertake any transaction unless the business terms applicable for such investment instrument or group of Clients have been understood and accepted. Transactions undertaken by the Client notwithstanding above, shall be deemed as had this sub-clause indeed been complied with.

**28.7** The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

**28.8** No delay or omission on the part of the Company in exercising any right, power or remedy provided by law or under this Agreement, or partial or defective exercise thereof, shall:

- (i) impair or prevent further or other exercise of such right, power or remedy; or
- (ii) operate as a waiver of such right, power or remedy.

**28.9** No waiver of pleading a default of a clause in this Agreement shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach of the same clause or as authorizing a continuation of the particular breach.

**28.10** By accepting this Agreement on behalf of a corporation or other legal entity, the person signing represents and warrants that he/she is authorized to act on behalf of such corporation or legal entity and to bind the same to this Agreement and all obligations arising hereunder. If at a later stage it becomes apparent that the signatory was not duly authorized to bind the corporation or legal entity, the Company will have the right to seek restitution from this person. Furthermore, the signatory shall indemnify the Company against all liabilities, losses, damages, costs and expenses in relation to any claims or action brought against the Company as a result of the signatory holding out to be authorized to act and bind any such corporation or legal entity.

**28.11** The domain name [www.easywayglobalfx.com](http://www.easywayglobalfx.com) (hereafter the "Main Website") is owned by the Company. The Company may also register and operate other website mainly for promotional and marketing purposes in languages other than English.

**28.12** The Company's records, unless proven to be wrong, will be the evidence of Client's dealings with the Company in connection to the services provided. The Client will not rely on the Company to comply with Client's record keeping obligations, although records may be made available to the Client on request at the Company's discretion.

**28.13** The Agreement and all Transactions are subject to Applicable Regulations so that:

- (i) if there is any conflict between the Agreement and any Applicable Regulations, the latter will prevail;
- (ii) nothing in the Agreement shall exclude or restrict any obligation which the Company has towards the Client under Applicable Regulations;
- (iii) the Company may take or omit to take any action it considers necessary to ensure compliance with any Applicable Regulations and whatever the Company does or fails to do in order to comply with them will be binding for the Client;

## **29. COMMUNICATION BETWEEN THE CLIENT AND THE COMPANY**

**29.1** Unless otherwise specified, the Client has to send any notice, instruction, request or other communication in writing to the Company's mailing address.

**29.2** Information may be provided by the Company to the Client in paper format or by email to the Client's email address provided during his registration.

**29.3** All notices/information provided by the Company or received from the Clients should be in the English language.

### **30. LANGUAGE OF COMMUNICATION**

- 30.1** Language of communication between the Company and the Client shall be in English. All binding contractual documentation is available in English. The Client accepts and understands that the official language of the Company is the English language.
- 30.2** Any other language translation is provided as a convenience only. In case of any inconsistency or discrepancy between original English texts and their translation into other language, as the case may be, original versions in English shall prevail.
- 30.3** The Client should always refer to the legal documentation posted on the Main Website of the Company for all information and disclosures about the Company and its activities.

### **31. APPLICABLE LAWS AND REGULATIONS**

- 31.1** This Agreement and all transactional relations between the Client and the Company are governed by the laws of Federal Territory of Labuan, Malaysia and any disputes shall be settled by the local competent courts.
- 31.2** This Agreement and all transactions are subject to Applicable Laws and Regulations so that nothing in this Agreement shall exclude or restrict any obligation by the Company to the Client under Applicable Regulations. The Company may take or omit to take any action it considers necessary to ensure compliance with any applicable laws regulations. All applicable laws regulations and whatever the Company does or fails to do in order to comply with, will be binding on the Client. Such action that the Company takes or fails to take for the purpose of compliance with any Applicable Regulations shall not render the Company or any of its directors, officers, employees or agents liable.

### **32. AMENDMENTS**

- 32.1** This Agreement may only be amended upon the prior written consent of both the Company and the Client, provided that the Company may amend this Agreement by notice in writing on its Main Website where the Company considers that amendment is necessary to comply with laws and regulations of any other competent body. In the case of an amendment by notice in writing to the Client from the Company, such amendment shall become effective on the date specified in the notice on its Main Website and will be deemed to be accepted when the Client places an order in the trading platform after the date on which the amendment becomes effective.