

Terms and Conditions

PART I – OPENING PROVISIONS

1 Parties to **This Client Agreement**

1.1 This Client Agreement is made between 360 Capital Ltd (hereinafter “the Company” or “We” or “Us”), of 6<sup>th</sup> Floor, The Core, 62 ICT Avenue, Cybercity, Ebene, Mauritius, duly authorised and regulated by the Financial Services Commission to provide the Services, and the person who has completed the Application Form and whose application we have accepted and agreed to open an Account (hereinafter “You” or “Client”).

2 Effect of The Agreement

2.1 This Client Agreement takes effect when We confirm to You in writing and/or electronic means that your Account has been opened and We have accepted You as our Client.

2.2 By continuing to place orders with Us, You agree to continue to be bound by this Client Agreement, which supersedes all other agreements and terms of business which may previously have been in place between You and Us.

2.3 We shall not be required, and may be unable, to accept You as a client until all Know-Your-Client and Anti-Money-Laudry documentation We require has been received by Us and We reserve the right not to enable your Account for trading until such time We have received all such documentation duly completed and delivered by You.

2.4 Please be aware that We do not accept citizens from certain countries. US citizens or US residents are strictly not accepted as clients due to US Securities and Exchange Commission (“SEC”) rules.

3 Scope of Services

3.1 From the date on which your Account is activated We will:

- (a) Receive and transmit Orders for You in Financial Instruments,
- (b) Provide foreign currency services provided they are associated with the provision of the Service referred to above in Section 3.1 (a),
- (c) Provide for safekeeping and administration of Financial Instruments for the account of Clients, including related services such as cash/collateral management,
- (d) Investment research and financial analysis or other forms of general recommendations relating to Transactions in Financial Instruments.

3.2 You acknowledge that the Services do not include the provision of investment advice. Any investment information as may be announced by the Company to You does not constitute investment advice but merely aims to assist You in investment decision making. It

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is also understood and accepted that We shall bear absolutely no responsibility, regardless of the circumstances, for any such investment strategy, transaction, investment or information.

3.3 We will not advise You about the merits of a Transaction and You alone will make trading and other decisions based on your own judgment for which You may wish to seek independent advice before entering into. In asking us to enter into any Transaction, You represent that You have been solely responsible for making your own independent appraisal and investigation into the risks of the Transaction. You represent that You have enough knowledge, market sophistication, professional advice and experience to make your own evaluation of the merits and risks of any Transaction.

3.4 We obtain information about your knowledge and experience in the investment field so that We can assess whether the service or product envisaged is appropriate for You. We shall assume that information about your knowledge and experience is accurate and shall bear no responsibility if such information is inaccurate or changes without You informing Us and as a result, We will not be able to assess the appropriateness and suitability of our services for You. If You fail to provide enough information in this regard (or fail to provide any information), We will not be able to assess whether You have the necessary knowledge and experience to understand the risks involved. If You still wish Us to proceed on your behalf, We may do so, but We shall not be able to determine whether trading in CFDs is appropriate for You. Consequently, We strongly advise You to provide Us with any requested information which We believe to be necessary for the purpose of enabling Us to assess the appropriateness of our products for You.

3.5 We may, from time to time in our absolute discretion, withdraw the whole or any part of the Services on a temporary or permanent basis.

#### 4 Client Consents

4.1 You agree and understand that You will not be entitled to delivery of, nor shall We be required to deliver, the Underlying of the Financial Instrument, nor ownership thereof or any other interest therein.

4.2 You agree and understand that We will effect any Transactions with You as an agent. Thus, We will be transmitting your Orders for execution to another broker(s), and such broker(s) may be transmitting the orders received by Us to other liquidity providers. These broker(s) are not necessarily operating in a regulated market. We are receiving set prices for the financial instruments You can trade on our platform and have no means of amending or re quoting them.

4.3 You agree and understand that CFDs trading is not carried out in a regulated market.

4.4 You solemnly declare that You have carefully read and fully understood the entire text of the Customer Agreement herein with which You fully and unreservedly agree.

4.5 You solemnly declare that You have read, understood, found satisfactory and accept as an integral part of this Customer Agreement the following information provided on our Website:

a) Risk Warnings and Risk Disclosures, and

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## b) Trading Conditions

4.6 You specifically consent to the provision of the information listed in Section 4.5 by means of our Website.

4.7 You confirm that You have regular access to the internet and consent to Us providing You with information, including, without limitation, information about amendments to our Client Agreement, costs, fees, policies and information about the nature and risks of investments by posting such information on our Website.

4.8 You acknowledge that a variation which is made to reflect a change of law may, if necessary, take effect immediately without prior notice. We may vary this Client Agreement at any time, and it remains solely your responsibility to stay informed about any changes. The latest version of our Client Agreement is available for access on our Website.

4.9 Your trading account must be established for trading purposes only. The Company is not a bank, nor does it keep deposits as a bank. We keep deposits only to maintain Margins supporting the Account and trading activities.

4.10 The company maintains a zero-tolerance policy for abusive trading strategies, fraudulent activities, manipulation or any other scams. Such activities include but are not limited to misuse of deposited and promotional/bonus funds, swap arbitrage, bonus arbitrage, cash-backs, internal or external hedging, the use of any automated trading system and/or software (“trading robots”, “expert advisors”, etc). If We deem there to be any of such activities, We reserve the right to annul and cancel any or all your past Transactions and debit all generated profits.

## 5 Risk Warning

5.1 You unreservedly acknowledge and accept that:

a) You run a great risk of incurring losses and damages as a result of trading in CFDs and/or Financial Instruments and accept and declare that You are willing to undertake this risk. You may lose all your money deposited in your Account and any other, and possibly additional, funds resulting from the Transactions,

b) CFDs and/or Financial Instruments carry a high degree of risk. The gearing or leverage obtainable in CFDs and/or Financial Instruments trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately larger movement in the value of your investment and this can work against you as well as for You. CFDs and/or Financial Instruments Transactions have a contingent liability and You should be aware of the implications of this, in particular the Margin requirements,

c) When trading in CFDs and/or Financial Instruments You are trading on the outcome of the price of an Underlying and that trading does not occur on a regulated market but over-the-counter (OTC),

d) Before deciding to trade on Margin you should carefully consider your investment objectives, level of experience, and risk appetite,

e) You have chosen the particular type of Service and Financial Instrument, taking your total financial circumstances into consideration which you consider reasonable under such circumstances, and

f) There are risks associated with use of online deal execution and trading systems including, but not limited to, software and hardware failure and internet disconnection. The Company is not responsible for such losses or failures.

5.2 The Company shall not be responsible for any loss arising from any investment based on any recommendation, forecast or other information provided. Any opinions, news, research, analyses, prices, or other information contained on the Website are provided as general market commentary, and do not constitute investment advice. The Company will not accept liability for any loss or damage, including without limitation to, any loss of profit, which may arise directly or indirectly from use of or reliance on such information.

5.3 The contents of any report provided should not be construed as an express or implied promise, as a guarantee or implication that clients will profit from the strategies herein, or as a guarantee that losses in connection therewith can or will be limited.

5.4 Trades in accordance with the recommendations in an analysis, especially leveraged investments can be very speculative and may result in profits, as well as losses, especially if the conditions mentioned in the analysis do not occur as anticipated.

5.5 In case of any fault in pricing process, typing errors, entering errors and quoting errors through the electronic trading system and/or phone, the Company has full right to make any necessary corrections to the investor's trading account in which the mistake took place.

5.6 If You do not understand the risks involved in trading in Financial Instruments, please do not trade.

## 6 Liability

6.1 You agree that We shall not be liable for any consequential, indirect, incidental or special loss (including loss of profits and trading losses) that result from your use of the Services even if You have advised Us of the possibility of such loss. Consequential loss includes pure economic loss, loss of profit, loss of business and likely loss whether direct or indirect.

6.2 Otherwise than through our gross negligence or wilful default, We will not be liable for any losses, damages or claims that result directly or indirectly from any person obtaining any Access Data that We have issued to You prior to You reporting to Us the misuse of your Access Data.

6.3 We will not be liable to You for any losses, damages or claims which result directly or indirectly from any research which You rely on in making an Order whether published by Us or not.

6.4 We will not be liable to You for any losses, damages or claims, which result directly or indirectly from a delay transmitting any Order.

6.5 We will not be liable to You for any losses, damages or claims, which result directly or indirectly from any changes in the rates of tax.

6.6 We will not be liable for any losses, damages or claims which result directly or indirectly if We fail to receive any documents sent in respect of your Account or any funds held on your behalf, or if You fail to receive any such documentation which We may forward to You.

6.7 Nothing in this Client Agreement shall be taken to restrict or exclude any duty which We may owe to You.

6.8 You agree to indemnify Us against any loss, liability, cost, claim, action, demand or expense incurred or made against Us in connection with the proper performance of your obligations under this Client Agreement except where that loss, liability, cost, claim, action, demand or expense arises from our gross negligence, fraud or wilful default or that of our employees and agents.

6.9 Our failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Client Agreement or our failure to exercise any right or remedy to which We are entitled under this Client Agreement, shall not constitute an implied waiver thereof.

## PART II – FUNDS

### 7 Client Money

7.1 All amounts handed over by the Client to the Company or which the Company holds on behalf of the Client, for the provision of the Services, shall be held in the name of the Client and/or in the name of the Company on behalf of the Client in an account. This means that your funds will be segregated from our own money and cannot be used in the course of our business.

7.2 We may hold your money and the money of other clients in the same clients' bank account (omnibus account). In this case, We are able to identify your money through our back office and accounting system.

7.3 We may receive or pass on clients' money to any of our affiliated companies or a third party (e.g. a bank, a market, merchant, e-wallet, intermediate broker, OTC counterparty or clearing house) to hold or control in order to effect a Transaction through or with that person or to satisfy your obligation to provide collateral (e.g. initial margin requirement) in respect of a Transaction. We have no responsibility for any acts or omissions of any third party to whom We pass money received from You. The third party to whom We pass money may hold it in an omnibus account and it may not be possible to separate it from our money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, We may only have an unsecured claim against the third party on behalf of You and our other Clients, and You may be exposed to the risk that the money received by Us from the third party is insufficient to satisfy the claims of You and all other

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Clients with claims in respect of the relevant Account. The Company accepts no responsibility for any funds not deposited directly into the Company's bank accounts, for losses (directly or as a result of) due to delays and/or failures to deposit/remit funds through affiliated and/or third parties.

7.4 We may hold your money on your behalf outside our home jurisdiction. The legal regime applying to any such bank or person maybe different and in the event of the insolvency or any other analogous proceedings in relation to that bank or person, your money may be treated differently from the treatment which would apply if the money was held with a bank in an account in our home jurisdiction. We will not be liable for any loss arising out of the insolvency, acts or omissions of any third party referred to in this paragraph.

7.5 We may deposit your money with a depository who may have a security interest, lien or right of set-off in relation to that money.

7.6 Upon signing the Client Agreement, the Client authorizes the Company to make any deposits to and withdrawals from the Account on its behalf including, without prejudice to the generality of the above, withdrawals for the settlement of all Transactions undertaken under the Client Agreement and all amounts which are payable by or on behalf of the Client to the Company or any other person.

7.7 The Company may, at its discretion, from time to time and without the need for the Client's further authorization, set-off any amounts held on behalf and/or to the credit of the Client against the Client's obligation to the Company or its broker(s). Unless otherwise agreed in writing by the Company and the Client, this Agreement shall not give rise to rights or credit facilities.

## 8 Funding and Withdrawals of the Clients Account

8.1 You may fund your Account by credit or debit card, wire transfers or SEPA transfers, e-wallets or other similar methods of money transfer acceptable by the Company or any of its affiliated companies from time to time in its absolute discretion. We do not guarantee that all the transfer methods are available to be used in your country. Transfers to fund your account can only be initiated by you either 1) through the Online Trading System or 2) through the assistance of a tele operator subject to your express consent.

8.2 The minimum initial deposit so as to start trading is described in the 'Accounts' section of our Website. Cash deposits are not accepted.

8.3 You may request to withdraw funds deposited from your account as per the procedure described in the 'Withdrawals' section of the Website and subject to delivering to us the required documents. If your withdrawal request is made to Us without meeting all requirements, the Company reserves itself absolute discretion to execute this withdrawal request until all legal requirements are met. The Company does not charge any fees for transferring the funds to You, but any expenses incurred by the bank, credit card company, payment processor or e-wallet for transferring the funds shall be borne by You (please refer to the relevant section on our Website). The maximum amount that can be transferred to your initial deposit facility is equal to the initial deposit made; profits made can only be transferred to your bank account.

8.4 The Client may withdraw funds deposited to his Account and/or profit gained through trading Transactions from his Accounts only to the relevant account or card from which he had used to fund his Account (such account to be called “Originating Account/Card”. Transfers (withdrawals) of funds to accounts/cards other than the Originating Account/Card is allowed at the Company’s absolute discretion provided the accounts/cards belong to the Client and further provided the Company is satisfied that there is a reasonable justification for transmitting the funds to a different account. The minimum withdrawal amount is USD 25, unless otherwise stated.

8.5 The Client is fully responsible for the payment’s details given to the Company and the Company shall not be liable to the Client if the details provided by the Client are wrong. If a withdrawal request is made to a bank account, the details must be provided within 3 business days. If 3 business days have passed a new withdrawal request must be submitted.

8.6 The Company will effect withdrawals of Client funds only when all applicable Know-Your-Client and Anti-Money-Laundry documentation is duly complied with.

8.7 We shall make any payments due to You in such a manner as We deem appropriate in the circumstances and reserve ourselves the right to initiate legal proceedings against any Client submitting a chargeback. In case of a chargeback, we reserve our right to immediately close/cancel all positions and/or profits and bonus without any further warning and close the Account.

8.8 Currency conversions are done at the then current exchange rate as per the [Mauritian Bank]’s Forex Calculator at the time of deposit allocation / withdrawal processing with an adjustment of +15c to the nominated rate for deposits, and -15c for withdrawals, for administrative costs involved in the processing of funds.

8.9 Open trades of Clients who have not logged in for more than one week and/or never deposited any additional funds, will be closed automatically each weekend and the funds debited.

8.10 The Company, from time to time and at our sole discretion, may offer several types of promotions and/or incentives through which Clients can earn specified rewards by completing defined targets. Promotions are schemes which the Company runs repeatedly with the same or similar mechanisms whilst incentives (or competitions) are specific one-off schemes (for example but not limited to Christmas gifts) usually open to clients only subject to invitation and confirmation. Clients who have not deposited funds cannot withdraw bonuses and/or incentives.

8.11 Subject to joining promotions, specific conditions apply as listed below in Section 8.12; conditions for specific one-off incentives are issued in the incentive announcement. When joining promotions and/or incentives all other terms of this Agreement apply unless specifically excluded. Conditions apply for the duration of the promotion/incentive only.

8.12 Any suspected violation or abuse of this Agreement and/or the specific conditions may lead, without prejudice to any other right We may have under this Agreement or Applicable Regulations, to the immediate cancellation and debit of all bonuses.

8.13 Promotions and incentives are subject to availability and might not be available for all clients. By participating in the promotions and incentives You continue to accept these Terms and Conditions. We have the right to change promotions and/or incentives, conditions, withdraw or annul any scheme without prior notice.

#### 8.14 Promotions:

##### Deposit Bonus

(a) Subject to the deposit method, bonuses may receive instant or managers' approval. Bonuses subject to managers' approval will only be visible in your bonus wallet once approved.

(b) Some bonus promotions might include a time window for which new deposits are eligible to receive a bonus and shall accordingly be announced in the terms of the respective promotion. In case no specific time window is stipulated, all deposit requests have to be received within the first 24 hours the first deposit was approved under the respective bonus promotion to be eligible for a bonus.

(c) The respective bonus promotion shall indicate the Bonus Terms to be granted with each approved deposit. In case no specific terms are issued, the bonus shall be 30%.

(d) The required trading volume is based on the cumulative bonus amount and updated each time a bonus is issued.

(e) When the bonus is released, it will be automatically credited to your account balance and We reserve the right to withdraw the credit.

(f) Bonus expires 30 days after date of issue therefore the Company has the right to amend, alter or terminate this bonus scheme at its sole discretion, and at any time without notice.

(g) Any losses will be recovered from your original deposit, and the bonus will still reflect. You can continue to trade with that bonus amount until the credit expires, and You can withdraw profits from that amount.

(h) Any withdrawal made from the Client's account will result in a reduction of the bonus.

(i) Should your Account be subject to a Stop Out, the negative balance protection feature will be applied and any bonus removed, resulting in a zero balance / equity.

(j) The Company accepts no liability whatsoever for any loss resulting from the Stop Out of Open Positions where the Company has removed the bonus scheme.

(k) The cumulative maximum bonus scheme credit amount that can be earned by a client is USD 10 000. By continuing to participate in the bonus promotions you agree to their Bonus Terms.

(l) The bonus scheme credit can be used to increase a client's leverage but cannot be lost. In the event that the Client's equity reaches or falls below the level of the bonus scheme, the bonus scheme will automatically be removed from the Client's account.

#### 9 Margins and Collateral Payment

9.1 During the lifetime of any Financial Instrument, We, in our absolute discretion, reserve the right to review and adjust the percentage of funding required or the rates at which interest is calculated on such Financial Instrument, with or without notice to You, especially in, but not limited to, volatile market conditions. Positions that are open overnight may be adjusted to reflect the cost of carrying the position over. Details of such adjustments are available on our Website.

9.2 Where We effect or arrange a Transaction involving a CFD You should note that, depending upon the nature of the Transaction, You may be liable to make further payments when the Transaction fails to be completed or upon the earlier of the Transaction settlement or closing out of your position. You will be required to make further variable payments by way of Margin against the purchase price of the Financial Instrument, instead of paying (or receiving) the whole purchase (or sale) price immediately. The movement in the market price of your investment will affect the amount of Margin payment you will be required to make. We will monitor your Margin requirements on a daily basis, and We will inform you as soon as it is reasonably practicable of the amount of any Margin payment required under this clause.

9.3 You agree to pay Us on demand such sums by way of Margin as are required from time to time or as We may in our discretion reasonably require for the purpose of protecting ourselves against loss or risk of loss on present, future or contemplated Transactions under this Customer Agreement.

9.4 Unless otherwise agreed, Margin must be paid in full in cash. Cash Margin is paid to us as an outright transfer of funds and You will not retain any interest in it. Cash margin received by Us will be recorded by Us as a cash repayment obligation owed by Us to You subject to the outcome of your Transaction.

9.5 In addition and without prejudice to any rights to which We may be entitled under this Customer Agreement, We shall have a general lien on all funds held by Us or our Nominees on your behalf until the full satisfaction of your obligations.

9.6 We shall have the right, in addition to any other rights We may have under this Customer Agreement, or under Applicable Regulations, to close, cancel and or limit the size of your Open Positions (new or gross) and to refuse to establish new positions. Situations where we may exercise such right include, but are not limited to, where:

- a) We consider that there are abnormal trading conditions,
- b) We consider there to have been abusive trading strategies transmitted to Us,
- c) Your account has reached Stop Out level,
- d) The Online Trading System rejects your Order due to trading limits imposed on the Account.

9.7 At Margin levels of less than 30% of your equity, We have a discretionary right to begin closing positions immediately and without notice. Individual Stop Out levels are set at 30% and We reserve the right to close all or any of your Open Positions below Stop Out level immediately and without notice solely in our discretion. The provisions of this paragraph are applicable to all Clients.

9.8 For deals entered using the MT4 online trading platform, We have a discretionary right to issue Margin calls when the Margin level is below 50%. Deals will be closed automatically and without any further notice when the Margin level falls below 30%.

9.9 It is in the Company's discretion to close any open deals after an inactivity period of 90 days of such deals. Hedging positions may incur an administration fee of 0.1% of the complete volume (deal plus hedge position) in US-Dollars per day and We retain the right to close any hedged positions after 21 days without any further notice.

9.10 We shall be entitled to retain monies which are required to cover adverse positions, initial Margin, variation Margin, any uncleared funds, realized losses and any and all other amounts payable to Us under this Customer Agreement.

9.11 Whenever we conduct currency conversions, we will do so at such reasonable rate of exchange as we shall select.

### PART III – TRADING

#### 10 Online Trading System and Website Access

10.1 When your Account is enabled for trading, You are entitled to use your Access Codes within our Online Trading System in order to be able to transmit Orders for the purchase or sale of Financial Instruments through Us through your compatible personal computer connected to the internet on our Online Trading System.

10.2 You will not proceed, and avoid proceeding, in any action that could probably allow the irregular or unauthorized access or use of our Online Trading System. You accept and understand that We reserve the right, at our discretion, to terminate or limit your access to our Online Trading System or part of it if We suspect that You allow such use of our Online Trading System.

10.3 When using our Website and/or Online Trading System You will not, whether by act or omission, do anything that will or may violate the integrity of our computer system or cause such system to malfunction. You are solely responsible for providing and maintaining the equipment necessary to access and use our Website and/or Online Trading System.

10.4 You acknowledge that the internet may be subject to events which may affect your access to our Website and/or Online Trading System including but not limited to interruptions or transmission blackouts. We are not responsible for any damages or losses resulting from such events which are beyond our control or for any other losses, costs, liabilities, or expenses (including without limitation, loss of profit) which may result from your inability to access our Website and/or Online Trading System or delay or failure in sending Orders.

10.5 We are not an Internet Service Provider and cannot be responsible for not fulfilling any obligations under this Customer Agreement because of internet connection failures or public electricity network failures or hacker attacks.

10.6 We shall not be held responsible in the case of delays or other errors caused during the transmission of orders and/or messages via computer. We shall not be held responsible for information received via computer or for any loss which You may incur in case this information is inaccurate.

10.7 You are permitted to store, display, analyse, modify, reformat and print the information made available to you through the Website and/or Online Trading System. You are not however permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without our express written consent. You must not alter, obscure or remove any copyright, trademark or any other notices that are provided in connection with the information. You represent and warrant that You will not use the Website and/or Online Trading System in contravention of this Customer Agreement, that You will use the Website and/or Online Trading System only for the benefit of your Account and not on behalf of any other person, and that, with the exception of a web browser and other applications specifically approved by us, You will not use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Website and/or Online Trading System or automate the process of accessing or obtaining such information.

10.8 Our operation time for trading is from 17:05 Sunday to 16:59 Friday New York time (EST) which is equivalent to 00:05 to 23:59 server time, Monday to Friday, except the 25th of December and the 1st of January. During the day light saving time our operation and server time is adjusted according to the New York time (EST).

10.9 You agree to keep secret and not to disclose any Access Data to any person other than an individual who has been expressly authorized to act on your behalf according to Section 16.

10.10 You should not write down your Access Codes. If You receive a written notification of your Access Codes, you must destroy the notification immediately.

10.11 You agree to notify us immediately if You know or suspect that your Access Data has or may have been disclosed to any unauthorised person. We will then take steps to prevent any further use of such Access Data and will issue You with a replacement Access Data. You will be unable to place any Orders until You receive the replacement Access Data.

10.12 You agree that You will co-operate with any investigation We may conduct into any misuse or suspected misuse of your Access Data.

10.13 You accept that You will be liable for all Orders given through and under your Access Data and any such orders received by Us will be considered as received by You. In cases where a third person is assigned as an authorized representative to act on your behalf, You will be responsible for all orders given through and under your representative's Access Data.

10.14 You acknowledge that We shall bear no responsibility if unauthorized third persons have access to information, including electronic addresses, electronic communication and personal data, when such information are being transmitted between us or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

10.15 We may offer third party authentication services such as Twitter and/or Facebook for registration. While subscribing / registering for our service, You should provide accurate information and should not in any case try to deceive Us, impersonate other persons and/or

entities. Using third party authentication remains your sole responsibility and We cannot guarantee the data protection enforcement of such third parties.

## 11 CFD's Trading Procedures & Orders

11.1 You or those persons You have notified to us in writing as authorized to give instructions and Orders on your Account may place Orders either via our Online Trading System or via phone, in the way specified in Section 11.2.

11.2 You can place new Orders via our Online Trading System by using your Access Codes, you can give instructions to liquidate your existing positions or to delete/modify Pending Orders via phone by using your name, username or user ID and your Access Data. Orders are accepted at our sole discretion and We reserve the right to refusal of accepting any Order. For accepted Orders, We will use commercially reasonable efforts when transmitting all Orders for execution to the venues indicated under Section 12.

11.3 In case of an Order received by Us in any means other than through the online Trading System, the order will be transmitted by Us to the Online Trading System (if possible) and processed as if it was received through the Online Trading System.

11.4 We will be entitled to rely and act on any Order without any further enquiry, and We will consider any Orders to be binding upon You where such Order has been placed using your Access Data in accordance with Section 11.2.

11.5 We shall receive and transmit all Orders given by You strictly in accordance with their terms. We will have no responsibility for checking the accuracy of any Order. Any Order that You give to us constitutes an irrevocable instruction to Us to proceed with the Transaction on your behalf.

11.6 Any Order shall be conclusively deemed to be a valid Order from You to Us if We believe it to be genuine. You are responsible for any loss, claim or expense incurred by Us for following or attempting to follow any of your Orders.

11.7 We will not be obliged to check or have regard to any assumption made or expressed by You as to the effect of any trade on your existing or overall positions with Us. We need not have regard to your comments that any trade You place is a trade to close all or part of an Open Position. We will treat all trades as a buy or a sell regardless of whether the trade has the effect of opening a new position or closing an existing one. It is your responsibility to be aware of your positions at all times including expiry dates.

11.8 If you give Us an Order that is fulfilled by Us but which subsequently results in a breach by You of this Customer Agreement, You will solely be liable for the breach of this Customer Agreement and remain liable for the settlement of the resultant Transaction in accordance with the terms of this Customer Agreement.

11.9 You may give only the following Orders of trading character using our Online Trading Systems:

a) OPEN – to open a position as Market Order or Limit Order,

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b) CLOSE – to close an open position as Market Order or Limit Order, or

c) To add, remove, edit orders for Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop;

11.10 Any other Orders not mentioned in Section 11.9 are unavailable and are automatically rejected. Limit orders are generally filled at the requested price. If the price requested is not available in the market, the Order will be filled as a Market Order. If the requested price of a Stop Loss or Take Profit is reached at the open of the trading session, the Order will become a Market Order.

11.11 All open spot positions will be rolled over to the next Business Day at the close of business in the relevant underlying market, subject to our rights to close the open spot position.

11.12 Subject to this Customer Agreement and as amended from time to time, We may allow our Clients, at our sole discretion, to specify a closing price for “Stop Loss” or “Take Profit” Orders. Upon our acceptance of such Order, You hereby authorize Us to close the respective Order subject to the terms specified in the Order without any further notice from Us to You. Any confirmed positions cannot be cancelled or changed.

11.13 You have no right to change or remove Stop Loss, Take Profit and Limit Orders if the price has reached the relevant level.

11.14 Orders can be transmitted for execution, changed or removed only within the operating (trading) time and if they are not executed, they shall remain effective through the next trading session.

11.15 Your Order shall be valid in accordance with the type and time of the given Order, as specified. If the time of validity or expiration date/time of the Order is not specified, it shall be valid for an indefinite period.

11.16 Orders: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop are transmitted for execution at the price declared by the Client on the first market price touch. The Company reserves the right not to transmit the Order; or to change the opening (closing) price of the Transaction in case of the technical failure of the Online Trading System and in case of other technical failures.

11.17 Under certain trading conditions it may be impossible to transmit Orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell limit, Sell Stop) at the declared price. In this case the Company has the right to transmit the Order for execution or change the opening (closing) price of the Transaction at a first market price. This may occur, for example, at times of rapid price movement, if the price rises or falls in one trading session to such an extent that under the Rules of the relevant exchange, trading is suspended or restricted or during the starting moments of the trading session. In the case of such an event, the Order will be executed at the next best price. As a result, placing such Order will not necessarily limit your losses/take your profits to the fully intended amounts because market conditions may make it impossible to execute such an Order at the stipulated price. It should be noted that the price at which a trade is executed at may vary significantly from original requested price during abnormal

market conditions. 'Slippage' is a normal market practice and a regular feature of the foreign exchange markets under certain conditions such as but not limited to illiquidity and volatility due to news announcements, economic events and market openings, therefore trading according to news cannot be guaranteed. Please refer to our Risk Disclosure Policy and website for further details about Slippage.

11.18 We may establish cut-off times for instructions or Orders which may be earlier than the times established by the particular market and/or clearing house involved in any Transaction and you shall have no claims against Us arising out of the fact that an Order was not placed by You before our cut-off time.

11.19 We have the right to change the contract specifications, including leverage and spreads, at any time depending on the market situation. You agree to check the full specifications of the CFD before placing any Order. We have the right to allow a change to your trading Account Leverage or Spreads at our discretion.

11.20 The level of Swap Rates vary in size and change depending on the level of interest rates. We reserve the right to change the level of Swap Rates and credit your Account accordingly. From Friday to Monday swaps are calculated once. From Wednesday to Thursday swaps are calculated in triple size.

11.21 Our spreads are based on the market rates received by Us from the execution broker(s) and/or liquidity providers and are pre-determined according your Account status. Spreads and/or the minimum deal size may be changed at our discretion without your prior consent and/or informing you in writing.

11.22 The Client accepts that the transmitted Orders shall be solely executed by the Company's execution broker(s) and/or liquidity providers which may change from time to time and may be based in jurisdictions not covered under regulations. For any orders placed with the Company, the Company shall act as an agent, and not as a principal, on the Client's behalf (Reception and Transmission on Orders).

11.23 You acknowledge that We derive our revenue as fixed share of the Spread regardless of You winning or losing deals. Therefore, in case the fair market price reduces our commission in a specific Transaction it may occur that the Transaction will not be executed by our liquidity providers. In the event of such, a new price quote will be sent to You for consideration.

11.24 For MT4 users We operate under a First-In-First-Out no hedge basis meaning opened deals involving the same Underlying must be closed out before another deal with the same Underlying but in the opposite direction is opened. Hedged positions shall be closed or cancelled in the discretion of the Company without prior notification of the Client.

## 12 Best Execution Policy

12.1 The Company follows a strict reception and transmission of orders execution policy and as such we shall ensure each time when carrying out Clients' Orders, or acting on behalf of Clients that the following criteria shall be considered as applicable:

- (a) the characteristics of the Client
- (b) the characteristics of the Client's Order
- (c) the characteristics of Financial Instruments that are the subject of the Order
- (d) the characteristics of the execution venues to which the Order can be directed

12.2 The Company shall take all reasonable steps to obtain the best possible result for a Client considering price, costs, speed, likelihood of execution and settlement, size nature or any other consideration relevant to the execution of the Order. Please note that specific instructions from You in relation to the execution of Orders may prevent Us from following our order execution policy in respect of the elements of execution covered by the specific instruction.

12.3 Where the Company shall carry out an Order, the best possible result shall be determined in terms of the total consideration, representing the price of the Financial Instrument and the costs related to carry out that Order, which shall include all expenses incurred by the Client directly related to the execution of the Order, including execution venue fees, clearing and settlement fees and any other fees paid to third parties involved in the execution of the Order.

12.4 For the purposes of delivering best execution where there is more than one competing venue to carry out an Order for a Financial Instrument, in order to assess and compare the results for the Client that would be achieved by executing the Order on each of the execution venues listed in the Company's order execution policy that is capable of executing that Order, the Company's own commissions and costs for executing the Order on each of the eligible execution venues shall be taken into account in that assessment.

12.5 Finally, as a safeguard for best execution, the Company shall not structure or charge their commissions in such a way as to discriminate unfairly between execution venues. The Company's detailed Best Execution Policy can be downloaded on the Website.

### 13 Refusal to Transmit Orders

13.1 Without prejudice to any other provisions herein, You agree and understand that We have the right, at any time, without giving any notice and/or explanation, to refuse, at our discretion, to transmit any Order for execution, and that you have no right to claim any damages, specific performance or compensation whatsoever from us, in any of the following cases but not limited to:

- a) Whenever we deem that the transmission of the Order for execution affects or may affect in any manner the reliability or smooth operation of the Online Trading System,
- b) Whenever there are no available cleared funds deposited in your Account to pay all the charges and required Margin relating to the said Order,
- c) There is absence of essential details of the Order,
- d) It is impossible to proceed with an Order regarding the size or price,
- e) Your Order has more than one interpretation or is unclear,

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- f) It is impossible for the Order to be executed due to condition of the market or customs of a trading volume,
- g) We received from You a notice for the termination of this Customer Agreement,
- h) We have sent You a notice of termination of the Customer Agreement,
- i) If any doubt arises as to the genuineness of the Order,
- j) Where We suspect that You are engaged in money laundering activities or terrorist financing,
- k) In consequence of lawful claims or requirements of corresponding organized trading platforms, affiliates as well as in consequence of lawful claims of third parties,
- l) Where the legality of the Order is under doubt,
- m) In consequence of request of a court order,
- n) In the circumstances mentioned in Section 9 and Section 21,
- o) Where the Order is placed in a manner and form not compliant with our normal operations of business, or
- p) When the underlying market is closed, and the Company does not receive liquidity from its execution venues.

#### 14 Confirmations and Client Reporting

14.1 We reserve the right, at our discretion, to confirm in any manner the instruction and/or Orders and/or communications sent through the Online Trading System. You accept the risk of misinterpretation and/or mistakes in the instructions and/or Orders sent by You, regardless of how they have been caused, including technical and/or mechanical damage.

14.2 Information on Order(s) status, Accounts status, Trade Confirmations and messaging facility between Us and You may be available via, but not limited to, our Online Trading System.

14.3 Any notice or other communication to be provided by us under the Customer Agreement, including a trade recap, Account statements and Trade Confirmations, will be sent to you either in electronic form by e-mail to the email address which We have on record as provided by You or via our Online Trading System. You are obliged to provide Us with e-mail and mailing addresses for this purpose. We are not responsible for any delay, alteration, re-direction or any other modification the message may undergo after transmission from Us.

14.4 It is your responsibility to inform Us of any change to your email address (or any other relevant personal information), the non-receipt of a Trade Confirmation, or whether any Trade Confirmations are incorrect before settlement.

14.5 We will send to You, in the method specified above in Section 14.3, a Trade Confirmation in respect of each executed Order. Such documents shall, in the absence of manifest error, be deemed conclusive unless You notify Us in writing to the contrary within 48 hours of receipt of the said Trade Confirmation. In the event that You believe that We have entered into a contract on your behalf, which should have produced a Trade Confirmation, but You have not received such Trade Confirmation, You must inform Us immediately but not later than 48 hours when You ought to have received such Trade Confirmation. In the absence of such information the Contract may at our absolute discretion be deemed non-existent.

14.6 A statement of Account is available to You on the private zone of your Account. Any confirmation or proof for any act or statement of Account or certification issued by us in relation to any Transaction or other matter shall be final and binding on you, unless you have any objection in relation to such statement of account or certification and the said objection is filed in writing and received by us within five (5) Business Days from the issuance of any statement of Account or certification.

14.7 We may provide to you reports for the requested date on the Balance of your Account. Such Reports can be provided within 5 (Five) Business Days from the date of receipt of the request for such Report from the Client and will be subject to a standard minimum fee.

14.8 If We hold your funds, We shall send to you, upon your request, a statement of those funds.

14.9 We will provide You with an online access to your Account via our Online Trading System by using your Access Data, which will provide You with enough information in order to manage your Account and reporting, therefore We may not be providing you with periodic and/or annual statements.

14.10 The Company reserves the right to charge a fixed payment of USD 50 every three months for account maintenance assuming that the account has these available funds. If the Client account is funded with less than USD 50 and has been inactive for the said period, the Company reserves the right to charge a lower amount to cover administrative expenses and inform the Client of the pending Account closure within the next 10 business days after this notification. In the case of Account closure this Agreement will be suspended and/or your account will be archived.

## 15 Assurances, Guarantees

15.1 By agreeing to be bound by this Customer Agreement, and again on each occasion that You place an Order, You represent and warrant and guarantee to Us as follows:

a) You are placing the Order and entering into the Transaction as principal, (that is on your own behalf and not in any capacity for any third person), unless You have produced to our satisfaction, a document and/or powers of attorney enabling You to act as representative and/or trustee of any third party and relevant identification documents for such third party.

- b) You are entering into and performance of the terms of this Customer Agreement and each Transaction does not breach, conflict with or constitute a default under any law, regulation, rule, judgment, contract or other instrument binding on You or any of your funds or assets.
- c) You are not subject to any restrictions in placing the Order or entering into the Transaction contemplated by the Order.
- d) You have taken such advice in respect of the Transaction contemplated by the Order and have not relied on any representation or information provided by Us in reaching your decision to enter into the Transaction.
- e) You are duly authorized to and have obtained all necessary power, authorizations and approval to enter into this Customer Agreement and to sign, and deliver to Us, the Application Form and to enter into each trade and give Orders and to otherwise perform your obligations under this Customer Agreement.
- f) All the information disclosed to Us in your Application Form, the documentation provided and otherwise is true and accurate and that You undertake to inform Us in writing should there be any changes to the information provided.
- g) The documents handed over by You to Us are valid and authentic and to the best of your knowledge and belief, the information provided in the Application Form and any other documentation supplied in connection with the application form, is correct, complete and not misleading and You will inform Us if any changes to such details or information.
- h) Your funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing.
- i) You are over 18 years old and of sound mind, having no legal or other restriction prohibiting you from entering into this Customer Agreement.
- j) You have provided Us with your investment objectives which are relevant to our Services for example whether there are any restrictions on the markets or instruments in which any Transactions will be sent for execution for you, depending on your nationality or religion.
- k) All actions performed under the Customer Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected.

#### 16 Third Party Authorization to Trade

16.1 You have the right to authorize a third party to give instructions and/or Orders to Us provided You have notified to Us in writing, of exercising such a right , that this third party fulfils all of our requirements for this and prior written approval is obtained from Us.

16.2 Unless We receive a written notification from You for the termination of the said third party's authorization, We will continue accepting instructions and/or Orders given by this person on your behalf and You will recognize such orders as valid and binding on You.

16.3 The written notification for the termination of the authorization to a third party must be received by us with at least 5 Business Days prior the termination date.

#### PART IV – GENERAL PROVISIONS

##### 17 Legal Provisions

17.1 Notwithstanding any other provision of this Customer Agreement, in providing Services to You We shall be entitled to take any action as We consider necessary in our absolute discretion to ensure compliance with the relevant market Rules and/or practices and all other Applicable Regulations.

17.2 We are authorized to disclose information relating to You and/or your Transactions as required by Applicable Regulations and/or where We believe it is desirable for the proper management of your Account.

17.3 Under Applicable Regulations, We will keep Client records for at least seven years after termination of the Customer Agreement.

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

##### 18 Introduction of Clients

18.1 Some Clients may have been introduced to the Company by a business introducer. In such case and by accepting this Customer Agreement, the Client acknowledges that:

- a) The business introducer is not a representative of the Company nor is it authorized to provide any guarantees or any promises with respect to the Company or its Services,
- b) The Company shall not be liable for any type of agreement that may exist between the Client and the business introducer or for any additional costs that might result as a result of this Customer Agreement, and
- c) Based on a written agreement with the Company, the Company may pay a fee or a retrocession to the business introducer as defined in Section 19 (Inducements).

##### 19 Inducements (payments to/from third parties)

The Company may pay and/or receive fees/commission to/from third-parties provided that these benefits are designed to enhance the quality of the service offered to the Client and not impair compliance with the Company's duty to act in the best interests of the Client.

19.1 The Company may pay fee/commission to business introducers, referring agents, or other third parties based on a written agreement. This fee/commission is related to the frequency/volume of Transactions and/or other parameters.

19.2 The Company may receive fees/commission as well as other remuneration from third parties based on a written agreement. The Company may receive fees/commission from the counterparty through which it executes Transactions. This fee/commission is related to the frequency/volume of Transactions executed and/or other parameters.

## 20 Third Party recommendation and Market Commentary

20.1 We may provide You with access to third party trading recommendations, market commentary or other information. Where we do so:

a) this is incidental to your dealing relationship with Us. It is provided solely to enable You to make your own investment decisions and does not amount to investment advice,

b) if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, You agree that you will not pass it on to any such person or category of persons,

c) We give no representation, warranty or guarantee as to the accuracy of completeness of such information or as to the tax consequences of any Transaction, and

d) You accept that prior to dispatch, We may have acted upon it ourselves to make use of the information on which it is based. We do not make representations as to the time of receipt by You and cannot guarantee that You will receive such information at the same time as other Clients. Any published research reports or recommendations may appear in one or more screen information service.

20.2 Market commentary is subject to change and may be withdrawn at any time without notice.

## 21 Complaints

21.1 Enquiries can be addressed to us in two ways: through the Contact Us Section found on our Website or by sending us an email as described in Section 21.2 below. On the 'Contact Us' section there is a scroll down menu named the 'Reason you are contacting Us' and the client can select "complaint" from the selection list. Enquiries shall be handled, in the first instance, by the customer support department within a 72hrs time limit. If you receive a response from the customer support department but deem your enquiry to be unsolved, we encourage you to contact the compliance department which is an independent department within our Company to submit your complaint. We have put in place formal procedures for handling complaints fairly and promptly aiming to solve any complaint submitted to us in a fair manner without escalating it further.

21.2 Any complaint must be submitted within five days of occurring either through the Contact Us Section or by email to [info@finsburey.com](mailto:info@finsburey.com) and needs to include:

- a) full name of the Client,
- b) Client's username,
- c) email and telephone number,
- d) clear description of the complaint including deal ID's, and
- e) supporting evidence to the complaint in question (i.e. screenshots)

21.3 For authentication reasons all complaints must be sent from the same Client's email address as the one in our records. If the complaint is received later than 5 days after the event occurred, then it will be in the Company's absolute discretion to accept the complaint or not.

21.4 All complaints must be made in English in a legible and comprehensive manner containing the information stipulated in Section 21.2. Complaints that do not contain this information and/or contain abusive language will not be processed.

21.5 We will try to resolve any complaints within three Business Days. If your complaint requires further investigation and we cannot resolve it within three Business Days, we will issue our holding response within three weeks of receiving the complaint. When a holding response is sent, it will indicate when we will make further contact (which should be within five weeks of receipt of the complaint).

21.6 The Company will send a final written response to the Client within six weeks from the date it is received. In case a Client complaint is not settled within a six weeks period, the company will still send a written response informing the Client about status of their complaint.

21.7 Any conflicts regarding pricing will be solved by checking the actual prices in the market at the specific time at which the error occurred. Investors should review their account statement and are responsible for reporting any mistakes found on the account within 48 hours after the issue of the statement.

21.8 Without derogating from the provisions of Section 21.1 above, it is expressly agreed that the Company shall not entertain complaints made in respect of:

- a) a Transaction or a Pending Order or any modification to the foregoing not accepted, rejected, deleted or reverted in accordance with the provisions of this Customer Agreement,
- b) any trading or Account management issue arising due to error in communications either on the side of the Client or the Company or both,
- c) any issues arising due to unavailability of the Online Trading System for maintenance and/or other technical works conducted in accordance with this Customer Agreement and/or 'Error' messages returned by the Online Trading System,
- d) any Transactions made with funds generated by the Client as profit from Transactions that were subsequently cancelled by the Company,

e) any issues arising out the failure of the Online Trading System's software/hardware in case no records on the server log-file exist to prove the Client sent instructions, or

f) any differences in the prices and/or Quotes provided by the Company for the respective Financial Instrument and any of the foregoing provided for any other Financial Instrument (including, without limitation, the Underlying) and/or provided for the same and/or similar Financial Instrument by any other company (whether the Company's affiliate or otherwise);

g) an erroneous price Quote and/or a spike in the Company's price feed;

i) any lost and/or unrealized profits or any non-financial losses.

21.9 The Company's records of the Client's Account, including and without limitation the server log files, shall be conclusive proof in respect of any complaint. Without limiting the generality of the foregoing, in case of a discrepancy between the trading logs on the server side and trading logs on the Client's side, the log files on the server side shall take precedence. If the server log-file has not recorded the relevant information to which the Client refers, the complaint based on this reference may not be considered.

21.10 The Client acknowledges that the Company may, at its sole discretion, prevent the Client from making any changes to the Order(s) in question during the time the respective Complaint is being reviewed.

21.11 If a decision to address the issue referred to in the Client's Complaint has been made by the Company, the Company may, at its sole and absolute discretion, choose either of the following methods:

a) Open and/or close a Transaction and/or Pending Order in question,

b) Satisfy (fully or partially) Client's request as stated in the complaint, or

c) Otherwise address the issue using methods, generally accepted in common market practice.

21.13 If a situation arises which is not expressly covered by a term of this Customer Agreement, We and You agree to try to resolve the matter based on good faith and fairness and by taking such action as is consistent with market practice.

21.14 In the case where a settlement is reached for a complaint, the Client agrees in writing to waive any rights to past or present claims against the Company and to withdraw any negative postings, announcements, filings or other publications on the Company.

21.15 We reserve our rights to proceed with legal actions where complaints are based on false or misleading information, evidence in support of the complaint has not been submitted in the initial claim or deliberately been withheld or any non-disclosure of information in favour of your claim.

## PART V – CLOSING PROVISIONS

### 22 Communication

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22.1 You should always read and refer to our Website for all information and disclosures about Us and our activities. Translation or information provided in languages other than English on the Website is for informational purposes only.

22.2 Unless the contrary is specifically provided, any notice, instructions, authorizations, requests, general enquiry or other communications and messages to be given by You to Us under this Customer Agreement shall be in English and in writing and shall be sent to Us at the contact details specified on our Website. If your communication is sent by post, it must be posted by registered mail or by commercial courier service.

22.3 We reserve the right to specify any other way of communication with You.

22.4 We may monitor and/or record any electronic communications between Us (including telephone calls, emails, text messages and instant messages) to provide verification of instructions and maintain the quality of our service, for training purposes and to check compliance with this Customer Agreement, our internal policies and procedures and Applicable Regulations. Any recordings shall be and remain the sole property of the Company and will 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.

22.5 You may call us between the hours of 09:00 Am to 17:00 PM on Business Days. If we need to contact you urgently regarding your Account We may contact you outside these times. You may use the chat facility for any enquires with our customer service desk outside of our official working hours.

22.6 Notices sent to You will be emailed to You at the email address which is registered on your Account or posted to You at the last address that You provided to Us as your normal residential address or given to You through the Online Trading System. It is your responsibility to ensure that You provide Us with accurate and up to date contact information.

22.7 Notices shall be deemed delivered: if sent by facsimile, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine, or if delivered via commercial courier service, at the date of signing of the document on receipt of such notice and shall take effect only when actually received by the recipient, provided they do not violate and are not contrary to any term of this Customer Agreement. All notices issued by registered post shall be deemed to be received seven (7) Business Days after the date of their dispatch. Notices issued by airmail shall be deemed to be received within seven Business Days after the date of their dispatch.

## 23 Charges and Taxes

23.1 You acknowledge that We derive our revenue as fixed share of the spread regardless of You winning or losing deals from the counterparty through which We execute transactions. This fee/commission is related to the frequency/volume of transactions executed and/or other parameters. However, and as a safeguard for best execution, the Company shall not structure or charge their commissions in such a way as to discriminate unfairly between execution venues should more than one execution venue be available. For further details please refer to

Sections 11.23 and 19. Account maintenance fees are listed in Section 14.10. Since rollover fees depend on several market parameters (such as but not limited to the Financial Instrument in question, market volatility, etc) the incurred fee may change. Please refer to the “Trading Conditions” sections of our Website for examples. The Company does not charge any fees for transferring the funds to You, but any expenses incurred by the bank, credit card company, payment processor or e-wallet for transferring the funds shall be borne by You. For further details please refer to Section 8.

23.2 You agree to pay our charges and applicable taxes (if any) at the rates and times set out on our Website from time to time. We may vary our charges from time to time and publish them on our Website accordingly. It will remain solely your responsibility to review the relevant sections of our Website and stay informed about any changes in our charges.

23.3 We may share dealing charges (commissions) with third parties or receive remuneration from them in respect of Transactions carried out on your behalf.

23.4 You undertake to pay all stamp expenses relating to the Customer Agreement and any documentation which may be required for becoming our Client or the carrying out of the Transactions under the Customer Agreement.

23.5 You shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.

23.6 Commissions for deposit and/or withdraw of funds may be amended by Us from time to time. It will remain solely your responsibility to review the relevant sections of our Website and stay informed about any changes in our charges. In addition, You will be liable for any charges levied by any third-party provider involved in the transfer process.

## 24 Information, Confidentiality, Data Protection and Privacy Policy

24.1 You agree to provide Us with such information as We may reasonably request from time to time to enable Us to comply with Applicable Regulations to provide the Services. Where You provide Us with information, You are responsible for ensuring that it is correct and should promptly inform Us in writing of any change.

24.2 We will treat your information as confidential and will not disclose it to any person without your prior written consent except for those members of our personnel who require information thereof for the performance of their duties under this Customer Agreement, or where disclosure is made necessary pursuant to a court decision or when disclosure of certain types of such information is required under Applicable Regulations and to our professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well. In addition, if the Client is a natural person, the Company will use, store, process and handle personal information provided by the Client in connection with the provision of the Services, in accordance with Applicable Regulations and the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any), provided that the Client pays a nominal administrative fee..

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24.3 We may collect your information directly from You (in your completed Application Form or otherwise) or from other persons including, for example, credit reference agencies, fraud prevention agencies and the providers of public registers.

24.4 We may use your information in order to provide, administer, tailor and improve the Services, our relationship with You and our business generally (including communicating with You and facilitating your use of the Website and/or our telephone trading facilities); to carry out credit, anti-money laundering and fraud prevention checks; to exercise and/or defend our legal rights; and to comply with all Applicable Regulations and the requests of enforcement authorities in any jurisdiction. You acknowledge that We may also need to transfer your information to countries outside our home jurisdiction and by entering into this Customer Agreement, You hereby consent to the transmittal of your personal data outside of Mauritius.

24.5 You agree that We may contact You by telephone, email or post to tell You about products or services offered by Us in which You may be interested in. We will not contact You for this purpose, however, if You inform Us that You do not wish to receive such communications.

24.6 The obligations to safeguard the confidentiality and not to disclose information do not apply to information that; is in the public domain or is made public without our/your actions (or failure to act); or is in our/your legal possession and was not subject to an obligation of confidence or non-disclosure at the moment of its receipt by You/Us.

## 25 Force Majeure

25.1 Except as expressly provided in this Customer Agreement, We will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing our obligations under this Customer Agreement where such failure, interruption or delay is due to:

- a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity or political crisis,
- b) Act of God, earthquake, hurricane, cyclone, flood, fire, epidemic or other natural disaster,
- c) Labour disputes not including disputes involving our workforce,
- d) Suspension of trading on a market, or the fixing of minimum or maximum prices for trading on a market, a regulatory ban on the activities of any party (unless We have caused that ban), decisions of state, regulatory or administrative authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms,
- e) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority,

f) Breakdown, failure or malfunction of any electronic equipment, network and communication lines (not due to the bad faith or wilful default of ourselves), hacker attacks and other illegal actions against our server and Online Trading System, or

g) Any event, act or circumstances not reasonably within our control and the effect of that event(s) is such that We are not able to take any reasonable action to cure the default.

25.2 In the event of Force Majeure, the affected party must notify the other party of the circumstances and of the events beyond its reasonable control within 3 Business Days.

25.3 In the event of Force Majeure We may suspend, freeze or close your positions.

## 26 Term and Termination

26.1 This Customer Agreement shall remain valid until its termination by virtue of the provisions of Section 26 herein.

26.2 We may terminate this Customer Agreement immediately upon the occurrence of any of the events set out below:

a) You fail to perform or comply with any obligation due to the Company,

b) You do not have the authority to transact business with Us or to do so in the way You customarily conduct business with us,

c) If You become deceased, declared absent or become of unsound mind,

d) Such termination is required by any competent regulatory authority or body or court of law,

e) You violate any provision of the Customer Agreement, and in our opinion, such violation cannot be remedied,

f) If you fail to make any payment or fail to perform any other act required by the Customer Agreement,

g) We have reliable information that a material adverse change in your financial condition has occurred or that You may not perform your obligations under the Customer Agreement, or You do not give to us adequate assurance of your ability to perform your obligations within 24 hours after receipt of the relevant request from Us,

h) If an application is made in respect of the Client pursuant to applicable bankruptcy legislation or any equivalent act in another jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or 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,

- i) If an order is made or a resolution is passed for your winding-up or administration (other than for the purposes of amalgamation or reconstruction),
- j) If any distress, execution or other process is levied against any of your property and is not removed, discharged or paid within seven days,
- k) If any security created by any mortgage, pledge, charge or other encumbrance becomes enforceable against You and the mortgagee or charge takes steps to enforce the security or charge,
- l) If any indebtedness of You or any of your subsidiaries becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of your default (or any of your subsidiaries) or you (or any of your subsidiaries) fail to discharge any indebtedness on its due date (inability to pay debts when they fall due).
- m) You convene a meeting for the purpose of making or proposing or entering into any arrangement or composition for the benefit of your creditors,
- n) If any of the representations or warranties given by You are/or become untrue,
- o) The Company reasonably considers that there is a material violation by the Client of the requirements established by the laws of Mauritius or other countries having jurisdiction over the Client or his trading activities, such materiality being determined in good faith by the Company.,
- p) If scalping or any other unauthorized trading activity is performed on the Online Trading System, automated or manual (the Company maintains a zero-tolerance policy for abusive trading strategies, fraudulent activities, manipulation or any other scams. Such activities include but are not limited to misuse of deposited and promotional/bonus funds, swap arbitrage, bonus arbitrage, cash-backs, internal or external hedging). In this case all Transactions performed that way will be annulled and cancelled,
- q) If you are classified as a Politically Exposed Person (PEP) or fail to provide adequate documentation with regards to the Know-Your-Client and Anti-Money-Laundry regulations the Company must follow.
- r) Duplicate registrations by the same Client are strictly forbidden (the Company maintains a strict policy of limiting accounts to one per person, family, household address, email address, telephone number, same payment account details (e.g. debit or credit card, Payfast, etc) and shared computer, e.g. in a public library or workplace) and all Transactions performed by all duplicate accounts will be annulled and cancelled and all profits generated will be debited.
- s) The Company reasonably considers that the Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing,

t) If the Company suspects that the Client opened or funded the Account fraudulently or that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities, or

u) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 26.5 hereunder.

26.3 Without prejudice to the Company's rights under Section 26.2 to terminate the Customer Agreement immediately without prior notice to the Client, this Customer Agreement may be terminated by either You or Us at any time by giving one Business Day's written notice to the other. As a result of termination of this Customer Agreement, your Account will be closed.

26.4 Your termination of this Customer Agreement will not affect any obligation or liability that You may then have to Us, including any liability or short position You may have arising from or in connection with Transactions initiated prior to the termination. Subject to Section 26.5 herein we will complete Transactions which are in progress at termination as soon as reasonably practicable.

26.5 Subject to Applicable Regulations, if any of the described in Section 26.2 occurs, then We may at our discretion at any time (without prejudice to any other right We may have) and without notice to You, take any one or more of the following actions:

a) Terminate this Customer Agreement immediately without prior notice,

b) On your behalf and in your name, suspend, freeze or close out all or any of your Open Positions,

c) Convert any currency,

d) Apply any of your cash and the proceeds of any Transaction in satisfaction of the amount owing to Us, including amounts due in respect of settlement, fees, commissions and interest and in case of fraud, reverse the funds back to the real owner or according to the instructions of the law enforcement authorities of the relevant jurisdiction,

e) Keep such Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations You have, including, without limitation, the payment of any amount which You owe to Us under the Customer Agreement,

f) Close your Account,

g) Annul or cancel any or all your past Transactions and debit all generated profits,

h) Take legal action for any losses suffered by the Company.

26.6 We reserve the right to combine any Accounts opened in your name, to consolidate the Balances in such Accounts and to set off those Balances in the event of termination of the Customer Agreement.

26.7 If there is Balance in your favour, We will (after withholding such amounts that We in our absolute discretion consider appropriate in respect of future liabilities) pay such Balance to You as soon as reasonably practicable and supply You with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to your instructions, but We have the right to refuse transfer any funds to a third party.

## 27 Applicable Governing Law and Jurisdiction

27.1 This Customer Agreement shall be governed by, and construed in accordance with, the laws of Mauritius.

27.2 If a settlement is not reached by the means described in Section 21 of this Customer Agreement, any dispute, controversy, difference or claim arising out of or relating to the present contract may at any time be referred, by consenting parties, to mediation under the Mediation Rules of the Arbitration and Mediation Center of the Mauritius Chamber of Commerce and Industry (MARC).

In the event no mediation is attempted, or if mediation is attempted and no settlement is reached within sixty days of the commencement of the mediation, or such further period as the Parties shall agree in writing, the dispute, controversy, difference or claim shall be referred, or referred back as the case may be, to be finally resolved by arbitration administered by the Arbitration and Mediation Center of the Mauritius Chamber of Commerce and Industry (MARC) under the MARC Arbitration Rules in force when the Request for Arbitration is submitted.

The seat of arbitration shall be Port Louis, Mauritius.

The number of arbitrators shall be one.

The arbitration proceedings shall be conducted in the English language.

## 28 Third Parties

28.1 We may at any time transfer, assign or novate any of our rights, benefits or obligations under this Customer Agreement subject to providing two Business Days' prior written notification to You. This may be done without limitation in the event of merger or acquisition of the Company with a third party, reorganisation of the Company, winding up of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party. It is agreed and understood that in the event of transfer, assignment or novation described above, the Company shall have the right to disclose and/or transfer all Client information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client's trading history) transfer the Account and the Client's money as required, subject to providing two Business Days' prior written notice to the Client.

28.2 Your rights and obligations under this Customer Agreement are personal to You and are not capable of transfer, assignment or novation.

28.4 You are fully aware that investment information which may be announced by Us to You from time to time or on a regular basis is not necessarily the result of investment research conducted by Us. Where such investment research is outsourced from our operations, We shall undertake every effort as to monitor the level and standard of diligence to which such research is undertaken but cannot guarantee that the provider is subject to control by the government or any regulatory authority equal in standard and/or scope to the one We adhere to. Facts, opinions and any further findings or omissions thereof do not represent the views of the Company and We cannot be held liable for any losses, damages or claims which result directly or indirectly from any third-party research which You rely on in making an investment decision.

28.5 You are fully aware that if You are assigning rights to third parties (for example money managers, trading robots, signal providers, etc) We shall only provide our Services to You as described in Section 3 and your assignment of services to third parties shall be solely your responsibility. Any facts, opinions, findings, services or omissions thereof do not represent the views and services of the Company and We cannot be held liable for any losses, damages or claims which result directly or indirectly from any third-party assignments.

## PART VI – DEFINITIONS AND INTERPRETATIONS

In this Customer Agreement the following words shall have the corresponding meanings:

**Access Codes:** Your login and password given to You by Us in order to have access on our Online Trading System or Website (where applicable).

**Access Data:** Your Access Codes, your Account number and any information required to make Orders with us in any way.

**Account:** Any Transaction account which we may open for you on our records to allow you to trade in Financial Instruments.

**Applicable Regulations:** (a) the Rules of the relevant market; (b) the applicable Rules, Circulars, Directives, Regulations and Guidance Notes issued by the Financial Services Commission of Mauritius and by other relevant regulatory bodies; and (c) all other applicable laws, Rules and regulations as in force from time to time in any jurisdiction.

**Application Form:** The application form completed by You to apply for our Services (via which We will obtain amongst other things necessary information for your identification and due diligence in accordance with Applicable Regulations).

**Balance:** The total sum on your Account after the last completed Transaction made within any period of time.

**Base currency:** The first currency in the Currency Pair.

**Bonus Terms:** The conditions as advertised in marketing campaigns from time to time that must be fulfilled in order to receive the bonus incentive and in accordance with Section 8 of this Customer Agreement to qualify for a pay-out of such incentive.

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**Business Day:** Any day, other than a Saturday, a Sunday or a public holiday, on which We are open for business.

**Buy Limit:** An Order to purchase at or below a specified price.

**Buy Stop:** An Order to purchase at the "ask" price equal to or greater than the one specified in the Order

**CFDs:** A Financial Instrument which is a Contract for Difference by reference to variations in the price of an Underlying such as currencies (Spot FOREX), metals, commodities, futures, options, forwards, stocks, indices etc. All CFDs offered by the Company may be found on the Website.

**Customer Agreement:** This Agreement between Us and You which also includes the following documents to be found on our Website: (a) Costs and Fees, (b) Contract Specifications, (c) General Risk Disclosure, as may be amended from time to time.

**Contract Specifications:** Each lot size or each type of Underlying in a Financial Instrument offered by Us as well as all necessary trading information concerning Spreads, Swaps, Margin requirements etc, as determined by Us from time to time on our Website.

**Currency of the Account:** The currency that You choose when opening an Account with Us or converted into at your choice after the opening the Account.

**Currency Pair:** A type of Underlying consisting of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

**Financial Instrument(s):** CFDs, NDFs and Rolling Spot.

**Force Majeure:** The events as set out in Section 25.1.

**Leverage:** A ratio in respect of Transaction size and initial Margin. For example, 1:200 ratio means that in order to open a position, the initial Margin is two hundred times less than the Transactions size.

**Limit Order:** An Order to buy or sell at a specified price or better.

**Margin:** The necessary guarantee funds to open positions or to maintain Open Positions, as determined in the Contract Specifications for each Underlying in a Financial Instrument Transaction.

**Market Order:** An Order executed immediately at best available market price.

**NDFs:** Non-Deliverable Forwards and has the same meaning as CFDs.

**Nominee:** Any company as We may appoint as our nominee from time to time (and which may be a member of our group) whose principal function is to hold funds acquired by our Clients.

**Online Trading System:** The password protected electronic platform facility (which includes the aggregate of our computer devices, software, databases, telecommunication hardware) making it possible for You to obtain information of markets in real time, make technical analysis on the markets, enter into Transactions, place/modify/delete Orders, receive notices from Us and keep record of Transactions.

**Open Position:** A deal of purchase/sale not covered by the opposite sale/ purchase of the contract.

**Order:** An instruction by You to Us to deal in Financial Instruments available for Transactions on our Online Trading System.

**Parties:** The parties to this Customer Agreement – You and Us.

**Pending order:** Order for buy or sell a Financial Instrument at a price different from the market price.

**Quote:** The information of the current price for a specific Underlying of a Financial Instrument, in the form of the bid and ask prices.

**Quote Currency:** The second currency in the currency pair.

**Rolling Spot:** Has the same meaning as CFDs.

**Rules:** Laws, articles, regulations, directives, procedures and customs as in force from time to time.

**Scalping:** Refers to the opening and closing of a position within seconds. We have a one-minute minimum time interval between opening and closing trades.

**Sell Limit:** An Order to sell at or above a specified price.

**Sell Stop:** An Order to sell at the "bid" price equal to or less than the one specified in the Order.

**Services:** The services provided by Us under this Customer Agreement as specified in Section 3.

**Slippage:** This term refers to the difference between the expected price and the price at which the trade is executed.

**Spread:** The difference between the ask and the bid prices of an Underlying in a Financial Instrument at that same moment.

**Stop Loss:** means an offer to close a Transaction at a price determined in advance by the Client 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.

**Stop Out:** Situation when We execute the right to close all your Open Positions at current market price or the last available price and your equity divided by Balance falls below the stop out level specified for your account type or for a particular Financial Instrument.

**Swap or Rollover:** The interest added or deducted for holding a position open overnight.

**Swap Rates:** The rate of the fixed portion of a Swap, at which the Swap will occur for one of the Parties entering into a Financial Instrument.

**Take Profit:** means an offer to close a Transaction at a price determined in advance by the Client 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.

**Trade Confirmation:** A message from Us to You confirming the transmission for execution of your Order.

**Transaction:** Any dealing of the Client in a Financial Instrument.

**Underlying:** The object or underlying asset in a Financial Instrument which may be currencies (spot FOREX), stocks, metals, commodities, futures, options, forwards, indices offered by the Company from time to time.

**We (our, us):** 360 Capital Ltd is a globally operating brand and includes any of our affiliated companies.

**Website:** [www.360capital.com](http://www.360capital.com) or any other Website of the Company's trade names, as We may from time to time notify to You.

**You:** The Client(s) who is (are) the holder(s) of the Account.