



# Terms of Use



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## PART A: General Terms and Conditions

### 1. General

**1.1.** This Agreement is entered by and between Amega Global Ltd (the “Company”) on the one part and the Client who has completed the Account Opening Application Form (hereinafter called the “Client”) on the other part.

**1.2.** Amega Global Ltd (hereinafter referred to as the “Company”), is a financial services company incorporated under the Laws of Mauritius, under registration number 189336 and having its registered office at the Cyberati Lounge, Ground Floor, The Catalyst, Silicon Avenue, 40, Cybercity, 72201, Ebene, Mauritius. The Company is a Licensed Investment Dealer, authorized by the Mauritius Financial Services Commission (“FSC”) under Full Service Investment Dealer (Excluding Underwriting) License No. GB22200548.

**1.3.** This Client Agreement with the following documents found on the Company’s website (namely “AML & KYC Policy”; “Procedure for Handling Complaints”; “Conflict of Interest Policy”; “Cookie Policy”; “Data Protection Policy”; “Leverage and Margin Policy”; “Order Execution Policy”; “Privacy Policy”; “Risk Disclosure”; “Terms of Use”; “Islamic Accounts T&C”; “Bonus Terms and Conditions”; “Loyalty Cashback T&C”, as amended from time to time, as well as any other documentation that is posted in section “Documents” at the website or may communicated to a Client as a result of his participation in any of the Company’s campaigns and/or loyalty programs set out the terms upon which the Company will offer Services hereunder to the Client and shall govern all CFD activity of the Client with the Company during the course of the Agreement.

**1.4.** The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s).

**1.5.** The Company will collect, use, store, and otherwise process personal information of the Client, as set out in Privacy Policy, as amended from time to time, and available on the Company’s website.

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## 2. Interpretation of Terms

### 2.1. In this document (Terms of Use):

**'Access data'** shall mean the Username and Password given by the Company to the Client for accessing the Company's electronic systems.

**'Alter Transactions'** shall mean any modification to the Client's account Margin by way of Deposit or Withdrawal, or the modification of the transaction open/close rate, commissions, charges, open/close times, profit or loss, or any other parameters of a transaction.

**'Account Opening Application Form'** or **'Client Account Opening Questionnaire'** shall mean the application form/questionnaire completed by the Client online in order to apply for the Company's Services under this Agreement, via which the Company will obtain amongst other things information for the Client's identification and due diligence, his categorization and appropriateness in accordance with the Applicable Regulations.

**'Adjustment Event'** means in respect of a product, where the Underlying Asset is an index, any change to the index but not limited to the announcement of a successor index.

**'Affiliate'** shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity that is directly or indirectly under common control with the Company; and "control" means the power to direct or the presence of ground to manage the affairs of the Company or entity.

**'Agreement'** shall mean this document (Terms of Use) and various documents found on the Company's website, as amended from time to time and any subsequent Appendices added thereto.

**'Balance'** shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.

**'Base Currency'** shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

**'Bid'** shall mean the lower price in a Quote at which the Client may sell.

**'Business Day'** shall mean any day, other than a Saturday or a Sunday or any other international holidays to be announced on the Company's site.

**'CFD'** shall mean a contract for difference. A financial instrument, which is derived, based on the fluctuation in the price of the underlying asset.

**'Client'** shall mean any person who successfully registers an Account with the Company, through the Company's website and that Account is successfully verified by the Company.

**'Client Account'** shall mean the exclusive personalised account of the Client consisting of all Completed Transactions, Open Positions and Orders in the Company's Online Trading System, the balance of the Client's money and deposit/withdrawal transactions of the Client's money.

**'Closed Position'** shall mean the opposite of an Open Position.

**'Company's Online Trading Platform'** shall mean the Software used by the Company which includes the aggregate of its computer devices, software, databases, telecommunication hardware, a trading platform, all programs and technical facilities providing real-time Quotes, making it possible for the Client to obtain information of Underlying Markets in real time, making it possible for the Client to obtain information of Underlying Markets in real time, make technical analysis on the markets, enter into Transactions, place/delete/modify Orders, receive notices from the Company and keep record of Transactions and calculating all mutual obligations between the Client and the Company. The Company's Online Trading System consists of the Server and the Client Terminal.

**'Contract Specifications'** shall mean the principal trading terms in CFD (for example Spread, Trading Commission, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, swap charges, other charges) for each type of CFD as determined by the Company from time to time.

**'Corporate Action'** means the occurrence of any of the following in relation to the issuer of any relevant Underlying Asset: (a) any rights, bonus, capitalisation or other issue or offer of shares/equities of whatsoever nature or the issue of any warrants, options or the like giving the rights to subscribe for shares/equity; (b) any acquisition or cancellation of own shares/equities by the issuer; (c) any reduction, subdivision, consolidation or reclassification of share/equity capital; (d) any distribution of cash or shares, including any payment of dividend; (e) a take-over or merger offer; (f) any

amalgamation or reconstruction affecting the shares/equities concerned; and/or (g) any other event which has a dilution or concentration effect on the market value of the share/equity which is an Underlying Asset.

**'Trading Conditions'** shall mean the principal trading terms in CFDs (for example these may include Margin, Spread, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, Normal Market Size, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, ticket fees for Swap Free Client Accounts, Company Costs, charges, minimum deposit requirements for different types of Client Accounts etc.) for each type of CFD and/or type of Client Account as determined by the Company from time to time in its discretion. The Trading Conditions appear on the website of the Company.

**'Currency Pair'** shall mean the object or Underlying Asset of a CFD Transaction based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

**'Equity'** shall mean the Balance plus or minus any floating profit or loss that derives from an open position and shall be calculated as:  $\text{Equity} = \text{Balance} + \text{Floating Profit} - \text{Floating Loss}$ .

**'Error Quote' or 'Spike'** shall mean an error Quote having the following characteristics:

- a. A significant Price Gap
- b. In a short period of time the price rebounds with a Price Gap
- c. Before it appears there have been no rapid price movements
- d. Before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released.

**'Floating Profit/Loss'** shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).

**'Free Margin'** shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as:  $\text{Equity less (minus) Used Margin}$  (Free Margin = Equity - Used Margin).

**'Hedge' or 'Hedging'** shall mean any trade which is executed and has the intent or effect of reducing the risk of adverse price movements in another trade.

**'Illegal Activity'** shall mean illegal, unlawful, fraudulent, money laundering or other improper activities, as well as breaking into the Site, or attempting to do the same.

**'Internet Latency'** shall mean any kind of delay that happens in data communication over a network.

**'KYC Process'** shall mean any 'Know Your Client' process required to be made by the Company under the Prevention and Suppression of Money Laundering and Terrorist Financing Laws of 2007-2019, as amended, and all Applicable Regulations, and which are designed to identify the Client, verify the identity of the Client, perform background checks on the Client, construct an economic profile of the Client and assess the appropriateness of the Services to the Client.

**'Leverage'** shall mean a ratio in respect of Transaction Size and Initial Margin. For example, 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transaction's size.

**'Long Position'** shall mean a buy position that appreciates in value if Underlying Market prices increase. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

**'Lot'** shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

**'Lot Size'** shall mean the number Underlying Assets in one Lot.

**'Margin'** shall mean the necessary guarantee funds so as to open or maintain Open Positions for each type of CFD.

**'Margin Call'** shall mean the situation when the Company informs the Client to deposit additional margin. This shall take place in case the Client does not have enough margin to open new positions or maintain existing positions open.

**'Margin Level'** shall mean the percentage of Equity to Necessary Margin ratio. It is often expressed in percentage. It is calculated as:  $\text{Margin Level} = (\text{Equity}/\text{Used Margin}) \times 100$ .

**'Margin Trading'** shall mean Leverage trading when the Client may take Transactions having less funds on the Client Account in comparison with the Transaction Size.

**'Necessary Margin'** shall mean the necessary margin required by the company to maintain Open Positions for each type of CFD.



**'Normal Market Size'** shall mean the maximum number of units of the Underlying Asset that are transmitted by the Company for execution for each type of CFD.

**'Open Position'** shall mean any position, which has not been closed, a long position or a short position, which is not a completed transaction.

**'Order'** shall mean an instruction from the Client to the Company to open or close a position when the price reaches the Order level.

**'Order Level'** shall mean the price indicated in the Order.

**'Parties'** shall mean the parties to this Client Agreement - the Company and the Client.

**'Pip Hunting'** shall mean the situation when the Client opens a position and closes it in a very short time.

**'Politically Exposed Persons; PEP'** shall mean:

- A natural person who is or who has been entrusted with prominent public functions in any country, an immediate close relative of such person as well as a person known to be a close associate of such person; Provided that, for the purpose of the present definition, 'prominent public function' means any of the following public functions:
  - A. Heads of State, heads of government, ministers and deputy or assistant ministers
  - B. Members of parliament or of similar legislative boards
  - C. Members of the governing boards of political parties
  - D. Members of supreme courts, of constitutional courts or of other high-level judicial boards, the decisions of which are not subject to further appeal, except in exceptional circumstances
  - E. Members of courts of auditors or of the boards of central banks
  - F. Ambassadors and high ranking officers in the armed forces
  - G. Members of the administrative, management or supervisory Boards of State-owned enterprises
  - H. Directors, deputy directors and members of the board or equivalent function of an international organisation.
  - I. Mayor

Provided that no public function referred to in points (a) to (i) shall be understood as covering middle-ranking or more junior officials.

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Provided furthermore that 'close relatives of a politically exposed person' includes the following:

- A. The spouse, or a person considered to be equivalent to a spouse, of a politically exposed person
- B. The children and their spouses, or persons considered to be equivalent to a spouse, of a politically exposed person
- C. The parents of a politically exposed person

Provided even furthermore that 'persons known to be close associates of a politically exposed person' means natural person:

- A. Who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with politically exposed persons.
- B. Who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the de facto benefit of a politically exposed person.

**'Price Gap'** shall mean the current Quote Bid is higher than the Ask of the previous Quote or the current Quote Ask is lower than the Bid of the previous Quote.

**'Quote'** shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

**'Quote Currency'** shall mean the second currency in the Currency Pair, which can be bought or sold by the Client for the Base Currency.

**'Request'** shall mean a request from the Client to the Company given to obtain a Quote. Such a request does not constitute an obligation to make a Transaction.

**'Scalping'** shall mean the form of trading strategy through which the Client, either solely acting or acting with others (internally by using other trading accounts held with the Company or by sharing the same IP address, or externally by using other trading accounts held with other brokers), performs and/or tries to perform numerous transactions within a very short time (for example up to three minutes), hedging positions (partially or fully) by holding open positions on the opposite side of a trade, or by holding a position in a spot asset and the opposite position in the future of that asset, or buying at Bid price and selling at Ask price so as to gain the Bid/Ask difference, or in general a trading activity pattern that indicates that the Client aims to benefit financially without being genuinely interested in trading in the markets and/or taking any market risk.

**'Short Position'** shall mean a sell position that appreciates in value if underlying market prices fall.

**'Slippage'** shall mean the difference between the expected price of a Transaction in a CFD, and the price the Transaction is executed at. Slippage often occurs during periods of higher volatility (for example due to news or events) making an Order at a specific price impossible to execute, when market orders are used, and also when large orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.

**'Spread'** shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.

**'Swap'** or **'Rollover'** shall mean the interest added or deducted for holding a position open overnight and is considered as additional fees. Swaps or Rollovers shall also include other fees or adjustments induced by corporate actions, such as cash dividends and/or other adjustments that might affect the underlying position of CFDs.

**'Trailing Stop'** shall mean a stop-loss order set at a level below the market price for a long position and above the market price for a short position. The trailing stop price is adjusted as the price fluctuates. As the market price changes in traders favor, the stop price changes by the trail amount, but if the price changes against the trader, the stop loss price does not change, and a market order is submitted when the stop price is hit.

**'Transaction'** shall mean any CFD transaction transmitted for execution on behalf of the Client, or entered into with the Client, or executed on behalf of the Client under this Agreement.

**'We', 'Our', 'Us'** shall mean the Company, its subsidiaries, affiliates, employees, directors, officers, agents, suppliers, consultants and/or contractors

**'You' or 'Your' or 'the Client'** shall mean any user of the Site who registers and opens an account.

**2.2.** Capitalized terms not specifically defined in this paragraph shall have the meaning awarded to them in the body of this Agreement.

**2.3.** Capitalized terms not specifically defined herein shall have the meaning awarded to them in the relevant document incorporated in this Agreement by reference.

**2.4.** References to this Agreement shall be to this Agreement together with all documents incorporated by reference to this Agreement forming an integral part of the same.

### **3. Client Acceptance and Due Diligence**

**3.1.** It is understood that the Company may not accept the Client as its client, and hence refuse to open a Client Account for him and/or refuse to accept any money from him and/or refuse to allow the Client to initiate trading activities, until the Client properly and fully fills in and submits the Account Opening Application Form together with all the required identification documents and all internal Company checks (including without limitation anti-money laundering checks, appropriateness tests and identification procedures) have been fully satisfied. Furthermore, the Company retains the right, during the business relationship with the Client, to request at any time any other documentation and/or information from the Client that the Company considers necessary as part of the Company's ongoing monitoring of the Client's activity. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.

**3.2.** The Client upon accepting the documents found on the Company's website which set out the terms upon which the Company will offer Services and has fully satisfied the Company's required identification documentation requirements and been verified, may deposit any amount and in any currency as defined and accepted by the Company from time to time and start trading. The Company reserves the right to define at its absolute discretion and at any time the required identification documentation, the minimum and maximum amount of deposit(s) as well as the time period in which the Client must fully satisfy the Company's required identification documentation requirements and any other relevant ad-hoc request. In this respect, the Client shall be notified with a Written Notice. In the event that, the Client does not fully satisfy the Company's required identification documentation requirements within the time period set by the Company, the Company reserves the right to return any funds deposited back to their origin and impose restrictions in the operation of the Client Accounts including but not limited to restrictions to additional deposits and/or immediately terminate the business relationship with the Client and close the Client Account and/or to proceed to any other action deemed necessary.

**3.3.** The Client agrees that data of your interaction with the Company will be saved and may be used in case of dispute situation between you and the Company or

authorities and as per Clause 15 of this Agreement. You give consent of your data usage in order to optimize your interactions with the Company.

**3.4.** The Client agrees that he/she is responsible for the usage of all trading strategies, trades and analytical reports and the Company is not responsible for any of the Client's actions.

**3.5.** Client Identification Procedure:

**a. Individual Clients are required to provide:**

- ❖ **Proof of Identification (POI):** both sides and clear colored copy of Passport, Driving License or National ID Card
- ❖ **Proof of Address (POR):** a full clear page colored copy of a recent utility bill, bank statement or any other local authority bill. Your POR must include your full name and residential address and must be issued within the last three (3) months.

**b. Legal Entities are required to provide:**

- ❖ Legal Entity Identifier (LEI)
- ❖ Certificate of Incorporation
- ❖ Certificate of good standing of the legal entity, if any (not older than 6 months)
- ❖ Certificate of registered address
- ❖ Certificate of Directors and Secretary
- ❖ Certificate of registered shareholders\*
- ❖ Memorandum and Articles of Association
- ❖ Resolution of the BoD stating that the Company intends to open an account with the Company and assigning a person as the representative of the legal person to operate the account
- ❖ KYC for the verification of the identity of the person(s) authorized to operate the account and a Power of Attorney if the said person is not a director of the Company
- ❖ Copies of its latest financial statements and/or copies of its latest management accounts (if available).

\*For the verification of the Legal Identity's Director(s)/ Authorized Representative/ Shareholder (owning more than 25%), the below documents shall be submitted:

- ❖ Passport/ National ID/ Driving License or any other document issued by an independent and reliable source that carries a photo
- ❖ A recent utility bill dated within the last three (3) months, current local authority tax bill, recent bank statement.

If any of the Directors/Shareholders is a corporate entity, the applicant should submit the Entity's incorporation documents as stated above and verification of the director and shareholders.

**Notes:**

- All of the above mentioned documents stated in the criteria of accepting new clients, should be in English or translated into English
- The Legal Entity's documentation must be recent and original or certified as true copies of the original documents
- As an additional due diligence measure, the Company may do research and obtain information from the Registrar of Companies' records or from the equivalent authority in the legal person's country of incorporation
- Documents with minor differences to the above which do not alter the meaning are acceptable

## 4. Advice and Provision of Information

**4.1.** The Company will not advise the Client about the merits of a particular Transaction or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in CFDs or the Underlying Markets. The Client alone will enter into Transactions and take relevant decisions based on his own judgment. He represents that he has sufficient knowledge, market sophistication, professional advice and experience to make his own evaluation of the merits and risks of any Transaction. In the event the Client wishes to proceed further regardless of the level of the suitability of the products traded under this Agreement, and enter into any Transaction with the Company, the Company assumes no fiduciary duty in its relations with the Client.

**4.2.** The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client should seek independent expert advice if he is in any doubt as to whether he may incur any tax liabilities. The Client is hereby warned that tax laws are subject to change from time to time.

**4.3.** The Company may, from time to time and at its sole discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or the Trading Platform or otherwise) with information,

training/educational material, news, market commentary or other information but not as a Service. Where it does so:

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

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

## 5. Costs, Taxes and Chargebacks

**5.1.** The provision of Services and the performing of both trading and non-trading operations under the Agreement is subject to the payment of charges to the Company (the "Costs"). Costs to the Company are set out in the Company's Website and/or on the Client's Personal Area and/or are communicated to the Client through other means. Costs related to trading operations under the Agreement, may be charged at the opening and/or during the lifetime and/or upon the closing of such trading operations.

**5.2.** When placing Orders in CFDs, the related Costs may appear relative to the value of the CFD, therefore the Client has the responsibility to understand how Costs are calculated in this case.

**5.3.** The Company may vary its Costs from time to time. The Company will send a Written Notice to the Client informing of any changes before they come into effect and the latter shall be free to dissolve the contract immediately. In the event that such change is based on a change in interest rates or tax treatment or where there is a valid reason, the Company shall have the right to amend it without prior notice to the Client provided that the Company shall inform the Client at the earliest opportunity and that the latter is free to dissolve the contract immediately.

**5.4.** When providing a Service to a Client, the Company may pay or receive fees, commissions, or other monetary or non-monetary benefits to, or from third parties as far as permissible under applicable regulations. The Company will provide information on such benefits to the Client if required under Applicable Regulations.

**5.5.** The Company will not act as tax agent for the Client. The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.

**5.6.** The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the transactions under this Agreement.

**5.7.** The Company may charge the Client for carrying out operations to pay in/withdraw funds. The amount of charge for paying in/withdrawal of funds depends on factors such as the transaction sum, the type of transaction, the transaction currency, the system of payment etc.

**5.8.** The Trading Commission and/or the Spreads and/or any other applicable Costs for performing trading operations in Market Maker Accounts are shown on the Company's official website in the Contract Specifications section and/or on the Client Terminal and/or on the Trading Platform.

**5.9.** Swaps are calculated based on charges the Company has from its Liquidity Providers. All CFDs conducted with the Company relate to open-ended margin products that require funding on a daily basis.

**5.10.** When trading future contracts, it is important to note that each contract has an expiration date, on which trading on the specific contract is terminated. Also, when close to expiry, a new contract will be added to the server and the previous will be set to close only mode until the expiration. Once a future contract expires, trading will no



longer be available, including closing positions manually from the trading platform. If the Client has any open positions remaining once expiry date has passed, all open positions and orders are automatically closed by the Company with the last available price on the MT5 server. Open positions and orders will not automatically be rolled over on the next future contracts.

**5.11.** If the Client places a chargeback (on purpose or by mistake) for any deposit made on his/her Trading Account with the Company, the Company reserves the right to charge one hundred fifty (150) USD research fee to the Client's Trading Account, upon receiving the chargeback to cover our investigate expenses.

**5.12.** As per clause 10.m of Part A of this Agreement, the Company does not tolerate credit/ debit card fraud and all fraud, without exception, will be prosecuted through criminal proceedings in your local jurisdiction to the fullest extent of the law. Further to the above, the Company will file a report with the Client's local police department and pursue all fraudulent activities through the Client's local jurisdiction for prosecution to the fullest extent of the law. In such instances, the Company reserves the right at its sole discretion, to take all actions as it sees fit, including, without limitation, completely (i) blocking access to the Client's Trading Account, (ii) blocking and/or revoking the Client's Access Codes and/or (iii) terminating the Client's Account. Under these circumstances, the Company reserves the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and the Company shall be entitled to inform any interested third party of the Client's breach of this clause; any active Orders associated with the same fraudulent credit card and/or account will also be canceled immediately. Any dispute arising from such fraudulent activity will be resolved by the Company in our sole and absolute discretion, in the manner the Company deems to be the fairest to all concerned. That decision will be final and/or binding on all parties.

## 6. Communications and Written Notices

**6.1.** Unless the contrary is specifically provided in this Agreement, any notice, instruction, request or other communication to be given to the Company by the Client under this Agreement shall be in writing and shall be sent to the Company's address below (or to any other address which the Company may from time to time specify to the Client for this purpose) by email.

**6.2.** In order to communicate with the Client, the Company may use any of the following methods, as determined in its sole discretion:

- a. Trading platform internal mail and/or client terminal;
- b. Email;
- c. Telephone;
- d. Post;
- e. The Company's website;
- f. Personal area;
- g. Video calls

**6.3.** Any communications sent to the Client (documents, notices, confirmations, statements etc) are deemed received:

- a. If sent by Trading Platform internal mail and/or through Client Terminal, immediately after sending it;
- b. If sent by email, within one hour after emailing it;
- c. If sent by post, seven (7) calendar days after posting it;
- d. If posted on the Company webpage, within one hour after it has been posted.

**6.4.** In order to communicate with the Client, the Company will use the contact details provided by the Client whilst opening the Client Account or as updated later on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.

**6.5.** Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.

**6.6.** All transactions and correspondence made of any form (i.e. via telephone, video conferencing, telefax, email or by use of other electronic communication means) between the Company and the Client may be recorded. Such records will be retained in physical records or/and in a digital format for a period as may be prescribed by the Applicable Regulations. The recording of our communication may be made with or without the use of a spoken warning, tone or similar notification to the Client. The Company's recordings shall be and remain sole property of the Company and shall be accepted by the Client as conclusive evidence of the orders, instructions or conversations so recorded. The Client agrees that the Company may deliver copies or transcripts of such recordings to any court, arbitrator, independent auditor, Competent Authority or law enforcement authority, upon request.

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## 7. Confidentiality, Personal Data, Records

**7.1.** The Company may collect client information directly from the Client (in his completed Account Opening Application Form or otherwise) or from other persons included but not limited to credit reference agencies, fraud prevention agencies, third party authentication service providers, other financial institutions and any other providers or registers.

**7.2.** Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose, other than in connection with the provision, administration and improvement of the Services, for research and statistical purposes and for marketing purposes and as provided for under paragraph **7.3** under part A of this document. Certain data (including personal data) might be used by the Company to diagnose or fix technology problems, security issues and vulnerabilities and disclosed to a third party. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

**7.4.** The Client agrees that, the Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details, personal details) in the following circumstances as and to the extent necessary:

- a. Where required by law or a competent court;
- b. Where requested by a bank, payment service provider, regulatory/supervisory or other authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
- c. To relevant authorities to investigate suspicion of, or prevent fraud, money laundering or other illegal activity;
- d. To execution venues or any third party as necessary to carry out Client instructions or Orders and for purposes ancillary to the provision of the Services;
- e. To credit reference and fraud prevention agencies, third authentication service providers and other financial institutions/brokers for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so, these agencies/parties may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the

future to assist other companies for verification purposes. A record of the search will be retained by the Company;

- f. To the Company's professional advisors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- g. Only to the extent required, to other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement.
- h. Only to the extent required, to other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;
- i. In relation to the Company's vulnerabilities disclosure program;
- j. Where necessary in order for the Company to defend or exercise its legal rights;
- k. All the Client's request or with the Client's consent;
- l. To an affiliate of the Company;
- m. To successors or assignees or transferees or buyers, with five (5) Business Days prior written notice to the Client, for the purposes of paragraph 19.2 under part A of this document.

**7.5.** Clients' rights regarding their personal data and other non-public client data are described at the Privacy Policy and Confidentiality Policy respectively, both available on the Company's website.

## 8. Amendments

**8.1.** The Company may upgrade the Personal Area and/or the Client Account and /or the Trading Platform or enhance the services offered to the Client if it reasonably considers this is to the Client's advantage and there is no increased cost to the Client as a result of the change.

**8.2.** Unless provided differently elsewhere in the present document, the Company has the right to amend the terms of the Client Agreement at any time giving to the Client at least two (2) Business Days Written Notice prior to such changes. Any such

amendments will become effective on the date specified in the notice. The Client acknowledges that a variation which is made to reflect a change of law or regulation may, if necessary, take effect immediately and without notice.

**8.3.** Unless provided differently, the Company may change any document which is part of the Agreement, except the present document, without prior notice to the Client.

**8.4.** This Agreement supersedes any prior written or verbal communication or understanding. We may change the terms of this Agreement at any time. Any later version of this document shall supersede all previous versions.

## 9. Termination

**9.1.** Each Party may terminate this Agreement by giving at least twenty four (24) Business Hours Written Notice to the other Party.

**9.2.** The Company may terminate this Agreement with immediate effect and without prior notice for any good reason such as in an Event of Default of the Client as defined in paragraph 10.1 of part A of this document.

**9.3.** Termination by any party will not affect any obligation which has already been incurred by either party in respect of any Open Position or any legal rights or obligations which may already have arisen under the Agreement of any Transactions any deposit/withdrawal operations made thereunder.

**9.4.** Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (without limitation):

- a. All outstanding costs and any other amounts payable to the Company;
- b. Any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm;
- c. Any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
- d. Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- e. Any damages which arose during the arrangement or settlement of pending obligations.

**9.5.** Once notice of termination of this Agreement is sent or upon termination, the following shall apply:

- a. The client will have an obligation to close all his Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions at current Quotes;
- b. The Company will be entitled to cease to grant the Client access to the Trading Platform or may limit the functionalities the Client is allowed to use on the Trading Platform;
- c. The Company will be entitled to refuse to open new positions for the Client;
- d. The Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

**9.6.** Upon Termination any or all the following may apply:

- a. The Company has the right to combine any Client Accounts of the Client, to consolidate the balances in such Client Accounts and to set off those balances with obligations of the Client towards the Company;
- b. The Company has the right to close the Client Account(s);
- c. The Company has the right to close out the Client's Open Positions at current Quotes;
- d. In absence of a pending due diligence query/request, illegal activity or suspected illegal activity, fraud or abuse of the Client or instructions from the relevant authorities, if there is balance in the Client's favor, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities of the Client towards the Company) pay such balance to the Client as soon as reasonably practicable and supply him with a statement of how that balance was arrived at and, where appropriate, instruct any nominee or/and any custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's instructions to the Client. It is understood that the Company will affect payments only to an account in the name of the Client. The Company has the right to refuse, at its sole discretion, to effect third party payments.

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## 10. Event of Default

### 10.1. Each of the following constitutes an “Event of Default”:

- a. The failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amount due under the Agreement;
- b. The failure of the Client to perform any obligation due to the Company including but not limited to the obligation of the Client to submit any identification documentation and/or any other information required by the Company, and/or satisfy any other request for KYC verification, including but not limited to video call verification, and as determined in the Company’s sole discretion;
- c. If an application is made in respect of the Client pursuant to the Mauritius’ bankruptcy laws or any equivalent act in another jurisdiction;
- d. The Client is unable to pay the Client’s debts when they fall due;
- e. The Client dies or is declared absent or becomes of unsound mind;
- f. Where any representation or warranty made by the Client in paragraph 13 of part A of this document is, or becomes untrue;
- g. Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 10.2 of part A of this document;
- h. An action set out in paragraph 11.2 of part A of this document is required by a competent regulatory authority or body or court;
- i. The Client involves the Company in any type of fraud or illegality or may be at risk of involving the Company in any type of fraud or illegality, such risk determined in good faith by the Company;
- j. In cases of material violation by the Client of the requirements established by legislation of Mauritius or other countries, such materiality determined in good faith by the Company;
- k. If the Company suspects that the Client is engaged into money laundering activities and/or terrorist financing and/or in any other criminal activities or for any other cases where the Client may involve the Company in any type of fraud or illegality and/or in any activity considered suspicious by the Company;
- l. If the Company suspects that Client is engaged in fraudulent and/or illegal and/or abnormal activities or doubtful operations as further defined in the Terms of Use, and/or any other activities considered suspicious at the Company’s discretion;

- m. If the Company has reason to believe that the Client is involved in any kind of credit/debit card fraud including the situation where for any reason a claim, dispute, and/or chargeback is received by any payment service provider and/or method.
- n. If the Client infringes and/or violates any internal policies and procedures of the Company in relation to any Event of Default;
- o. If the Company suspects that the Client has carried out trading:
  - i) which can be characterized as excessive and/or without legitimate intent and/or in bad faith, in order to profit while taking on minimal or no risk;
  - ii) while relying on price latency and/or arbitrage opportunities or incorrect or inefficient pricing;
  - iii) which can be considered in the Company's sole discretion as market abuse and/or market manipulation and/or fraudulent activity and/or inside information and/or prohibited trading techniques;
  - iv) during abnormal market/trading conditions
- p. For any other circumstance where Company reasonably believes that it is necessary or desirable to take any action in accordance with clause 10.2 to protect the Company's or all or any of its' clients;
- q. If the Company suspects that Client shares any personal data and/or personal information in breach of the Company's privacy policies and/or this Agreement and/or the Personal Data Sharing Disclaimer.

**10.2.** If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior written notice, take one or more of the following actions:

- a. Temporarily block the Client Account and/or accounts of another Client which the Company considers to be involved in suspicious activity, until the Company can determine if an Event of Default has occurred. In case of investigation of Events of Default, the Company may request the Client to provide various documents and the Client is under an obligation to provide such;
- b. The Company has the right to combine any Client Accounts of the Client, to consolidate the balances in such Client Accounts and to set-off those balances with obligations of the Client towards the Company;
- c. The Company has the right to close the Client Account(s);
- d. The Company has the right to convert any currency;



- e. The Company has the right to close out the Client's Open Positions at current Quotes;
- f. Terminate this Agreement without notice to the Client.
- g. Limit and/or restrict and/or ban any deposit payment methods available for the Client from time to time.

## 11. Force Majeure

11.1. A Force Majeure Event includes without limitation each of the following:

- a. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis that, in the Company's opinion, prevents it from maintaining an orderly market in one or more of the Financial Instruments in respect of which it deals on the Trading Platform;
- b. Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the Company to offer its Services;
- c. Labour disputes and lock-out which affect the operations of the Company;
- d. Suspension of trading on an Underlying Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused the ban), decisions of state authorities, governing bodies of self-regulating organizations; decisions of governing bodies of organized trading platforms;
- e. A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
- f. Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the company) and DDoS-attacks;
- g. Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;
- h. The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition

of limits or special or unusual terms on the trading in any such market or on any such event.

- i. The occurrence of an excessive movement in the level of any transaction and/or Underlying Asset or Underlying Market or the Company's anticipation (acting reasonably) of the occurrence of such a movement;
- j. The failure of any relevant supplier, financial institution intermediate broker, liquidity provider, agent or principal of the Company, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

**11.2.** If the Company determined in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any, or a combination or all of the following actions:

- a. Increase Margin requirements without notice;
- b. Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;
- c. Refuse to accept Orders from Clients;
- d. Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;
- e. Increase Spreads and/or Trading Commissions;
- f. Decrease Leverage;
- g. Shut down the Trading Platform(s) in case of malfunction for maintenance or to avoid damage;
- h. Inactivate the Client Account;
- i. Cancel any pending positions;
- j. Reject any deposit requests;
- k. Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients.

**11.3.** Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption or delay due to a Force Majeure event.

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## 12. Limitations of Liability and Indemnification

**12.1.** In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may post on this Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given. Subject to the right of the Company to void or close any Transaction in the specific circumstances set out in the Agreement, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.

**12.2.** The Company will not be held liable for, any loss or damage or expense or loss incurred by the Client in relation to, or directly, arising from but not limited to:

- a. Any error or failure in the operation of the Trading Platform;
- b. Errors in the settings of Client Terminal, out of sequence Client Terminal update, any delay caused by the Client Terminal, the Client not following the instructions on the Client Terminal;
- c. Any hardware, software, connection bugs from the Client's side;
- d. All orders placed under the Client's Access Data;
- e. Any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event;
- f. The acts, omissions or negligence of any third party;
- g. The solvency, acts or omissions of any third party referred to in paragraph 25.6 of Part B of this document;
- h. If a situation referred to in paragraph 25.7 of Part B of this document is arises;
- i. Any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data;
- j. Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;
- k. Any actions or representations of the Introducer;
- l. Currency risk materializing;
- m. Occurrence of slippage;

- n. Any of the risks and warnings of the document "Risks Disclosure and Warnings Notice", found on the Company's website, materializes;
- o. Any changes in the rates of tax;
- p. The Client using Trailing Stop and/or Expert Advisor;
- q. The Client's reliance on Stop Loss Orders;
- r. The actions, Orders, instructions, transactions entered into by the Client under this Agreement;
- s. Failure by the Client to provide truthful information and/or documentation.

**12.3.** If the Company incurs any claims, damage, liability, costs or expenses, which may arise as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to any Order it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such.

**12.4.** The Company shall in no circumstances be liable to the Client for any consequential, special or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement.

**12.5.** The Company cannot be held responsible for any situations that are not described in this Agreement and it cannot be considered as fraud from the Company's side.

## 13. Representations and Warranties

**13.1.** The Client represent and warrants to the Company the following:

- a. The information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic and shall inform the Company of any changes;
- b. The Client has read and fully understood and undertakes to comply with the terms of this document (Terms of Use) and the various documents found on the Company's website, namely "Terms of Use", "Introducer Agreement", "Risk Disclosure and Warnings Notice", "Complaints Procedure", "Privacy Policy", "Bonus Terms and Conditions".

- c. The Client is duly authorized to enter into the Agreement, to give Orders, instructions and requests and to perform its obligations thereunder;
- d. The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided that all the documents required by the Company for this purpose are received;
- e. The Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed Account Opening Application Form on the Client's behalf is duly authorized to do so;
- f. All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected;
- g. The Client has declared in the Account Opening Application Form, if he is a Politically Exposed Person (PEP) and will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person;
- h. The Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- i. The Client funds are free of any lien, charge, pledge or other encumbrance;
- j. The Client has chosen the particular type of Service and Financial Instrument, taking his total financial circumstances into consideration which he considers reasonable under such circumstances;
- k. There are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, arising from the Client's nationality or region;
- l. The Client will take into account any information in the Company's advertising materials only in combination with the complete description of the advertised services or promotion published on the Company's website;
- m. The Client is over 18 years of age;
- n. The Client will not use Company's bid and ask prices for any purpose other than for its own trading purposes, and the Client agrees not to redistribute our bid and ask prices to any other person whether such redistribution be for commercial or other purposes, except if otherwise previously agreed between the parties;
- o. The Client will use the services offered by the Company pursuant to this Agreement in good faith and, to this end, the Client will not use any electronic device, software, algorithm, any trading strategy or any arbitrage practices

(such as but not limited to latency abuse, price manipulation or time manipulation) that aims to manipulate or take unfair advantage of the way in which the Company constructs, provides or conveys its' bid or ask prices. In addition, the Client agrees that using any device, software, algorithm, strategy or practice in its dealings with the Company whereby the Client is not subject to any market risk will be evidence that the Client is taking unfair advantage of the Company;

- p. The Client acknowledges the contents of the Risk Disclosure and Warning Disclosure and Warning Notice that are available to the website and fully understands the important aspects, benefits and risks of the financial services and products offered by the Company.

## 14. Client Acknowledgements of Risk & Consents

**14.1.** The Client unreservedly acknowledges and accepts the following:

- a. Trading in CFDs is not suitable for all members of the public and the Client runs a great risk of incurring losses and damages as a result of trading in CFDs and accepts and declares that he is willing to undertake this risk. The damages may include loss of all his money and also any additional commissions and other expenses to keep his positions open.
- b. CFDs carry a high degree of risk. The gearing or leverage often obtainable in CFDs means that a small deposit can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately larger movement in the value of the Client's investment and this can work against him as well as for him.
- c. CFD transactions have a contingent liability, and the Client should be aware of the implications of this in particular the margin requirements.
- d. Trading on an electronic Trading Platform carries risks.
- e. The risks and warnings of the document "Risk Disclosure and Warnings Notice", found on the Company's website.

**14.2.** The Client agrees and understands that:

- a. He will not be entitled to delivery of, or be required to deliver, the Underlying Asset of the CFD, nor ownership thereof or any other interest therein.

- b. No interest shall be due on the money that the Company holds in his Client Account.
- c. When trading in CFDs the Client is trading on the outcome of the price of an Underlying Asset and that trading does not occur on a regulated market but Over-the-Counter (OTC).

**14.3.** The Client consents to the provision of the information of the Agreement by means of a Website.

**14.4.** The Client confirms that, he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreement, policies and information about the nature and risks of investments by posting such information on the Website.

## 15. Complaint Handling Procedure

**15.1.** The Client has the right to lodge a complaint if any disputable situation arises. In such a case, please consult the Complaints Procedure for Clients as this can be found on the Company's website, as amended from time to time.

**15.2.** All complaints must be reported to us, in writing, within three (3) business days from the occurrence of the event that gives rise to your complaint.

**15.3.** If you wish to file a formal complaint, you must complete the online Complaints Form found on our website and send it via email at [compliance@amegafx.com](mailto:compliance@amegafx.com), along with the attachments of the documentation as outlined on the "Procedures for Handling Complaints" found on the website.

**15.4.** Upon receipt of a formal complaint, we will provide you with a written acknowledgement within five (5) business days of receiving your formal complaint. The letter will confirm that we are taking the necessary steps to resolve the complaint and will contain details of the procedure.

**15.5.** We will attempt to resolve the matter within thirty (30) business days from the date we receive your complaint and we have all necessary information and/or documentation, or ten (10) business days after your acceptance or rejection of any offer of redress (where applicable), whichever comes first.

**15.6.** The Server Data, Database and Server Log-File are the main information source in the case of any complaints. If the Server Data, Database and Server Log-File have not recorded the relevant information the Client refers to, the argument based on this reference may not be considered.

**15.7.** Any references to the quotes of other companies are not qualified and will not be considered.

**15.8.** No complaints are accepted if the Client is not able to place a pending order or modify the levels of pending order or the Company does not execute the instruction of the Client to modify or place an order due to poor connection on the part of the Client or server.

**15.9.** The Client's claims regarding impossibility of execution of transactions during resolution of the dispute are not accepted.

**15.10.** The Client's claims regarding impossibility of execution of transactions during resolution of the dispute are not accepted.

## **16. Applicable and Governing Law & Applicable Regulations**

**16.1.** All disputes and controversies arising out of, or in connection with the Agreement shall be finally settled in the courts of Mauritius.

**16.2.** This Agreement is governed by the Laws of Mauritius.

**16.3.** Notwithstanding any other provision of this Agreement, in providing services to the Client, the Company shall be entitled to take any action as it considers necessary in its absolute discretion, to ensure compliance with the relevant market rules and/or practices and all other applicable laws and regulations.

**16.4.** All transactions on behalf of the Client shall be subject to Applicable Regulations. The Company shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the Applicable Regulations in force at the time. Any such measures as may be taken and the Applicable Regulations in force shall be binding on the Client.

**16.5.** The Client may submit complaints to the Company according to the "Procedures for Handling Complaints" found on the website.



**16.6.** In the event that the Client and the Company cannot settle any dispute as per the procedures mentioned in clause 15, the Client is entitled to apply within forty five (45) days from the date of the incident for resolution of the dispute to the Financial Commission. More information can be found on the “Procedures for Handling Complaints”.

**16.7.** The Client should take into consideration the fact that Forex and CFD trading might be considered illegal in some countries. The Company does not give any legal advice regarding the matter of legality of its services within the country of the Client’s residence.

**16.8.** The Company may refuse to provide its services to Clients from countries that consider them illegal. However, its website will still be available.

**16.9.** The Company reserves the right, at its discretion, at any time to withdraw the whole or any part of the Services on a temporary or permanent basis and the Client agrees that the Company will have no obligation to inform the Client of the reason.

## 17. Severability

**17.1.** Should any part of this Agreement be held by any court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Underlying Market or regulator, that part will be deemed to have been included from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

## 18. Non-Exercise of Rights

**18.1.** The Company’s failure to seek redress for violations, or to insist upon strict performance of any condition or provision of this Agreement, or its failure to exercise any or part of any right or remedy to which the Company is entitled to under this Agreement, shall not constitute an implied waiver thereof.

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## 19. Assignment

**19.1.** The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing at least five (5) Business Days prior Written Notice to the Client. This may be done, without limitation, in the event of merger or acquisition of the Company with a third party, reorganization of the Company, upcoming winding up of the Company, or sale or transfer of all or part of the business or the assets of the Company to a third party.

**19.2.** It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 18.1 above, the Company shall have the right to disclose and/or transfer all Client information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history), transfer the Client Account and the Client Money as required, subject to providing at least five (5) Business Days prior Written Notice to the Client.

**19.3.** The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement without the prior written consent of the Company.

## 20. Language

20.1. The Company's official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English, is for informational purposes only and does not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

## 21. Introducer

**21.1.** In cases where the Client is introduced to the Company through a third person ("Introducer"), the Client acknowledges that, the Company is not responsible for the

conduct and/or representations of the Introducer and the Company is not bound by any separate agreements into between the Client and the Introducer.

**21.2.** The Client acknowledges and confirms that his agreement or relationship with the Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Introducer.

**21.3.** The Client introduced by an Introducer may request at any time to be unlinked from a specific Introducer. In this event, the Company and/or its Affiliates reserve the right, at its/their sole and absolute discretion to proceed with such request.

**21.4.** The Client may request to change its Introducer and link to another Introducer. In this event, the Company and/or its Affiliates reserve the right, at its/their sole and absolute discretion to proceed with such request.

## 22. Identification

**22.1.** In order to prevent any unauthorized access to the Client Account, verification of the Client's identity is made for the following non-trading operations:

- a. Change personal area password
- b. Change security type
- c. Restoring personal area password
- d. Withdraw funds

**22.2.** The means of Client identification used by the Company (such as email, sms) and the method of Client identification is performed according to the "Terms of Use" found on the Company's website.

**22.3.** It is understood that the Company shall have the right to suspend execution of the non-trading operations, if the Client's identification data are invalid or incorrect as well as the Client does not send the requested documents, until the Client sends the correct identification data.

**22.4.** In order to identify the Client, the Company has the right to request at any time after a trading account is registered, inter alia, information and/or documentation and/or video call for proof of identity, proof of residence, source of funds.

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## 23. Currency Conversions

**23.1.** The Company is entitled, without prior notice to the Client, to effect any currency conversions which it deems necessary or desirable in order to make a deposit into the Client Account in the Currency of the Client Account (in the event that the Client deposits money in a different currency of that of the Currency of the Client Account) or comply with its obligations or exercise its rights under this Agreement or complete any specific Transaction or Order. Any such conversion shall be made by the Company at reasonable exchange rates as the Company shall select, having regards to the prevailing market rates. The Company shall be entitled to charge to the Client and obtain from the Client Account, or from the deposited amount, the expenses incurred with regard to currency conversions for the Client, including but not limited to commissions to bank, money transfer fees, commissions to intermediaries etc.

**23.2.** The Client will bear all foreign currency exchange risk arising from any Transaction or from the exercise by the Company of its under the Agreement or any law.

**23.3.** The Client acknowledges and agrees that the Client shall comply at all times with any Exchange Control Regulations and shall bear any and all risks associated with any Exchange Control Regulations including but not limited to any authorisations required for any cross-border transactions and/or from the breach of such Exchange Control Regulations and/or from any other restriction imposed by the Exchange Control Regulations. The Client hereby irrevocably releases the Company from any future or potential claims arising out of the Exchange Control Regulations.

## 24. Miscellaneous

**24.1.** All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided in law or in equity.

**24.2.** Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all

the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

**24.3.** In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

## PART B: Client Money and Client Account

### 25. Client Money

**25.1.** The Company shall not account to the client for profits or interest earned on Client money (other than profit gained through trading Transactions from his Client Account(s) under this Agreement) and the Client waives all right to interest.

**25.2.** The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

**25.3.** The Company may hold Client money and the money of other clients in the same account (omnibus account).

**25.4.** The Company may deposit Client money with a third party (i.e. intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty or a payment service provider) who may have a security interest, lien or right of set-off in relation to that money.

**25.5.** Client's money may be held on the Client's behalf with a third party as indicated in point 25.4 above located within or outside Mauritius. The legal and regulatory regime applying to any such person outside Mauritius will be different from that of Mauritius and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in Mauritius or by the Company directly. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this paragraph.

**25.6.** The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from other Client's money,

or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

**25.7.** It is understood that profit or loss from trading is credited or debited in the Client Account once the Transaction is closed.

## 26. Lien

**26.1.** The Company shall have a general lien on all funds held by the Company or its associates or its nominees on the Client's behalf until all Client's obligations are satisfied. Such right of a general lien may be extended and enforced to cover any legally binding claims, either present or future, related to the Client, emanating from applicable law, compliance rules/card schemes/ acquiring banks/payment processing service providers/ payment services operators' requirements, as well as if it is required by the relevant authorities.

## 27. Netting and Set-Off

**27.1.** If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company (in the calculation of the amount payable by the Client, the following shall be taken into consideration: any legally binding claims related to the Client emanating from law, compliance rules/card schemes/acquiring banks/payment processing services providers/payment services operators' requirements, as well as if it is required by any relevant authorities, then automatically the mutual obligations to make payment are set-off and cancel each other.

**27.2.** If the aggregate amount payable by one party (in the calculation of the amount payable by the Client, the following shall be taken into consideration: any legally binding claims related to the Client emanating from law, compliance rules/card schemes/ acquiring banks/payment processing service providers/payment services

operators requirements, as well as if it is required by any relevant authorities) exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.

**27.3.** The Company has the right to combine all or any Client Accounts opened in the Client name and to consolidate the Balances in such accounts and to set-off such Balances in the event of termination of the Agreement.

## 28. Client Account

**28.1.** In order to facilitate trading in CFDs, the Company will open a Client Account for the Client, which will be activated upon the Client depositing the minimum initial deposit as determined by the Company in its discretion from time to time. The minimum initial deposit may vary according to the account type of the Client Account. This information is made available on our Website.

**28.2.** The Company may offer different account types with different characteristics, different methods of execution and different requirements. Information on the various types is found on the Website.

## 29. Temporary Block of the Client Account

**29.1.** The Company may temporarily block the Client Account without prior notice to the Client for any good reason, including in any of the following cases:

- a. In an Event of Default of the Client according to paragraph 10.2 (a) of Part A of this document and for such time that, the Company reasonably required if an Event of Default has occurred;
- b. After the Client's request to temporarily block the Client Account under paragraph 29.5 of Part B of this Agreement;
- c. The Company is informed from a reliable source that the Access Data of the Client may have been received by unauthorized third parties;
- d. The Company is informed from a reliable source of possible unlawful actions or doubtful operations of the Client;
- e. In a Force Majeure Event and for such duration that the relevant event continues to exist;

- f. An error in the request for the transfer of funds to another account was made by the Client and this resulted in the Company depositing in an incorrect trading account.

**29.2.** Without prejudice to any other right of the Company, the Client Account shall be unblocked in the following cases:

- a. When the Company, in its sole discretion, determines that an Event of Default has not occurred, where the Client Account was temporarily blocked under paragraph 29.1 (a) of Part B of this Client Agreement;
- b. When the Client requests from the Company to unblock the Client Account under paragraph 29.6, where the Client Account was temporarily blocked under paragraph 29.1(b) of Part B of this Client Agreement;
- c. When the safety of the Access Data is determined by the Company and/or when the Company issues new Access Data to the Client, where the Client Account was temporarily blocked under paragraph 29.1 (c) of this Client Agreement;
- d. When the Company determines that the Client has not engaged into any actions or doubtful operations where the Client Account was temporarily blocked under paragraph 29.1 (d) of this Client Agreement;
- e. When the Force Majeure event does not exist anymore, where the Client Account was temporarily blocked under paragraph 29.1 (e) of Part B of this Client Agreement.

**29.3.** During the period for which the Client's Account is blocked, the Company shall examine the circumstances and determine whether the Client Account ought to be either unblocked or closed.

**29.4.** In case the Client Account is closed, the Company reserves the right to withhold, under the general right of lien of this Client Agreement, for any period the Company considers necessary, any amount it considers appropriate in order to cover any possible legally binding claims that may occur in the future related to the Client, emanating from applicable law, compliance rules/card schemes/ acquiring banks/ payment processing service providers/ patent services operators' requirements, as well as if it is required by any relevant authorities.

**29.5.** The Client has the right to request the Company to temporarily block his Client Account by sending an email at [dpo@amegafx.com](mailto:dpo@amegafx.com) with a request to temporarily block the Client Account. The Company shall block the account within twenty four (24) hours after receiving the said request.



**29.6.** In order for the Company to unblock the Client Account, which was blocked further to the request of the Client, the Client shall either send an email to [dpo@amegafx.com](mailto:dpo@amegafx.com) with a request to unblock the account and also point out the account number. The Company shall unblock the Client Account within twenty four (24) hours after receiving the request.

## 30. Inactive and Dormant Client Accounts

**30.1.** If the Client Account is inactive from trades and non trading operations for a set period of at least one hundred eighty (180) calendar days (6 months), and after notifying the Client in its last known address, the Company reserves the right to close the Client Account and render it dormant.

**30.2.** Inactive Accounts will be charged with a monthly inactivity fee of up to \$5 or the full amount of the free balance in the Account if the free balance is less than \$5.

**30.3.** Without derogation from the rest of the provisions of the Agreement, an account that has been archived in accordance with paragraph 29.1 of Part B of the Client Agreement, may be restored, at the client's request. Money in the archived account, shall remain owing to the Client and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.

**30.4.** If there are no trades and/or non-trading operation (including agent operations) and/or the Client account(s) is inactive, the Company may impose partial or full scope restrictions/limitations on the Client's Personal Area and/or the Client Account(s) and/or may terminate this Agreement with immediate effect without prior notice. Where applicable, the Client shall be required to follow the Company's requests for documentation and/or information in order to regain full access to his/her Personal Area and/or Trading Accounts. For the avoidance of doubt, the above limitations/restrictions will not impact the Client's ability to withdraw funds.

**30.5.** If pending orders placed on an inactive account for on MT5 accounts for more than ninety (90) calendar days, may be automatically canceled.

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## 31. Deposits and Withdrawals to/from the Client Account

**31.1.** The Client may deposit and withdraw funds into the Client Account at any time during the course of this Agreement by using any of the payment methods available in the Personal Area from time to time. Minimum deposit requirements as well as withdrawal commissions can be found in the Personal area. The Company shall not accept third party or anonymous payments in the Client Account.

**31.2.** The Client shall understand and agree that if he/she uses one method of payment he/she will use the same method to withdraw funds unless this is justified in the Company's discretion. If multiple payment methods are being used, then the concept of proportionality shall apply. The Company shall set the requirements and order to be followed for withdrawals.

**31.3.** The Company shall have the right to request the Client at any time additional information and/or documentation to confirm the origin and/or source of funds deposited into the Client Account. The Company shall have the right to reject a deposit or a withdrawal of the Client if the Company is not duly satisfied with the information and/or documentation provided and/or collected.

**31.4.** The Company shall have the right to reject a deposit of the Client if the provisions of the transfer stated in the Personal Area are not followed.

**31.5.** The Company has the right to refuse deposit and withdrawal operations in the cases of the email, telephone number, identity, address and/or other information provided and/or collected is not fully verified by the Company or up to date, with the requirements of such verification vested in the Company's sole discretion.

**31.6.** If the Client makes a deposit, the Company shall credit the relevant Client Account with the relevant amount actually received by the Company as soon as practically possible after the amount is cleared in the relevant account of the Company.

**31.7.** If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a transaction investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client Account or paid directly to the third party performing the investigation. The

Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.

**31.8.** Without prejudice to the rest of the provisions of this Agreement, the Company will affect withdrawals of Client funds upon the Company receiving a relevant request from the Client entered on the Client's Personal Area.

**31.9.** Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall process the transaction request without undue delay and, where feasible, not later than three (3) Business Days, if the following requirements are met:

- a. The withdrawal instruction includes all necessary information;
- b. The instruction is to make a transfer to the originating account from which the money was originally deposited in the Client Account or in case of disputable situation to an account belonging to the Client (following submission of the relevant evidence);
- c. The account where the transfer is to be made belongs to the Client;
- d. At the moment of payment, the Client has available funds in his Client Account;
- e. There is no Force Majeure event which prohibits the Company from effecting the withdrawal;
- f. The Client has satisfied any requests from the Company in relation to Know your Customer (KYC);
- g. An Event of Default occurred.

**31.10.** It is agreed and understood that withdrawals will only be effected towards the Client. The Company does not permit withdrawals to any third party and/or to an anonymous account.

**31.11.** The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

**31.12.** All payment and/or transfer charges may be borne by the Client and the Company shall debit the relevant Client Account for these charges.

**31.13.** In the case of a Client Account being closed, its Balance will be withdrawn proportionately to the accounts, from which deposits were made.

**31.14.** Unlawful actions with bank cards and/or bank accounts and/or with any other depositing method, are exceptions to the aforementioned paragraph. In the case of

unlawful action(s), the Company may refund the remaining balance as it deems fit. Should an unlawful action occur, all data may be provided to the and/or credit institution and/or payment service provider and or similar as well as to law enforcement agencies and/or authorities.

**31.15.** In cases where the security type was changed, the Company retains the right to conduct withdrawal(s) after a three (3) Business Days' period has passed, counting from the moment that the security type was changed.

**31.16.** Without prejudice to the rest of the provisions of the Client Agreement, where a bank card is used as the depositing method, the Company reserves the right to place withdrawal limits in its systems. For additional information regarding such withdrawal limits and withdrawal procedures, please refer to your Personal Area. the Company shall undertake to send funds to the Client's account in accordance with the details stated in the request for withdrawal. The Company shall not be liable for the transfer period.

**31.17.** In cases where more than ninety (90) days have elapsed since the Client's trading account was funded by bank card and where during this period no withdrawal of funds has been made from the trading account, withdrawal of funds may be made only to the Client's same bank card and/or in any other method determined appropriate by the Company.

**31.18.** Without prejudice to the rest of the provisions of the Client Agreement, the Client may send request(s) for funds withdrawal from the Personal Area and the Company shall undertake to send funds to the Client's account, in accordance with the details stated in the request for withdrawal. The Client acknowledges that the transfers might take up to seven (7) business days. The Company shall not be liable for the period of transfer following execution of the withdrawal request.

**31.19.** Any fees that are charged by the bank or the payment systems due to funds transferring from the Client's trading account to his/her bank account or to any other PSP, will be paid by the Client.

**31.20.** Cydeavour Limited, a Company incorporated in the Republic of Cyprus with registration number HE 431463 and address at Elpidas 8, Pyrgos, 4534 Limassol, Cyprus, acts as the payment processor of the Company. All payments related to PAYSafe and/or other companies, will be processed by Cydeavour Ltd.

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## PART C: The Trading Platform

### 32. Technical Issues

**32.1.** The Client is solely responsible for obtaining and/or maintaining compatible equipment necessary to access and use the Trading Platform, which includes at least a personal computer, internet connection and telephone and/or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary, in order to ensure his connectivity to the internet.

**32.2.** The Client represents and warrants that, he has installed and implemented appropriate means of protection relating to the security and integrity of his computer and that he has taken appropriate actions to protect his system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the website, the trading platform or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Company's Trading Platform from his personal computer.

**32.3.** The Company will not be liable to the Client should his computer system fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable.

**32.4.** The Company will not be liable for any such disruptions and/or delays and/or problems in any communication experienced by the Client while using the Trading Platform.

**32.5.** The Company at its sole discretion may perform periodic maintenance to ensure the effective operation of the Trading Platform or in cases of emergency which includes without limitation shutting down, restarting and/or refreshing the servers with or without prior notice to the Client. In this respect, the Trading Platform might be inaccessible or inoperable and the provision of any Services will be suspended for a period of time. The Company will use best endeavors to ensure that

the maintenance activity will take place outside trading hours, unless not convenient or in urgent cases. The Client hereby accepts and understands that the Company will bear no responsibility for any loss incurred during maintenance activities, including financial loss of opportunity or loss from any action or omission of the Company or of the Trading Platform provider.

## 33. Prohibited Actions on the Trading Platform

**33.1.** The Client shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Trading Platform and/or computer system(s).

**33.2.** The Client will use the Trading Platform only for the benefit of his Client Account and not on behalf of any other person.

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

- a. Use any software, which applies artificial intelligence analysis to the Company's system and/or Trading Platform.
- b. Intercept, monitor, damage or modify any communication which is not intended for him.
- c. Use any type of spider, virus, worm, time bomb and/or any other codes and/or instructions that are designed to distort, delete, damage and/or disassemble the Trading Platform and/or the communication system or any system of the Company.
- d. Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.
- e. Do anything that will, or may violate the integrity of the Company's computer system or Trading Platform or cause such system(s) to malfunction.
- f. Take any action that could probably allow the irregular and/or unauthorized access of the Trading Platform.
- g. Use (or allow another person to use) any software, program, application, or other device, directly or indirectly, to access or obtain information through the Trading Platform or automate the process of accessing or obtaining such information.
- h. Use the Trading Platform in contravention of this Agreement.

33.4. Network issues/delays, internet connectivity delays, and price feed errors, delays, technical errors and other factors can sometimes create a situation whereby the prices displayed on Trading Platform or the Personal Area do not actually reflect accurate and up to date the market rates and/or balances and/or transactions in trading accounts. Trading strategies or other operations aimed at exploiting delays in price or errors in prices, spreads, trading, commissions, third party commissions, other trading conditions and/or at concluding trades at off-market prices, or any other technical error or taking advantage of these factors are not permissible on the Trading Platform or the Personal Area. The Company reserves the right NOT to permit any abusive exploitation of the Trading Platform and/or connected Services at the Company's absolute discretion; any Transactions that rely on price latency arbitrage opportunities may be revoked, at Company's sole discretion and without prior notice being required. If the Company reasonably suspects based on the Client's trading strategy or other behavior, that Client deliberately and/or systematically exploits or attempts to exploit such errors in prices and/or off-market prices, spreads, trading or third party commissions and/or any other technical error the Company may face as described in this section, the Company is entitled to take one or more of the following countermeasures:

- a. Restrict or block the Client's access to the Trading Platform;
- b. Terminate the Agreement immediately in accordance to Part A, clause 10;;
- c. Close the Client Account and/or close all accounts involved, including, without limitation all other accounts held by the same account holder and/or accounts of another Client which the Company considers to be involved in the above activity immediately by giving written notice;
- d. Take legal action for any losses suffered by the Company;
- e. Make the necessary corrections or adjustments on the account(s) involved including, without limitation, adjusting the spreads/commissions available to the Client;
- f. Restrict the access of the involved account(s) to streaming, instantly tradable quotes including, without limitation, providing manual quotations only and submitting any Orders to Company's prior approval;
- g. Cancel from the account(s) involved any historic trading profits that Company can document as having been gained through such abuse of liquidity at any time during the client relationship;
- h. Take away/ terminate/ cancel or modify any standard and/or customized trading conditions or advantages offered to the Client in accordance to Part E, section 7, or restrict trade opening/ modification/ closing;
- i. Take any other action deemed necessary at Company's discretion.

- j. To confiscate any profits and/or revenues earned or indirectly from such errors and/or charge the Client additional fees in these cases and/or to nullify any profit/loss generated, and refund the original amount of deposit, excluding any deposit and withdrawal charges and/or to set-off balances from unjustified amounts generated from such errors.

**33.5.** If the Company reasonably suspects based on the Client's trading strategy or other operations, any form of prohibited trading techniques, including but not limited to risk free profiting, Client's account operations that indicate that the Client aims to exploit and/or benefit from the internal transfer offering, Client's trading activity patterns that indicate that the Client solely aims to benefit financially without being genuinely interested in trading the markets and/or in taking market risk, internal hedging within the Client's account and/or in coordination with other parties, exploitation of our 'negative balance' policy, fraud, manipulation, cash-back / bonus arbitrage, trading with the sole aim of generating third party commission, trading exclusively and/or the majority of the volumes during illiquid periods, use EAs in bad faith, hedging in bad faith, use of excessive leverage, 'expected' price gap abuse, trading on off-market quotes, churning, overloading the system with orders, multiple account operations which includes (i) accounts operating from the same location, (ii) using/indicating the same IP address/ ID/ phone number/ etc, (iii) multiple accounts displaying the same deposit and withdrawal patterns, (iv) accounts showing similar or identical trading patterns or (v) accounts sharing the same device or any other forms of deceitful or fraudulent activity, will constitute all Transactions carried and/or profits or losses garnered as invalid. In these circumstances, Company reserves the right to close/ suspend/ block (either temporarily or permanently) all of the Client's Accounts and/or the accounts of another Client which the Company considers to be involved in the above activity and/or cancel all Transactions, and/or suspend/ close any trades or prevent their modification/ opening, and/or block or cancel or nullify any internal transfers and/or disable withdrawal automations and/or charge/ decrease the leverage, and/or disable EAs, and/or cancel or nullify any profits, and/or take away any standard and/or customized trading conditions or advantages, and/or change/increase the margin requirements charge the trading accounts with a daily administration fee on their open positions and/or any action Company deems appropriate.

In view of the above, Clients will be strictly prohibited from opening any new Trading Account(s) and trade with the Company. Nonetheless, in cases where a Client may successfully open an Account and trade with the Company due to any technical and/or human error, the Company reserves every right to immediately close the



Client Account upon identification, nullify any profit/loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

**33.6.** The Company has developed, and will continue to develop, any tools necessary to detect fraudulent and/or unlawful access to and use the Trading Platform; any dispute arising from such fraudulent and/or prohibited trading activity will be resolved by the Company at the Company's sole and absolute discretion, in the manner deemed to be the most fair to all parties involved; that decision will be final and/or binding to all participants. In addition, it is strictly prohibited to use any software in a way that has a significant negative effect on the performance of the Company's servers and prevents the Company from providing the best possible service to the clients with regards to the order execution.

**33.7.** If the Company reasonably suspects that the Client has used or is using any software, which has as its purpose the application of any kind of artificial intelligence analysis to the Trading Platform and/or computer system(s), the Company, at its absolute discretion, is entitled to take one or more of the following actions/countermeasures:

- a. Completely restricting and/or blocking Client's access to the Trading Platform;
- b. Blocking and/or revoking the Access Data and/or Access Codes;
- c. Terminating the agreement immediately and without prior notice;
- d. Closing the Client Account immediately and without prior notice;
- e. Disabling trade opening and/or closing and/or modification;
- f. Taking legal action for any losses suffered by the Company;
- g. Taking away/ terminating/ canceling or customizing any trading conditions or advantages offered to the Client.

Under these circumstances, the Company reserves the right to confiscate any profits and/or revenues earned directly or indirectly by engaging in such prohibited trading activity and/or charge the Client additional fees in these cases. Moreover, the Company shall be entitled to notify any interested third parties of the breach of this clause.

Furthermore, the Client acknowledges and agrees that the Company may liquidate any outstanding contracts or positions the Client has with the Company once Client's Account has been closed. As a result of the above, the Client will be prohibited from opening any new trading account(s) or trading with the Company. Nonetheless, the Company reserves the right to immediately terminate the Client's Account upon identification, nullify any profit/loss generated, and refund the original amount of deposit, excluding any deposit and withdrawal charges, in cases where the Client

may successfully open an Account and trade with the Company due to any technical and/or human error.

**33.8.** If the Company reasonably determines that the Client either once-off or systematically takes advantage of insufficient or delayed or wrong price feeds/commissions, or uses insider knowledge about the way prices will move, or manipulates the price gaining insight into its moves before they happen, by trading on them, the Company reserves the right among others without limitation to (a) to adjust the price(s) and/or the spread provided to the Client, (b) to delay the price confirmation and/or re-quote the price offered, (c) to restrict Client's access to the Trading Platform and/or provide only manual quotes, (d) to nullify any profit/loss generated, provided that it can document that such trading profits have been obtained as a result of a price(s) abuse at any time during the relationship with the Client, (e) to immediately terminate by way of written notice the relationship with the Client, (f) to change trading conditions, (g) to restrict the opening/modification or closing of trades.

**33.9.** The Company reserves the right to disable and/or enable and/or terminate any Virtual Private Server (VPS) provided to the Client at any given time with or without any notice, without being obliged to provide any explanation or justification, if it has enough reasons to believe that the Client's trading strategy imposes a threat to the Company's smooth operation of its trading facilities or where the Client is abusing the Company's systems and trading conditions without genuine interest in market exposure/ speculation and/or for any other reason as specified in this Agreement regardless if VPS was used during such strategies.

## 34. Safety of Access Data

**34.1.** Client is entitled to Access Data, so as to place Orders from his Client Account and perform various operations. The Client agrees to keep it secret and not to disclose any Access Data to any person.

**34.2.** The Client may change his Access Data on his Personal Area with the exception of username, email address, phone password.

**34.3.** The Client should not write down his Access Data. If the Client receives a written notification of his Access Codes, he must destroy the notification immediately.

**34.4.** The Client agrees to notify the Company immediately if he knows or suspects that his Access Data has or may have been disclosed to any unauthorized person. The Company will then take steps to prevent any further use of such Access Data and will issue the Client with replacement Access Data. The Client will be unable to place any Orders or perform any non-trading operations until he receives the replacement Access Data.

**34.5.** The Client agrees that he will cooperate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data.

**34.6.** The Client acknowledges that the Company bears no responsibility if unauthorized third persons obtain access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the parties and/or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

**34.7.** It is agreed and understood that all Orders made via the Trading Platform and non-trading operations on the Personal Area are deemed to have been made by the Client and are binding on the Client.

## **35. Intellectual Property**

**35.1.** This Agreement does not convey an interest in, or to the Trading Platform but only a limited, non-exclusive right to use of the Trading Platform according to the terms of this Agreement.

**35.2.** Nothing in this Agreement constitutes a waiver of the Company's or any other third party's intellectual proprietary rights.

**35.3.** The Client is permitted to store, display, analyze, modify, reformat and print the information made available to him through the Website or the Trading Platform. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's express written consent. The Client must not alter, obscure or remove any copyright, trademark or any other notices that are provided in connection with the information.

**35.4.** The Client hereby agrees not to reproduce, duplicate, copy, modify, repair, develop or re-sell any part of the Trading Platform.

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## PART D: Trading Terms

### 36. Execution

**36.1.** It is understood that in relation to individual transactions, depending on the type of Client Account held by each Client, the Company will either be executing Orders as a counterparty in the particular transaction in which case the Company will be the execution venue or it will be transmitting the Orders for execution to a third party (known as Straight Through Processing, STP), in which case the Company will not be acting as a counterparty in the transaction and the execution venue will be a third party.

**36.2.** Orders are placed by the Client with the Company, with the use of Access Data on the Trading Platform, through the Client's compatible personal computer connected to the internet. The Company will be entitled to rely and act on any Order given by using the Access Data on the Trading Platform without any further enquiry to the Client and any such Orders will be binding upon the Client.

**36.3.** The Client puts an order with the price that he or she can see in the Trading Platform and when the trade is opened then the execution will start. The price in the Client's order may differ from the current market price because of the high market volatility or by delays caused by failures in the Internet Connection between the Client and the Company servers. The Client must make a trade in his/her own name or entitle somebody else to act on his/her behalf. The latter needs notarised power of attorney and other required documents.

**36.4.** A trading order can be put and executed/deleted only during the company's trading hours; however this order will remain valid during the next trading hours' timeframe.

**36.5.** If deemed necessary, the Company may impose limitations on the number of open positions by a Client or impose other limitations, for example limitation on the maximum amount per order and/or control of the Trading Platform in order to identify the Client while he/she makes a trade. If these limitations are imposed, the Company will notify the Client in advance about such changes.

**36.6.** Each position opened by you, and any Transaction completed will be binding on you notwithstanding that by opening the Position you may have exceeded any credit or other limit applicable to you or in respect of your dealings with us. It is noted however that the Company applies a Negative Balance Protection Policy pursuant to which, you may not lose more than the amount deposited in your account. In the event that a Position is closed at such price causing your equity to fall below zero, the Company shall waive its right to receive the balance from you and nullify the trading account balance back to zero.

**36.7.** The Client agrees and understands that Orders shall be executed as follows:

- a. Spot/ Forward or CFD Transactions shall be executed at the price in effect on the Company's trading platform at the time the relevant Order is placed, provided that the Company reserves the right to send the Client a re-quote, or reject the Order including but not limited to situations of high market volatility, and any other circumstances that the Company deems that to be necessary according to the Order Execution Policy, available at any time to the Company's website.
- b. The Client acknowledges and agrees that the Company is under no obligation to quote any specific price, which is quoted in a specific Financial Market.
- c. The Profit or Loss in any Forex and CFD Transactions will be: (i) the last traded price at or prior to the closing of the Position, (ii) less the last traded price at or prior to the opening of the Position, (iii) plus or minus (as the case may be) any spread that the Company may apply when such a Position is opened and closed, (iv) times the volume of the Position. The Client acknowledges that it is the Client's responsibility to make itself aware of the price of the Financial Instrument and of any spread or commission that the Company may apply when opening and/or closing a Position.
- d. The Price of the Expiring Transaction will be the last traded price at or prior to the Closing Time, plus or minus the (as the case may be) any spread, fee, interest adjustment or commission that the Company may apply when such an Expiring Transaction is closed.

**36.8.** The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions. It is the Client's responsibility to monitor his positions at all times.

**36.9.** The Client acknowledges and agrees that the Company has the right, unilaterally and with immediate effect, to suspend or terminate (at any time, with or

without notice cause or prior notice) all or any part of any Services, or the access to any Service, to change the nature, composition or availability of any Service, to impose trade exposure limitations or to change the limits set on the trading conducted by the Client through any trading platform on any/ all Accounts.

**36.10.** CFD trading is subject to dividend adjustments. In this way, the dividend adjustments applied to CFD trading on indices/shares account for the dividends paid out on the underlying assets on which these CFDs are traded. Dividend Adjustments are calculated based on dividend announcements made by the Company that issues the shares.

**36.11.** A dividend is scheduled to be credited/deducted to the holders of Shares/ CFDs or Cash Indices depending on the direction of the open position(s). For long positions, the dividend adjustment is credited to the client's account. In case of short positions, the dividend adjustment is debited from the client's account.

**Example:** *Dividend adjustment on an Index CFD*

Suppose that a Company, whose share makes up part of the index on which the Client has an open position, announces an ex-dividend date of 15/03/2023.

Please note that the dividend adjustment will depend on the volume, i.e. the net volume of the client's open position in lots, the dividend amount, and the size of one lot.

A Client has an open position with 2,5 lots on the SXP500 index on the ex-dividend date, where according to the contract specifications, one lot amounts to 1 contract and the dividend amount on 15/03/2023 was 2.11 USD. In this case, the dividend adjustment will be calculated as follows:

*Dividend Adjustment x Contract Size x Volume (lots)*

**Calculation**

*2.11 USD x 1 contracts x 2.5 lots = 5.275 USD*

If the Client's long position is still open at the beginning of the trading session on the 15/03/2023, their trading account will be credited with the dividend adjustment amount of \$5.275, while if the Client has a short position of equal value open at the beginning of the trading session on 15/03/2023, the dividend adjustment of \$5,275 will be debited from the client's trading account.

**36.12.** The Dividend Adjustment amount is not decided by Amega Global Ltd. it depends on the parameters set by our liquidity providers. As such, dividend adjustments quoted on any asset are provisional, and may be amended in accordance with changes made by our liquidity providers.

**36.13.** In some cases, the Company is required by the laws of the issuing company's or holding company's country to withhold taxes on dividend adjustments. In such cases, dividend adjustments will be credited to the client's trading account only after tax amount has been deducted. The tax amount is not withheld in cases where the dividend adjustment amount is deducted from the client's trading account.

## 37. Decline of Client's Orders, Requests and Instructions

**37.1.** Without prejudice to any other provisions herein, the Company is entitled to decline or refuse to accept and/or transmit or arrange for the execution of any Order of the Client in CFDs, for any good reason including but not limited in any of the following cases as applicable to CFDs:

- a. If the Order precedes the first Quote in the Trading Platform on the market opening;
- b. Under abnormal market conditions;
- c. If the Client has recently made an unreasonable number of requests in comparison to the number of transactions;
- d. If the Client's Free Margin is less than the Initial Margin or the Necessary Margin or there are no available cleared funds deposited in the Client Account to pay all the charges of the particular Order;
- e. It is impossible to proceed with an Order to its size or price, or the proposed Transaction is of such a size (too small or too large), that the Company does not wish to accept that Order, or the Company believes that it will not be able to hedge the proposed Transaction in the Underlying Market, or it is impossible for the Order to be executed due to the conditions of the relevant Underlying Market;
- f. Where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;
- g. In consequence of any request made by the regulatory and/or supervisory authorities of Mauritius and/or further to a court order;

- h. Where the legality or genuineness of the Order is under doubt;
- i. There is an absence of essential detail of the Order or the Order is not clear or has more than one interpretation;
- j. The Transaction Size is less than the minimum Transaction Size for the particular CFD has indicated in the Contract Specifications;
- k. A Quote is not obtained from the Company or the Quote obtained by the Company is an Indicative Quote or the Quote is manifestly erroneous or Quote is an Error Quote (Spike);
- l. Internet connection or communications are disrupted;
- m. A Force Majeure Event has occurred;
- n. In a suspected or actual Event of Default of the Client;
- o. The Company has sent a notice of Termination of the Agreement to the Client;
- p. The Client has failed to meet a Margin Call of the Company;
- q. The Client Account is temporarily blocked or is rendered dormant or is closed;
- r. If any prohibited actions and/or prohibited trading techniques occurred on the trading platform, as further explained in Part C Section 37 herein above.

## 38. Margin Requirements

**38.1.** The Client must deposit and maintain the Initial Margin and/or Hedged Margin in the amount established by the Company at the time the position is opened.

**38.2.** It is the Client's responsibility to ensure that he understands how Margin is calculated.

**38.3.** The Company has the right to change Margin requirements with prior notice to the Client. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.

**38.4.** Lower Margin requirements for a specific Financial Instrument apply to all positions opened for this Financial Instrument.

**38.5.** The Company reserves the right to increase the size of Margin requirements, before the close of the market before weekends and holidays. Information about the time frames during which increased Margin requirements are in effect is published in the Client's Personal Area and/or on the Company's Website.



**38.6.** Increasing the amount of hedging in trading accounts (and for the Underlying Assets that are subject to Hedged Margin) is treated as opening a new position and will result in a proportional (based on the amount) change in Margin requirements on previously opened positions for the corresponding financial instrument.

**38.7.** Reducing the amount of hedging in trading accounts (and for the Underlying Assets that are subject to Hedged Margin) is treated as opening a new position and will result in a proportional (based on the amount) change in Margin requirements on previously opened positions for the corresponding financial instrument.

**38.8.** The Margin requirements applicable to the different CFDs can be found in the Contract Specifications section on the Website. If at any time the Equity falls below a certain of the Necessary Margin, specified in the Contract Specifications section on the Website, the Company has the right to close any, or all of the Client's Open Positions without the Client's consent or any prior written notice to him. In order to determine if the Client has breached this paragraph, any sums referred to therein which are not denominated in the Currency of the Client Account shall be treated as if they were denominated in the Currency of the Client Account by converting them into the Currency of the Client Account, at reasonable exchange rates as the Company will select, having regards to the prevailing market rates.

**38.9.** Margin requirements for the newly opened positions and for the maintenance of open positions depend on the aggregate open position for a relevant group of instruments and are published on the Company's website.

**38.10.** If a Margin Call notification is sent to the Client Terminal, the Client will not be able to open any new positions, except where permitted by the Company, hedging position(s) to reduce margin. If the Client fails to meet the Margin Call, his Open Positions are closed starting from the most unprofitable.

**38.11.** The Client has the responsibility to notify the Company as soon as he believes that he will be unable to meet a Margin Call payment when due.

**38.12.** Margin must be paid in monetary funds in the Currency of the Client Account.

**38.13.** The Client undertakes neither to create, nor to have outstanding any security interest whatsoever over, not to agree to assign or transfer, any of the Margin transferred to the Company.

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## 39. Trailing Stop, Expert Advisor and Stop Loss Orders

**39.1.** The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor and/or any other automated processes are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever. The Company reserves the right to accept or reject at its own discretion the use of additional functions of the Client Trading Terminal and in case these additional functions affect the reliability and/or smooth operation and/or the stability of the Company's Trading Platform to immediately terminate by way of written notice the relationship with the Client and/or take any actions deemed necessary.

**39.2.** Under certain trading conditions, it may be impossible to execute Stop Loss Orders, Take Profit Order, Buy Stop Orders, Sell Stop Orders or other Limit Orders or any financial instrument at the declared price. In such a case, the Company has the right at its sole discretion to execute such Orders or change the opening (closing) price of the transaction at the first available price. This may occur, for example, at times of a rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted.

**39.3.** The Client agrees that placing a Stop Loss Order will not necessarily limit losses to be intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.

## 40. Trade Confirmations and Reporting

**40.1.** The Company will provide the Client with online access to his Client Account via the Trading Platform which will provide him with sufficient information, including information on Order(s) status, Client Account status, balance in the Client Account and trade confirmations in respect of each executed Order.

**40.2.** Trade confirmations will be available on the Trading Platform prior to the close of the back office on the Business Days following the day on which the order is executed.

**40.3.** If the Client has a reason to believe that the confirmation is inconsistent or if the Client does not receive any confirmation (through the Transaction was made), the Client shall contact the Company. Trade confirmations shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Company in writing to the contrary within two (2) Business Days following the day of receipt of the said trade confirmation.

## 41. Doubtful Operations

**41.1.** The Company shall monitor execution of these of this Agreement and be obliged to investigate doubtful operations of the Client by stopping such operations for necessary time.

**41.2.** In case of investigation of doubtful operation of the Client, the Company shall be obliged to demand the documents which are necessary for investigation from the Client.

**41.3.** Signs of doubtful operations:

- a. Execution of a great number of transfers in the absence of operations and/or minimal trading activity on the trading account;
- b. Execution of operations devoid of apparent economic sense or other apparent purpose bearing the legal nature;
- c. The Client's inability or denial to comply with any due diligence related request as per the provisions of the applicable regulatory framework, including but not limited to the provision of personal information for identification purposes and/or impossibility to prove the Client's identity and/or provision of false or misleading information;
- d. Repeated attempts to execute non-trading transactions for benefit of third parties;
- e. Forgery of the documents given by the Client, mismatch of documents, provided in different time periods and falsely represent oneself to be another person.

**41.4.** The provided signs of doubtfulness operations shall not be completed. A transaction can be found doubtful by specialists of the Company as a result of complex analysis and concomitants.

**41.5.** The Company has the right to cancel questionable operations by the Client and/or charge commission(s) on the deposit/ withdrawing operations of a Client and/or block all his trading accounts as well as trading accounts of Clients involved in the conducting of these operations. In this case the funds of the Client shall be withdrawn by any method convenient for the Company.

**41.6.** Notwithstanding any other statement in the Client Agreement, Clients' operations may be blocked and/or frozen temporarily if there is an investigation either by the Company and/or any regulatory body or authority and/or if the Client is not in conformity to abide by the Company's request in providing the required information from time to time.

## PART E: CFD Trading Terms

### 42. CFD Order Execution

**42.1.** Orders can be placed, executed and (if allowed) changed or removed within the trading hours for each CFD appearing on the Company's website, as amended by the Company from time to time and if they are not executed they shall remain effective through the next trading session (as applicable). All open spot positions will be rolled over to the next Business Day at the close of the business in the Underlying Market, subject to the Company's rights to close the open spot position. Any open forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.

**42.2.** The Company shall not be obliged to arrange for the execution of the Client's Orders in respect of any CFD out of normal trading hours which appear on the Company's website.

**42.3.** Orders will be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all Pending

Orders if the Client Account Equity reaches zero and/or for any other justifiable reason.

**42.4.** Orders cannot be changed or removed if a trade confirmation is sent or they are executed or being executed or the market is closed. The Client has no right to change or remove Sell Limit and Take Profit if the price has reached the level of the Order Execution.

**42.5.** The Client may change the expiration date of Pending Orders.

## 43. Quotes

**43.1.** The Company provides Quotes by taking into account the Underlying Asset price, but this does not mean that these Quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect what the Company thinks to be the current Bid and Ask price of the Underlying Asset at that time. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

**43.2.** It is hereby acknowledged and understood that any Quotes displayed on the Trading Platform and/or Client's Terminal are considered indicative at the time of display and may not be up-to-date with the real-time pricing, owing to various factors beyond the Company's control, including but not limited to, technical conditions such as the transfer rate of data networks, the quality of internet connection which affects the time it takes for the price to reach Trading Platform and/or Client's Terminal after it leaves Company's servers, and rapid market fluctuations. Despite Company's efforts to promptly update all Quotes in the Trading Platform and/or Client's Terminal for real-time accuracy, these factors, and any other factor beyond the Company's control, may lead to the Trading Platform and/or Client's Terminal showing a stale Quote, and due to this, slippage may also be observed.

**43.3.** In the event that the Company is unable to proceed with the execution of an Order, with regard to its price or size or for any other reason, the Company may send a re-quote to the Client with the price it is willing to deal.

**43.4.** The Company will delete Error Quotes (Spikes) from the Trading Server's Quotes Base.

**43.5.** The Company has the right not to provide Quotes and not execute Orders in case when the price of Underlying Asset becomes negative.

**43.6.** It is acknowledged that whilst the Quotes displayed on Trading Platform and/or Client's Terminal take into account a variety of factors including market data from various third party external reference sources, they are not taken directly and/or exclusively from one source, and therefore such Quotes may not match Quotes that Client sees elsewhere (including the Quotes of other third trading entities). It is also acknowledged that all prices shown on the Trading Platform and/or Client Terminal are indicative and are subject to constant changes.

## 44. Leverage

**44.1.** The Company has the right to change the Client Account leverage (higher or lower) without prior notice according to the conditions described on the Website of the Company.

**44.2.** An automatic change in Leverage pursuant to the rules established by the Company, as well as a change in Leverage made by the Client through his/her Personal Area will result in a recalculation of the Margin requirements for all of the Client's positions.

**44.3.** The Company has the right to limit the size of the offered leverage and/or to increase the size of margin requirements before macroeconomic events and/or news capable of significantly affecting the prices of financial instruments.

**44.4.** The Company may restrict the default and/or any selected leverage ratios at any time and without notice in the following circumstances:

- a. If it considers this to be in the Client's best interest
- b. If this is required under the Applicable Laws and Regulations, or
- c. The Company, at its entire discretion, considers it necessary having regard to prevailing or expected market conditions and volatility.

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## 45. Swaps and Swap Free Accounts

**45.1.** Swaps are calculated according to the Contract Specification found on the Company's Website. The Client may use the "Trader Calculator" on the Website in order to calculate the cost of Swap for a specific trade.

**45.2.** Where applicable, swap operations are carried out daily except on Saturday and Sunday. Wednesday or on Friday (depending on the Underlying Asset), the triple cost of the Swap operation is added to/charged off the Client Account. Swap amounts less than 0.01 units in the Client's respective account currency will not be credited. Swaps may change daily and might be subject to additional price adjustments (depending on the Underlying Asset).

**45.3.** The Company maintains the right to change Swaps for any Underlying Asset at any time with or without prior notice to the Client. The applicable Swaps will be reflected on the Company's official website and it is the Client's responsibility to monitor and always be aware of Swap charges.

**45.4.** The Company may offer Swap free Client Accounts for all Underlying Assets and/or Swap free Client Accounts for specified Underlying Assets. Swap operation is not performed on Swap free Client Accounts and/or on Underlying Assets not subject to Swaps. The Company in its discretion may change the Underlying Assets available for Swap free Client Accounts.

**45.5.** Not all account types may be Swap free Client Accounts. Only those account types and/or Underlying Assets specified on the website from time to time may be Swap Free provided that the Client is eligible for Swap Free status in accordance with paragraph 44.6 and 44.7 of Part E below. Moreover, the Company may in its sole discretion change the account types and/or the Underlying Assets eligible for Swap Free status.

**45.6.** During the Account Opening process, Clients from Islamic Countries will be considered as eligible for a Swap Free Account. This is determined according to identification information and/or the phone number of the Client on the Account Opening Application Form.

**45.7.** At the Company's discretion, Clients from non-Islamic Countries might be considered as eligible for a Swap Free status Client Account. In such a case, Company retains the right to define from time to time the Swap Free levels and Client's eligibility for these levels as these shall be stated in the Contract

Specifications or the Company's Website. Swap Free Client Account status and/or Swap Free levels might be automatically assigned to the Client at the Company's discretion and Client shall not have the right to decline, modify or cancel any of them. The Company reserves the right to change, modify or cancel the Swap Free Client Account and/or Swap Free levels at its sole discretion at any time and without prior notice.

**45.8.** Subject to paragraph 45.3 of Part E of the Client Agreement, if the Client has a Swap Free Client Account, no Swaps or roll over charges will be applied to trading positions overnight. Any charges applicable to Swap Free Client Accounts appear in the Contract Specifications or on the Company's Website.

**45.9.** All the provisions herein in this entire Agreement apply to Swap Free Client Accounts save any mentions to Swaps.

**45.10.** The Client who has a Swap Free Client Account may not hold his floating positions for a long time period and hence gain profits. In such an event, the Client must close the floating positions and Swaps will be applied retroactively.

**45.11.** The Company reserves the right to cancel, amend, terminate Swap Free status of Client's Account and/or Swap Free levels at its sole discretion and without prior notice without bearing any responsibility or liability in this regard.

**45.12.** The Company reserves the right to disable and/or enable swap free trading for Client's Trading Account at any given time, without being obliged to provide any explanation or justification, if it has enough reasons to believe that the Client's trading strategy imposes a threat to the Company's smooth operation of its trading facilities or where the Client is abusing the Company's systems and trading conditions without genuine interest in market exposure/speculation.

**45.13.** The Company reserves the right to take any of the following actions, at any time, in the event that detects any form of abuse, fraud, manipulation, cash-back arbitrage, carry trades, or other forms of deceitful or fraudulent activity in regard to any Swap-Free Account of any client, (a) with immediate effect, to revoke the Swap Free status from any and all real trading Accounts of such a client and charge the relevant swaps; (b) to correct and recover any un-accrued Swaps and any related un-accrued interest expenses and/or costs pertaining to any and all of such client's Swap-free trading Accounts during the period for which such Accounts were Swap-free trading Accounts; and/or (c) with immediate effect, to close all trading accounts of such client, nullify all trades carried out in such client's trading accounts and cancel all profits or losses garnered in such client's trading accounts and/or



change the client's trading conditions or restrict the opening/modification/closing of trades.

## 46. Lots

46.1. The one (1) standard lot size is the measurement unit specified for each CFD. The Company may offer standard lots, micro-lots and mini-lots, in its discretion, as defined from time to time in the Contract Specifications or the Company's Website.

## 47. Other Terms

47.1. The Company at its sole and absolute discretion may offer and/or provide to Client customized trading conditions/advantages as these will be specified between the Company and the Client and/or as the Client might be notified from time to time by the Company and/or as these can be found in the Client's Personal Area and/or the Website. Company reserves the right to cancel/ terminate/ modify/ change such customized trading conditions/ advantages provided to the Client in case of doubtful operations by the Client and/or in case the Client's trading activity is subject to prohibited trading techniques or in case of Default as described in this Agreement and for any other reason at the discretion of the Company and under no circumstances shall the Company be held liable for any consequences or loss in such a case.

47.2. The Company reserves the right to cancel/ change/ modify any of the Contract Specifications for all or only for certain clients at any time at their discretion and/or depending upon the market situation with or without notice. The Client further acknowledges and agrees that it is his/her sole responsibility to review the Contract Specifications before and after placing any order with the Company.

47.3. The Client acknowledges and agrees that it is his/her sole responsibility to review the Agreement before signing and that there is no limitation in time in assessing the relevant terms and conditions before entering the Agreement. The Client acknowledges that regardless of when they initiate the termination request following the opening of the account, the Company is not liable to refund any funds

lost or spent during trading, except for the balance available for withdrawal at the time when termination becomes effective.

## 48. Corporate Actions, Adjustment Events and Insolvency

**48.1.** A Corporate Action or Adjustment Event may occur in relation to the underlying asset of a CFD.

**48.2.** If a Corporate Action or Adjustment Event occurs, the Company may take appropriate action (in its reasonable opinion) to:

- a. Replicate this in the Order or Transaction;
- b. Reflect any action taken by counterparties to trades in respect of such underlying assets of the CFD that the Provider has entered into in order to hedge or offset the Provider's exposure to the Client; or
- c. Preserve the economic equivalent of the Order or CFD Transaction immediately prior to the Corporate Action or Adjustment Event, which may have consequences on the Transaction;
- d. Make any appropriate and/or necessary adjustments to the size and/or value and/or number of the related Transaction(s) (and or to the level of any Order) and/or to open or close any Transaction(s).

**48.3.** The Company will give the Client notice of any applicable action that it decides to take as soon as reasonably practicable, which for the avoidance of doubt may be after the relevant Corporate Action or Adjustment Event or after the relevant action which the Company may take in its discretion under this Clause.

**48.4.** If the price of the Underlying Asset that a CFD is based upon is suspended, the Company may, in its sole discretion, close any Open Positions in that CFD at a price that is reasonable. Such price may be different for a buy and sell Transaction and may be at a price of zero (0).

**48.5.** The Company will notify the Client of the date and price at which such Open Position will be closed.

**48.6.** The Company reserves the right to request additional Margin and/or any reasonable foreseeable associated costs incurred by the Company (or any of its affiliates) in connection with any suspension of a CFD or the relevant Underlying Asset.

**48.7.** If an issuer, whose securities form the basis of a CFD, becomes insolvent or similar, the Company may close all Transactions on that CFD, generally at a price of zero (0).

**48.8.** If the Client has an Open Position on any such CFD, the Company shall provide the Client with notice of this.

**48.9.** Certain CFDs have an expiry date. On the expiry date, an open position on the expiring CFD will be closed automatically at the then prevailing or last available market price. Any affected Pending Order(s) will be canceled. Nothing precludes the Client from closing the relevant position and canceling the affected Pending Orders prior to the expiry date. The expiry date for the relevant CFD shall be published on the Trading Platform and/or on the API and/or on the website.

**48.10.** The Company may require the Client to close any Positions which it has with the Company and which may have been affected by Corporate Actions, Adjustment Events or product termination due to low/no liquidity, no price provider or other relevant reasons, or the Company may in its sole discretion close any of such Positions at the last available prices. The Company may close any open positions prior to or following such Corporate Actions, Adjustment Events or Financial Instrument termination, at its sole discretion. The Company further reserves the right at its sole discretion upon written notice to remove and/or seize offering any Financial Instrument when any of the below occurs:

- a. Whenever a Corporate Action or Adjustment Event occurs;
- b. Whenever the issuance company of such Underlying Asset is delisted from the exchange to which the transactions relates and/or goes into insolvency, bankruptcy even if such an action does not result in the issuance company's liquidation;
- c. Whenever the market capitalization of the Underlying Asset has been reduced below levels acceptable for the Company;
- d. If the trading volumes or market capitalization on underlying exchange(s) have fallen below Company's acceptable thresholds as defined at the Company's discretion;
- e. If an instrument has ceased to be widely used or becomes very expensive for the Company to offer;

- f. Due to lack of quality pricing or pricing sources;
- g. If the relevant Underlying Asset is in financial distress;
- h. For any other event analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of shares or of any instrument not based on shares, whenever temporary or otherwise;
- i. For any other reason determined at the Company's sole discretion.

The Company reserves further the right to proceed to any of the above actions without a written notice to the Client if there are valid reasons to do so or in an event or a circumstance out of Company's reasonable control and/or Force Majeure Event.