



## **Customer Agreement**

Geneva Global LTD  
1221 Bahnhofstrasse, 8001 Zurich, Switzerland  
[info@geneva-global.com](mailto:info@geneva-global.com)

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This is a legal contract between Geneva Global LTD, hereinafter referred to as the Company. This document, together with our AML and KYC Policy, Refund and Return Policy, Privacy Policy and Risk Disclosure, represents the terms with which company will do business with Customer. This document sets out the respective rights and obligations of both parties in connection with this service and both parties will accept and be bound by these terms on acceptance of the terms contained herein and on completion of the application form by Customer.

In connection with opening an account with company to speculate in, and/or purchase, and/or sell, Forex, Contracts for Differences (hereinafter referred to as "CFDs"), in commodities, metals, currencies and indices, and the receipt of such other services and products as Company may, in its sole discretion, determine to offer from time to time in the future, Customer acknowledges that it has been advised and understands the following factors concerning trading in the over the counter market ("OTC"), in addition to those contained in the Risk Disclosure Statement which has been provided to Customer. We trade contracts for differences ("CFD") transactions in OTC.

In consideration of Company agreeing to provide services to "Customer", "client" or "you" in connection with the purchase of Forex and CFDs, in commodities, currencies, metals and indices and the receipt of such other services and products as Company may, in its sole discretion, determine to offer from time to time in the future and which may be purchased or sold by or through Company for Customer's accounts(s), Customer agrees that the following rights and obligations will govern the relationship between Company and Customer.

## **IMPORTANT NOTICES**

OTC trading means that trading does not take place on a regulated exchange. There are no guarantees as to the credit worthiness of the counter party of your Forex, CFDs position. Also, there may be certain cases in which trading liquidity decreases, causing Forex, CFDs in commodities, currencies, metals and indices to cease, thereby preventing the liquidation of an adverse position which may result in a substantial financial loss.

Company does not provide investment advice. The market recommendations, signals, information provided by and/or distributed by Company are general in nature and based solely on the judgment of Company's personnel or from third party information providers. These market recommendations may or may not be consistent with the market position or intentions of Company, its affiliates, and/or employees. The market recommendations and information provided by Company are based upon information believed to be reliable, but Company cannot and does not guarantee the accuracy or completeness thereof or represent that following such recommendations will eliminate the risk inherent in trading Forex, CFDs. Any market recommendations of or information provided by, Company does not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell any OTC transaction. Customer understands and hereby agrees that Customer is capable of, and solely responsible for, assessing the merits and risks of any trade it may enter into with Company.

Customer understands that Company does not permit its Customer representatives to either exercise discretion or manage an OTC account. If Customer's account is not being traded with Customer's authorization, Customer must notify Company immediately, otherwise the company reserves the right to cancel this trade, and close the customer's account.

Company's margin policies and/or the policies of those banks/clearing hedge funds houses through which trades are executed may require that additional funds be provided to properly margin Customer's account and Customer is obligated to immediately meet such margin requirements. Failure to meet margin calls may result in the liquidation of any open positions with a resultant loss. Company reserves the right to refuse to accept any order, or close a losing trade that would support margin requirements.

Customer understands that it must carefully review the reports relating to Customer's trading posted online by Company. All reports of execution and statements of accounts will be deemed final unless customer objects within two business days of being posted. Objections may be made initially by email, but must be confirmed thereafter in writing.

Customer understands that Company may establish rules and provisions for client accounts, including but not limited to minimum account size, investment time period, commissions and fees, leverage size per instrument, mark ups, rules relating to stop losses and limits, rules relating to rollovers, rules relating to margin calls, or any other financial arrangement, and that such rules and provisions may be changed by Company from time to time.

Customer has read and understands the Customer's obligations and rights under this Customer Agreement and agrees and acknowledges that this Customer Agreement, AML and KYC Policy, Privacy Policy, Refund and Return Policy and Risk Disclosure will comprise the terms of the Customer's relationship with Company. The Customer agrees that Customer is fully responsible for making all decisions as to transactions effected for Customer's account. Customer has considered the foregoing factors and in view of Customer's present and anticipated financial resources, Customer is willing and able to assume the substantial financial risks of OTC trading.

**IT IS THE CUSTOMER'S RESPONSIBILITY TO FIND OUT ALL NECESSARY INFORMATION ABOUT TRADING IN FOREX, CFDs, COMPANY TERMS AND CONDITIONS AND MAKE SURE THAT ALL RISKS AND ARRANGEMENTS ARE DISCUSSED AND CLEARLY UNDERSTOOD PRIOR TO ANY TRADING ACTIVITY.**

## **1. TERMS AND HEADINGS**

1.1 "Company" shall, where the context so permits or requires, be deemed to mean Geneva Global LTD, its subsidiaries and affiliates and their successors and assigns;

1.2 "Customer" shall mean the party (or parties) who have agreed to be bound by the terms of this Agreement;

1.3 "Agreement" shall include this agreement and all other agreements and authorizations executed by Customer in connection with the maintenance of Customer's account with Company.

The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

## **2. INFORMATION ABOUT COMPANY**

2.1 Company is trading as "Geneva Global LTD"

2.2 Geneva Global LTD is a registered company in the Switzerland.

## **3. CATEGORISATION**

3.1 It is our policy to treat all of our clients as retail clients irrespective of the existence of any categorizations in the client's country of residence.

## **4. COMMUNICATION**

4.1 The principal method of communication between Company and Customer will be electronically via Company's website and on-line trading platforms.

4.2 Information regarding orders placed and executed will be addressed personally to Customer through a customer specific account.

4.3 However, certain information will be provided generally on our website, such as general market recommendations and Customer hereby consents to receiving information not addressed personally to customer in that form.

4.4 Customer may also place orders via the phone with our dealing room. In the course of our dealings with you, you may place orders with us via our on-line trading platform in the languages which are posted on our website, which is updated with additional languages from time to time.

4.5 Where orders are placed by phone via the dealing room you may communicate with us in any one of the languages which are listed on the website.

4.6 All written communications from us to you will be in the language used to register your account via our website.

## **5. AUTHORISATION TO TRADE**

5.1 Company is authorised to enter into Forex, CFDs contracts on an over-the-counter basis with Customer in accordance with Customer's oral or written or computer instructions, subject to the terms of this Agreement and all annexes hereto.

5.2 On completion of the application form by Customer the client the possibility of creating a secret password to be used together with the user name chosen by Client.

5.3 Company's security systems are designed to ensure that any information provided to and from Customer is securely transmitted. Customer is obligated to keep passwords secret and is solely responsible for ensuring that third parties do not obtain access to the password or Company's trading facilities.

5.4 Customer agrees to be exclusively responsible for any instruction received electronically that is identified with Customer's password and account number and for any electronic, oral and written instruction to Company from persons Company in its sole judgment, believes are apparently authorized by Customer.

## **6. APPROPRIATENESS OF TRADING**

6.1 Although Company issues general market recommendations, these should not be construed as personal recommendations or advice to trade with Company. As such we are under no obligation to assess the suitability or otherwise of the Customer trading Forex, CFDs with Company. All trades entered into by Customer represent an independent decision by the Customer to trade with Company.

## **7. GOVERNMENTAL COUNTER PARTY INSTITUTION AND INTERBANKING SYSTEM RULES**

7.1 All transactions under this Agreement shall be made in accordance with usage, rulings and interpretations of the counter party institution or other interbank market (and its clearing organization, if any) and with all applicable laws and regulations.

7.2 If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, or a contract market or clearing organization which shall be binding upon Company and shall affect in any manner or be inconsistent with any of the provisions hereof, the affected provisions of this Agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect.

7.3 Customer acknowledges that all transactions under this Agreement are subject to the aforementioned regulatory requirements and Customer shall not thereby be given any independent legal or contractual rights with respect to such requirements.

## 8. MARGINS AND DEPOSIT REQUIREMENTS

8.1 Customer shall provide to and maintain with Company margin in such amounts and in such forms as Company, in its sole discretion, may require.

8.2 Such margin requirements may be greater or less than margins required by those banks or brokers with which trades are executed.

8.3 Orders must be placed allowing sufficient time to execute and to calculate margin requirements.

8.4 Profits deriving from a transaction shall be added to Customer's account as additional margin, as long as the transaction is open, and upon the closing of the transaction, as an addition to the available balance for withdrawal.

8.5 Losses deriving from a transaction shall be deducted from Customer's account.

8.6 If the client in the process of cooperation fixes a loss of more than 10% of the Balance, thereby abusing and neglecting the work with the bonus system and jointly generated profits, the company has the right to oblige the client to compensate the equivalent, equal to the closed loss.

The client undertakes to recover these losses within a calendar month (30 days).

Upon expiration of this period, any withdrawals from the account will be governed by clause 9 of the Client agreement.

8.7 On every deposits we will ask our traders to send us for the following documents in order to validate your account, within fourteen days.

- Proof of Identification. A color copy of a valid passport, driver's license or identity card. The document must be valid and contain customer's full name. (This action is done only after the first account top up)
- Utility bill: A recent utility bill (electricity, landline phone, water, gas) or bank statement dated within the last 3 months, confirming your registered address. Ensure that your name, address, issue date and the name of the company issuing the bill/statement is clearly visible and in full page scan. \*Make sure with every deposit, previously uploaded UB is still valid (not older than 3 months).
- A copy of the back & front sides of each credit card used to make deposits in the trading account(s). The name, expire date, first six and last four 6 digit and signature on the back must be clearly visible.
- Declaration of deposit has to include the exact name of the client (as in his ID), the details of the card used for a deposit (name of the cardholder, first six and last four digit, expiration date, ), the amount of deposit with currency, exact date of deposit, and signature.
- You will need to send us this information for every card you use to make deposit

Payment cards per user: cardholder must always be the same as the person on the registered ID

The company reserves the right to request additional documents, if required.

In case these documents were not provided in due time and in full the above amount, the company reserves the right to block the customer account before providing the necessary documents.

## **9. BONUSES, BORROWED FUNDS OR CREDIT FUNDS**

9.1 Company may elect to grant a benefit to Customer by depositing bonus amounts in Customer's trading account, subject to certain terms and conditions as shall be determined by Company, at its sole discretion. Any bonuses, promotions and benefits that are provided by Geneva Global LTD or any trading account are held under the Company's terms and conditions and can be viewed there for more details.

Should Geneva Global LTD under any circumstance suspect any wrong doing or deception, Geneva Global LTD reserves the right to cancel bonuses, promotions or benefits that have been provided or are supposed to be provided to the specified trading account. The decision whether to offer a bonus to a prospective/potential client is clearly and indisputably at Geneva Global LTD absolute and unreserved discretion.

In order to be eligible to withdraw your bonus or profit from bonuses, you must execute a minimum trading volume of \$10,000 for every 1 bonus dollar (\$1). For example: if you receive a bonus of \$100, you will need to have a minimum trading volume of \$1,000,000 in order to be able to withdraw your bonus.

Your trading volume will start counting towards the trading volume requirement for bonus withdrawal from the date you receive the bonus.

Geneva Global LTD does not wish to restrict your account during the period in which you have not met trading volume requirements related to your bonus. Thus it should be noted that if you request a withdrawal during this period, the full bonus amount, including profits generated from the said bonus, will be forfeited. In such a case, the bonus amount will be deducted from your remaining account balance. You will then be able to manage the remaining balance in your account freely.

The acceptance to the reception of the bonus and its insertion to your account, binds the client to the bonus's terms and conditions above and hereinafter. After the bonus is injected to the client's account, it cannot be retracted and/or removed under any circumstances.

By accepting this Terms & Conditions the Client agrees that all bonuses that the Company have been ever provided to the Client or shall provide in future should be used by Client in trading volume (lots). When the Client trades on bonuses Geneva Global LTD reserves the right to get spreads, swaps and other fees.

The Client is not allowed to withdraw neither bonuses nor amount from his personal account before the Company gets all spreads, swaps and other fees. Each dollar which was provided to Client shall be 10.000 dollars of trade volume.

The volume is calculated from all amount of costs which have been accrued within all period of work with the Company.

Bonuses - real means provided to trader by Geneva Global LTD for actual trading. Bonuses may be withdrawn only under certain conditions. It can be used not only as a tool for increasing of trade volumes, but also as an opportunity to boost the free margin that provides significant protection during unexpected drawdown of the account.

9.2 If Company suspects or has reason to believe that Customer has attempted fraudulent activity in order to claim a bonus, or any other promotion, Company reserves the right to:

- Cancel or reject the bonus promotion, and any related Trading Agent bonus, at its sole discretion
- To terminate Customer's access to services provided by Company and/or terminate the contract between Company and the Customer for the provision of services,
- To block Customer's Account(s) and to arrange for the transfer of any unused balance to Customer.

9.3 If Company suspects or has reason to believe that Customer has abused the terms and conditions of a bonus offer by hedging positions internally (using other trading accounts held with Company) or externally (using other trading accounts held with other brokers), Company reserves the right to cancel bonuses, and any trades or profits associated with Customer's account(s).

9.4 The client has the right to apply to the Company to obtain borrowed funds or credit funds. This application may be submitted in writing, or confirmed during a telephone conversation, which will be recorded. These funds can be allocated both by the Company and its partners (Bank or Hedge Funds). Upon receipt of these funds, the client undertakes to repay them within the prescribed period, which will be agreed with him. The repayment is made by depositing the account from the client to the same amount that he received. Borrowed funds and credit funds cannot be withdrawn, as they are intended to improve the margin level on client's account. After the client has fully repaid its debt, the borrowed or credit funds will be withdrawn from the account in accordance with clause 35.

The fact of crediting the borrowed funds for the client is the increase in funds on the client's Equity in the Utip platform, and is displayed in the history of the account on Utip platform.

If the client does not return the funds within the specified period, the company at its discretion may:

- In case of violation of the terms of for the return of the loan, the Company have the right to charge a daily penalty of 1% of the amount of debt, starting from the first day of its formation.



- Upon expiration of 20 working days from the date of formation of the debt, the Company have the right to withdraw the borrower's account as a security for the fulfillment of the loan terms, and also to prepare documents for the appeal to court for debt collection

9.5 Bonus promotions may be restricted in certain jurisdictions.

9.6 Company reserves the right to cancel or reject bonus promotions at its sole discretion.

## **10. CUSTOMER ASSETS**

10.1 Interest is not payable by Company on client funds deposited by Customer.

10.2 All funds, securities, currencies, and other property of Customer which Company or its affiliates may at any time be carrying for Customer (either individually, jointly with others, or as a guarantor of the account of any other person,) or which may at any time be in its possession or control or carried on its books for any purpose, including safekeeping, are to be held by Company as security and subject to a general lien and right of set-off for liabilities of Customer to Company whether or not Company has made advances in connection with such securities, commodities, currencies or other property, and irrespective of the number of accounts Customer may have with Company.

10.3 Company shall at no time be required to deliver to Customer the identical property delivered to or purchased by Company for any account of Customer.

10.4 Any failure by Company to enforce its rights hereunder shall not be deemed a future waiver of such rights by Company.

10.5 Company is irrevocably appointed as attorney in-fact for Customer and is authorized, without notice to Customer, to execute and deliver any documents, give any notice and to take any actions on behalf of Customer, including the execution, delivery and filing of financing statements, that Company deems necessary or desirable to evidence or to protect Company's interest with respect to any collateral.

10.6 In the event that the collateral deemed acceptable to Company is at any time insufficient to satisfy Customer's indebtedness or other obligations to Company, including obligations to provide margin hereunder, Customer shall promptly pay upon demand the entire amount of such deficit.

10.7 Customers trading on the company platform agree to the transfer of full ownership of funds to Company for the purpose of securing or otherwise covering a required margin and as such the required margin will no longer be treated as belonging to the Customer. Company will deposit the required margin as collateral with its liquidity provider(s). These funds will not be registered in the customer's name. Funds deposited by the Customer in excess of the required margin will be treated as client funds in accordance with the Client Asset.

## **11. CONFLICTS OF INTEREST**

11.1 Company is required to maintain and operate effective organisational and administrative controls to take all reasonable steps to identify, manage, disclose and record conflicts of interest. In order to achieve this Company has established and implemented a Conflicts of Interest policy.

11.2 Where arrangements made by Company to manage conflicts of interest are insufficient to ensure, with reasonable confidence, that risks of damage to client interests will be prevented, Company shall clearly disclose to the client the general nature and the sources of the conflicts of interest before undertaking business on the client's behalf.

## **12. COMPLAINTS**

12.1 In the event that you are dissatisfied with the service provided by Company, we will deal with your complaint internally and will endeavour to come to a satisfactory solution promptly.

12.2 All complaints should be directed to [info@geneva-global.com](mailto:info@geneva-global.com)

## **13. LIQUIDATION OF ACCOUNTS AND PAYMENT OF DEFICIT BALANCES**

13.1 In the event of (a) the death or judicial declaration of incompetence of Customer; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) the filing of an attachment against any of Customer's accounts carried by Company, (d) insufficient margin, or Company's determination that any collateral deposited to protect one or more accounts of Customer is inadequate, regardless of current market quotations, to secure the account; (e) Customer's failure to provide us with any information requested pursuant to this agreement or any applicable law; or (f) any abuse of trading practices, manipulations and/or fraud by Customer or any other person authorized to use the account; or (g) any other circumstances or developments that we deem appropriate for its protection, and in Company's sole discretion, it may take one or more, or any portion of, the following actions:

- Satisfy any obligation Customer may have to us, either directly or by way of guaranty of suretyship, out of any of Customer's funds or property in Company's custody or control;
- Sell any or purchase any or all Currency contracts, securities held or carried for Customer; and
- Cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Customer.

13.2 Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Customer's or held jointly with others.

13.3 Prior demand or notice of sale or purchase shall not be considered a waiver of Company's right to sell or buy at any time in the future without demand or notice as provided above.

13.4 In liquidation of Customer's long or short positions, Company may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a hedge which in Company's sole judgment may be advisable to protect or reduce existing positions in Customer's account.

13.5 Any sales or purchases hereunder may be made according to Company's judgment and at its discretion with any interbank or other exchange market where such business is then usually transacted or at a public auction or private sale, and Company may purchase the whole or any part thereof free from any right of redemption.

13.6 For Customer's protection, Equity or Net Liquidation Value of the Customer's trading account drops below the Minimum Margin Requirement, all of Customer's open transactions shall be automatically closed, whether at a loss or a profit.

13.7 If the amount in Customer's trading account is less than zero, Customer shall promptly notify Company and Company shall nullify the account.

13.8 Neither Company nor any of its subsidiaries, affiliates or agents shall be responsible for any loss or damage caused due to closing of positions in accordance with the above.

13.9 Customer shall at all times be liable for the payment of any deficit balance of Customer upon demand by Company and in all cases, Customer shall be liable for any deficiency remaining in Customer's account(s) in the event of the liquidation thereof in whole or in part by Company or by Customer.

13.10 In the event the proceeds realized pursuant to this authorization are insufficient for the payment of all liabilities of Customer due to Company, Customer shall promptly pay upon demand, the deficit and all unpaid liabilities, together with interest thereon equal to three (3) percentage points above the then prevailing prime rate at Company's principal bank or the maximum interest rate allowed by law, whichever is lower, and all costs of collection, including attorney's fees, witness fees, travel expenses and the like.

13.11 In the event Company incurs expenses other than for the collection of deficits, with respect to any of the account(s) of Customer, Customer agrees to pay such expenses.

#### **14. FEES/CHARGES**

14.2 Customer is aware that a part of Company's revenues derives from the spread on each transaction. The spread is the difference between the bid & the ask price of the price quote on a transaction.

14.3 Where a customer requests a specific fee structure, a commission may be payable by Customer to open and close Forex, CFDs positions. Such commission payable will be

debited from Customer's account at the same time as Company opens or closes the relevant Forex, CFDs.

14.4 We may also charge for incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees.

14.5 In certain circumstances additional fees may include such things as statement charges, order cancellation charges, account transfer charges, telephone order charges or fees imposed by any interbank agency, bank, contract, market or other regulatory or self-regulatory organizations arising out of Company's provision of services hereunder.

14.6 Customer may incur additional fees for the purchase of optional, value added services we offer.

#### 14.7 ROLLOVERS, OVERNIGHT INTEREST:

14.7.1 A daily financing charge may apply to each Forex, CFDs open position at the closing of Company's trading day.

14.7.2 If such financing charge is applicable, it will either be requested to be paid by Customer directly to Company or it will be paid by Company to Customer, depending on the type of Forex, CFDs and the nature of the position Customer holds.

14.7.3 The method of calculation of the financing charge varies according to the type of Forex, CFDs to which it applies. Moreover, the amount of the financing charge will vary as it is linked to current interest rates.

14.7.4 The financing charge will be credited or debited (as appropriate) to Customer's account on the next trading day following the day to which it relates.

14.7.5 Company reserves the right to change the method of calculating the financing charge, the financing rates and/or the types of Forex, CFDs to which the financing charge applies.

14.7.6 For certain types of Forex, CFDs, a commission is payable by Customer to open and close Forex, CFDs positions. Such commission payable will be debited from Customer's account at the same time as Company opens or closes the relevant Forex, CFDs.

14.7.7 Trades in CFDs are linked to the market price of a certain base asset, including the market price of future contracts. A few days prior to the expiration date of the base asset to which the CFD is linked, the base asset shall be replaced with another asset, and the quotation of the CFD shall change accordingly.

14.7.8 CFD does not have an expiration date.

14.7.9 Trades in CFDs are continuous and the base assets to which they are linked vary from time to time.

14.7.10 Company reserves the right to determine the base asset to which CFD is linked, the date of replacement of the base asset, and the replacement conditions.

14.7.11 Following the replacement of the base asset, the quotation of the CFDs shall be adjusted, and the Customer's account shall be credited or debited, as applicable, in accordance with the difference in quotations created due to the replacement of the base asset.

14.7.12 The difference in quotations between the base assets is affected by the difference in rates between selling and buying of such assets in the market, and therefore the revaluation of selling and buying transactions shall be in different values.

14.7.13 Customers will incur costs in relation to the Spread Cost in closing the Old contract and Opening the New Contract and a Standard Overnight Interest charge.

14.7.14 In most cases, the debits shall be higher than credits.

14.7.15 Any open transaction held by Customer at the end of the trading day as determined by Company or over the weekend, shall automatically be rolled over to the next business day so as to avoid an automatic close and physical settlement of the transaction.

14.7.16 Customer acknowledges that when rolling over such transactions to the next business day, overnight interest may be either added or subtracted from Customer's account with respect to such transaction.

14.7.17 The overnight interest amount shall be determined by Company from time to time, in Company's absolute discretion.

14.7.18 Customer hereby authorizes Company to add or subtract the overnight interest to or from Customer's account for any open transaction that have accrued overnight interest, in accordance with the applicable rate thereto, each day at the time of collection specified on the trading platform for each individual instrument, as applicable.

## **15. COMMUNICATIONS, STATEMENTS AND CONFIRMATIONS**

15.1 Reports, statements, notices, trade confirmations, and any other communications will be posted online and may be transmitted to such address as Customer may from time to time designate in a written or electronic communication to Company.

15.2 Customer is responsible for alerting Company to any change in its e-mail address.

15.3 Communications are deemed received when made available to Customer by Company, regardless of whether Customer actually accessed the statement.

15.4 Customer will be able to generate daily, monthly and annual account statements detailing transaction activity, profit and loss statements, open positions, margin balances,

account credits and debits, bonuses, credit funds, and funds accrued to the client from financial companies.

15.5 Reports of the confirmation of orders and statements of accounts for Customer posted online by Company shall be deemed correct and shall be conclusive and binding upon Customer if not objected to within two business days of the posting online.

15.6 Objections may be made initially by email, but must be confirmed thereafter in writing.

15.7 If Customer becomes aware of an error with respect to any report or statement, such as amounts erroneously credited to Customer, Customer shall immediately inform Company and is responsible to return such amount to Company, and if Company becomes aware of such occurrence, Company is expressly authorized to correct such error by correcting such report or statement, and, if applicable, treating this as a Deficit Balance. And also has the right to cancel the trades involving these amounts and subsequently adjust the customer's account.

15.8 Customer declares that by providing its registration data to Company it hereby consents to, Company, its subsidiaries, affiliates and agents sending, and Customer receiving, by means of telephone, facsimile, SMS or e-mail, communications containing content of a commercial nature relating to Customer's use of the trading platform, including information and offers from Company or third parties that Company believes Customer may find useful or interesting, such as newsletters, marketing or promotional materials.

15.9 Customer acknowledges that Company does not have to separately obtain Customer's prior consent (whether written or oral) before distributing such communications to Customer, provided that Company shall cease to distribute such communications should Customer notify Company in writing that Customer no longer desires to receive such commercial communication.

15.10 Client statements can be generated by the client at any time on the on-line trading platform. These statements will record the time the order was executed and the balance of their account. Our internal records will state the time the order was requested from the client.

15.11 Real time access to each client's account showing transactions, the time orders were filled and the balance on the client's account will also be available to customers.

## **16. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY**

16.1 Company and/or any of its subsidiaries, affiliates or agents shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of Company including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to breakdown or failure of transmission or communication facilities, or electrical power outage.

16.2 Neither Company nor any of its subsidiaries, affiliates or agents warrants that the trading platform or any services provided (including Third Party Licenses) will be available without interruption or will be error free and such trading platform and services are being provided "AS IS" without any representation or warranty of any kind whatsoever except as otherwise set forth herein.

16.3 Under no circumstances shall Company or any of its subsidiaries, affiliates or agents be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, Company's trading platform or services (including Third Party Licenses) including but not limited to lost profits, loss of business, trading loss, loss of data or use of data, any unauthorized access to, alteration, theft or destruction of Customer's computers, computer systems, data files, programs or information, or costs of procurement of substitute goods or services.

16.4 Customer agrees that this section represents a reasonable allocation of risk, that this section is an essential element of this Agreement and that in its absence; the economic terms of this Agreement would be substantially different.

16.5 This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Company or any of its subsidiaries, affiliates or agents has been advised of the possibility of such damage.

16.6 Neither Company nor any of its subsidiaries, affiliates or agents has liability or duty of indemnification related to unusable data, lost or corrupt Customer transactions or data, by whatever means, in whatever form.

16.7 This limitation of liability additionally eliminates any duty or liability on the part of Company or any of its subsidiaries, affiliates or agents related to unusable data, lost or corrupt Customer transactions or data, resulting in part or in whole from third-party software or networking goods or services or from internet related problems or from actions or events outside of Company's control.

16.8 Company and its subsidiaries, affiliates and agents disclaim any and all liability resulting from or related to any breach of internet security or disruption, distortions or delays of Customer's connections to the internet, due to any reason.

16.9 As OTC is not an exchange traded market, prices at which Company deals at or quotes may or may not be similar to prices at which other OTC market makers deal at or quote.

16.10 Should a quoting or execution error occur, which may include, but are not limited to, a mistype of a quote, a quote that is not representative of fair market prices, an erroneous price quote from a dealer or erroneous price quote due to failure of hardware, software or communication lines or systems or inaccurate external data feeds provided by third-party vendors, Company will not be liable for the resulting errors in account balances. Without derogating from the above, in the event that transactions shall be closed or opened based on the Erroneous Quote, Company's trading room attempts to recognize such event and to act promptly to reset such event.

Customer acknowledges that the reset process may take time, during which Customer may not be able to use its trading account, and outstanding orders may not be executed.

16.11 In case Company will identify an erroneous quote or an outdated quote, it may offer the Customer an alternative quote or alternatively to continue the transaction, all at the sole discretion of Company.

16.12 Customer further acknowledges that company, its subsidiaries, affiliates and agents shall not be liable for any loss or damage caused due to or in connection with such reset process.

16.13 Third Party Licenses:

16.13.1 If any third party software is included within or embedded in the Company website or online trading platform, then such embedded third party software shall be provided subject to the terms of this Customer Agreement which apply to the online trading platform.

16.13.2 Customer shall fully comply with terms of any Third Party Licenses that we provide from time to time.

16.13.3 We provide no express or implied warranty, indemnity or support for the Third Party Licenses, and will have no liability related thereto.

16.13.4 "Third Party Licenses" means licenses from third parties governing third party software embedded or used in the trading platform.

## **17. FOREX, CFDs FLUCTUATION RISK**

17.1 If Customer directs Company to enter into any Forex, CFDs transaction:

- Any profit or loss arising as a result of a fluctuation in Forex, CFDs will be entirely for Customer's account and risk;
- All initial and subsequent deposits for margin purposes shall be made in U.S. Dollars, EUROS, Great British Pounds in such amounts as Company may in its sole discretion require; and
- Company is authorized to convert funds in Customer's account for margin into and from such foreign currency at a rate of exchange determined by Company in its sole discretion on the basis of the then prevailing money market rates.

## **18. INDEMNIFICATION**

18.1 In addition to any limitations of liability specified elsewhere in this Agreement, Company indemnities shall not be held liable and are released from all claims and losses incurred in such regard if the claim or loss was caused or contributed to by:

- The actions or omission to act on the part of Customer,



- Any act or omission by any person obtaining access to Customer's account, whether or not Customer has authorized such access or not,
- System malfunction, equipment failure (whether Customer's equipment or Company's equipment), system interruption or system unavailability,
- Delays, failure or errors in implementing any instruction,
- Inaccurate or incomplete instructions received by Company from Customer, or
- Any reliance or use by Customer or any other third party with access to Customer's account of any financial and market data, quotes, news, analyst opinions, research reports, graphs or any other data or information whatsoever available through the trading platform or any Third Party License, whether to complete a transaction on the trading platform or for any other purpose whatsoever.

18.4 Company shall be entitled to setoff Customer's liabilities under this section from Customer's account.

## **19. PROHIBITION ON ARBITRAGE AND MANIPULATION**

19.1 Company does not permit the practice of arbitrage when trading and strictly forbids any form of manipulation of its prices, execution, and platform or making transactions based on errors, omissions or misquotes on the Company platform.

19.2 Price latency, connectivity delays, and price feed errors sometimes create a situation where the prices displayed do not accurately reflect market rates. The concept of arbitrage and "scalping", or taking advantage of these Internet delays, cannot exist in an OTC market where the client is buying or selling directly from the market maker.

19.3 Any transactions that rely on price latency or price feed errors may be subject to intervention which includes the right to void any transactions which Company has determined to be a result of any of these practices, revocation of profits, widening of spreads, block of trading and any other necessary corrections or adjustments on the account without prior notice.

19.4 If Company suspects or has reason to believe that Customer has abused the terms and conditions by hedging positions internally (using other trading accounts held with Company) or externally (using other trading accounts held with other brokers), Company reserves the right to cancel any trades or profits associated with Customer's account(s).

## **20. EXECUTION OF ORDERS, STOP AND LIMITS**

20.1 Company will use commercially reasonable efforts to complete all orders which it may, in its sole discretion, choose to accept in accordance with the oral or written or computer instructions of Customer.

20.2 Company reserves the right to refuse to accept any order.

20.3 Company may, at its sole discretion, allow Customer to specify a closing price for a transaction at the trading platform through a "Close at Loss" and "Close at Profit" order,

subject always to the terms of this Agreement and any other terms and conditions Company may implement from time to time.

20.3.1 "Close at Loss" means an offer to close a transaction at a price determined in advance by Customer which, in the case of a transaction that is opened by offering to buy a specific number of a certain instrument, is lower than the opening transaction price, and in the case of a transaction that is opened by offering to sell a specific number of a certain instrument, is higher than the opening transaction price.

20.3.2 "Close at Profit" means an offer to close a transaction at a price determined in advance by Customer which, in the case of a transaction that is opened by offering to buy a specific number of a certain instrument, is higher than the opening transaction price, and in the case of a transaction that is opened by offering to sell a specific number of a certain instrument, is lower than the opening transaction price.

20.4 Upon Customer's offer and Company's acceptance of an order, Customer hereby authorizes Company to close the transaction at the Close at Loss price or Close at Profit price, as applicable, and as agreed upon in the order, without further instruction from or notification to Customer.

20.5 Company may, in its sole discretion, close the transaction when the price quoted by Company on the trading platform equals the price accepted by Company for such an order.

20.6 Customer acknowledges and agrees that Company shall not be obligated to close a transaction which does not otherwise comply with any other limitations agreed upon with respect to such transaction.

20.7 Customer acknowledges and agrees that due to market volatility and factors beyond Company's control, Company cannot guarantee that a Close at Loss order will be executed at the level specified in Customer's order. In such an event, Company will close the transaction at the next best price.

20.8 If, before Customer's "Limit Order" offer to open or close a transaction is accepted by Company, Company's quote moves to Customer's advantage (for example, if the price goes down as Customer buys or the price goes up as Customer sells) Customer agrees that Company will execute the closing transaction at the Customer's specified price and not better. Customer agrees that Company can retain such price movement for its own account.

20.9 Customer is aware that a part of Company's revenues derives from the spreads on each transaction. The spread is the difference between the bid & the ask price of the price quote on a transaction. Therefore, in case the fair market price reduces Company's spread in a specific transaction, Company may, at its sole discretion, choose not to execute such transaction, in which case Company may send Customer an amended quote for his consideration. Company may complete a transaction at its sole discretion in case the fair market price does not affect Company's spread from the transaction and / or increases it.

## **21. MARKET RECOMMENDATIONS AND INFORMATION**

21.1 Customer acknowledges that:

- Any market recommendations, signals and information communicated by any method of communication to Customer by Company and any of its subsidiaries, affiliates, agents or by any person within Company does not constitute an offer to sell or the solicitation of an offer to buy any OTC contract, and that Company does not provide investment advice
- Such recommendation and information, although generally based upon information obtained from sources believed by Company to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified, and
- Company makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or market recommendation furnished to Customer and shall not be responsible for any loss or damage including without limitation any loss of margin or profits which may arise directly or indirectly from use or reliance on such recommendations or information.

21.2 Customer understands that Customer is solely responsible for assessing the merits and risks of any trade it may enter into with Company whether as a result of information provided by Company or otherwise.

21.3 Customer acknowledges that Company makes no representations concerning the tax implications or treatment of any trading activity.

## **22. CUSTOMER REPRESENTATIONS AND WARRANTIES**

22.1 Customer represents and warrants that:

- if Customer is a natural person, Customer is of sound mind, legal age and legal competence
- No person other than Customer has or will have an interest in Customer's account(s) and Customer has not granted and will not grant a security interest in Customer's account with Company (other than the security interest granted to Company hereunder) to any person without Company's prior written consent. Customer has full beneficial ownership of all collateral and will not grant any security interest in any collateral to any person (other than the security interest granted to Company hereunder) without Company's prior written consent; and,
- Customer hereby warrants that regardless of any subsequent determination to the contrary, Customer is suitable to trade OTC; and,
- Customer is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company, and in the event that Customer becomes so employed, Customer will promptly notify us, at Company's home office, in writing, of such employment; and,
- Customer will execute and deliver all documents, give all notices, make all filings and take such other actions as Company, in its sole discretion, deems necessary or desirable

to evidence or perfect any security interest in favor of Company or to protect Company's interests with respect to any Collateral; and,

- Customer has read and understands the provisions contained in this Agreement, including, without limitation, Company's AML and KYC Policy, Refund and Return Policy, Privacy Policy and Risk Disclosure Statement and
- Customer will review this Agreement;
- Customer will not affect any transaction in Customer's account unless Customer understands this Agreement, and Customer agrees that in effecting any transaction it is deemed to represent that it has read and understands this Agreement as in effect at the time of such transaction; and
- Customer agrees to, and shall at all times comply with all applicable laws, statutes and regulations and Customer hereby declares that the execution and delivery by Customer of this Agreement and all other transactions contemplated hereunder, and performance of all of Customer's obligations contemplated under this Agreement and any other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Customer. Customer may not use this account with Company for any illegal activity.
- Customer declares that he is not resident or citizen of the following countries: USA, Israel, Palestine, Japan, Sudan, Syria, Yemen, Iran, North Korea.

### **23. DISCLOSURE OF FINANCIAL INFORMATION**

23.1 The Customer represents and warrants that the Customer has very carefully considered the portion of the Customer's assets which the Customer considers to be risk capital.

23.2 The Customer recognizes that risk capital is the amount of money the Customer is willing to put at risk and the loss of it would not, in any way, change the Customer's lifestyle.

### **24. NO SEPARATE AGREEMENTS**

24.1 Customer acknowledges that Customer has no separate agreement with Company or any of its employees or agents regarding the trading in Customer's Company account, including any agreement to guarantee profits or limit losses in Customer's account.

24.2 Customer understands that Customer must authorize every transaction prior to its execution unless Customer has delegated discretion to another party by signing Company's limited trading authorization or as otherwise agreed in writing with Company, and any disputed transactions must be brought to the attention of Company's Compliance Officer pursuant to the notice requirements of this Customer Agreement.

24.3 Customer agrees to indemnify and hold Company and its subsidiaries, affiliates and agents harmless from all damages or liability resulting from Customer's failure to immediately notify Company's Compliance Officer of any of the occurrences referred to herein.

24.4 All notices required under this section shall be sent to Company at its home office.

## 25. MARKETING PARTNER REFERRAL DISCLOSURE

25.1 Company may engage with advertising affiliates/referrers/marketing partner ("Marketing Partners") who are wholly separate and independent from one another and from Company. Any agreement between Company and Marketing Partner does not establish a joint venture or partnership and Marketing Partner is not an agent or employee of Company.

25.1.1 Company does not control, and cannot endorse or vouch for the accuracy or completeness of any information or advice Customer may have received or may receive in the future from Company's Marketing Partners or from any other person not employed by, or acting on behalf of Company, regarding the risks involved in the trading of Forex, CFDs or the risks involved in such trading.

25.1.2 Since Marketing Partner is not an employee or agent of Company, Company does not endorse or vouch for the services provided by the Marketing Partner. It is the Customer's responsibility to perform necessary due diligence on the Marketing Partner prior to using any of their services.

25.1.3 Customer understands that in order to trade with Company the Customer must open an account directly with Company. Company makes available appropriate risk disclosure information to all Customers when they open accounts. Customers should read that information carefully and should not rely on any information to the contrary from any other source.

25.1.4 Customer acknowledges that no representations and/or warranties have been made by Company its servants or agents or any individual associated with Company regarding future profits or losses in Customer's account.

25.1.5 Customer understands that Forex, CFDs trading is very risky, and that many people lose money trading and that all Forex, CFDs trading, including trading done pursuant to a system, course, program, research or recommendations of Marketing Partner, Trading Agent or any other third party involves a substantial risk of loss. In addition, Customer hereby acknowledges, agrees and understands that the use of a trading system, course, program, research or recommendations of Marketing Partner, Trading Agent or any other third party will not necessarily result in profits, avoid losses or limit losses.

25.1.6 Because the risk factor is high in Forex, CFDs trading, in case Client does not have the extra capital he can afford to lose, Client should consider carefully before trading.

25.1.7 Customer understands and acknowledges that Company may remunerate a Marketing Partner for referring Customer to Company and that such remuneration may be on a per-trade basis or other basis. Further, the Client has a right to be informed of the precise nature of such remuneration

25.1.8 Customer acknowledges that a Marketing Partner may also, in some circumstances, be a Trading Agent. Customer understands that by using a Trading Agent, Customer may incur a mark-up, above and beyond the ordinary spread generally provided by Company.

25.1.9 Company shall in no way be responsible for any loss to Customer resulting from Customer's use of any information or advice given by any third party including a Trading Agent or Marketing Partner.

## 26. TRADING AGENTS

26.1 Customer acknowledges that should Customer choose to grant trading authority or control over Customer's account to a third party ("Trading Agent"), whether on a discretionary or nondiscretionary basis, Customer does so at its own risk.

26.2 Customer acknowledges that Company its subsidiaries, affiliates or agents shall in no way be responsible for reviewing Customer's choice of such Trading Agent, or the actions taken by it, nor making any recommendations with respect thereto.

26.3 Customer acknowledges and understands:

- That Company makes no warranties nor representations concerning any Trading Agent,
- That Company its subsidiaries, affiliates or agents shall not be responsible for any loss to Customer occasioned by the actions of the Trading Agent, and
- That Company does not, by implication or otherwise, endorse or approve of the operating methods of the Trading Agent.

26.4 If a Customer chooses to grant trading authority or control over Customer's account to a Trading Agent, Customer agrees to enter into a power of attorney agreement ('POA') with the Trading Agent to permit same, and to furnish the POA to Company.

26.5 Customer acknowledges that upon receipt of the POA, Company is authorised to follow the instructions of the Trading Agent in every respect until Company is notified in writing by the Customer that the POA is revoked or the POA has expired.

26.6 The Customer authorises Company to debit Customer's Account in accordance with the terms agreed between Customer and Trading Agent and which are set out in the POA.

26.7 Customer acknowledges that the Trading Agent and many third party vendors of trading systems, courses, programs, research or recommendations may not be regulated by a government agency. It is the Customer's responsibility to perform necessary due diligence on the Trading Agent prior to using any of their services and to satisfy themselves of its competence and/or suitability to the Customer.

26.8 Customer acknowledges that it or the Trading Agent may elect to use an automated trading system. Customer acknowledges that Company does not take any responsibility for any such system. The Customer is aware of the volume of trading and resulting commissions that such systems may generate and the impact that this may have on the performance of the Account Customer accepts the risks associated with the use of computers and data feed systems, which may include, but are not limited to, failure of hardware, software or communication lines or systems and/or inaccurate external data feeds provided by third-party vendors and the Customer further agrees to hold Company harmless from any losses in the Account associated with these risks. Customer acknowledges that neither

Company nor any of its officers, directors, vendors, employees, agents, associated persons or Company personnel will be liable for any such breakdown or failure.

26.9 Customer understands that by using a Trading Agent, Customer may incur a mark-up, above and beyond the ordinary spread generally provided by Company. Details of any such mark-up will be provided in the agreement between the Trading Agent and Customer.

26.10 Customer acknowledges that any decisions or actions taken by the Trading Agent on Customer's behalf shall be deemed to have been taken by the Customer and any losses or gains generated by the Trading Agent's action shall be for the Customer's account.

26.11 Customer agrees to indemnify and hold Company, harmless from and against all liabilities, losses, damages, cost and expenses, including attorney's fees that arise directly or indirectly from the Trading Agent's management of the account, including, without limitation all actions, instructions or omissions by the Trading Agent.

26.12 The Customer acknowledges that the risk factor in trading foreign exchange, commodities, futures, Forex, CFDs is substantially high, and therefore the Customer further acknowledges that she/he should carefully consider trading through Company, whether through a Trading Agent or otherwise, if the Trader does not have capital she/he can afford to lose.

## **27. DISCLOSURE OF CUSTOMER INFORMATION**

27.1 Company will not share or sell information regarding customers and/or prospective customers, except to its employees, agents, partners, and associates as required in the ordinary course of business, including, but not limited to, Company's banking or credit relationships, or to other persons as disclosed in Company's Privacy Statement

27.2 Company may also disclose to federal or state regulatory agencies and law enforcement authorities' information regarding Customer and Customer's transactions in response to a request for such information or in response to a court order or subpoena.

27.3 Company will share or sell statistical information without disclosing Customer's identity.

## **28. TERMINATION**

28.1 This Agreement shall continue in effect until termination, and may be terminated by Customer not earlier than six months after the first payment. Upon three days after prior written notice (which may be by e-mail) when Customer has no Forex, CFDs position(s) and no liabilities held by or owed to Company upon the actual receipt by Company at its home office of written notice of termination, or at any time whatsoever by Company upon the transmittal of written notice of termination to Customer; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this agreement nor shall it relieve Customer of any obligations arising out of any deficit balance.

## **29. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**

29.1 All copyright, trademark, trade secret and other intellectual property rights and proprietary rights to the Company website in its totality, its contents and any related materials ("Company IP") shall remain at all times the sole and exclusive property of the Company and its licensors and in the case of third party materials available on the Company web site to such third party and Customers shall have no right or interest in the Company IP except for the right to access and use the Company IP as specified herein.

29.2 Customer acknowledges that the Company IP is confidential and has been developed through the expenditure of substantial skill, time, effort and money.

29.3 The Customer will protect the confidentiality of the Company IP and not allow website access to any third party.

29.4 Customer will not publish, distribute, or otherwise make available to third parties any information derived from or relating to the Company IP.

29.5 Customer will not copy, modify, de-compile, reverse engineer, or make derivative works of the Company IP or in the manner in which it operates.

29.6 If Customer has comments on Company's services or ideas on how to improve them, Customer is welcome to contact Company. By doing so, Customer grants Company a perpetual, royalty free, irrevocable, transferable license, with right of sublicense, to use and incorporate Customer's ideas or comments into the Company's services, and to otherwise exploit Customer's ideas and comments, in each case without payment of any compensation.

## **30. RECORDINGS**

30.1 Customer agrees and acknowledges that all conversations regarding Customer's account(s) between Customer and Company personnel may be electronically recorded with or without the use of an automatic tone warning device.

30.2 Customer further agrees to the use by Company, its subsidiaries, affiliates and agents of such recordings and transcripts as it deems fit in connection with any dispute or legal proceeding that may arise.

30.3 Customer understands that Company destroys such recordings at regular intervals in accordance with Company's established business procedures and Customer hereby consents to such destruction.

## **31. LEGAL RESTRICTIONS**

31.1 Without limiting the foregoing, Customer understands that laws regarding financial contracts vary throughout the world, and it is Customer's obligation alone to ensure that Customer fully complies with any law, regulation or directive, relevant to Customer's country of residency with regards to the use of the Web site.



31.2 For avoidance of doubt, the ability to access Company's Web site does not necessarily mean that Company's services, and/or Customer's activities through it, are legal under the laws, regulations or directives relevant to Customer's country of residency.

31.3 This Web site does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorized, or to any person to whom it is unlawful to make such an offer or solicitation.

31.4 Access to this Web site, and the offering of financial contracts via this site, may be restricted in certain jurisdictions, and, accordingly, users accessing this site are required to inform themselves of, and to observe, such restrictions.

## **32. DECLARATION**

32.1 By acceptance of this Agreement, Customer hereby declares that the moneys invested in Customer's account with Company do not originate from drug trafficking, abduction, or any other criminal activity.

## **33. TAX COLLECTION**

33.1 Customer knows, understands and agrees that, in general, Company does not collect tax for any authority in any form or manner.

33.2 Without limiting the foregoing, it is Customer's obligation alone to calculate and pay all taxes applicable to you in Customer's country of residence, or otherwise arising as a result of Customer's trading activity from the use of the Company's services.

33.3 Without derogating from Customer's sole and entire responsibility to perform tax payments, Customer agrees that Company may deduct tax, as may be required by the applicable law, but is not obligated to do so, from the results of the activity with Company.

33.4 Customer is aware that amounts that may be withdrawn by Customer from Customer's account are "gross amounts", from which the Company may deduct such taxes, and that Customer shall have no claim towards Company with regard to such deductions.

## **34. ACCOUNT PROCEDURES - IDENTIFICATION**

34.1 Customer acknowledges that applicable laws require financial institutions to obtain, verify, and record information identifying each person who opens an account.

34.2 Customer further acknowledges that Company makes efforts to prevent fraud and to confirm Customer's identity.

34.3 Accordingly, Customer has provided Company, or shall provide Company promptly following the opening of the trading account, with certain identifying information and documents as shall be requested by Company, including a copy of Customer's ID, a copy of Customer's utility bill (e.g., phone bill, property tax bill), and copies of both sides of Customer's credit card (in the event deposit has been made through credit card).

34.4 Customer confirms that Customer has provided true, accurate, current and complete information during the registration process, and that Customer has not impersonated any person or entity, or misrepresented any affiliation with another person, entity or association, used false headers or otherwise concealed Customer's identity from Company for any purpose.

### **35. WITHDRAWAL AND DEPOSIT PROCEDURES**

35.1 A formal request shall be submitted by the client in order to be initiated by the Company. For a withdrawal request to be granted, the client should not have any open position on his trading account and supposing that the client availed Company Bonuses, such withdrawal must comply with Bonus Guidelines set herein. Furthermore, the same percentage of the requested amount to be withdrawn on the client's balance shall be deducted from his credit funds. Approved withdrawal request will be sent to the client in the same manner it was received by the Company. The Company shall not be held liable of any transfer fee or other charges with respect to the withdrawal. It is the exclusive right of Geneva Global LTD to reject any other withdrawal procedure requested by the client and advises the most viable method.

Customer further acknowledges and accepts Company's procedures with respect to withdrawals and deposits to accounts as set forth below:

- Withdrawal orders: The provision of documentation as may be required from time to time by Anti Money Laundering regulations, credit card companies and Company, is a prerequisite, prior to the execution of a withdrawal order.
- The client has the right to apply for the withdrawal of all funds after opening five positions. If the client did not open positions after activating the account, he has the right to withdraw no more than 20 percent of the amount on the account.
- If there are borrowed or borrowed funds on the balance of the client, it means not withdrawn or not redeemed, withdrawal of any funds from the account is not possible.
- The time limit for withdrawal of loan funds and borrowed funds from the client's account is made within the period from 24 hours to 120 hours in connection with the miscalculations that are made on the account.
- Customer acknowledges that withdrawals may take longer than expected for numerous reasons, some in Company's control and some not.
- Credit card deposits may be, according to credit card companies' regulations, returned to the same credit card when a withdrawal is performed. A withdrawal to a bank account where initial deposits have been performed by credit cards will be executed back to credit card or to the bank account at Company's discretion. Withdrawals to bank account may take a longer time period, due to additional security procedures.
- Credit Card Deposits Variance: When choosing an account base currency other than USD, Customer's credit card may be debited sums which due to exchange rates and credit card companies' fees, may slightly vary from the initial sum that has been deposited by Customer in the account base currency. Customer hereby accepts that

such variations may occur and hereby affirms that Customer shall not seek to object or charge this back.

- When depositing by a Bank Transfer, as required by anti-money-laundering regulations, Customer is required to use a bank account, which is in Customer's country of residence and in Customer's name. Any withdrawal of funds, from Customer's Company account to a bank account, can only be refunded to the same bank account that the funds were originally received from.
- Alternative payment methods (internet payment vendors; money transfer services; etc.): when depositing funds using a facility other than credit cards and/or banks, you agree to, and acknowledge being bound by, the regulations and rules of such service, including, but not limited to, fees and other restrictions. Company, at its sole discretion, may execute withdrawals to a facility other than the facility used for the original deposit, in accordance with anti-money-laundering regulations.
- After the transaction, the client undertakes to confirm the transaction by filling in and signing the form, which will be sent to his e-mail specified during registration. If the client has not fulfilled this requirement within three days after receiving the form, the company has the right to block the client's account until the moment of receipt of the signed form.

### **36. WAIVER AND AMENDMENT**

36.1 Company will provide notice to Customer of any such amendment or change by posting the amendment or change on Company's website or by sending an e-mail message to Customer at least 7 days before it takes effect.

36.2 In the event that Customer objects to any such change or amendment, Customer agrees to liquidate Customer's open positions and instruct Company regarding the disposition of all assets in Customer's account within ten (10) business days after notice of the amendment or change has been posted on Company's website or otherwise notified Customer.

36.3 No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by Company or failure of Company's agents to assert its rights under this Agreement on any occasion or series of occasions.

### **37. ENTIRE AGREEMENT**

37.1 This Agreement together with all references to Company's policies and procedures made in this Agreement, and together with AML and KYC Policy, Refund and Return Policy, Privacy Policy and Risk Disclosure embodies the entire agreement between Company and the Customer, superseding any and all prior written and oral agreements.

### **38. ASSIGNMENT**

38.1 Customer may not assign or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of Company. Any attempted assignment or transfer in violation of the foregoing will be void. Company may freely assign this Agreement.

### **39. GOVERNING LAW AND JURISDICTION**

39.1 This Agreement, the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding arising directly or indirectly hereunder or in connection with the transactions contemplated hereby shall be governed by, construed and enforced in all respects in accordance with the laws of Saint Lucia and Company and the customer hereby irrevocably submit to the non-exclusive jurisdiction of this country.

### **40. BINDING EFFECT**

40.1 This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Customer at any time opened or reopened with Company irrespective of any change or changes at any time in the personnel of Company or its successors, assigns, subsidiaries, affiliates or agents.

40.2 This Agreement including all authorizations, shall inure to the benefit of Company and its subsidiaries, affiliates, agents, successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Customer and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Customer.

40.3 Customer hereby ratifies all transactions with Company effected prior to the date of this Agreement, and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of this Agreement.

**CUSTOMER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE FOREGOING CUSTOMER AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF.**