

# Alpari International Invest: INVESTOR AGREEMENT

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**TABLE OF CONTENTS:**

1. INTRODUCTION.....	3
2. DEFINITIONS – INTERPRETATIONS.....	3
3. COMMENCEMENT AND DURATION .....	7
4. PROVISION OF SERVICES.....	8
5. ALPARI INTERNATIONAL INVEST .....	9
6. SUITABILITY.....	9
7. REPORTS .....	9
8. PROFIT SHARE AND EXPENSES.....	10
9. CONTRIBUTIONS/DEPOSITS AND WITHDRAWALS OF FINANCIAL INSTRUMENTS AND FUNDS .....	11
10. CURRENCY CONVERSIONS AND FOREIGN EXCHANGE RISK.....	11
11. AGGREGATION.....	11
12. PERSONAL DATA AND CONFIDENTIAL INFORMATION .....	12
13. COMMUNICATION AND WRITTEN NOTICE.....	14
14. LANGUAGE AND WEBSITE .....	14
15. DEFAULT .....	15
16. FORCE MAJEURE .....	16
17. AMENDMENT OF THE AGREEMENT .....	17
18. VALUATION OF CLIENT’S INVESTMENT ACCOUNT .....	18
19. TERM, TERMINATION AND LIQUIDATION OF THE AGREEMENT .....	18
20. REPRESENTATIONS AND WARRANTIES.....	20
21. ACKNOWLEDGEMENTS OF RISKS AND CONSENTS .....	21
22. LIMITATIONS OF LIABILITY AND INDEMNITY .....	22
23. SEVERABILITY .....	23
24. ON – EXERCISE OF RIGHTS .....	23
25. ASSIGNMENT .....	24
26. COMPLAINTS.....	24
27. GOVERNING LAW AND JURISDICTION .....	24
28. REGULATORY PROVISIONS .....	25
29. GENERAL PROVISIONS .....	25
30. CLIENT DECLARATION .....	26
31. CORPORATE ACTIONS REGARDING CFDS ON EQUITIES/INDICES .....	26
Appendix 1: Functionalities of the Investment Account .....	27

**THIS AGREEMENT IS ENTERED INTO (HEREINAFTER THE “AGREEMENT”) BETWEEN:**

**Exinity Limited**, a company registered under the Laws of Republic of Mauritius, with registration number 119470 C1/GBL (hereinafter referred to as the “Company” or “ALPARI INTERNATIONAL” which term includes its receivers, liquidators, successors and permitted assignees), on the one part; and

The person who has applied to the Company and has agreed to be bound by the below Terms and Conditions to become an Investor in the Alpari International Invest (hereinafter referred to as the “Investor” or “Client”), on the other part.

## **1. INTRODUCTION**

- 1.1.** The Company is an authorized financial services provider in Mauritius and a holder of Global Business License No. C113012295 and an Investment Dealer License No. C113012295 issued by the Financial Services Commission of Mauritius pursuant to Section 29 of the Securities Act 2005.
- 1.2.** The Company shall offer the Alpari International Invest services strictly under the following terms and conditions.
- 1.3.** This Agreement together with the Operative Agreements, as they are defined in the Client Agreement concluded between the Company and the Client, set out the terms upon which the Company shall deal with the Client in respect of Instruments.
- 1.4.** For the purposes of the present Agreement, Operative Agreements shall also include this Agreement.
- 1.5.** The Client has read, understood and accepted all information on the Company’s domain (website) [www.alpari.org](http://www.alpari.org) (hereinafter called the “Website”) clearly and publicly stated, available to all Clients including the Regulatory and Compliance Policies and the [Account Opening](#) Agreements. The Company reserves the right to register and operate other relevant domains (websites) for marketing and promotional purposes to specific countries which contain information and disclosures to clients and prospective clients in any language other the English language. The Client accepts and understands that the Company’s official language is the English language and should always read and refer to the Website for all information and disclosures about the Company and its activities.
- 1.6.** The Operative Agreements shall govern all trading activity of the Client with the Company and shall be read carefully by the Client. Amongst other things, they set out those matters which the Company is required to disclose to the Client under the Applicable Regulations.

## **2. DEFINITIONS – INTERPRETATIONS**

- 2.1.** The Definitions provided in the Client Agreement of the Company shall apply.
- 2.2.** In the Agreement, unless the context otherwise requires, the following words shall be construed as follows:

**“Affiliate”** shall mean in relation to the Company, any entity controlled directly or indirectly, by the Company, any entity that controls directly or indirectly, the Company, or any entity directly or indirectly under common control with the Company. For this purpose, “control” means ownership of a majority of the voting power of the Company or entity.

**“Agreement”** shall mean this Agreement and its Appendices, as amended from time to time.

**“Alpari International Invest”** shall mean the service developed by the Company, allowing investors to follow a Strategy Manager’s strategy by copying the trades in a specially designated account, for a Profit Share.

**“Applicable Regulations”** shall mean Supervisor Rules or any other rules of a relevant regulatory authority:

- (a) the Rules of the relevant Market; and
- (b) all other applicable laws, rules and regulations as in force from time to time in any jurisdiction.

**“Application Form”** shall mean the application form completed by the Client to apply for the Company’s Services including an online or electronic application (via which the Company shall obtain amongst other things necessary information for the Client’s identification and due diligence), under this Agreement.

**“Ask”** shall mean in relation to a Contract for Difference the higher price in the Quote being the price at which the Company may buy.

**“Assets”** shall mean Financial Instruments and monetary funds.

**“Assets Valuation”** prices used for the valuation of investments shall be the current available price at the moment of valuation from either the Company’s liquidity providers or from Bloomberg or any other internationally recognized information source as can be seen in MyAlpari. All cash balances, cash deposits or credits shall be valued at the principal (nominal) amount held by the Company.

**“Balance”** shall mean the total financial result on the Client Account after the last completed Transaction and deposit or withdrawal, at any period of time.

**“Business Day”** shall mean any day between Monday and Friday, inclusive, other than the 25th of December, or the 1st of January or any other holiday to be announced by the Company on its Website, in relation to any payment in any currency and in relation to sending any orders, margin calls and other notices or communications, on which commercial banks are open for business in the place specified in the address for notice most recently provided by the recipient.

**“CFD” or “Contract for Difference”** shall mean a spot or a forward contract for difference having one Underlying Asset.

**“Client Account or Client’s Investment Account or Investor Account”** shall mean the personal account opened in the name of the Client, when the Client joins a Strategy, for the purpose of investing in the Strategy.

The functionality of the Investment Account is set out in Appendix 1 to the present Agreement.

**“Coefficient”** indicates the amount of trading activity in your account compared to the Manager’s account. When Safety Mode is enabled, the coefficient in your Investor Account cannot exceed a

factor of 0.5 and therefore you shall adopt approximately half the trading activity compared to the Manager's account and subsequently half the risks and profits.

**"Currency Pair"** shall mean the object/Underlying Asset in a Contract for Difference based on the change in the value of one currency against the other.

**"Dormant and/or Inactive Account"** shall mean any ALPARI INTERNATIONAL client trading account where the client/account holder/owner of that trading account has not initiated any trading activity and/or inactivity for a period of six (6) consecutive months and/or where ALPARI INTERNATIONAL has not carried out any transactions in relation to the trading account by and/or on the instructions of the client/account holder/owner and/or his/her authorized representative for a period of six (6) consecutive months.

**"Dormant and/or Inactive Account Fee"** shall mean a handling fee of \$5/€5/£5/¥5 or equivalent per month imposed by ALPARI INTERNATIONAL and/or paid by a client for his/her dormant account(s) held by ALPARI INTERNATIONAL, as this may be amended from time to time by ALPARI INTERNATIONAL.

**"Event of Default"** shall have the meaning given in Clause 15 hereto.

**"Financial Instruments/Instruments"** shall mean the instruments under the Company's license.

**"Force Majeure Event"** has the meaning as set out in Clause 16 hereto.

**"Illicit Profit"** shall mean profit which has been generated as a result of an Event of Default and/or during Abnormal Market Conditions.

**"Investor" (or 'Client')** shall mean the person who has applied to the Company and has agreed to be bound by these Terms and Conditions to become an Investor in the Alpari International Invest and invest funds in an Investment Strategy (Manager's Account).

**"Manager"** shall mean a person who has entered into an Agreement for the provision of the Alpari International Invest: Strategy Manager and whose Strategy is available on the Website for the Investor to invest.

**"Monthly Period"** shall mean every continuous monthly period commencing, in the case of the first monthly period, on the date of commencement of this Agreement and ending one calendar month thereafter and in the case of every subsequent monthly period, commencing on the first day which next follows the last day of the immediately preceding Monthly Period and ending one calendar month thereafter.

**"MTF or Multilateral Trading Facility"** shall mean a multilateral system operated by an investment firm or market operator, which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments in the system and in accordance with its nondiscretionary rules in a way that results in a contract in accordance with the provisions of applicable law of the jurisdiction it is regulated.

**"Net Adjusted Profit"** shall mean the amount, if any, by which:

- (i) the Market value of the Client's Assets on the last day of each payout interval or on the date the Agreement is terminated (less the Transaction Expenses incurred and any applicable taxes and duties imposed on the Client's Assets and paid by the Company at its own expense which shall be reimbursed by deduction from the Client's Assets) prior to application of the Profit Share, after it exceeds the High-Water Mark;

- (ii) the Market value of the Client's Assets at the beginning of the calculating period plus any additional investments and less any withdrawals of the Client's Assets during such period.

**"Net Profit"** shall mean an amount equal to the difference between:

- (i) the market value of the Client's Assets at the end of calculating period less the Transaction Expenses incurred and any applicable taxes and duties imposed on the Client's Assets and paid by the Company at its own expense which shall be reimbursed by deduction from the Client's Assets.
- (ii) the market value of the Client's Assets at the beginning of the calculating period plus any additional investments and less any withdrawals of the Client's Assets during such period.

**"Open Position"** shall mean in relation to a CFD a Long Position or a Short Position which is not a completed transaction.

**"Order"** shall mean an instruction from the Company to another party to open or close a position when the price reaches the Order Level in relation to a Contract for Difference.

**"Order Level"** shall mean the price indicated in the Order in relation to a Contract for Difference.

**"Party"** shall mean a party to this Agreement (i.e. the Client or the Company).

**"Pause" an Investment Account** shall mean the act of clicking on the "Pause" button in the Client's Investment Account. If the Account is paused, all positions in the Account shall be closed.

**"Payout Interval"** The monthly interval that starts on the day of the Investor's initial deposit and concludes after a 30-day period. When the payout interval is reached, the Profit Share is paid to the Manager automatically if the Investor's account is found to be profitable compared to the previous interval, if it exceeds the High-Water Mark.

**"Precious Metal"** shall mean spot gold or spot silver.

**"Profit Share"** The profit share represents a percentage of the profits that shall be rewarded to the Manager for his positive performance. This is paid 30 days from the day of initial minimum deposit and in case of withdrawal or closing of the strategy, the higher water mark rule applies.

**"Protection Level"** shall mean the limit the Investor sets to his investment. If his capital reaches this level then all the positions shall be closed or he shall receive a notification to close all positions himself, according to his preferences. It is hereby understood that the protection Level shall not be guaranteed in the event of a Force Majeure including trading during Abnormal Market Conditions.

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

**"Regulated Market or Organized Market"** shall mean the multilateral system managed or operated by a market operator and which brings together or facilitates the bringing together of multiple third-party buying or/ and selling interests in financial instruments - in the system and in accordance with its non-discretionary rules - in a way that results in a contract, in respect of the financial instruments admitted to trading under its rules or/and systems, and which is authorized and functions regularly with the provisions of applicable law of the jurisdiction it is regulated.

**"Resuming" an Investment Account** shall mean the act of clicking on the "Resume" button in the Client's Investment Account. By resuming the Account, all positions opened by the Manager, shall be reflected in the Investor's Account and all trading activity shall be resumed.

**“Safety mode”** Safety Mode allows the Investor to decrease the risk level of the Investment Account by 50% compared to the Strategy he/she is following.

**“Services”** shall mean the services to be provided as described in Clause 4;

**“Short Position”** shall mean in relation to a CFD a sell position that appreciates in value if market prices fall.

**“Strategy or Investment Strategy”** shall mean the series and/or sequence and/or set of Transactions carried out by the Manager through the Manager’s Account which shall be available for Investors to invest in.

**“Trading Account”** shall mean the unique personified registration system of the consisting of all completed transactions in CFDs, Open Positions, Orders and deposit/withdrawal transactions in the Trading.

**“Trading Platform”** shall mean the trading platform of the Company consisting of all programs and technical facilities which provide real-time Quotes, allow transactions in CFDs to be made, Orders to be placed/modified/ deleted/executed and calculate all mutual obligations between the Company or the Client on the one hand third party service provider on the other hand. The trading platform consists of the Server and the Client Terminal.

**“Transaction”** shall mean any transaction with the Client’s Assets.

**“Transaction Expenses”** shall mean the costs associated with the Transactions and Services undertaken by the Company on behalf of the Clients (the expenses incurred in connection with conclusion, execution and settlement of the Transactions, currency conversion including but not limited to the expenses of other brokers, custodians, any stock exchange and/or banks) as well as any expenses, judicial expenses, incurred by the Company in connection with the Agreement and/or protection of the Client’s rights to the Client’s Assets.

**“Underlying Asset”** shall mean the underlying asset in a Contract for difference and may be a Currency Pair, Precious Metal, Commodities, CFDs and Indices.

**“Website”** shall mean the Company’s website at [www.alpari.org](http://www.alpari.org) or such other website as the Company may maintain from time to time for access by its clients.

- 2.3. Words denoting the singular include the plural and vice versa; words denoting any gender include all genders; and words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.
- 2.4. Unless otherwise stated, a reference to a clause, party or a schedule is a reference to respectively a clause in or a party or schedule to this Agreement.
- 2.5. The clause headings are inserted for ease of reference only and do not affect the construction of this Agreement.

### **3. COMMENCEMENT AND DURATION**

- 3.1. The Agreement shall commence on the date on which the Client receives notice from the Company that he/she has been accepted as a Client (“Date of Commencement”), as soon as the Client reviews and approves/accepts the Agreement.
- 3.2. The Agreement shall continue unless or until terminated by either party.

## **4. PROVISION OF SERVICES**

- 4.1.** Subject to the Client's obligations under the Agreement being fulfilled and any other rights of the Company herein in the Agreement, the Company shall offer the following Services to the Client:
- 4.1.1.** Participation to the Alpari International Invest;
  - 4.1.2.** Participation to the Alpari International Invest shall give the right and/or opportunity to the Client to have access to the Investment Strategy of Managers and follow their Strategies.
- 4.2.** The Client hereby agrees that by joining a Strategy of the Alpari International Invest, the Client:
- 4.2.1.** appoints the Manager of the Strategy as its true and lawful attorney and agent, with full power and authority to act as a manager of the Client's investment account;
  - 4.2.2.** instructs the Company to take all such necessary actions to follow the Manager's strategy.
- It is hereby understood that the Strategy shall be followed at a pro-rata basis, comparing the funds in the Manager's Account with the funds in the Client's investment account.
- 4.3.** Without prejudice to the generality of Clauses 4.1 and 4.2, the Client grants the Company full power and discretion to perform the following functions on behalf of the Client (and without prior reference to the Client), following the Strategy of the Manager:
- 4.3.1.** to invest or deal with the Client's investment account as the Manager in his own discretion deems appropriate for the Client;
  - 4.3.2.** to purchase (or otherwise acquire), sell (or otherwise dispose of), maintain, exchange or trade in Financial Instruments (including CFDs) in any manner whatsoever;
  - 4.3.3.** to enter into Contracts for Difference and hence place Quotes and Orders for transmission or execution with another investment firm or bank;
  - 4.3.4.** to execute Transactions in regulated markets and Multilateral Trading Facility;
  - 4.3.5.** to execute Transactions outside regulated markets and Multilateral Trading Facility, for example enter into over-the-counter transactions;
  - 4.3.6.** to enter into Transactions in any markets and generally act in any other way which the Manager deems appropriate in relation to the management and investment strategy;
  - 4.3.7.** to subscribe for issues and offers for the sale of Financial Instruments;
  - 4.3.8.** to accept private placements, underwritings and sub-underwritings of Financial Instruments;
  - 4.3.9.** to invest in mutual funds and collective investment schemes which are managed, operated or directed by the Company or any associated company as well as in Financial Instruments which are partly paid and that there is no limitation in the amount or percentage which may be invested in any Financial Instruments of a single issuer or in a single Financial Instrument or in any area of business activity;
  - 4.3.10.** to issue orders and instructions with respect to the disposition of the Financial Instruments, forming part of the investment strategy.

## **5. ALPARI INTERNATIONAL INVEST**

- 5.1. The Company offers to the Client the choice to join any of the Investment Strategies available through the Alpari International Invest. Such Investment Strategies, relevant information, applicable costs and fees, Profit Share and the history and performance of each such Investment Strategy are provided on the Website.
- 5.2. The Client hereby acknowledges and understands that each Investment Strategy bears its own fees and charges, Asset Valuation and procedures.
- 5.3. Such information is available on the Website. By entering into this Agreement and choosing the particular Strategy, the Client is consenting to be bound by the applicable fees, Profit Share and charges, Asset Valuation and procedures of the particular Strategy.
- 5.4. The Client may apply to join a specific Investment Strategy offered by the Company and a Manager, by making an on-line request on the Website and by complying with the Company's account opening procedures.
- 5.5. Client Investment Account Payout Interval:
  - 5.5.1. A Payout Interval on a Client Investment Account begins on the date the Account is activated (first minimum deposit);
  - 5.5.2. A Payout Interval is equal to one calendar month;
  - 5.5.3. The end of a Payout Interval designates the beginning of the following Payout Interval.

## **6. SUITABILITY**

- 6.1. The Company shall, when entering into this Agreement with the Client, have the right to request and obtain the necessary information regarding the Client knowledge and experience (in order to understand the risks involved in the Transaction or in the management of his/her Investment Account), his financial situation and his investment objectives.

## **7. REPORTS**

- 7.1. The Company shall provide the Client with Written periodic statements (the "Reports") on Trade, Deposits and Withdrawal Transactions executed in the Client's investment account and Profit Share payments, on a monthly basis.
- 7.2. The Client is obliged to provide the Company with an e-mail address for the purpose of issuing and distributing the Report. It is the Client's responsibility to inform the Company of any change to this email address (or any other relevant personal information).
- 7.3. The Client is entitled to submit reasonable objections to the Report in writing, within 10 (ten) Business Days from the date when the Report is received by the Client. If the Client expresses no objections during this period, the Report is considered as approved by the Client. The Parties have agreed that the "reasonable objections" can be made by the Client only in the event where the Company has breached any of its obligations under the agreement.

- 7.4. If not otherwise agreed in writing by the Parties, an annual statement for each Annual Period is not required as the information is covered in the Reports.

## **8. PROFIT SHARE AND EXPENSES**

- 8.1. The Client shall pay the Manager as remuneration for the Services provided hereunder the Profit Share applicable for each Investment Strategy the Client joins.

All applicable costs and/or fees, Profit Share and/or commissions are stated in Website, as these may be amended from time to time.

- 8.2. Any changes to the fees, Profit Share shall be published in the Website.
- 8.3. The Profit Share for each specific Investment Strategy shall be available on the Website.
- 8.4. The Client hereby agrees that any Profit Share, fee or expense payable to the Manager may be paid by deduction from the Investment Account and/or the Client's wallet, in the event of partial or full withdrawal, without any additional consent of the Client.
- 8.5. The Client shall pay the Manager, immediately when so requested by the latter and the Company is entitled to debit the Account of the Client with any value added tax or any other tax, contribution or charge which may be payable as a result of any Transaction, any act or action of the Company under the Agreement.
- 8.6. The Client shall independently pay all taxes and duties imposed on the amount of profit or income received by the Client as a result of participation in the Alpari International Invest. Where necessary by virtue of applicable legislation, all Profit Share, fees and/or charges and/or payments shall be subject to VAT.
- 8.7. When providing a Service to a Client, the Company may pay or receive Profit Share, fees, commissions or other non- monetary benefits from the Managers and/or other third parties as far as permissible under Applicable Regulations. To the extent required by law, the Company shall provide information on such benefits to the Client on request.
- 8.8. ALPARI INTERNATIONAL, under the terms and conditions of this Agreement and in accordance with its internal policies and procedures, reserves the right in its absolute discretion, to create a dormant accounts policy and/or to impose on any dormant and/or inactive account a handling fee of \$5/€5/£5/¥5 or equivalent per month and/or close the trading account upon and/or after the period of six (6) consecutive months of inactivity in the following cases:
- 8.8.1. Where a client has not transacted with ALPARI INTERNATIONAL for a period of six (6) consecutive months and ALPARI INTERNATIONAL shall deem the trading account to be dormant and/or inactivate.
- 8.8.2. Where a client's dormant and/or inactivate account(s) has a positive cash balance, ALPARI INTERNATIONAL reserves the right at its absolute discretion to apply and/or impose a handling fee of \$5/€5/£5/¥5 or equivalent per month and as this may be amended from time to time by ALPARI INTERNATIONAL.
- 8.8.3. Where a client makes a genuine attempt to resolve their account balances, ALPARI INTERNATIONAL reserves the right to waive any and/or all payments and/or fees at its own and absolute discretion.

- 8.9. Where a client's dormant account and/or inactivate account(s) has a zero cash balance the handling fee of \$5/€5/£5/¥5 or equivalent per month shall not be imposed by ALPARI INTERNATIONAL, however, ALPARI INTERNATIONAL reserves the right to close the account(s) upon and/or after the period of six (6) consecutive months of inactivity.

## **9. CONTRIBUTIONS/DEPOSITS AND WITHDRAWALS OF FINANCIAL INSTRUMENTS AND FUNDS**

- 9.1. The Client may deposit or withdraw into or from the Client's investment account at any time, subject to conditions herein in Clause 9. A request for withdrawals and/or deposits must be submitted in the Client's personal area.
- 9.2. The Minimum Deposit into the Alpari International Invest shall be available at the Website.
- 9.3. An Investor cannot cancel a request to deposit and/or withdraw funds.
- 9.4. However, after the execution of the deposit and/or withdrawal, the Client may submit a deposit and/or withdrawal request (as applicable) of the amount, which shall be executed upon the Company's compliance & AML regulations being satisfied.

## **10. CURRENCY CONVERSIONS AND FOREIGN EXCHANGE RISK**

- 10.1. The Company is entitled, without prior notice to the Client, to make any currency conversions which the Company considers necessary or desirable for the purposes of complying with its obligations or exercising its rights under the Agreement. Any such conversion shall be effected by the Company in such manner and at such rates as the Company may in its discretion determine, having regards to the prevailing rates for freely convertible currencies.
- 10.2. All foreign currency exchange risk arising from any Transaction or from the compliance by the Company with its obligations or the exercise by it of its rights under the Agreement shall be borne by the Client.

## **11. AGGREGATION**

- 11.1. Subject to Client's instructions, the Company shall provide best execution to the Client in accordance with the Company's Order Execution policy and shall work with the relevant brokers to ensure that they provide best execution in a manner that is compliant with applicable legislation, in fulfilling an order or executing transactions for the Client. By using the Company's services, the Client is deemed to consent to the Company's Order Execution policy. Please note that the Best Execution policy provides for the possibility that orders may be executed outside a regulated market or an MTF. Subject to applicable rules and in accordance with the Order Execution Policy, the Company or any of its brokers may combine the Client's order with the Company's orders, orders of persons connected with the Company and orders of other Clients. Such aggregation may on some occasions operate to advantage and on others to Client's disadvantage.
- 11.2. The Client acknowledges and consents to the following:

- 11.2.1.** Where more than 1 Client joins an Investment Strategy, the orders shall be executed as an aggregate of the volumes of all Investment Accounts and the Manager Account, in one separate order. The price of execution for all Investment Accounts following the specific Investment Strategy shall be defined based on the average price of all prices executed for the specific order;
- 11.2.2.** Where a Client joins, and/or deposits to, and/or pauses, and/or resumes, and/or withdraws from his Investment Account, Clause 11.2.1 shall not apply and orders shall not be executed as an aggregate.

## **12. PERSONAL DATA AND CONFIDENTIAL INFORMATION**

### **Data protection**

- 12.1.** The Company may collect information directly from the Client (in his/her completed Application form or otherwise) or from other persons including, for example, credit reference agencies, fraud prevention agencies and the providers of public register.
- 12.2.** The Company may use, store or otherwise process personal information provided by the Client in connection with the provision of the Services.
- 12.3.** If the Client is an individual, the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client, provided that the Client pays a reasonable fee.
- 12.4.** The information which the Company holds about the Client is confidential and shall not be used for any purpose other than in connection with the provision of the Services. Information of a confidential nature shall be treated as such provided that such information is not already in the public domain or in the legal possession of the Company and was not subject to an obligation of confidence or non-disclosure at the moment of its receipt by the Company.
- 12.5.** The Company has the right to disclose the Client's information of a confidential nature in the following circumstances:
  - 12.5.1.** to the Manager the Client has joined, in the course of business;
  - 12.5.2.** where required by law or as requested by regulatory and enforcement authorities, courts and similar bodies which have jurisdiction over the Company;
  - 12.5.3.** to investigate or prevent fraud or other illegal activity;
  - 12.5.4.** to those members of the Company's personnel who require information thereof for the performance of their duties under the Agreement or to a Manager or any third party in connection with the provision of Services to the Client by the Company;
  - 12.5.5.** for purposes ancillary to the provision of the Services or the administration of the Client's Account, including, without limitation, for the purposes of credit or identification enquiries or assessments;
  - 12.5.6.** at the Client's request or with the Client's consent;
  - 12.5.7.** to the Company's consultants, advisors, lawyers, auditors, 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;

**12.5.8.** to judicial proceeding between the Company and the Client;

**12.5.9.** where required in compliance with the Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS).

**12.6.** The Client agrees that the Company may pass information about the Client in the Company's group and to external companies to help the Company to process and/or analyze it as part of the provision of Services to the Client. If the Client does not wish the Client's personal data to be used for such purposes, the Client shall give the Company Written Notice.

**12.7.** The Company may use Client Information in order to provide, administer, tailor and improve the Services, the Company relationship with the Client and its business generally (including communicating with the Client and facilitating his use of the Website and/or the Company's telephone trading facilities); to carry out credit, anti-money laundering and fraud prevention checks; to exercise and/or defend the Company's legal rights; and to comply with Applicable Regulations and the requests of regulatory and enforcement authorities in any jurisdiction.

### Confidentiality

**12.8.** Information, in any form, given by the Company in respect of Financial Instruments may not be used or relied on by the Client for any purpose other than the services, and the terms of any engagement letter relating to the services (including details of Profit Share) may not be disclosed to any third party (unless the Client comes under a legal obligation to disclose it or to disclose it to another adviser in connection with the services, in either of which cases the Client shall promptly inform the Company of such disclosure), nor used or relied on by any third party without the Company's prior written consent.

**12.9.** In addition to any other right or obligation by virtue of which the Company or any of its brokers may be entitled or bound by law to disclose information, the Company shall be entitled, if requested or required, at its discretion, to disclose any information (including Confidential Information) known to it, and/or to produce any documents relating to the Client's business or affairs to any governmental or regulatory agency or authority, including, without limitation, the Financial Services Commission (hereinafter "FSC"), and any relevant self-regulatory organization. In addition, the Company shall, where reasonably practicable, seek to impose a confidentiality requirement in any case where the information is not subject to statutory restrictions on disclosure by the recipient.

**12.10.** The Company shall not have any duty to disclose to the Client any information that comes to the knowledge of the Company, in the course of carrying on any other business or as a result of or in connection with the provision of services to other persons. The Company may be prohibited from disclosing or having regard to, or it may be inappropriate for it to disclose to the Client or have regard to, such information even if it relates to the Client or to the services provided to the Client.

**12.11.** All information, documents and communications in the possession or control of the Company relating to the services or the subject matter of the services, shall be the Company's sole property, save for original contracts, share certificates and other original documents held on the Client's behalf. The Company shall be permitted to retain a copy of all information, documents and communication in connection with the services for regulatory and risk management purposes.

## 13. COMMUNICATION AND WRITTEN NOTICE

- 13.1.** Unless the contrary is specifically provided, any notice, instructions, authorizations, requests or other communications to be given to the Company by the Client under the Agreement shall be in writing and shall be sent to the Company's registered or mailing address which appears on its Website or to any other address which the Company may from time to time specify to the Client for this purpose and shall take effect only when actually received by the Company, provided they do not violate and are not contrary to any term of this Agreement.
- 13.2.** Communications via email shall be sent to [investments@alpari.org](mailto:investments@alpari.org).
- 13.3.** The Company reserves the right to specify any other way of communication with the Client.
- 13.4.** In order to communicate with the Client or send documents, trade confirmations, notices and statements, the Company may use:
- email;
  - telephone;
  - post;
  - commercial courier service;
  - air mail; or
  - Website;
  - MyAlpari;
  - Trading Platform.
- 13.5.** Notices shall be deemed delivered:
- if sent by email, within one hour after emailing it;
  - if sent by Online Trading System internal mail, immediately after sending it;
  - if sent by telephone, once the telephone conversation has been finished;
  - if sent by post, seven calendar days after posting it;
  - if sent via commercial courier service, at the date of signing of the document on receipt of such notice;
  - if sent by air mail, ten Business Days after the date of their dispatch;
  - if posted on the Company Webpage, within one hour after it has been posted.
- 13.6.** All contact details provided by the Client, e.g. address, email address or fax number as last notified shall be used as applicable. The Client agrees to accept any notices or messages from the Company at any time. It is the Client's responsibility to ensure that he provides to the Company accurate and up to date contact information and inform the Company if such information changes.
- 13.7.** Telephone conversations between the Client and the Company may be recorded. Any recordings shall be and remain the sole property of the Company and shall be accepted by the Client as conclusive evidence of the Instructions/Requests or conversations so recorded. The Client agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

## 14. LANGUAGE AND WEBSITE

- 14.1.** The Client accepts and understands that the Company's official language is the English language and the Client should always read and refer to the Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English

in the Company's local websites is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

- 14.2.** The Company reserves the right to register and operate other relevant domains (websites) for marketing and promotional purposes to specific countries which contain information and disclosures to clients and prospective clients in any language other the English language.

## **15. DEFAULT**

- 15.1.** Each of the following constitutes an "Event of Default":

- 15.1.1.** the failure of the Client to provide any amount due under the Agreement;
- 15.1.2.** the failure of the Client to perform any obligation due to the Company;
- 15.1.3.** the initiation by a third party of proceedings for the Client's bankruptcy (if the Client is an individual) or for the Client's winding-up or for the appointment of an administrator or receiver in respect of the Client or any of the Client's assets (if the Client is a company) or (in both cases) if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
- 15.1.4.** where any representation or warranty made by the Client in Clause 20 is or becomes untrue;
- 15.1.5.** the Client is unable to pay the Client's debts when they fall due;
- 15.1.6.** the Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;
- 15.1.7.** any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in Clause 15.2;
- 15.1.8.** the Client breaches any of the terms of this Agreement;
- 15.1.9.** an action set out in Clause 15.2 is required by a competent regulatory authority or body or court;
- 15.1.10.** in cases of material violation by the Client of the requirements established by legislation, such materiality determined in good faith by the Company;
- 15.1.11.** if the Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities;
- 15.1.12.** the accumulation of illicit profit;
- 15.1.13.** the Client and/or the Manager whose Strategy the Client has joined, has carried out trading:
  - which can be characterized as excessive without a legitimate intent, to profit from market movements;
  - while relying on price latency or arbitrage opportunities which can be considered as market abuse during Abnormal Market Conditions.

- 15.2.** 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:
- 15.2.1.** terminate this Agreement;
  - 15.2.2.** close out all or any of the Client's open positions in Derivative Financial Instruments at current Quotes;
  - 15.2.3.** debit the Client Account(s) for the amounts which are due to the Company;
  - 15.2.4.** close any or all of the Client Accounts held with the Company;
  - 15.2.5.** combine Client Accounts, consolidate the Balances in such Client Accounts and to set-off those Balances;
  - 15.2.6.** refuse to open new Client Accounts for the Client;
  - 15.2.7.** suspend or freeze Client's open positions in Derivative Financial Instruments;
  - 15.2.8.** sell Financial Instruments;
  - 15.2.9.** convert any currency;
  - 15.2.10.** terminate any other agreement(s) it has with the Client.
  - 15.2.11.** adjust the Client's trading account balance to remove illicit profit.

## **16. FORCE MAJEURE**

- 16.1.** The Company may, in its reasonable opinion, determine that a Force Majeure Event exists. A Force Majeure Event includes without limitation:
- 16.1.1.** any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs) which, in the Company's reasonable opinion, prevents the Company from maintaining an orderly market in one or more of the Financial Instruments;
  - 16.1.2.** 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;
  - 16.1.3.** Technical Problems of the Trading Platforms, and/or wrong pricing, and/or wrong calculations.
- 16.2.** In the event where the Client is affected by a Force Majeure, the Client shall without delay but not later than 3 (three) Business Days after commencement of such Force Majeure inform the Company in writing of the occurrence of such events and their consequences and shall undertake to take all possible measures to minimize the negative consequences caused by such an event. Upon cessation of the Force Majeure Event, the Client shall, without any delay but within 3 (three) Business Days of the date of cessation of such event, inform the Company in writing of the cessation of these events.

- 16.3.** Failure of the Client to notify the Company, shall deprive such party of the right to avoid bearing any liability for non-fulfilment or improper fulfilment of any obligations under this Agreement as a result of such event.
- 16.4.** Unless otherwise agreed in writing by both parties, a Force Majeure Event may operate to extend the term of this Agreement.
- 16.5.** Release of a party from liability for non-fulfilment or improper fulfilment of any unrealizable obligation under this Agreement due to occurrence of a Force Majeure Event shall not relieve such party from performance of other obligations that are not recognized by the parties as realizable under this Agreement.
- 16.6.** Neither of the parties shall bear any liability in the case of non-fulfillment or improper fulfilment of any obligations under this Agreement, where such non-fulfilment or improper fulfilment is caused exclusively by an event of uncontrollable force, including the acts of any authorities that prevent any party from proper fulfilment of its obligations.
- 16.7.** If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior Written Notice and at any time take any or all of the following steps:
  - 16.7.1.** change its costs, fees and Profit Share without notice;
  - 16.7.2.** suspend or freeze or close out any or all open positions in Derivative Financial Instruments at such prices as the Company considers in good faith to be appropriate;
  - 16.7.3.** suspend or freeze or close the Client's Account;
  - 16.7.4.** 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;
  - 16.7.5.** 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.
- 16.8.** Except as expressly provided in this Agreement, the Company shall not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

## **17. AMENDMENT OF THE AGREEMENT**

- 17.1.** The Client acknowledges that the Company has the right to modify the terms of the Agreement at any time. Any such amendments shall become effective with immediate effect or on the date specified in the notice.

## 18. VALUATION OF CLIENT'S INVESTMENT ACCOUNT

**18.1.** The Investment Account shall be valued on the following basis:

**18.1.1.** Financial Instruments, which are listed on any stock exchange shall be calculated on the basis of the closing offer price of the Instruments on the relevant date as published by the authorities of the relevant stock exchange or in any publication in which the said prices are published as the Company may choose on the relevant date of valuation or if the offer prices of the relevant Financial Instrument cannot be determined for any reason in this way, then they shall be calculated in accordance with the closing offer price of the relevant Financial Instrument as published by the authorities of the relevant stock exchange or in any publication in which the said prices are published as the Company may choose on the last date on which such publication has been made immediately prior to the relevant date of valuation.

**18.1.2.** Financial Instruments, which in the Company's opinion, cannot easily be realized, shall be calculated in accordance with such fair valuation as the Company may in each case determine; and gross dividends, distributions of cash, bonus shares or other bonus securities, rights issues, warrants and interest received from or in relation to investments of the Portfolio during any Annual Period or Monthly Period, as the case may be as well as any withdrawal of cash or investments from the Portfolio during any Annual Period or Monthly Period, as the case may be, as well as any withdrawal of cash or investments from the Portfolio during any Annual Period or Monthly Period, as the case may be, shall be taken into account in the valuation of the Portfolio and shall be added to the Final Value for the relevant Annual Period or Monthly Period, as the case may be.

**18.1.3.** Any monetary profits made from entering into CFDs shall be included in the valuation of the Portfolio after deducting the applicable Profit Share and Transaction Expenses.

**18.1.4.** The Value of the investment account is constantly changing based on the movement of underlying instruments, further deposits and withdrawals.

**18.2.** The Final Value of the Investment Account for the relevant Payout Interval, shall be determined after deduction of all outstanding Profit Share, fees and expenses, including third-party ones.

**18.3.** The Final Value of the Investment Account for the Payout period shall be compared with a benchmark that the Company shall select. The benchmark more accurately tracks the Clients assets and reflects each of the clients' investment objectives.

## 19. TERM, TERMINATION AND LIQUIDATION OF THE AGREEMENT

**19.1.** The Client can initiate his Account's liquidation (closure) by making a closure request in MyAlpari. All positions on Account must be closed.

The Company can initiate, when it believes is a proper time, a Client's Account liquidation, taking into consideration the pre-agreed Client's investment policy statement and the current circumstances of the markets at the given point in time. All open positions shall immediately be closed.

A request for the closure of a Client Account's can take up to 3 business days or otherwise agreed with the Company.

- 19.2.** Both Parties may terminate this Agreement with immediate effect by giving Written Notice to the other.
- 19.3.** Any such termination shall not affect any obligation which has already been incurred by either the Client or the Company in respect of any Open Position or any legal rights or obligations which may already have arisen under the Agreement or any Transactions and deposit/withdrawal operations made thereunder, any rights which have arisen, existing commitments or any contractual provision which were intended to remain in force after the termination.
- 19.4.** In the case of termination, the Client shall pay:
- 19.4.1.** Any pending Profit Share or Transaction Expenses and any other amount payable;
  - 19.4.2.** Any dealing expenses incurred by terminating this Agreement and charges incurred for transferring the Client's investments to another investment firm;
  - 19.4.3.** Any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
  - 19.4.4.** Any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
  - 19.4.5.** Any damages which arose during the arrangement or settlement of pending obligations.
- 19.5.** Upon Termination the Company reserves the right to keep Client's Financial Instruments and/or funds as necessary to pay any pending expenses of the Company or pay obligations of the Client under the Client Agreement.
- 19.6.** Upon Termination the Company reserves the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set-off those Balances.
- 19.7.** Upon Termination of this Agreement, the Company shall be entitled without prior notice to the Client to close the Client Account and/or convert any currency and/or suspend or freeze or close any open positions in Derivative Financial Instruments.
- 19.8.** Upon Termination if there is a positive Balance in favor of the Client's, the Company shall (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay or transfer any applicable Client Financial Instruments and/or Client money. Such Assets shall be delivered in accordance to the Client's instructions to the Client, but the Company has the right to refuse transfer of the Client Financial Instruments and/or Client money to a third party.
- 19.9.** The termination of the Agreement shall:
- 19.9.1.** not affect the rights or liabilities of either of the Company or the Client in respect of transactions already initiated, including all open contracts, and the Client shall be obliged to pay for such transactions initiated before notice of termination is received by the Company and a due proportion of any periodic payment for the services provided hereunder;
  - 19.9.2.** not prejudice any right of any person to all deposits and other sums held by such person and this Agreement shall continue to apply in respect of such transactions; and

- 19.9.3.** not terminate or affect any warranties and obligations which the Company or the Client hereto have made or have under this Agreement.

## **20. REPRESENTATIONS AND WARRANTIES**

**20.1.** The Client represents and warrants to the Company that:

- 20.1.1.** the information provided by the Client to the Company in the Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic;
- 20.1.2.** the Client has read and fully understood the terms of the Agreement including the information in the Appendices;
- 20.1.3.** the Client is duly authorized to enter into the Agreement and to perform its obligations hereunder;
- 20.1.4.** the Client acts as principal and not as an agent, representative, trustee or custodian of someone else (unless he has disclosed this fact to the Company);
- 20.1.5.** the Client is the individual who has completed the Application Form or, if the Client is a company, the person who has completed Application Form on the Client's behalf is duly authorized to do so;
- 20.1.6.** all actions performed under the Agreement shall not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is a resident or a subject, or any agreement by which the Client is bound or by which any of the Client's Assets are affected;
- 20.1.7.** the Client Financial Instruments and Client money are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- 20.1.8.** the documents handed over by the Client are valid and authentic;
- 20.1.9.** the Client has chosen the particular type of service and investment objectives, taking his total financial circumstances into consideration which he considers reasonable under such circumstances;
- 20.1.10.** the Client has declared in the Application Form if he is a Politically Exposed Person and shall notify the Company if at any stage during the course of this Agreement, he becomes a Politically Exposed Person.
- 20.1.11.** Entering into this Agreement by the Client does not and shall not contravene or constitute a default under, or cause to be exceeded, any of the following, namely:
- any law by which the Client or any of its assets is bound or affected;
  - rights of any third parties in respect of the Client or the Financial Instruments;
  - any agreement to which the Client is a party or by which any of its assets are bound;
- 20.1.12.** Without prejudice to the rights of the Company as set out herein, neither the Client nor any of his Authorized Representative / Attorney shall have any dealings in relation to or trade in any of the Financial Instruments or cash or any other property assets which he has delivered to or acquired through the Company,

- 20.1.13.** The Financial Instruments and other assets, including cash amounts, which the Client may deliver from time to time to the Company belong exclusively to the Client and are owned by him free from any right of lien, charge, pledge or any other encumbrance or claim by any third party, unless the Client has otherwise disclosed to the Company in writing.

## **21. ACKNOWLEDGEMENTS OF RISKS AND CONSENTS**

- 21.1.** The Client unreservedly acknowledges and accepts that, regardless of any information which may be offered by the Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.
- 21.2.** The Client declares that he has read and that he has understood and thus accepts without any reservation the following:
- 21.2.1.** The value of the Financial Instruments may decrease and the Client may receive less money than originally invested or the value of the Financial Instruments may present high fluctuations;
  - 21.2.2.** Information on past performance of a Financial Instrument does not guarantee the present and/or future performance. The use of historic data does not constitute a binding or safe forecast as to the corresponding future return of the Financial Instruments to which such data refers;
  - 21.2.3.** Some Financial Instruments may not become immediately liquid due to various reasons such as reduced demand, and the Company may not be in the position to sell them or easily obtain information on the value of such Financial Instruments or the extent of any related or inherent risk concerning such Financial Instruments;
  - 21.2.4.** When a Financial Instrument is negotiated in a currency other than the currency of the Client's country of residence, any changes in an exchange rate may have a negative effect on the Financial Instruments' value, price and performance;
  - 21.2.5.** A Financial Instrument in foreign markets may entail risks different than the usual risks in the markets at the Client's country of residence. In some cases, such risk may be higher. The prospect of profit or loss from Transactions in foreign markets is also influenced by the exchange rate fluctuations;
  - 21.2.6.** Rights and Warrants are rights to acquire shares or other Financial Instruments with or without the deposit of a specific amount to the issuer. If the Company does not exercise its right to acquire shares or other Financial Instruments during the period of exercise of the Rights or Warrants, then at the time of their expiry, the Rights and/or Warrants expire and have no value whatsoever;
  - 21.2.7.** The value of the Rights and/or Warrants is directly affected by the market price of the specific share or security. For example, a small change in the market price of the share or security may result in a significant change in the price of the Right and/or Warrant. Therefore, the value of the Rights and/or Warrants is extremely volatile;
  - 21.2.8.** In connection with any purchase, other acquisition, sale or other disposal for the protection of the value of Financial Instruments, a movement in exchange rates may have

separate effect favorable as well as unfavorable on the gain or loss otherwise experienced on the Financial Instrument.

- 21.3.** The Client acknowledges and accepts the risks outlined in the Risk acknowledgment and disclosure found at the [Policies and Regulation Section](#) of the Website (hereinafter the “Risk Disclosure”) and further acknowledges and accepts that there may be other risks which are not contained in this clause or in the Risk Disclosure.
- 21.4.** The Client acknowledges that no representations were made to him by or on behalf of the Company which have in any way incited or persuaded him to enter into the Agreement.
- 21.5.** The Client is entering into the present agreement at his own free will.
- 21.6.** The Client agrees and understands that:
  - 21.6.1.** When trading in Derivative Financial instruments (like CFDs) he shall not be entitled to delivery of, or be required to deliver, the Underlying Asset, nor ownership thereof or any other interest therein.
  - 21.6.2.** No interest shall be due on the money that the Company holds in his Client Account.
  - 21.6.3.** When trading in Derivative Financial instruments (like CFDs) this is done on the outcome of the price of an underlying asset (e.g. currency or metal or commodity etc.) and that trading does not occur on a Regulated Market but Over-The-Counter (OTC).
  - 21.6.4.** The Company is entitled to execute the Transactions outside the Regulated Markets and MTF.
- 21.7.** 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, Profit Share, this Agreement, Policies and information about the nature and risks of investments by posting such information on the Website.
- 21.8.** The Client consents to the Company contacting the Client, from time to time, for the purpose of administering the terms of the agreement and for marketing purposes.

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

- 22.1.** Nothing in the Agreement shall exclude or restrict any obligation or liability which the Company may have or owe to the Client under Applicable Regulations, nor any liability which the Company may incur under the Law or Applicable Regulations in respect of a breach of any such obligation, nor shall anything in the Agreement require the Client to indemnify or compensate the Company to any extent prohibited by Applicable Regulations.
- 22.2.** The Company shall conclude Transactions in good faith and with due diligence but shall not be held liable for any omission, deliberate omission or fraud by a Manager and/or any person, firm or company from whom the Company receives instructions for the execution of the Client’s Orders and/or from which Transactions are carried out on behalf of the Client, unless to the extent where this would be the result of gross negligence, willful default or fraud on the part of the Company.
- 22.3.** The Company shall not be held liable for any loss of opportunity as a result of which the value of the Client’s Financial Instruments could increase or for any reduction in the value of the Client’s Financial Instruments, regardless of how such decrease may arise, unless to the extent that such

loss or reduction is directly due to gross negligence, willful default or fraud by the Company or its employees.

- 22.4.** If the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to the disposal of the Client's Financial Instruments in view of the satisfaction of any claims made by the Company or due to the non-fulfillment of any of the Client's statements and/or Orders and/or instructions contained in the Agreement it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such.
- 22.5.** The Company shall not be held liable for the loss on the Client, including the cases where the Client's funds are kept by a third party such as a bank or other institution used as a payment provider, or for an act, which was carried out based on inaccurate information at its disposal prior to being informed by the Client, of any change in the said information.
- 22.6.** The Company shall not be liable for any loss or expense incurred by the Client in connection with, or directly or indirectly arising from but not limited to:
  - 22.6.1.** any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control;
  - 22.6.2.** the acts, omissions or negligence of any third party;
  - 22.6.3.** any changes in the rates of tax;
  - 22.6.4.** in the event the Company provides news, market commentary, recommendations, information relating to Transactions or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise) and the Client suffers any losses, costs, expenses or damages arising from any inaccuracy or mistake in any such information given;
  - 22.6.5.** currency risk;
  - 22.6.6.** the Client's choice of a Manager.
- 22.7.** The Company shall in no circumstances be liable to the Client for any consequential special or indirect losses, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs, expenses or damages the Client may suffer in relation to the Agreement.

## **23. SEVERABILITY**

- 23.1.** If any term of the Agreement (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement, but the enforceability of the remainder of Agreement shall not be affected.

## **24. ON – EXERCISE OF RIGHTS**

- 24.1.** No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by the Company shall constitute a waiver by the Company of, or impair or

preclude any exercise or further exercise of, that or any other right, power or remedy arising under the Agreement or at law.

- 24.2.** Any liability of the Client to the Company under the Agreement may in whole or in part be released, compounded, compromised or postponed by the Company in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by the Company of a breach of any of the terms of the Agreement or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by the Company of a breach of any of the terms of the Agreement or a default under these terms shall not prevent the Company from subsequently requiring compliance with the waived obligation.

## **25. ASSIGNMENT**

- 25.1.** The Company may assign the benefit and burden of the Agreement to a third party in whole or in part, provided that such assignee agrees to abide by the terms of the Agreement.
- 25.2.** The Client may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Client's rights or obligations under the Agreement without prior written consent of the Company and any purported assignment, charge or transfer in violation of this term shall be void.

## **26. COMPLAINTS**

- 26.1.** The Company has put in place internal procedures for handling complaints fairly and promptly. Any complaint must be made in writing giving all relevant details. The Client may notify complaints to the Company regarding the failure to fulfil or the improper fulfilment of any obligations related to trading operations on the Client Account, in writing together with all details and supporting documents.
- 26.2.** The Procedure for Dispute Resolution is outlined in the Client Agreement concluded between the Client and the Company and Complaints Handling Policy of the Company available to all Clients in Policies and Regulation Section.

## **27. GOVERNING LAW AND JURISDICTION**

- 27.1.** This Agreement shall be governed by and construed in accordance with the laws and regulations of Mauritius and the FSC.
- 27.2.** With respect to any proceedings, the Client irrevocably:
- 27.2.1.** agrees that the courts of Mauritius shall have exclusive jurisdiction to determine any proceedings;
  - 27.2.2.** submits to the jurisdiction of Mauritius courts;
  - 27.2.3.** waives any objection which the Client may have at any time to the bringing of any proceedings in any such court; and
  - 27.2.4.** agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Client.

## **28. REGULATORY PROVISIONS**

- 28.1.** Notwithstanding any other provision of this Agreement, in providing Services to the Client the Company shall be entitled take or omit to take any measures which it considers desirable in view of compliance with the Laws and Regulations in force at the time. Any such measures as may be taken and all the Laws and Regulations in force shall be binding for the Client.
- 28.2.** All Transactions on behalf of the Client shall be subject to the laws which govern the establishment and operation of Investment Firms, the regulations, arrangements, directives, circulars and customs of the Regulator of the Company and any other authorities which govern the operation of the Company.
- 28.3.** The Company is authorized to disclose information relating to the Client and/or his Transactions to its Regulator and other regulatory bodies as required by law.
- 28.4.** Under Applicable Regulations, the Company shall keep Client records for at least seven years after termination of the Client Agreement.

## **29. GENERAL PROVISIONS**

- 29.1.** The Client shall take all reasonably necessary measures (including, without prejudice to the generality of the above, the execution of all necessary documents) so that the Company may duly fulfill its obligations under the Agreement.
- 29.2.** The Company may at its discretion proceed to freeze the account of the Client if it considers that documents received are not adequate and the Client fails to provide the documents within the deadlines advised by the Company. In this case the account of the Client shall be charged a handling fee of \$5 per month or the balance of the account whichever lower until the Client provides the Company with the missing information.
- 29.3.** 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 instruction or notice 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.
- 29.4.** The rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 29.5.** Nothing in the Agreement shall prevent the Company from acting as an investment manager or to provide any other Client with the investment services.
- 29.6.** The Company may at its discretion proceed to freeze the Investment Account if it considers that documents received are not adequate and the Investor fails to provide the documents within the deadlines advised by the Company. In this case the account of the Investor shall be charged a handling fee of \$5 per month or the balance of the account whichever lower until the Investor provides the Company with the missing information.

- 29.7.** Please bear in mind, that the Company may at its sole discretion change within the hour before the close of the trading session on every Friday, the Stop Out and Margin Call levels from 50% to 100% and from 80% to 130% respectively, for all ECN MT4 accounts. Moreover, kindly note that the Company may extend these amendments for as long as it deems necessary after the market opening, by providing the Client with prior written notice.

## **30. CLIENT DECLARATION**

**30.1.** The Client solemnly declares that:

- 30.1.1.** has carefully read and fully understood the entire text of the above terms and conditions Agreement with which the Client fully and unreservedly agrees;
- 30.1.2.** has read and went through all information provided on the internet regarding the Company, its services offered, relevant Profit Share, fees and costs, general risk disclosure, client categorization, summary conflict of interest's policy, order execution policy for CFDs, general risk disclosure and risk disclosure on CFDs and has found all relevant information up to standards.
- 30.1.3.** consents and agrees to direct advertising through cold calling, either by phone or personal representation, automatic calls, email or other phone, electronic or digital means by the Company.
- 30.1.4.** is over 18 and to the best of his knowledge and belief, the information provided to the Company, and any other documentation supplied is correct, complete and not misleading and he shall inform the Company of any changes to the details or information.
- 30.1.5.** has chosen and shall choose the investment amount, taking his total financial circumstances into consideration which he considers reasonable under such circumstances.

## **31. CORPORATE ACTIONS REGARDING CFDS ON EQUITIES/INDICES**

- 31.1.** While trading CFDs on Shares and Spot Indices, please consider that the Company may apply reasonable measures in order to reflect the Corporate Actions of the underlying assets. This can include but is not limited to: Splits / Reverse Splits, Dividends Payments, Rights Issues, Mergers or Acquisitions etc.
- 31.2.** Please also note that it is the Client's sole responsibility to be aware if an upcoming corporate event is approaching that may affect the underlying securities. The Company might charge the costs associated with the underline corporate actions, depending on Clients position direction (Buy/Sell), without notice as this has been applied directly by our Liquidity Providers to the Company.
- 31.3.** In relation to a dividend adjustment to be applied to the Client's account, the Client must hold an open trade at the close of the trading session on the Business Day before the ex-dividend date.

## Appendix 1: Functionalities of the Investment Account

1. Initial Minimum Deposit: As soon as the Client meets the Minimum Deposit level, the system automatically starts following the Investment Strategy. i.e. new order or orders shall be executed if the Investment Strategy has open positions at current market prices. This is resume case/action.
2. Redeposit/Withdrawal: When a client submits a redeposit/withdrawal request, where the Investment Account has open positions, the system pauses the Investment Account, executes the redeposit/withdrawal request and then resumes trading, at current market prices.
3. All requests in relation to opening or closing orders on the investment account (i.e. pausing, closing, or enabling safety mode on the account) shall be processed and executed during the trading hours of all the trading instruments in the investment account. Any request to change the protection level shall be processed immediately but shall be executed during the trading hours of all the traded instruments in the investment account."
4. Safety mode: When a client activates "Safety mode" the system initially pauses the Investment Account and then resumes the Investment Account with a new coefficient in order to decrease exposure to risk.
5. During the time of Payout interval, the Investment Account is paused, the system calculates and withdraws the Profit Share for the Manager, if any, and then resumes trading on the Investment Account.

When a client opens an Investment Account, the system automatically sets the protection level at 50%. Before or after the initial minimum deposit, the Client has the ability to:

- a) Adjust (increase/decrease) the Protection level according to his preference.
- b) Choose to only receive an email notification when the specified Protection level is reached, without pausing the account.

When the initial minimum deposit is made, the system takes the current Protection level percentage and calculates the actual value of the Protection level based on the initial minimum deposit. In a case of redeposit or withdrawal protection level is adjusted according the protection level % based on the updated equity after the redeposit or withdrawal.

6. When the Protection level is reached, the system, based on the Client's preference shall pause the Investment Account and send an email notification to the Client, or shall only send an email notification without pausing the Investment Account. Based on the current market conditions, the client's equity can drop below the Protection level. In case the investment account is paused, the system re-calculates the new protection level based on the actual value and the percentage of the Protection level remains the same. The new protection level will be in place as soon as the investor resume the investment account.
7. The Investment Account shall have the same terms and conditions as the Strategy Manager Account that is followed by the Investor Account. The Strategy Manager can be registered under another brand and/or by another company and in case of any complaint the Client shall follow standard Complaints Management Policy.
8. Investment Strategy Termination:

When the Manager withdraws all the funds from his/her Manager's Account, all Investment Accounts following the Manager shall be closed as well.

When a Manager is inactive for 90 calendar days all Investment Accounts following the Manager shall be closed.

Investment account is closed automatically if it is paused for 90 days with 5 calendar days prior email notification before closing.

9. The system can automatically pause an Investment Account

In the case that it cannot follow the Investment Strategy due to:

- a. The calculated volume to be executed on the Investment Account cannot be fulfilled given that it does not meet the minimum volume requirements. The minimum volume requirement for the execution of trades is 0.0001 lots. Equity of investment account is 100 times less than the manager account;
  - b. Extreme volatility or other technical issue;
  - c. The Free Margin available in the Investment Account is not sufficient to open a new position.
10. The Free Margin available in the Investment Account is not sufficient to open a new position. In case the equity of the investment account is 100 time less than the manager account then investor will receive and email that will indicate how much additional funds the investor should follow in order to be able to follow that manager account.
11. The following Formula is used for calculating Volume of Investment Account:

$$V_i = V_m * R * K$$

$V_i$  = Volume of Investment Account

$V_m$  = Volume of Strategy Account

$R$  = **Relationship between the Investment Account's and the Investment Strategy's equities**

$K$  = Coefficient of following between the Investment Account and the Investment Strategy. It can be 1 or 0.5.

When following an Investment Strategy, the coefficient might be slightly less in order to protect the Investment Account of the Client.