



FXTM

IT'S FOREX TIME

AGREEMENT FOR THE PROVISION OF DISCRETIONARY PORTFOLIO MANAGEMENT AND ANCILLARY SERVICES

1. INTRODUCTION

- 1.1 This Portfolio Management Agreement (hereinafter called the “Agreement”) is entered on the current date as set out herein below on the signature page by and between FT Global Ltd (hereinafter called the “Company” or “FXTM”) and the undersigned details of whom are set out herein below on the signature page (hereinafter called the “Client”).
- 1.2 The Company is authorized and regulated by the International Financial Services Commission of Belize (IFSC) under the Trading in financial and commodity-based derivative instruments and other securities with License No. IFSC/60/345/TS/14 and International asset protection and management with License No. IFSC/60/345/APM/14.
- 1.3 The Company will offer the FXTM Portfolio Asset Management Mechanism (hereinafter ‘PAMM’) Program strictly under the following terms of conditions, which are non – negotiable and will be amended only with proper notice to counter party by the Company alone and under the provisions of Clause 23.1 below.
- 1.4 This Agreement with the Risk Acknowledgement and Disclosure document, the Services document, the Customer Categorisation document, the Order Execution and Best Interest Policy and the Conflict of Interest Policy, attached to the schedules of this Agreement and the Terms of Business as amended from time to time in accordance with clause 23.1 (together, the “Operative Agreements”) set out the terms upon which the Company will deal with the Client in respect of Instruments.
- 1.5 The Client has read, understood and accepted all information loaded on the Company’s domain (website) [www. forextime.com](http://www.forextime.com) (hereinafter called “the main website”) clearly and publicly stated, available to all Clients including the Regulatory and Compliance and the Account Opening Agreements. The Company reserves the right to register and operate other relevant domains (websites) for marketing and promotional purposes to specific countries which contain information and disclosures to clients and prospective clients in any language other the English language. The Client accepts and understands that the Company’s official language is the English language and should always read and refer to the main website for all information and disclosures about the Company and its activities.
- 1.6 The Operative Agreements shall govern all trading activity of the Client with the Company and should be read carefully by the Client. Amongst other things, they set out those matters which the Company is required to disclose to the Client under the Applicable Regulations.
- 1.7 The Client by completing the Investor’s Questionnaire, which informs the Company as regards to the Clients Identity and Investment Profile, accepts the following terms and conditions and receives notice from the Company that he has been accepted as a Client, the Client enters into a legal and binding agreement with the Company. In case a client wishes to have a printed agreement, duly signed and stamped by the Company, the client must send two (2) signed copies of the Agreement to the Company, stating his postal address and a copy will be sent back to that address.
- 1.8 The defined terms used in this Agreement are set out in clause 2 (“Definitions-Interpretation”).

2. DEFINITIONS – INTERPRETATIONS

- 2.1 In the Agreement, unless the context otherwise requires, the following words shall be construed as follows:

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

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

“Annual Period” - shall mean every continuous annual period commencing, in the case of the first annual period, on the Date of Commencement of this Agreement and ending one calendar year thereafter and in the case of every subsequent annual

period, commencing on the first day which next follows the last day of the immediately preceding Annual Period and ending one calendar year thereafter.

“Applicable Regulations” - shall mean

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

“Application Form” – shall mean the application form/ questionnaire completed by the Client to apply for the Company’s Services including an online or electronic application (via which the Company will obtain amongst other things necessary information for the Client’s identification and due diligence and his categorisation in accordance with the Applicable Regulations), under this Agreement.

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

“Assets Valuation” – shall mean each internal policy of the Company for each Portfolio Management Program offered by the Company as applicable depending on the Client’s choice of Portfolio Management Program, in accordance with which policy the Market value of the Financial Instruments shall be determined, found in Appendix 2.

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

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

“Benchmark” shall mean a standard against which the performance of a portfolio may be compared and evaluated.

“Bid” - shall mean in relation to a Contract for Difference the lower price in the Quote being the price at which the Company may sell.

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

“Client Account” – shall mean the special personal account for internal calculation of Client’s Portfolio, including all completed Transactions and deposits and withdrawals, opened by the Company in the name of the Client. All calculations and the transfer of all types of remuneration to the investor are carried out by the Company.

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

“Corporate Action” - shall mean any step taken by an issuer of shares with reference to holders of its shares and includes capital reorganization, capitalisation or similar issue, change in listing, consolidation, conversion, delisting, de-merger, alteration in ranking, redemption, rights issue, scheme of arrangement, takeover change, cancellation in listing, a subdivision, reclassification, a share buy-back, a free distribution to existing shareholders by way of a bonus; a distribution to existing holders of the underlying shares of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer equally proportionately with such payments to holders of the underlying shares, or Securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe or receive shares, in any case for payment (in cash or otherwise) at less than the prevailing market price per share as determined by the Company; any other event in respect of the shares similar to any of the previous events or otherwise having a diluting or concentrating effect on the market value of the shares; or any event similar to any of the



previous events or otherwise having a diluting or concentrating effect on the market value of any Security not based on shares.

“Currency Pair” - shall mean the object/Underlying Asset in a Contract For Difference based on the change in the value of one currency against the other.

“Date of Commencement” – shall have the meaning specified in clause 3.1.

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

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

“Durable Medium” – shall mean any instrument which enables a client to store information addressed personally to that client, in a way accessible for future reference and for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

“Event of Default” - shall have the meaning given in clause 21.

“Final Value” - subject to the provisions of clause 12.3., the value of the Portfolio calculated in accordance with the provisions of clause 12.2.

“Financial Instruments / Instruments” – shall mean the instruments under the Company’s license as set out in Appendix 1.

“Force Majeure Event” – has the meaning as set out in clause 22.

“High Water Mark” - shall mean the Market value of the Client’s Assets at the date of determination of the last Net Adjusted Profit except that, if there have been no Net Adjusted Profit on the Client’s Assets from the date of the initial investment, then the High Water Mark shall instead be the Market value of the Client’s Assets at the date of the initial investment.

“Initial Value” - shall mean value of the Portfolio calculated in accordance with the provisions of clause 12.1

“Investment Policy Statement” - shall mean the policy as set out in Appendix 8 specifying the investment objectives, investment constraints, and allocation of the Portfolio held in management.

“Long Position” - shall mean in relation to a CFD a buy position that appreciates in value if market prices increase.

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

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

“Net Adjusted Profit” - shall mean the amount, if any, by which:

- (i) the Market value of the Client's Assets on the last day of each Annual Period or on the date the Agreement is terminated (less the Transaction Expenses incurred and any applicable taxes and duties imposed on the Client's Assets and paid by the Company at its own expense which shall be reimbursed by deduction from the Client's Assets) prior to application of the Strategy Fee, but after Management Fee exceeds.
- (ii) the High Water Mark.

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

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

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

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

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

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

"Portfolio" - shall mean the portfolio of cash, Financial Instruments and other assets as may be agreed between the Parties and any other cash, Financial Instruments and assets whatsoever which the Client from time to time entrusts to the Company, as such portfolio is varied from time to time in accordance with the provisions hereof. For the avoidance of any doubt, any cash, Financial Instruments and other assets acquired by the Company for the account of the Client in accordance with the provisions hereof shall form part of the Portfolio.

"Politically Exposed Persons" - shall mean:

- (i) natural persons who are or have been entrusted with prominent public functions, which means heads of State, heads of government, ministers and deputy or assistant ministers; members of parliaments; members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances; members of courts of auditors or of the boards of central banks; ambassadors, chargés d'affaires and high-ranking officers in the armed forces; members of the administrative, management or supervisory bodies of State-owned enterprises. None of the categories set out in the above shall be understood as covering middle ranking or more junior officials. Further, where a person has ceased to be entrusted with a prominent public function within the meaning of the above definition for a period of at least one year, such persons shall not be considered a Politically Exposed Person.
- (ii) The immediate family members of such persons as set out under definition (i), which means: the spouse any partner considered by national law as equivalent to the spouse; the children and their spouses or partners; and the parents.
- (iii) Persons known to be close associates of such persons as set out under definition (i), which means: any natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to in definition (i); any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in definition (i).

“Precious Metal” - shall mean spot gold or spot silver.

“Professional Client”-has the meaning specified in the document “Client Categorisation” in Appendix 3. “Quote” – shall mean the information of the current price for a specific Underlying Asset in a Contract for Difference, in the form of the Bid and Ask prices.

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

“Retail Client”-has the meaning specified in the document “Client Categorisation” in Appendix 3

“Services” - shall mean the services provided by the Company to the Client under this Agreement as set out in clause 5.

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

Account” – shall mean the unique personified registration system of the consisting of all completed transactions in CFDs,

Open Positions, Orders and deposit/withdrawal transactions in the Trading.

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

“Transaction” - shall mean a transaction with the Client’s Assets executed by the Company in the Client’s interests according to the Agreement.

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

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

“Website” - shall mean the Company’s website at <http://www.forextime.com/> or such other website as the Company may maintain from time to time for access by clients.

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

3. COMMENCEMENT AND DURATION

- 3.1. The Agreement will commence on the date on which the Client receives notice from the Company that he has been accepted as a Client (“Date of Commencement”), as soon as the Company has received a completed copy of Application Form and identity checks have been completed to the Company’s satisfaction.
- 3.2. The Agreement will continue unless or until terminated by either party in accordance with clause 24.
- 3.3. The Company is not to be required to (and may be unable to under Applicable Regulations) accept the Client as a client until all documentation it requires has been received by the Company, properly and fully completed by the Client.
- 3.4. The Client has no right to cancel the Agreement on the basis that it is a distance contract.

4. CLIENT CATEGORISATION AND CAPACITY

- 4.1. The Company will treat the Client as a Retail Client or Professional Client, depending on how the Client completes the Application Form, the Questionnaire and according to method of categorisation as this method is explained thoroughly in “Client Categorisation” (Appendix 3.) and by accepting these terms and conditions the Client accepts application of such method.
- 4.2. When categorising the Client, the Company will rely on the accuracy, completeness and correctness of the information provided by the Client in his Application Form and the Client has the responsibility to notify the Company if such information changes.
- 4.3. The Company has the right to review the Client’s Categorisation and request for a change in his Categorisation if this is deemed necessary (subject to Applicable Regulations).
- 4.4. The Client acts as a principal and not as agent, or representative or trustee or custodian on behalf of someone else. If the Client acts in relation to or on behalf of someone else, whether or not the Client identifies that person, the Company shall not accept that person as an indirect client and shall accept no obligation to that person, unless the Company agrees otherwise and provided all the documents regarding such a person as required by the Company are received.
- 4.5. Any person or agent notified to the Company as being authorised by the Client may give instructions to the Company concerning the Client Account.
- 4.6. Unless the Company receives a written notification from the Client for the termination of the authorisation of the person described in clause 4.5., the Company will continue accepting requests, instructions or other communication given by such person on the Client’s behalf and the Client recognises such as valid and committing to him.
- 4.7. The written notification of clause 4.5. for the termination of the authorisation to a third party has to be received by the Company with at least five (5) Business Days’ notice prior the termination date.
- 4.8. In the event of the death or mental incapacity of the Client (who is the only person that forms the Client), the Company will have no responsibility or liability whatsoever in respect of the actions or omissions or fraud of the authorised third party (appointed under clause 4.5. above) in relation to the Client’s Account and/or Client Money and the Company will stop accepting requests, instruction or other communications given by such person upon the Company receiving notice of the death or mental incapacity of the Client.

5. PROVISION OF SERVICES

- 5.1. Subject to the Client's obligations under the Agreement being fulfilled and any other rights of the Company herein in the Agreement, the Company will offer the following Services to the Client:
- a) Portfolio Management on a discretionary basis.
 - b) Safekeeping and administration of Financial Instruments for the account of the Client provided they are associated with the provision of the Investment Service of clause 5.1(a) herein, including custodianship and related services such as cash/collateral management, as described in clause 13.
 - c) Foreign Currency Services provided they are associated with the provision of the Investment Service of clause 5.1(a) herein.
- 5.2. The Client hereby appoints the Company as its true and lawful Attorney and Agent, with full power and authority to act as manager of the Client's Portfolio and the Company accepts its appointment upon the terms of the Agreement. The Company shall have the power and authority to substitute or appoint any other Attorney(s) under her. The Client hereby entrusts the Company with the administration and management of the Client's Portfolio, which for the purpose of the Agreement means the Company's authority to conclude any Transactions and perform operations with the Client's Portfolio on a discretionary basis without preliminary consultations or approvals each time with the Client.
- 5.3. Without prejudice to the generality of clause 5.2., the Company shall have full power and discretion to perform the following functions on behalf of the Client (and without prior reference to the Client):
- a) To invest or deal with the Client's portfolio (financial instruments) as the Portfolio Manager on own discretion deems appropriate for the Client;
 - b) purchase (or otherwise acquire), sell (or otherwise dispose of), maintain, exchange or trade in Financial Instruments (including CFDs) in any manner whatsoever;
 - c) enter into Contracts For Difference and hence place Quotes and Orders for transmission or execution with another investment firm or bank;
 - d) execute Transactions in regulated markets and Multilateral Trading Facility;
 - e) execute Transactions outside regulated markets and Multilateral Trading Facility, for example enter into over the counter transactions;
 - f) enter into Transactions in any markets and generally act in any other way which the Company deems appropriate in relation to the management and investment of the Portfolio;
 - g) to transfer clients' funds to their respective designated bank accounts, upon receipt of clients' withdrawal requests.
 - h) subscribe for issues and offers for the sale of Financial Instruments;
 - i) accept private placements, underwritings and sub-underwritings of Financial Instruments;
 - j) invest in mutual funds and collective investment schemes which are managed, operated or directed by the Company or any associated company as well as in Financial Instruments which are partly paid and that there is no limitation in the amount or percentage which may be invested in any Financial Instruments of a single issuer or in a single Financial Instrument or in any area of business activity;
 - k) issue orders and instructions with respect to the disposition of the Financial Instruments, forming part of the Portfolio;
 - l) effect foreign exchange for the account of the Client;
 - m) enter into, make and perform all contacts, agreements and other undertakings as may in the opinion of the Company be necessary or advisable or incidental to any of the provisions of the Agreement;
 - n) subject to any restrictions imposed on the Company, use derivatives and warrants to increase returns or reduce risk on the Portfolio;
 - o) exercise on behalf of the Client all rights conferred by Financial Instruments acquired for him;

- p) receive any dividend, coupon, interest payment or similar income distribution paid by the issuer of the Financial Instruments held by the Company hereunder in favour of the Client. If the Company receives any such income it shall be treated as the Client's Assets.
- 5.4. The Company shall also offer the Client automatic execution and indication of buying or selling a particular investment or a market shift on the basis of available charts, data and formulae.
- 5.5. In order to implement the authorities of clauses 5.1(a), 5.2. and 5.3. the Company is entitled to:
- a) deal through authorised brokers, banks, investment firms, authorised custodians and with counterparties that the Company considers appropriate in accordance with the Agreement including its Affiliated or associated companies.
 - b) execute any assignment, instrument of transfer, order, power of attorney and agreements necessary to perform its duties under the Agreement provided that:
 - c) register Client's Financial Instruments in the register with authorised custodian to ensure their appropriate accounting and an opportunity to exercise the rights on Financial Instruments according to the Applicable Regulations;
 - d) open Trading Accounts with other brokers, investment firms, banks or execution venues including its Affiliated or associated companies (for reception and transmission and/or execution of Transactions and Orders).
 - e) The Client shall issue to the Company power(s) of attorney in any form if it is necessary for performance of the Company's or its investment manager's obligation according to this Agreement.

6. PORTFOLIO MANAGEMENT PROGRAMS

- 6.1. The Company offers to the Client the choice to join any of its Portfolio Management Programs. Such Portfolio Management Programs, relevant information, applicable costs and fees and the history and performance of each such Program are provided on the Company's Website.
- 6.2. The Client hereby acknowledges and understands that each Portfolio Management Program bears its own fees and charges, Asset Valuation and procedures.
Such information is available on the Company's Website. By entering into this Agreement and choosing the particular Portfolio Management Program, the Client is consenting to be bound by the applicable fees and charges, Asset Valuation and procedures of the particular Portfolio Management Program.
- 6.3. The Client may apply to join a specific Portfolio Management Program offered by the Company by making an on-line request on the website of the Company and by complying with the Company's account opening procedures.
- 6.4. The Company shall compare the performance of each portfolio against one or more benchmarks, chosen at the discretion of the Company and considered to be appropriate in the circumstances. The Client agrees that the benchmark comparison shall be available on the Investment Portfolio Rating of all Portfolios, on the Website.
- 6.5. FXTM PAMM Account Rollover & Trading Interval:
- 6.5.1 The PAMM Account Rollover ("Rollover") takes place on all FXTM PAMM Investment Accounts at the beginning of each trading hour and may last for several minutes.
 - 6.5.2 A Rollover can be either Active or Idle:
 - a. An Idle Rollover is used for gathering statistics and updating information on the FXTM PAMM Account and Investment Accounts;
 - b. An Active Rollover is used for gathering statistics and updating information on the FXTM PAMM Account and Investment Accounts, calculating and paying of remuneration to FXTM PMD, and executing deposit and withdrawal requests;
 - 6.5.3 The type of Rollover (Active or Idle) is determined by FXTM PMD. A FXTM PAMM Account must have at least one Active Rollover per day.

- 6.5.4 If as a result of a technical malfunction a Rollover does not occur, the missed Rollover will take place at the beginning of the next hour after the malfunction has been fixed.
- 6.5.5 A Trading Interval on an FXTM PAMM Account begins on the date the FXTM PAMM Account is activated (first deposit):
- 6.5.6 A Trading Interval is equal to one calendar month.
- 6.5.7 The end of a Trading Interval designates the beginning of the following Trading Interval.

6.6. Where necessary by virtue of applicable legislation, all fees and/or charges and/or payments shall be subject to VAT.

7. INVESTMENT OBJECTIVES

- 7.1. The Company will rely on the Investment Policy Statement (in Appendix 8.) and its own knowledge, skills and experience in the sphere of investment operations on financial markets, so as to perform and execute any operations, Orders and/or Transactions with the Client's Portfolio in the Client's interests, so that such operations and Transactions are necessary to achieve the investment objectives of the Client. The investment objectives of the Client are those he has chosen in the Investment Policy Statement.
- 7.2. The types of Financial Instrument that may be included in the Client Portfolio and types of Transaction that may be carried out in such Financial Instruments, including any limits, if applicable, are in accordance with the Investment Policy Statement.
- 7.3. The Client shall forthwith notify the Company of any changes in his investment objectives or any restrictions on the scope of the Company's discretion. The Company may decline to accept such change in the Client's investment objectives or change in scope of its discretion and it shall do so as soon as is reasonably practical after receipt of the Client's notification inform the Client whether such change is accepted or rejected.
- 7.4. The Investment Policy Statement may be revised or supplemented at any time upon the mutual consent of the Parties by means of signing a new or amended Investment Policy Statement.
- 7.5. Any Change in the Client's investment objective or change in scope of the Company's discretion or change in the Investment Policy Statement of the Client may involve a change of the Portfolio Management Program, in which case the Client will have to accept the applicable Costs, Fees, Procedures and Asset Valuation for the new Portfolio Management Program or sign a new Agreement with the Company. It is agreed and understood that change of Portfolio Management Program is subject to approval by the Company.

8. SUITABILITY

- 8.1. The Company shall, when providing the service of portfolio management, have the right to request and obtain the necessary information regarding the Client knowledge and experience (in order to understand the risks involved in the Transaction or in the management of his Portfolio), his financial situation and his investment objectives, so as to be able to recommend the investment services and, financial Instruments that are suitable to the Client.

9. COMPANY POLICIES

- 9.1. The Client fully agrees with all provisions set forth in the Assets Valuation Policy (in Appendix 2.).
- 9.2. The Company shall provide the Client with information on the method and frequency of valuation of the Financial Instruments in the Client Portfolio, as specified in the Assets Valuation Policy.
- 9.3. Whilst acting in good faith, with proper due diligence, care, discretion and prudence, the Company shall avoid conflicts of interests and, in case they occur, the Company shall manage those fairly (according to the "Conflicts of Interest Policy" (in Appendix 4.).

- 9.4. The Company shall act in the Client's best interests according to the "Policy to Act in the Best Interest of the Client" (in Appendix 5.).

10. REPORTS

- 10.1. The Company shall provide the Client with Written periodic statements (the "Reports") on the Services provided to it, as provided in paragraphs 10.10 and 10.11 below.
- 10.2. Reports are available to the Client in a Durable Medium.
- 10.3. The Client is obliged to provide the Company with correct postal and e-mail address for the purpose of clause 10.2. It is the Client's responsibility to inform the Company of any change to his postal address or email address (or any other relevant personal information).
- 10.4. The Client is entitled to make reasonable written objections to the Report within 10 (ten) Business Days from the date when the Report is received by the Client. If the Client expresses no objections during this period, the Report is considered as approved by the Client. The Parties have agreed that the "reasonable objections" can be made by the Client only to the Company's actions which are not in compliance with the Agreement.
- 10.5. The Parties hereby agree that absence of objections to the Report of the Company shall mean that the Client accepts all Transactions concluded by the Company in the Client's interests during the corresponding reporting period.
- 10.6. If not otherwise agreed in writing by the Parties, an annual statement for each Annual Period is not required as the information is covered in the Reports.
- 10.7. The Company's Report shall contain the following information on the Transactions executed by the Company with the Client's Portfolio and on the flow of the Client's Portfolio:
- (a) the time period in which regards the information is contained in the report;
 - (b) the name of the Company;
 - (c) the full name, in case of a physical person or the trade name in case of a legal person or other designation of the Client's Account;
 - (d) a statement of the contents and the valuation of the Portfolio, including details of each Financial Instrument held, its market value, or fair value if market value is unavailable and the cash balance at the beginning and at the end of the reporting period, and the performance of the portfolio during the reporting period;
 - (e) the total amount of fees and charges incurred during the reporting period, itemizing at least total management fees and total costs associated with execution, and including, where relevant, a statement that a more detailed breakdown will be provided on request;
 - (f) if so agreed between the Company and the Client in a separate agreement, a comparison of performance during the period covered by the statement with an investment performance benchmark;
 - (g) the total amount of dividends, interest and other payments received during the reporting period in relation to the Client's Portfolio;
 - (h) information about other Corporate Actions giving rights in relation to financial instruments held in the Portfolio;
 - (i) unless the Client elects to receive information about executed transactions on a transaction-by-transaction basis, the following information for each Transaction executed during the period where relevant:
 - the trading day;
 - the trading time;
 - the type of the order;
 - the venue identification;

- the instrument identification;
- the buy/sell indicator;
- the nature of the order if other than buy/sell;
- the quantity;
- the unit price;
- the total consideration;

(j) other information in accordance to Applicable Regulations.

- 10.8 Where the Company provides portfolio management service for Clients' accounts that include an uncovered open position in a contingent liability transaction, a loss report based on thresholds agreed with Clients will be sent to Clients, no later than the end of the business day in which the threshold will be exceeded or, in a case where the threshold is exceeded on a non-business day, the close of the next business day.
- 10.9 Reports addressed to Professional Clients may not include all the information of clause 10.7.
- 10.10 Unless Applicable Regulations require differently, the frequency of the Reports will be every six months or where the Client so requests it every three months.
- 10.11 Where the Agreement is for a leveraged portfolio, the Client statement will be issued once a month. Where a Client elects to receive information on a transaction-by-transaction basis from the PMD, the statement or execution confirmation must be provided no later than the first business day following execution or no later than the first business day following receipt of the confirmation from the third party.

11. REMUNERATION AND EXPENSES

- 11.1 The Client shall pay the Company as remuneration for the Services provided hereunder the Management Fee and the Strategy Fee applicable for each Portfolio Management Program, which is calculated in accordance with the formula in Appendix 6 (the Management Fee and the Strategy Fee are hereinafter together referred to as the "Fee") within 5 (five) Business Days after the Report of the Company is accepted by the Client (subject to clause 10.4).
- 11.2 The Client hereby agrees that the Fee or any other Transaction Expenses may be paid to the Company by deduction from the Client's Portfolio and the Company is entitled to deduct the Fee from the Client's Portfolio, inter alia, the Company is entitled to sell the Client's Portfolio without any additional consent of the Client.
- 11.3 The Client agrees to pay the Company and reimburse the Company for any other Transaction Expenses. The Client hereby authorises the Company to reimburse the Transaction Expenses by deduction from the Client's Portfolio provided that the Company shall specify the Transaction Expenses in the Report.
- 11.4 The Client shall pay the Company, immediately when so requested by the latter and the Company is entitled to debit the Account of the Client with any value added tax or any other tax, contribution or charge which may be payable as a result of any Transaction, any act or action of the Company under the Agreement.
- 11.5 The Client shall independently pay all taxes and duties imposed on the amount of profit or income received by the Client as a result of the activity of the Company with the Client's Portfolio.
- 11.6 The Client acknowledges and agrees that other costs, including taxes, related to the Transactions in connection to the Client's Portfolio may arise that are not paid via the Company or imposed by the Company and the Client should seek independent expert advice if he is in any doubt as to whether he may incur any further tax liabilities.
- 11.7 Details of any taxes which the Company is required to pay on the Client's behalf will be stated on Reports issued to the Client.
- 11.8 The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the currying out of the Transactions under the Agreement.

- 11.9 When providing a Service to a Client, the Company may pay or receive fees, commissions or other non-monetary benefits from third parties as far as permissible under Applicable Regulations. To the extent required by law, the Company will provide information on such benefits to the Client on request.
- 11.10 The Company may vary its charges from time to time. The Company will notify the Client of any changes, before they come into effect. The variation will take effect from the date which the Company specifies in its notification to the Client. The Company will endeavor to provide the Client with at least seven Business Day notice of such alteration save where such alteration is based on a change in interest rates or tax treatment or it is otherwise impractical for the Company to do so.
- 11.11 The various Company charges appear on the Document “Costs and Fees” in Appendix 6. These may differ between various Portfolio Management Programs offered by the Company.
- 11.12 FT GLOBAL, under the terms and conditions of this Agreement and in accordance with its internal policies and procedures, reserves the right in its absolute discretion, to create a dormant accounts policy and/or to impose on any dormant and/or inactive account a handling fee of \$5/€5/£5/¥5 or equivalent per month and/or close the trading account upon and/or after the period of six (6) consecutive months of inactivity in the following cases:
- Where a client has not transacted with FT GLOBAL for a period of six (6) consecutive months and FT GLOBAL will deem the trading account to be dormant and/or inactivate.
 - Where a client's dormant and/or inactivate account(s) has a positive cash balance, FT GLOBAL reserves the right at its absolute discretion to apply and/or impose a handling fee of \$5/€5/£5/¥5 or equivalent per month and as this may be amended from time to time by FT GLOBAL.
 - Where a client makes a genuine attempt to resolve their account balances, FT GLOBAL reserves the right to waive any and/or all payments and/or fees at its own and absolute discretion.
- 11.13 Where a client's dormant account and/or inactivate account(s) has a zero cash balance the handling fee of \$5/€5/£5/¥5 or equivalent per month shall not be imposed by FT GLOBAL, however, FT GLOBAL will reserves the right to close the account(s) upon and/or after the period of six (6) consecutive months of inactivity.

12. VALUATION OF PORTFOLIO

- 12.1 The Initial Value for the first Annual Period or Monthly Period, as the case may be, shall be the value of the Portfolio deposited with the Company as at the Date of Commencement. The Initial Value of the Portfolio for every succeeding Annual Period shall be the one determined by the Company as the value of the Portfolio on the first day of the relevant Annual Period. All calculations and the transfer of all types of remuneration to the investor are carried out by the Company.
- 12.2 The Final Value for every Annual Period or Monthly Period, as the case may be, shall be the one determined by the Company, in accordance with the provisions of clause 12, as the value of the Portfolio on the last day of the relevant Annual Period or Monthly Period, as the case may be. In the event of termination of the Agreement, the Final Value of the Portfolio will be the value of the Portfolio on the date of Termination.
- 12.3 The Final Value of the Portfolio for the relevant Annual Period or Monthly Period will be compared with a benchmark that the Portfolio Management Department will select. The benchmark more accurately tracks the Clients assets and reflects each of the clients' investment objectives.
- 12.4 The Final Value of the Portfolio for the relevant Annual Period or Monthly Period, as the case may be, will be determined after deduction of all outstanding fees and expenses, including third-party ones.
- 12.5 The Portfolio shall be valued on the following basis:
- Financial Instruments, which are listed on any stock exchange shall be calculated on the basis of the closing offer price of the Instruments on the relevant date as published by the authorities of the relevant stock exchange or in any

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

- (b) Financial Instruments, which in the Company's opinion, cannot easily be realised, shall be calculated in accordance with such fair valuation as the Company may in each case determine; and gross dividends, distributions of cash, bonus shares or other bonus securities, rights issues, warrants and interest received from or in relation to investments of the Portfolio during any Annual Period or Monthly Period, as the case may be as well as any withdrawal of cash or investments from the Portfolio during any Annual Period or Monthly Period, as the case may be, as well as any withdrawal of cash or investments from the Portfolio during any Annual Period or Monthly Period, as the case may be, shall be taken into account in the valuation of the Portfolio and shall be added to the Final Value for the relevant Annual Period or Monthly Period, as the case may be.
- (c) Cash which has not been invested will be included in the valuation of the Portfolio.
- (d) Any monetary profits made from entering into CFDs will be included in the valuation of the Portfolio after deducting the applicable Fees and Transaction Expenses.
- (e) The Value of the portfolios is constantly changing based on the movement of underlying strategies (PAMM accounts) further deposits and withdrawals. The portfolio is computed using the index weighted average method. The first step in this methodology is to compute the value of each investment account (each investor has 1 or more investment accounts) in their portfolio. This is done by taking the number of outstanding shares of investment accounts and multiplying that by the portfolio current share price, or market value. For example, if one investor invests \$1,000 and the portfolio current share price (% rate of return) is at 102, then investor will receive 9.8 shares. The number of share is rounded up to 2 decimal points. Next, the market capitalization for all investment accounts are summed to obtain the total value of the portfolio. This share price value will fluctuate as the underlying strategies (PAMM Accounts) equity value changes. In order to understand how the underlying strategies (PAMM accounts) affect the portfolio, the equity weight needs to be calculated. This is done by dividing the equity value of Strategies by the total value of the portfolio. The larger the equity weight of a strategy, the more impact each 1% change will have on the portfolio.

13. SAFE CUSTODY OF FINANCIAL INSTRUMENTS AND HANDLING OF CLIENT MONEY

13.1 The Client's Portfolio shall be held either by the Company acting as custodian or by another custodian.

13.2 In cases where the safekeeping will be performed by a third party custodian, the Company shall inform this to its Clients by exercising due professional care and diligence. Clients' funds will be deposited in reputable authorised banks. The Company will exercise due skill and care in the selection of the custodians where the Clients' funds will be deposited. The Company will also perform periodic reviews of the third party providers and of their arrangements for the safekeeping of the funds and make decisions whether it will continue to keep the Clients' funds in the same third party providers or not. The custody fees will be paid by the Client. The custody fees are directly debited by the Company from the Client's Account.

13.3 The Company may vary its own custody fees from time to time. The Company will notify the Client of any changes, before they come into effect. The variation will take effect from the date which the Company specifies in its notification to the Client. The Company will endeavour to provide the Client with at least seven Business Days' notice of such alteration save where such alteration is based on a change in interest rates or tax treatment or it is otherwise impractical for the Company to do so.

13.4 When the Company plans to deposit Client Financial Instruments with a third party in a jurisdiction where such a practice is subject to specific regulation and supervision, the Company can only deposit Client Financial Instruments

13.5 The Company can only deposit Clients' Financial Instruments with a third party in a third country that does not regulate the holding and safekeeping of Financial Instruments for the account of another person:

- when the nature of the Financial Instruments and/or connected investment service requires their deposit with a third party in that third country;
- where the Financial Instruments are held for a professional Client who specifies in writing that they can be deposited with a third party in a third country.

13.6 The Company will not be responsible for the acts or omissions, insolvency or default of the custodian appointed under clause 13.1.

13.7 Unless otherwise agreed with the Client in writing and to the extent allowed under Applicable Regulations, the Company will deal with any Client Financial Instruments and Client money that it holds in accordance with the Applicable Regulations. This means that Client Financial Instruments and Client money will be segregated from the Company's own Financial Instruments and money and cannot be used in the course of the Company's business. The Company will promptly place any Client Financial Instruments and Client money into a Segregated Client Account.

13.8 The Client hereby acknowledges and agrees that some of the Client's Financial Instruments may be kept in the Company's own custody accounts with another authorised custodian due to the applicable legislation which does not allow the investment managers registered outside of any specified jurisdiction to open client accounts with local custodians and the Client expressly consents to this.

13.9 The Company shall not account to the Client for profits or interest earned on Client money (other than profit gained through trading from the Client's Portfolio) and the Client waives all right to interest.

13.10 The Company may hold Client Financial Instruments and/or Client money and the Financial Instruments and/or money of other Clients in the same omnibus account with a third party, according to Applicable Regulations.

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

13.12 The third party to whom the Company will pass Client Financial Instruments and/or Client money may have a security interest or lien over, or right of set-off in relation to those Financial Instruments and/or money.

13.13 The Company shall have a general lien on all Client Financial Instruments and Client money held by the Company or its Associates or its nominees on the Client's behalf until the satisfaction of his obligations. Before the exercise of the said right, which doesn't need the Client's consent, the Company shall give the Client notice stating its intention to exercise the lien, as well as the deadline upon the expiry of which the Company shall exercise the said right.

13.14 The Company will carry out reconciliations of records and Funds with the records and accounts of the money the Company holds in Accounts on a daily basis, and any required transfer to or from the Account will take place by the close of business on the day that the reconciliation is performed. The Company reserves the right to carry out such reconciliations and transfers more frequently, should the Company reasonably consider that this is necessary to protect the Company's or a Client's interests.

13.15 Use of Client Financial Instruments

Before entering into arrangements for securities financing transactions in respect of Financial Instruments held by it on behalf of a Client, or otherwise use such Financial Instruments for its own account or the account of another Client of the Company the following conditions should be met:

the Client must have given his prior express consent to the use of the Instruments on specified terms, as evidenced, in the case of a retail Client, by his signature or equivalent alternative mechanism, the use of that Client's Financial Instruments must be restricted to the specified terms to which the Client consents.

The Company will not enter into arrangements for securities financing transactions in respect of Financial Instruments which are held on behalf of a Client in an omnibus account maintained by a third party, or otherwise use Financial Instruments held in such an account for its own account or for the account of another Client unless at least one of the following conditions is met:

- a) Each Client whose Financial Instruments are held together in an omnibus account must have given prior express consent;
- b) The Company's systems and controls ensure that only Financial Instruments belonging to Clients who have given prior express consent are so used.

The Company keeps records of details of the Client on whose instructions the use of the Financial Instruments has been affected, as well as the number of Financial Instruments used belonging to each Client who has given his consent, so as to enable the correct allocation of any loss.

14 CONTRIBUTIONS/DEPOSITS AND WITHDRAWALS OF FINANCIAL INSTRUMENTS AND FUNDS

- 14.1. The Client may deposit or withdraw Assets into or from the Account at any time, subject to conditions herein in clause 14. Contributions/deposits into the Portfolio and withdrawals from the Portfolio by the Client may be effected both in Financial Instruments and/or monetary funds by crediting or debiting the Client Account.
- 14.2 A request must be submitted in MyFXTM area, PAMM Investor to deposit funds to client's PMC. Clients can deposit with the following methods.
 - Internal Transfer: From client's trading account to client's PMC.
 - External Transfer: From outside bank, or other trading method to client's PMC.
- 14.3 Minimum Deposit into the program is 100 USD or 100 EURO depending on client base currency.
- 14.4 Upon submitting the request to deposit funds, the corresponding sum will be debited from the Investor's Transitory Account in MyFXTM. If the deposit currency of the FXTM Account and the Transitory Account are not the same, the deposit will be converted using the Company's exchange rate.
- 14.5 Upon submitting the request to deposit funds, the request execution time is fixed. The request will be executed during the next suitable Active Rollover. Money, will automatically transferred to FXTM PMD wallet and allocated to portfolios according to client's risk profile.
- 14.6 An Investor cannot cancel a request to deposit funds.
However, after the execution of the deposit, the Client may submit a withdrawal request of the amount deposited, which will be executed upon the Company's AML regulations being satisfied.
- 14.7. In relation to contributions of Financial Instruments the following shall apply:
 - (a) Financial Instruments may be contributed in the Client Portfolio upon their prior approval of the company
 - (b) The value of Financial Instruments contributed by the Client and of the Portfolio formed by the Company shall be calculated according to the Assets Valuation (Appendix 2.).
 - (c) The Company must be satisfied that the sender of the Financial Instruments is the Client or an authorised representative of the Client. The Company has the right not to accept third party or anonymous contributions in

- (d) Any payment and transfer charges of Financial Instruments will be borne by the Client and the Company shall debit the Client Account for these charges.

14.8. In relation to deposits of funds in the Client Portfolio the following shall apply:

- (a) Deposits will only be accepted by bank transfer, debit / credit card or any other method of electronic money transfer (where the originator is the Client) acceptable by the Company from time to time.
- (b) The Company must be satisfied that the sender of the funds is the Client or an authorised representative of the Client before making any amount available to the Client's trading account, otherwise the Company reserves the right to refund / send back the net amount received to the remitter by the same method as received. The Company has the right not to accept third party or anonymous payments in the Client Account.
- (c) If the Client makes a payment by bank transfer, by credit card any other method of electronic money transfer, the Company shall credit the Client Account with the relevant amount within one Business Day after the amount is cleared in the bank account of the Company.
- (d) All payment and transfer charges of funds will be borne by the Client and the Company shall debit the Client Account for these charges.

14.9. In relation to withdrawals of Financial Instruments and funds from the Client Portfolio the following shall apply:

- (a) A request must be submitted in MyFXTM to withdraw funds from FXTM PAMM Investment Account.
- (b) Funds withdrawn from the FXTM Account will be transferred to the Client's PMC MyFXTM in the deposit currency of the PMC.
- (c) After executing a request to withdraw funds from an Investment Account, the remaining Balance must be above the minimum Balance for participating in the program.
- (d) Upon the Company receiving an instruction from the Client to withdraw Financial Instruments or funds from the Client Account, the Company shall affect the withdrawal within three Business Days, provided the withdrawal instruction includes all necessary information.
- (e) Withdrawals will only be effected towards the Client and not to any other third or anonymous party or account.
- (f) The Company may at its sole discretion offer products whereby the Client will not be able to make withdrawals (lock in period) until a date specified by the Company in the terms of the product. In the event the Client wishes to terminate the product and make a withdrawal within the lock in period the Company will charge an early withdrawal penalty as set out in the terms and conditions of the product.
- (g) The Company has the right not to fulfill a request for withdrawal, if the Financial Instruments or funds do not comprise the Client's Assets as of the date of the Client's written request is received.
- (h) Should the monies comprising the Assets be insufficient, the Company has the right to sell the Financial Instruments comprising the Assets in the quantity necessary so as to fulfill the demand for withdrawal (in this regard the Company shall determine on its own the type, category and number of the Financial Instruments to be sold, with due account for the size of the trade lot and the purposes of asset management).
- (i) Should the monies comprising the Assets be insufficient and should it be impossible to sell the Financial Instruments, then the Company has the right not to fulfill the demand for withdrawal with respect to a portion of the respective amount of monies, given that the action will have an immediate negative effect on the strategy that monies are utilized. The Company has the right not to fulfill the demand withdrawal (in full or in part) if, as a result of this demand, the value of the Assets will be insufficient for obligations fulfillment, for the payment of expenses, taxes, charges and the Company's remuneration for the Transactions that the Company entered into in accordance with the Agreement by the moment when the said demand is received.
- (j) The Company is entitled to retain such Client's Assets as may be required for the performance of the Client's obligations to reimburse the Company specified in clause 11 hereof and for the performance of the Company's obligations under any Transaction executed in the Client's interest.

- (k) When effecting a withdrawal, the transferring amount reduces the Balance of the Client's Account on the day the transfer request was received.
- (l) Withdrawals are subject to fulfilling existing trading commitments, including, if relevant, anticipated margin payments.
- (m) All payment and transfer charges of Financial Instruments or funds will be borne by the Client and the Company shall debit the Client Account for these charges.
- (n) The Company shall be entitled to unilaterally set-off, in full or in part, the amounts to be paid by the Client to the Company hereunder against the Client's Assets to be transferred by the Company to the Client, regardless of the currency of the payments thus set-off. The Balance resulting from the set-off shall be transferred by the Company to the Client.
- (o) After executing a request to withdraw funds from an Investment Account, the remaining Balance must be above the minimum Balance for participating in the program.

15 NETTING AND SET-OFF

- 15.1. If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then automatically the mutual obligations to make payment will be automatically satisfied and discharged.
- 15.2. If the aggregate amount payable by one Party exceeds the aggregate amount payable by the other Party, then the party with the larger aggregate amount shall pay the excess to the other Party and all obligations to make payment will be automatically satisfied and discharged.
- 15.3. The Company has the right to combine all or any Client Accounts opened in the Client name and to consolidate the Balances in such Accounts and to set-off such Balances.

16 CURRENCY CONVERSIONS AND FOREIGN EXCHANGE RISK

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

17 AGGREGATION

- 17.1. The Company may combine its orders for disposition of Client's Portfolio with any other Company orders and orders of other Clients when the company reasonably believes that this will be in the overall interest of the Client.

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



18 PERSONAL DATA AND CONFIDENTIAL INFORMATION

Data protection

- 18.1. The Company may collect information directly from the Client (in his completed Application form or otherwise) or from other persons including, for example, credit reference agencies, fraud prevention agencies and the providers of public register.
- 18.2. The Company may use, store or otherwise process personal information provided by the Client in connection with the provision of the Services.
- 18.3. If the Client is an individual, the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client, provided that the Client pays a reasonable fee.
- 18.4. The information which the Company holds about the Client is confidential and will not be used for any purpose other than in connection with the provision of the Services. Information of a confidential nature will be treated as such provided that such information is not already in the public domain or in the legal possession of the Company and was not subject to an obligation of confidence or non-disclosure at the moment of its receipt by the Company.
- 18.5. The Company has the right to disclose client information of a confidential nature in the following circumstances:
- a) where required by law or as requested by regulatory and enforcement authorities, courts and similar bodies which have jurisdiction over the Company;
 - b) to investigate or prevent fraud or other illegal activity;
 - c) to those members of the Company's personnel who require information thereof for the performance of their duties under the Agreement or to any third party in connection with the provision of Services to the Client by the Company;
 - d) for purposes ancillary to the provision of the Services or the administration of the Client's Account, including, without limitation, for the purposes of credit or identification enquiries or assessments;
 - e) at the Client's request or with the Client's consent;
 - f) to the Company's consultants, advisors, lawyers, auditors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
 - g) to judicial proceeding between the Company and the Client.
- 18.6. The Client agrees that the Company may pass information about the Client in the Company's group and to external companies to help the Company to process and/or analyse it as part of the provision of Services to the Client. If the Client does not wish the Client's personal data to be used for such purposes, the Client shall give the Company Written Notice.
- 18.7. The Company may use Client Information in order to provide, administer, tailor and improve the Services, the Company relationship with the Client and its business generally (including communicating with the Client and facilitating his use of the Website and/or the Company's telephone trading facilities); to carry out credit, anti-money laundering and fraud prevention checks; to exercise and/or defend the Company's legal rights; and to comply with Applicable Regulations and the requests of regulatory and enforcement authorities in any jurisdiction.

Confidentiality

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

- 18.9. All information which the Company receives from the Client concerning his business or affairs and any information or work product generated from such information, which is not in the public domain, or is not available to the Company on a non-confidential basis, or has not been independently developed by the Company and for which the Company is not required to disclose by any applicable regulation ("Confidential Information") will be held in confidence unless and until such time as the Client specifically consent to the disclosure of that Confidential Information. For the avoidance of doubt, nothing in this Agreement will prevent the Company from disclosing information to the extent required to perform the services.
- 18.10. In addition to any other right or obligation by virtue of which the Company or any of its brokers may be entitled or bound by law to disclose information, the Company will be entitled, if requested or required, at its discretion, to disclose any information (including Confidential Information) known to it, and/or to produce any documents relating to the Client's business or affairs to any governmental or regulatory agency or authority, including, without limitation, the IFSC, and any relevant self-regulatory organisation. In addition, the Company will, where reasonably practicable, seek to impose a confidentiality requirement in any case where the information is not subject to statutory restrictions on disclosure by the recipient.
- 18.11. The Company will not have any duty to disclose to the Client any information that comes to the knowledge of the Company, in the course of carrying on any other business or as a result of or in connection with the provision of services to other persons. The Company may be prohibited from disclosing or having regard to, or it may be inappropriate for it to disclose to the Client or have regard to, such information even if it relates to the Client or to the services provided to the Client.
- 18.12. All information, documents and communications in the possession or control of the Company relating to the services or the subject matter of the services, shall be the Company's sole property, save for original contracts, share certificates and other original documents held on the Client's behalf. The Company shall be permitted to retain a copy of all information, documents and communication in connection with the services for regulatory and risk management purposes.

19 COMMUNICATION AND WRITTEN NOTICE

- 19.1. Unless the contrary is specifically provided, any notice, instructions, authorisations, requests or other communications to be given to the Company by the Client under the Agreement shall be in writing and shall be sent to the Company's registered or mailing address which appears on its Website below to any other address which the Company may from time to time specify to the Client for this purpose and shall take effect only when actually received by the Company, provided they do not violate and are not contrary to any term of this Agreement.
- 19.2. The Company reserves the right to specify any other way of communication with the Client.
- 19.3. In order to communicate with the Client or send documents, trade confirmations, notices and statements, the Company may use:
- (a) email;
 - (b) facsimile transmission;
 - (c) telephone;
 - (d) post;
 - (e) commercial courier service;
 - (f) air mail; or
 - (g) Company's Webpage.
- 19.4. The methods specified in clause 19.3 of this Agreement will also constitute a Written Notice from the Company.

- 19.5. Notices shall be deemed delivered: if sent by email, within one hour after emailing it; if sent by Online Trading System internal mail, immediately after sending it; if sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine during the Business Hours at its destination; if sent by telephone, once the telephone conversation has been finished; if sent by post, seven calendar days after posting it; if sent via commercial courier service, at the date of signing of the document on receipt of such notice; if sent by air mail, ten Business Days after the date of their dispatch; if posted on the Company Webpage, within one hour after it has been posted.
- 19.6. All contact details provided by the Client, e.g. address, email address or fax number as last notified will be used as applicable. The Client agrees to accept any notices or messages from the Company at any time. It is the Client's responsibility to ensure that he provides to the Company accurate and up to date contact information and inform the Company if such information changes.
- 19.7. Telephone conversations between the Client and the Company may be recorded. Any recordings shall be and remain the sole property of the Company and 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.

20. LANGUAGE AND WEBSITE

- 20.1. The Client accepts and understands that the Company's official language is the English language and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English in the Company's local websites is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.
- 20.2. The Company reserves the right to register and operate other relevant domains (websites) for marketing and promotional purposes to specific countries which contain information and disclosures to clients and prospective clients in any language other the English language.

21. DEFAULT

- 21.1. Each of the following constitutes an "Event of Default":
- (a) the failure of the Client to provide any amount due under the Agreement;
 - (b) the failure of the Client to perform any obligation due to the Company;
 - (c) the initiation by a third party of proceedings for the Client's bankruptcy (if the Client is an individual) or for the Client's winding-up or for the appointment of an administrator or receiver in respect of the Client or any of the Client's assets (if the Client is a company) or (in both cases) if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
 - (d) where any representation or warranty made by the Client in clause 25 is or becomes untrue;
 - (e) the Client is unable to pay the Client's debts when they fall due;
 - (f) the Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;
 - (g) any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in clause 21.2;
 - (h) the Client breaches any of the terms of this Agreement;
 - (i) an action set out in clause 21.2 is required by a competent regulatory authority or body or court;
 - (j) in cases of material violation by the Client of the requirements established by legislation, such materiality

determined in good faith by the Company;

- (k) if the Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities.

21.2. If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:

- (a) terminate this Agreement;
- (b) close out all or any of the Client's open positions in Derivative Financial Instruments at current Quotes;
- (c) debit the Client Account(s) for the amounts which are due to the Company;
- (d) close any or all of the Client Accounts held with the Company;
- (e) combine Client Accounts, consolidate the Balances in such Client Accounts and to set-off those Balances;
- (f) refuse to open new Client Accounts for the Client;
- (g) suspend or freeze Client's open positions in Derivative Financial Instruments;
- (h) sell Financial Instruments;
- (i) convert any currency;
- (j) terminate any other agreement(s) it has with the Client.

22. FORCE MAJEURE

22.1. The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case the Company will, in due course, take reasonable steps to inform the Client. A Force Majeure Event includes without limitation:

- (a) any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs) which, in the Company's reasonable opinion, prevents the Company from maintaining an orderly market in one or more of the Financial Instruments;
- (b) the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event.

22.2. The party affected by a Force Majeure shall without delay but not later than 3 (three) Business Days after commencement of such Force Majeure inform the other party in writing of the occurrence of such events and their consequences and shall undertake to take all possible measures to minimize the negative consequences caused by such an event.

22.3. Upon cessation of the Force Majeure Event, the party affected by such an event shall, without any delay but within 3 (three) Business Days of the date of cessation of such event, inform the other party in writing of the cessation of these events.

22.4. Failure of the party affected by a Force Majeure Event to notify the other party in a timely manner, shall deprive such party of the right to avoid bearing any liability for non-fulfilment or improper fulfilment of any obligations under this Agreement as a result of such event.

22.5. Unless otherwise agreed in writing by both parties, a Force Majeure Event may operate to extend the term of this Agreement.

22.6. Release of a party from liability for non-fulfilment or improper fulfilment of any unrealizable obligation under this

Agreement due to occurrence of a Force Majeure Event shall not relieve such party from performance of other obligations that are not recognized by the parties as realizable under this Agreement.

- 22.7. Neither of the parties shall bear any liability in the case of non-fulfilment or improper fulfilment of any obligations under this Agreement, where such non-fulfilment or improper fulfilment is caused exclusively by an event of uncontrollable force, including the acts of any authorities that prevent any party from proper fulfilment of its obligations.
- 22.8. If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior Written Notice and at any time take any or all of the following steps:
- (a) change its costs and fees without notice;
 - (b) suspend or freeze or close out any or all open positions in Derivative Financial Instruments at such prices as the Company considers in good faith to be appropriate;
 - (c) suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;
 - (d) take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients.
- 22.9. Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

23. AMENDMENT OF THE AGREEMENT

- 23.1. The Client acknowledges that the Company has the right to modify the terms of the Agreement at any time giving to the Client five (5) Business Days Written Notice prior to such changes. Any such amendments will become effective on the date specified in the notice

24. TERM, TERMINATION AND LIQUIDATION OF THE AGREEMENT

- 24.1. The Client can initiate a PAMM Account's liquidation (closure) by making a closure request in MyFXTM. All positions on the PAMM Investment Account must be closed.
- 24.2. The FXTM PMD can initiate, when it believes is a proper time, a PAMM Account's liquidation, taking into consideration the pre-agreed Client's investment policy statement and the current circumstances of the markets at the given point in time. All open positions will immediately be closed.
- 24.3. A request for a PAMM Account's closure can take up to 3 business days or otherwise agreed with the FXTM PMD.
- 24.4. The Company may terminate this Agreement with immediate effect by giving Written Notice to the Client.
- 24.5. Any such termination will not affect any obligation which has already been incurred by either the Client or the Company in respect of any Open Position or any legal rights or obligations which may already have arisen under the Agreement or any Transactions and deposit/withdrawal operations made thereunder, any rights which have arisen, existing commitments or any contractual provision which were intended to remain in force after the termination.
- 24.6. In the case of termination, the Client shall pay:
- (a) Any pending Fees or Transaction Expenses of the Company and any other amount payable to the Company;
 - (b) Any dealing expenses incurred by terminating this Agreement and charges incurred for transferring the Client's

investments to another investment firm;

- (c) Any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
- (d) Any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- (e) Any damages which arose during the arrangement or settlement of pending obligations.

24.7 Upon Termination the Company reserves the right to keep Client's Financial Instruments and/or funds as necessary to pay any pending expenses of the Company in relation to the Client's Portfolio or pay obligations of the Client under the Client Agreement.

24.8 Upon Termination the Company reserves the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set-off those Balances.

24.9 Upon Termination of this Agreement, the Company will be entitled without prior notice to the Client to close the Client Account and/or convert any currency and/or suspend or freeze or close any open positions in Derivative Financial Instruments.

24.10 Upon Termination if there is Balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay or transfer any applicable Client Financial Instruments and/or Client money. Such Assets shall be delivered in accordance to the Client's instructions to the Client, but the Company has the right to refuse transfer of the Client Financial Instruments and/or Client money to a third party.

24.11 The termination of the Agreement shall:

- not affect the rights or liabilities of either of the Company or the Client in respect of transactions already initiated, including all open contracts, and the Client will be obliged to pay for such transactions initiated before notice of termination is received by the Company and a due proportion of any periodic payment for the services provided hereunder;
- not prejudice any right of any person to all deposits and other sums held by such person and this Agreement shall continue to apply in respect of such transactions; and
- not terminate or affect any warranties and obligations which the Company or the Client hereto have made or have under this Agreement.

25. REPRESENTATIONS AND WARRANTIES

25.1. The Client represents and warrants to the Company that:

- (a) the information provided by the Client to the Company in the Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic;
- (b) the Client has read and fully understood the terms of the Agreement including the information in the Appendices;
- (c) the Client is duly authorised to enter into the Agreement and to perform its obligations hereunder;
- (d) the Client acts as principal and not as an agent, representative, trustee or custodian of someone else (unless he has disclosed this fact to the Company);
- (e) the Client is the individual who has completed the Application Form or, if the Client is a company, the person who has completed Application Form on the Client's behalf is duly authorised to do so;
- (f) all actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the

Client's Assets are affected;

- (g) the Client Financial Instruments and Client money are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- (h) the documents handed over by the Client are valid and authentic;
- (i) the Client has chosen the particular type of service and investment objectives, taking his total financial circumstances into consideration which he considers reasonable under such circumstances;
- (j) the Client has declared in the Application Form if he is a Politically Exposed Person and will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person.
- (k) The signing, delivery and performance of the Agreement by the Client do not and will not contravene or constitute a default under, or cause to be exceeded, any of the following, namely:
 - any law by which the Client or any of its assets is bound or affected;
 - rights of any third parties in respect of the Client or the Financial Instruments;
 - any agreement to which the Client is a party or by which any of its assets are bound;
- (l) Without prejudice to the rights of the Company as set out herein, neither the Client nor any of his Authorised Representative / Attorney shall have any dealings in relation to or trade in any of the Financial Instruments or cash or any other property assets which he has delivered to or acquired through the Company,
- (m) The Financial Instruments and other assets, including cash amounts, which the Client may deliver from time to time to the Company belong exclusively to the Client and are owned by him free from any right of lien, charge, pledge or any other encumbrance or claim by any third party, unless the Client has otherwise disclosed to the Company in writing,

26. ACKNOWLEDGEMENTS OF RISKS AND CONSENTS

26.1. The Client unreservedly acknowledges and accepts that, regardless of any information which may be offered by the Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.

26.2. The Client declares that he has read and that he has understood and thus accepts without any reservation the following:

- a) The value of the Financial Instruments may decrease and the Client may receive less money than originally invested or the value of the Financial Instruments may present high fluctuations.
- b) Information on past performance of a Financial Instrument does not guarantee the present and/or future performance. The use of historic data does not constitute a binding or safe forecast as to the corresponding future return of the Financial Instruments to which such data refers.
- c) Some Financial Instruments may not become immediately liquid due to various reasons such as reduced demand, and the Company may not be in the position to sell them or easily obtain information on the value of such Financial Instruments or the extent of any related or inherent risk concerning such Financial Instruments.
- d) When a Financial Instrument is negotiated in a currency other than the currency of the Client's country of residence, any changes in an exchange rate may have a negative effect on the Financial Instruments' value, price and performance.
- e) A Financial Instrument in foreign markets may entail risks different than the usual risks in the markets at the Client's country of residence. In some cases, such risk may be higher. The prospect of profit or loss from Transactions in foreign markets is also influenced by the exchange rate fluctuations.
- f) Rights and Warrants are rights to acquire shares or other Financial Instruments with or without the deposit of a specific amount to the issuer. If the Company does not exercise its right to acquire shares or other Financial

Instruments during the period of exercise of the Rights or Warrants, then at the time of their expiry, the Rights and/or Warrants expire and have no value whatsoever.

- g) The value of the Rights and/or Warrants is directly affected by the market price of the specific share or security. For example, a small change in the market price of the share or security may result in a significant change in the price of the Right and/or Warrant. Therefore, the value of the Rights and/or Warrants is extremely volatile.
- h) In connection with any purchase, other acquisition, sale or other disposal for the protection of the value of Financial Instruments, a movement in exchange rates may have separate effect favourable as well as unfavourable on the gain or loss otherwise experienced on the Financial Instrument.

26.3. The Client acknowledges and accepts that there may be other risks which are not contained in this clause or in the “General Risk Disclosure” (Appendix 8.).

26.4. The Client acknowledges that no representations were made to him by or on behalf of the Company which have in any way incited or persuaded him to enter into the Agreement.

26.5. The Client agrees and understands that:

- (a) When trading in Derivative Financial instruments (like CFDs) he will not be entitled to delivery of, or be required to deliver, the Underlying Asset, nor ownership thereof or any other interest therein.
- (b) No interest shall be due on the money that the Company holds in his Client Account.
- (c) When trading in Derivative Financial instruments (like CFDs) this is done on the outcome of the price of an underlying asset (e.g. currency or metal or commodity etc.) and that trading does not occur on a Regulated Market but Over-The-Counter (OTC).
- (d) The Company is entitled to execute the Transactions outside the Regulated Markets and MTF.

26.6. The Client consents to the provision of the information contained in the Appendices by means of a Website.

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

26.8. The Client accepts to be notified separately in writing if the Company pays commission/ fees to anyone outside the Company who introduced the Client or who acts on behalf of the Client.

26.9. The Client consents to the Company contacting the Client, from time to time, for the purpose of administering the terms of the Agreement and for marketing purposes.

27. LIMITATIONS OF LIABILITY AND INDEMNITY

27.1. Nothing in the Agreement will exclude or restrict any obligation or liability which the Company may have or owe to the Client under Applicable Regulations, nor any liability which the Company may incur under the Law or Applicable Regulations in respect of a breach of any such obligation, nor will anything in the Agreement require the Client to indemnify or compensate the Company to any extent prohibited by Applicable Regulations.

27.2. The Company shall conclude Transactions in good faith and with due diligence but shall not be held liable for any omission, deliberate omission or fraud by any person, firm or company from whom the Company receives instructions for the execution of the Client's Orders and/or from which Transactions are carried out on behalf of the Client, unless to the extent where this would be the result of gross negligence, willful default or fraud on the part of the Company.

27.3. The Company shall not be held liable for any loss of opportunity as a result of which the value of the Client's Financial Instruments could increase or for any reduction in the value of the Client's Financial Instruments, regardless of how such decrease may arise, unless to the extent that such loss or reduction is directly due to gross negligence, willful default or fraud by the Company or its employees.

- 27.4. If the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to the disposal of the Client's Financial Instruments in view of the satisfaction of any claims made by the Company or due to the non-fulfillment of any of the Client's statements and/or Orders and/or instructions contained in the Agreement it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such.
- 27.5. The Company shall not be held liable for the loss on the Client, including the cases where the Client's funds are kept by a third party such as a bank or other institution used as a payment provider, or for an act, which was carried out based on inaccurate information at its disposal prior to being informed by the Client, of any change in the said information.
- 27.6. The Company will not be liable for any loss or expense incurred by the Client in connection with, or directly or indirectly arising from but not limited to:
- (a) any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control;
 - (b) the acts, omissions or negligence of any third party;
 - (c) any changes in the rates of tax;
 - (d) in the event the Company provides news, market commentary, recommendations, information relating to Transactions or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise) and the Client suffers any losses, costs, expenses or damages arising from any inaccuracy or mistake in any such information given.
 - (e) the solvency, acts or omissions of any third party referred to in clauses 13.
 - (f) if a situation of clause 13.10. arises;
 - (g) currency risk;
- 27.7. The Company shall in no circumstances be liable to the Client for any consequential special or indirect losses, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs, expenses or damages the Client may suffer in relation to the Agreement.

28. SEVERABILITY

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

29. ON – EXERCISE OF RIGHTS

- 29.1. No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by the Company shall constitute a waiver by the Company of, or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under the Agreement or at law.
- 29.2. Any liability of the Client to the Company under the Agreement may in whole or in part be released, compounded, compromised or postponed by the Company in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by the Company of a breach of any of the terms of the Agreement or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by the Company of a breach of any of the terms of the Agreement or a default under these terms will not prevent the Company from subsequently requiring compliance with the waived obligation.

30. ASSIGNMENT

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

31. COMPLAINTS

- 31.1. The Company has put in place internal procedures for handling complaints fairly and promptly. Any complaint must be made in writing giving all relevant details. The PAMM Investor may notify complaints to the Company regarding the failure to fulfil or the improper fulfilment of any obligations related to trading operations on the Client Account, in writing together with all details and supporting documents.
- 31.2. The Company will try to resolve any complaints within ten Business Days. If a complaint requires further investigation and the Company cannot resolve it within ten Business Days, it will inform the Client and indicate when the Company will make further contact (which should be within eight weeks of receipt of the Complaint).
- 31.3. If a situation arises which is not expressly covered by a term of this Agreement, the Parties agree to try to resolve the matter on the basis of good faith and fairness and by taking such action as is consistent with market practice.

32. APPLICABLE LAW, JURISDICTION

- 32.1. This Agreement shall be governed by, and construed in accordance with the laws and regulations of Belize and the IFSC.
- 32.2. With respect to any proceedings, the Client irrevocably:
- (a) agrees that the courts of Belize shall have exclusive jurisdiction to determine any proceedings;
 - (b) submits to the jurisdiction of Belize Courts;
 - (c) waives any objection which the Client may have at any time to the bringing of any proceedings in any such court; and
 - (d) agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Client.

33. REGULATORY PROVISIONS

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

34. GENERAL PROVISIONS

- 34.1. The Client shall take all reasonably necessary measures (including, without prejudice to the generality of the above, the execution of all necessary documents) so that the Company may duly fulfill its obligations under the Agreement.
- 34.2. The Company may at its discretion proceed to freeze the account of the client if it considers that documents received are not adequate and the client fails to provide the documents within the deadlines advised by the Company. In this case the account of the client will be charged a handling fee of \$5 per month or the balance of the account whichever lower until the client provides the Company with the missing information.
- 34.3. Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any instruction or notice given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.
- 34.4. The rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 34.5. Nothing in the Agreement shall prevent the Company from acting as an investment manager or to provide any other Client with the investment services.

35. CLIENT DECLARATION

The Client solemnly declares that:

- i. has carefully read and fully understood the entire text of the above terms and conditions Agreement with which he fully and unreservedly agrees;
- ii. has read and went through all information provided on the internet regarding the Company, its services offered, relevant fees and costs, general risk disclosure, client categorization, summary conflict of interest policy, order execution policy for CFDs, general risk disclosure and risk disclosure on CFDs and has found all relevant information up to standards.
- iii. consents and agrees to direct advertising through cold calling, either by phone or personal representation, facsimile, automatic calls, email or other phone, electronic or digital means by the Company.
- iv. is over 18 and to the best of his knowledge and belief, the information provided in Investor's Questionnaire, and any other documentation supplied in connection with the application form, is correct, complete and not misleading and he will inform the Company of any changes to the details or information entered in the Investor's Questionnaire.
- v. accepts to be notified separately in writing if the Company pays commission/ fees to anyone outside the Company who introduced the Client or who acts on behalf of the Client.
- vi. accepts that any orders he will place with the Company for the Financial Instrument of Contracts for Differences (CFDs), the company will act as the Principal and the Company is the sole Execution Venue which is a non-regulated market.
- vii. has chosen the investment amount, taking his total financial circumstances into consideration which he considers reasonable under such circumstances.

APPENDIX 1.

Services

A. Investment and Ancillary Services

Under its License the Company may offer the following Investment Services to the public:

- 1) Trading in financial and commodity-based derivative instruments and other securities.
- 2) International asset protection and management.

B. Financial Instruments

Under its license the Company may offer the above Services in relation to the following Financial Instruments:

- 3) Transferable securities
- 4) Money-market instruments
- 5) Units in collective investment undertakings
- 6) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash
- 7) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or any other termination event).
- 8) Options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled provided that they are traded on a regulated market or/and an MTF
- 9) Options, futures, swaps, forwards and any other derivative contracts relating to commodities, that can be physically settled not otherwise mentioned in point f above and not being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are cleared and settled through recognised clearing houses or are subject to regular margin calls
- 10) Derivative instruments for the transfer of credit risk
- 11) Financial contracts for differences (for differences in relation to, currencies, interest rates or other financial indices)
- 12) Options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances or inflation rates or other official economic statistics that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as well as any other derivative contract relating to assets, rights, obligations, indices and measures not otherwise mentioned in this Part, which have the characteristics of other derivative financial instruments, having regard to whether, inter alia, they are traded on a regulated market or an MTF, are cleared and settled through recognised clearing houses or are subject to regular margin calls.

APPENDIX 2.

Assets Valuation

Prices used for the valuation of investments will be the current available price at the moment of valuation from either the Company's liquidity providers or from Bloomberg or any other internationally recognized information source as can be seen in my FXTM. All cash balances, cash deposits or credits will be valued at the principal (nominal) amount held by the Company.

APPENDIX 3.

Client Categorisation

GENERAL

- 1.1. Each Client is categorised by the Company as a “Retail Client” or a “Professional Client”. Categorisation is undertaken on the basis of objective criteria. A Client may be placed in different categories for particular investment services or transactions or types of transactions or products. The Company notifies each Client of his categorisation as a Retail Client or Professional Client.
- 1.2. It is stressed that different rules and different levels of protection apply to Clients depending on their categorisation.

RETAIL CLIENT

- 1.3. “Retail Client” is a Client who is neither a Professional Client nor an Eligible Counterparty.

PROFESSIONAL CLIENT

- (i) When dealing with ECPs, investment firms are not obliged to comply with the conduct of business and best execution rules, nor the requirement to ensure fair, prompt and expeditious execution of client orders including sequential execution.
- (ii) “Professional Client” is a Client who possesses the experience, knowledge and expertise to make his own investment decisions and properly assess the risks that he incurs. In order to be considered a Professional Client, a Client must comply with one of the following criteria:
- (iii) Entities which are required to be authorised or regulated to operate in the financial markets. The list below should be understood as including all authorised entities carrying out the characteristic activities of the entities mentioned:
 - (a) Credit Institutions;
 - (b) Investment Firms;
 - (c) Other Authorised or regulated financial institutions;
 - (d) Insurance Companies;
 - (e) Collective Investment Schemes and management companies of such schemes;
 - (f) Pension funds and management companies of such funds;
 - (g) Commodities and commodity derivatives dealers;
 - (h) Locals;
 - (i) Other Institutional Investors (like Portfolio Investment Companies).
- (iv) National and regional governments, public bodies that manage public debt, Central Banks, international and supranational institutions such as the World Bank, the IMF, the ECB, the EIB and other similar international organisations.
- (v) Other institutional investors whose main activity is to invest in financial instruments, including entities dedicated to the securitisation of assets or other financing transactions.
- (vi) Large undertakings meeting two of the following size requirements on a company basis: (a) balance sheet total: EUR 20,000,000 (b) net turnover: EUR 40,000,000 (c) own funds: EUR 2,000,000
- (vii) Clients who may be treated as professionals on request, following approval by the Company (please see further below under ‘Opt-up for retail Clients’).

The entities mentioned above from (i) to (iv) are considered to be professionals in relation to all investment services and activities and financial instruments. The Clients mentioned in (v) may be treated as professionals generally or in respect of a particular investment service or transaction, or type of transaction or product.

ELIGIBLE COUNTERPARTIES

Prospective clients that can be classified as Eligible counterparties include:

- (a) Investment Firms
- (b) Credit Institutions
- (c) Insurance Undertakings
- (d) UCITS and their management companies
- (e) Pension funds and their management companies
- (f) Other financial institutions authorised by a member state or regulated under community legislation or the national law of a member state
- (g) National governments and their corresponding offices, including public bodies that deal with public debt, central banks and supranational organisations.
- (h) Third country entities equivalent to those categories of entities mentioned above.

OPT-DOWN

1.2. A Client that has been categorised as a Professional Client may, at any time, request the Company to be treated as a retail Client (and hence benefit from the higher level of protection of retail Clients). If the Company accepts such a request, the Client shall enter into a written agreement with the Company. The agreement will specify the particular services or transactions, or the types of products or transactions to which the opt-down applies.

OPT-UP

1.3. Opt-up for retail Clients

A Client who has been categorised as a retail Client by the Company may ask the Company in writing to be treated as a Professional Client, either generally or in respect of a particular investment service or transaction, or type of transaction or product. The Company may, at its discretion, decide not to take into consideration such treatment. If the Company agrees to take into consideration such a request, it will upon receipt of such a request assess whether the Client meets the objective opt-up conditions.

The Company will further assess the expertise, experience and knowledge of the Client and any other element that it deems appropriate. In the course of the above assessment, as a minimum, two of the following criteria should be satisfied:

- (a) the Client has carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters,
- (b) the size of the Client's financial instrument portfolio, defined as including cash deposits and financial instruments exceeds EUR 500 000,
- (c) the Client works or has worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged.

The Company will notify the Client if and when it agrees to categorise the Client as a Professional Client. However, if the Client wishes to opt-up and the Company agrees to such categorisation, the Client will lose the protection afforded by law. This may include, but is not limited to:

- (a) the Company's obligation to provide appropriate information to the Client before providing the Services;
- (b) the restriction on the payment or receipt by the Company of any inducements;

- (c) the Company's obligation to ensure that all information the Company provides to the Client is fair, clear and not misleading;
- (d) the requirement that the Client receives from the Company adequate reports on the services provided to him; and
- (e) the Client's coverage under the Investor Compensation Fund

CHANGES TO PROFESSIONAL CLIENT CATEGORISATION

- 1.4. Professional Clients are responsible for keeping the Company informed of any change which could affect their categorisation as such. If the Company becomes aware that a Professional Client no longer fulfils the initial conditions that made him eligible for a Professional Client treatment, it may take appropriate action, including re-categorising the Client as a Retail Client.

APPENDIX 4.

Conflicts of Interest Policy

INTRODUCTION

- 1.1. The Company is committed to act honestly, fairly and professionally and in the best interests of its Clients and to comply with applicable regulations when providing investment services and other ancillary services related to such investment services.
- 1.2. The Company provides herein a summary of the policy we maintain in order to manage conflicts of interest in respect of the duties it owes to its Clients.

SCOPE

- 1.3. The Policy applies to all its directors, employees, consultants and any persons directly or indirectly linked to the Company (hereinafter called “relevant persons”) and refers to all interactions with all Clients.

IDENTIFICATION OF CONFLICTS OF INTEREST

- 1.4. For the purposes of identifying the types of conflict of interest that arise in the course of providing investment and ancillary services or a combination thereof and whose existence may damage the interests of a Client, the Company takes into account, whether the Company or a relevant person, is in any of the following situations, whether as a result of providing investment or ancillary services or investment activities or otherwise:
 - (a) The Company or a relevant person is likely to make a financial gain, or avoid a financial loss, at the expense of the Client.
 - (b) The Company or a relevant person has an interest in the outcome of a service provided to the Clients or of a transaction carried out on behalf of the Client, which is distinct from the Client's interest in that outcome.
 - (c) The Company or a relevant person has a financial or other incentive to favour the interest of another client or group of Clients over the interests of the Client.
 - (d) The Company or a relevant person participates in the same business as the Client.
 - (e) The Company or a relevant person receives or will receive from a person other than the Client an inducement in relation to a service provided to the Client, in the form of monies, goods or services, other than the standard commission or fee for that service.

PROCEDURES AND CONTROLS TO MANAGING CONFLICTS OF INTERESTS

- 1.5. In general, the procedures and controls that the Company follows to manage the identified conflicts of interest include the following measures:
 - (a) Effective procedures to prevent or control the exchange of information between relevant persons engaged in activities involving a risk of a conflict of interest where the exchange of that information may harm the interests of one or more Clients.
 - (b) The separate supervision of relevant persons whose principal functions involve carrying out activities on behalf of, or providing services to, Clients whose interests may conflict, or who otherwise represent different interests that may conflict, including those of the Company.
 - (c) The removal of any direct link between the remuneration of relevant persons principally engaged in one activity and the remuneration of, or revenues generated by, different relevant persons principally engaged in another activity,

where a conflict of interest may arise in relation to those activities.

- (d) Measures to prevent or limit any person from exercising inappropriate influence over the way in which a relevant person carries out investment or ancillary services or activities.
 - (e) Measures to prevent or control the simultaneous or sequential involvement of a relevant person in separate investment or ancillary services or activities where such involvement may impair the proper management of conflicts of interest
 - (f) A 'need to know' policy governing the dissemination of confidential or inside information within the Company.
 - (g) Chinese walls restricting the flow of confidential and inside information within the Company, and physical separation of departments.
 - (h) Procedures governing access to electronic data.
 - (i) Segregation of duties that may give rise to conflicts of interest if carried on by the same individual.
 - (j) Personal account dealing requirements applicable to relevant persons in relation to their own investments.
 - (k) A gifts and inducements log registering the solicitation, offer or receipt of certain benefits.
 - (l) Prohibition of external business interests conflicting with our interests as far as the Company's officers and employees are concerned, unless Board of Directors approval is provided.
 - (m) A policy designed to limit the conflict of interest arising from the giving and receiving of inducements.
 - (n) Establishment of in-house Compliance Department to monitor and report on the above to the Company's Board of Directors.
 - (o) Appointment of Internal auditor to ensure that appropriate systems and controls are maintained and report to the Company's Board of Directors.
 - (p) Establishment of the four-eyes principle in supervising the Company's activities.
 - (q) The Company also undertakes ongoing monitoring of business activities to ensure that internal controls are appropriate.
- 1.6. If the adoption or the practice of one or more of those measures and procedures does not ensure the requisite degree of independence, the Company will adopt such alternative or additional measures and procedures as are necessary and appropriate.
- 1.7. Where organizational or administrative arrangements made to manage conflicts of interest are not sufficient to ensure that risks or damage to Client interests will be prevented, the Company will clearly disclose the general nature and/or sources of conflicts of interest to the Client before undertaking business on its behalf.

APPENDIX 5.

Policy to Act in the Best Interest of the Client

1. INTRODUCTION

- 1.1. The Company shall take all reasonable steps to act in the best interest of the Client when offering the Service of Portfolio Management. These rules also require the Company to put in place and to provide their Clients and potential Clients with its Policy to Act in the Best Interest of the Client (hereinafter in this Appendix the “Policy”).

2. SCOPE OF THE POLICY

- 2.1. This Policy applies where the Company is managing the Client's Portfolio.

3. BEST EXECUTION FACTORS

- 3.1. When placing orders on behalf of the Client in the course of the Portfolio Management Service, the Company shall take all reasonable steps to obtain the best possible result for him taking into account the following factors: price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order. The Company does not consider this list exhaustive and the order in which the above factors represented shall not be taken as priority factor.

4. BEST EXECUTION CRITERIA

- 4.1. The Company will determine the relative importance of the above factors by using its commercial judgment and experience in the light of the information available on the market and taking into account the criteria described below:
- a) the type of the client;
 - b) the nature of the Client order;
 - c) the characteristics of Financial Instruments that are the subject of that order;
 - d) the characteristics of the execution venues to which that order can be directed.
- 4.2. For retail clients, the best possible result shall be determined in terms of the total consideration, representing the price of Financial Instrument and the costs related to execution, which shall include all expenses incurred by the Client which are 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.

5. FINANCIAL INSTRUMENTS

- 5.1. The Company recommends to Retail Clients to choose Transactions in exchange listed equities the volatility of which is under control of the relevant market regulators and in Non-complex financial instruments, including but not limited to shares and depositary receipts in respect of shares admitted to trading on a regulated market or in an equivalent third country market, money market instruments awarded the highest available credit rating by relevant competent rating agencies, bonds or other forms of securitized debt (excluding those bonds or securitized debt that embed a derivative), UCITS, etc. The Company strongly recommends to Retail Clients Not to choose exchange tradable vanilla instruments that is in the most basic or standard version of a derivative instruments admitted to trading on a regulated market or in an equivalent third country market or in exotic derivative instruments, which alter the components of a traditional derivative instrument, resulting in a more complex security where an additional contingency is added.

- 5.2. However, if the Client has chosen securities that are not regularly traded on regulated markets (financial instruments exchanges) or complex or exotic Financial Instruments, the Company has discretion to trade in such securities on behalf of the Client on the terms most favourable to the Client.

6. METHODS OF EXECUTION

6.1. Exchange Trading

6.1.1. In situations where the security is listed on one Financial Instruments exchange (single listing), the Company forwards an order to such Financial Instruments exchange or if the security is listed on two or more Financial Instruments exchanges (multiple listing), forwards the order to any Financial Instruments exchange at its discretion based on the available market price, trading volume and other factors for a certain period of time. However, the foregoing does not apply in exceptional circumstances including but without limitation, where the Company determines, based on the trading volume and other factors related to the security during a certain period of time, that there is no substantial difference in liquidity among the financial instruments exchanges, and where the trading volume on a particular financial instruments exchange is expected to be larger than usual due to certain market factors. In such a case, the order is forwarded to a Financial Instruments exchange selected by the Company taking into account the liquidity and expected market impact of the order.

6.1.2. If the Company is not a participating member nor has a membership in a Financial Instruments exchange to which the order is to be forwarded, the Company will forward such order to that Financial Instruments exchange through an exchange participating member with whom the Company has made a relevant prior agreement.

6.2. Trading Outside Regulated Markets or MTF

6.2.1. Taking into account the investment objectives of the Client, the Company may execute orders outside a regulated market or MTF against a position, where prices shall reflect the current market prices the Company can obtain taking into account the factors and criteria described above.

6.2.2. Transactions entered in derivative financial instruments such as CFDs in Foreign Exchange Currency (Forex) or other Underlying Assets are not undertaken on a recognised exchange or an MTF (Multilateral Trading Facility), rather they are undertaken over the counter (OTC) and, accordingly, they may expose the Client to greater risks than regulated exchange Transactions.

7. EXECUTION VENUES

7.1. Execution Venues are the entities with which the orders are placed for execution. The execution venues are the sources of liquidity that the Manager accesses for each of the Financial Instruments in respect of which the Manager execute orders on behalf of the Client's Portfolio. These venues include (the list is not exhaustive):

- Regulated markets and other exchanges to which the Manager has permanent access;
- Multilateral Trading Facilities operated either by the Manager or a third party;
- Market makers and other liquidity providers;
- Entities performing a similar function to any of the above;
- Other execution venues in order to provide best execution and investment protection to clients.

7.2. For the purposes of orders for CFD in Foreign Exchange Currency (Forex) and/or in other Underlying or as Assets, the Manager will use the Company or third party financial institutions for execution venue.

8. ALLOCATION OF ORDERS

8.1. In certain market circumstances the Company may aggregate client orders related to the same financial instrument due to the following reasons:

- a) Execution of an aggregated order may result in lesser execution costs;
- b) Execution of an aggregated order is the most suitable type of execution due to certain characteristics of the Transaction, i.e. the Transaction is based upon a takeover or mandatory bid, etc.;
- c) The large size of aggregated order may result in more advantageous prices for the Client.

8.2. In case of partial execution of the aggregated order, the trade shall be allocated among the clients on a pro rata basis irrespective to price and amount of each client order. The Company may not aggregate client orders and Transactions for own account unless such aggregation is unlikely to result in disadvantages for any client or each client is notified on possibility of his or her disadvantages caused by aggregation and agreed to proceed.

In any event, in case of partial execution of aggregated order the Company is prohibited to allocate the trades concluded on the basis of aggregation of client orders with Transactions for own account in a manner detrimental to the Client.

9. MONITOR AND REVIEW

- 9.1. The Company will monitor on a regular basis the effectiveness of this Policy and, in particular, the execution quality of the procedures explained in the Policy and, where appropriate, reserves the right to correct any deficiencies.
- 9.2. In addition, the Company will review the Policy at least annually. A review will also be carried out whenever a material change occurs that affects the ability of the Company to continue to the best possible result for the execution of its client orders on a consistent basis using the venues included in this Policy.
- 9.3. The Company will notify its affected clients on any changes in its Policy.

10. CLIENT CONSENT

- 10.1. When establishing a business relation with the Client, the Company is required to obtain the Client's prior consent to this Policy.
- 10.2. The Company is also required to obtain the Client's prior express consent before it transmits its order for execution outside a regulated market or an MTF (Multilateral Trading Facility).
- 10.3. The Company may obtain the above consents in the form of a general agreement. So, by entering into the Agreement with the Company the Client is also consenting to this Policy

APPENDIX 6.

Costs and Fees

- 6.1. All applicable costs and/or fees and/or commissions are stated in the Company's Website, as these may be amended from time to time. Any changes to the fees will be published in the Company's website.
- 6.2. The Management fee is calculated on the last day of each Reporting Period or on the date the Agreement is terminated and is equal to the 0% per annum of the Average Invested Capital for the correspondent period.
- 6.3. The Strategy Fee is calculated on the last day of each respective period or on the date the Agreement is terminated and it varies based on the strategy fee of each portfolio and of the Net Adjusted Profit for the correspondent period.

APPENDIX 7.

General Risk Disclosure

1. RISK WARNING

Prospective clients should study the following risk warnings very carefully. Please note that we do not explore or explain all the risks involved when dealing in Financial Instruments. We outline the general nature of the risks of dealing in Financial Instruments on a fair and non-misleading basis.

In particular, Contracts for Difference ('CFDs') are complex financial products and not suitable for all investors. CFDs, are leveraged products that mature when you choose to close an existing open position. By investing in CFDs, you assume a high level of risk and can result in the loss of all of your invested capital.

Unless a client knows and fully understands the risks involved in each Financial Instrument, they should not engage in any trading activity. You should not risk more than you are prepared to lose. Forex Time (FXTM) will not provide clients with any investment advice in relation to investments, possible transactions in investments, or Financial Instruments, neither will we make any investment recommendations. Clients should consider which Financial Instrument is suitable for them according to their financial status and goals before opening an account with Forex Time (FXTM). If a client is unclear about the risks involved in trading in Financial Instruments, then they should consult an independent financial advisor. If the client still doesn't understand these risks after consulting an independent financial advisor, then they should refrain from trading at all. Purchasing and selling Financial Instruments comes with a significant risk of losses and damages and each client must understand that the investment value can both increase and decrease, clients they are liable for all these losses and damages, which could result in more than the initial invested capital once they make the decision has been made to trade

2. ACKNOWLEDGEMENT

Technical Risk

1. The Client shall be responsible for the risks of financial losses caused by the failure of information, communication, electronic and other systems. The result of any system failure may be that his order is either not executed according to his instructions or it is not executed at all. The Company does not accept any liability in the case of such a failure.
2. While trading through the Client Terminal the Client shall be responsible for the risks of financial losses caused by:
 - client's or Company's hardware or software failure, malfunction or misuse;
 - poor Internet connection either on the side of the Client or the Company or both, or interruptions or transmission blackouts or public electricity network failures or hacker attacks, overload of connection;
 - the wrong settings in the Client Terminal;
 - delayed Client Terminal updates;
 - the Client disregarding the applicable rules described in the Client Terminal user guide and in the Company's Website.
3. The Client acknowledges that at times of excessive deal flow the Client may have some difficulties to be connected over the telephone with a Dealer, especially in a Fast Market (for example, when key macroeconomic indicators are released).

Abnormal Market Conditions

4. The Client acknowledges that under Abnormal Market Conditions the period during which the Instructions and Requests are executed may be extended.

Trading Platform

5. The Client acknowledges that only one Request or Instruction is allowed to be in the queue at one time. Once the Client has sent a Request or an Instruction, any further Requests or Instructions sent by the Client are ignored and the "Order is locked" message appears until the first Request or Instruction is executed.
6. The Client acknowledges that the only reliable source of Quotes Flow information is that of the real/live Server's Quotes Base. Quotes Base in the Client Terminal is not a reliable source of Quotes Flow information because the connection between the Client Terminal and the Server may be disrupted at some point and some of the Quotes simply may not reach the Client Terminal.
7. The Client acknowledges that when the Client closes the order placing/modifying/deleting window or the position opening/closing window, the Instruction or Request, which has been sent to the Server, shall not be cancelled.

8. In case the Client has not received the result of the execution of the previously sent Instruction but decides to repeat the Instruction, the Client shall accept the risk of making two Transactions instead of one, however the client may receive an "Order is locked" message as described in point 2.5 above.
9. The Client acknowledges that if the Pending Order has already been executed but the Client sends the Instruction to modify its level and the levels of If-Done Orders at the same time, the only Instruction, which will be executed, is the Instruction to modify Stop Loss and/or Take Profit levels on the position opened when the Pending Order triggered.

Communication

10. The Client shall accept the risk of any financial losses caused by the fact that the Client has received with delay or has not received at all any notice from the Company.
11. The Client acknowledges that the unencrypted information transmitted by email is not protected from any unauthorised access.
12. The Client is fully responsible for the risks in respect of undelivered trading platform internal mail messages sent to the Client by the Company as they are automatically deleted within 3 (three) calendar days.
13. The Client is wholly responsible for the privacy of the information received from the Company and accepts the risk of any financial losses caused by the unauthorised access of a third party to the Client's Trading Account.
14. The Company has no responsibility if authorized/unauthorised third persons have access to information, including electronic addresses, electronic communication and personal data, access data when the above are transmitted between the Company or any other party, using the internet or other network communication facilities, telephone, or any other electronic means.

Force Majeure Event

15. In case of a Force Majeure Event the Client shall accept the risk of financial losses.

3. RISK WARNING NOTICE FOR FOREIGN EXCHANGE AND DERIVATIVE PRODUCTS

1. This notice cannot disclose all the risks and other significant aspects of foreign exchange and derivative products such as futures, options, and Contracts for Differences. You should not deal in these products unless you understand their nature and the extent of your exposure to risk. You should also be satisfied that the product is suitable for you in light of your circumstances and financial position. Certain strategies, such as a "spread" position or a "straddle", may be as risky as a simple Long or Short position.

Although forex and derivative instruments can be used for the management of investment risk, some of these products are unsuitable for many investors. You should not engage in any dealings directly or indirectly in derivative products unless you know and understand the risks involved in them and that you may lose entirely all of your money. Different instruments involve different levels of exposure to risk and in deciding whether to trade in such instruments you should be aware of the following points:

Effect of Leverage

2. Under Margin Trading conditions even small market movements may have great impact on the Client's Trading Account. It is important to note that all accounts trade under the effect of Leverage. The Client must consider that if the market moves against the Client, the Client may sustain a total loss greater than the funds deposited. The Client is responsible for all the risks, financial resources the Client uses and for the chosen trading strategy.

It is highly recommended that the Client maintains a Margin Level (percentage Equity to Necessary Margin ratio which is calculated as $\text{Equity} / \text{Necessary Margin} * 100\%$) of not lower than 1,000%. It is also recommended to place Stop Loss to limit potential losses, and Take Profit to collect profits, when it is not possible for the Client to manage the Client's Open Positions.

The Client shall be responsible for all financial losses caused by the opening of the position using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Company afterwards) opened at an Error Quote (Spike) or at a Quote received as a result of a Manifest Error.

High Volatile Instruments

3. Some Instruments trade within wide intraday ranges with volatile price movements. Therefore, the Client must carefully consider that there is a high risk of losses as well as profits. The price of Derivative financial instruments is derived from the price of the underlying asset in which the instruments refer to (for example currency, stock, metals, indices, etc.). Derivative financial instruments and related markets can be highly volatile. The prices of instruments and the underlying asset may fluctuate rapidly and over wide ranges and may reflect unforeseeable events or changes in conditions, none of which can be controlled by the Client or the Company. Under certain market conditions it may be impossible for a Client's order to be executed at declared price leading to losses. The prices of instruments and the underlying asset will be influenced by, amongst other things, changing supply and demand relationships, governmental, agricultural, commercial and trade programs and policies, national and international political and economic events and the prevailing psychological characteristics of the relevant market place. Therefore, Stop Loss order cannot guarantee the limit of loss.

The Client acknowledges and accepts that, regardless of any information which may be offered by the Company, the value of Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value. This is owed to the margining system applicable to such trades, which generally involves a comparatively modest deposit or margin in terms of the overall contract value, so that a relatively small movement in the underlying market can have a disproportionately dramatic effect on the Client's trade. If the underlying market movement is in the Client's favour, the Client may achieve a good profit, but an equally small adverse market movement can not only quickly result in the loss of the Clients' entire deposit, but may also expose the Client to a large additional loss.

Liquidity

4. Some of the underlying assets may not become immediately liquid as a result of reduced demand for the underlying asset and Client may not be able to obtain the information on the value of these or the extent of the associated risks.

Futures

5. Transactions in futures involve the obligation to make, or to take, delivery of the underlying asset of the contract at a future date, or in some cases to settle the position with cash. They carry a high degree of risk. The gearing or leverage often obtainable in futures 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 much larger movement in the value of your investment, and this can work against you as well as for you. Futures transactions have a contingent liability, and you should be aware of the implications of this, in particular the margining requirements, which are set out below.

Options

6. There are many different types of options with different characteristics subject to the following conditions.

Buying Options:

Buying options involves less risk than selling options because, if the price of the underlying asset moves against you, you can simply allow the option to lapse. The maximum loss is limited to the premium, plus any commission or other transaction charges. However, if you buy a call option on a futures contract and you later exercise the option, you will acquire the future. This will expose you to the risks described under futures' and contingent liability investment transactions.

Writing Options:

If you write an option, the risk involved is considerably greater than buying options. You may be liable for margin to maintain your position and a loss may be sustained well in excess of the premium received. By writing an option, you accept a legal obligation to purchase or sell the underlying asset if the option is exercised against you, however far the market price has moved away from the exercise price. If you already own the underlying asset which you have contracted to sell (when the options will be known as covered call options) the risk is reduced. If you do not own the underlying asset (uncovered call options) the risk can be unlimited. Only experienced persons should contemplate writing uncovered options, and then only after securing full details of the applicable conditions and potential risk exposure.

Contracts for Differences

7. The CFDs available for trading with the Company are non-deliverable spot transactions giving an opportunity to make profit on changes in currency rates, commodity, stock market indices or share prices called the underlying instrument. If the underlying instrument movement is in the Client's favour, the Client may achieve a good profit, but an equally small adverse market movement can not only quickly result in the loss of the Clients' entire deposit but also any additional commissions and other expenses incurred. So, the Client must not enter into CFDs unless he is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses incurred.

Investing in a Contract for Differences carries the same risks as investing in a future or an option and you should be aware of these as set out above. Transactions in Contracts for Differences may also have a contingent liability and you should be aware of the implications of this as set out below.

Off-exchange Transactions in Derivatives

8. CFDs, forex and precious metals are off-exchange transactions. While some off-exchange markets are highly liquid, transactions in off-exchange or non-transferable derivatives may involve greater risk than investing in on-exchange derivatives because there is no exchange market on which to close out an Open Position. It may be impossible to liquidate an existing position, to assess the value of the position arising from an off-exchange transaction or to assess the exposure to risk. Bid prices and Ask prices need not be quoted, and, even where they are, they will be established by dealers in these instruments and consequently it may be difficult to establish what is a fair price.

In regards to transactions in CFDs, forex and precious metals with the Company, the Company is using a trading platform for transactions in CFDs which does not fall into the definition of a recognized exchange as this is not a Multilateral Trading Facility and so do not have the same protection.

Foreign Markets

9. **Foreign markets involve various risks.** On request, the Company must provide an explanation of the relevant risks and protections (if any) which will operate in any foreign markets, including the extent to which it will accept liability for any default of a foreign firm through whom it deals. The potential for profit or loss from transactions on foreign markets or in foreign denominated contracts will be affected by fluctuations in foreign exchange rates.

Contingent Liability Investment Transactions

10. Contingent liability investment transactions, which are margined, require you to make a series of payments against the purchase price, instead of paying the whole purchase price immediately. The Margin requirement will depend on the underlying asset of the instrument. Margin requirements can be fixed or calculated from current price of the underlying instrument, it can be found on the website of the Company.

If you trade in futures, Contracts for Differences or sell options, you may sustain a total loss of the funds you have deposited to open and maintain a position. If the market moves against you, you may be called upon to pay substantial additional funds at short notice to maintain the position. If you fail to do so within the time required, your position may be liquidated at a loss and you will be responsible for the resulting deficit. It is noted that the Company will not have a duty to notify the Client for any Margin Call to sustain a loss making position.

Even if a transaction is not margined, it may still carry an obligation to make further payments in certain circumstances over and above any amount paid when you entered the contract.

Contingent liability investment transactions which are not traded on or under the rules of a recognised or designated investment exchange may expose you to substantially greater risks.

Collateral

11. If you deposit collateral as security with the Company, the way in which it will be treated will vary according to the type of transaction and where it is traded. There could be significant differences in the treatment of your collateral depending on whether you are trading on a recognised or designated investment exchange, with the rules of that exchange (and the associated clearing house) applying, or trading off-exchange. Deposited collateral may lose its identity as your property once dealings on your behalf are undertaken. Even if your dealings should ultimately prove profitable, you may not get back the same assets which you deposited, and may have to accept payment in cash. You should ascertain from our firm how your collateral will be dealt with.

Commissions and Taxes

12. Before you begin to trade, you should make yourself aware of all commissions and other charges for which you will be liable. If any charges are not expressed in monetary terms (but, for example, as a percentage of contract value), you should ensure that you understand the true monetary value of the charges.
13. There is a risk that the Client's trades in any Financial Instruments including derivative instruments may be or become subject to tax and/or any other duty for example because of changes in legislation or his personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Client is responsible for any taxes and/or any other duty which may accrue in respect of his trades.

Suspensions of Trading

14. Under certain trading conditions it may be difficult or impossible to liquidate a position. 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. Placing a Stop Loss will not necessarily limit your losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price. In addition, under certain market conditions the execution of a Stop Loss Order may be worse than its stipulated price and the realized losses can be larger than expected.

Clearing House Protections

15. On many exchanges, the performance of a transaction by your firm (or third party with whom it is dealing on your behalf) is guaranteed by the exchange or clearing house. However, this guarantee is unlikely in most circumstances to cover you, the Client, and may not protect you if your firm or another party defaults on its obligations to you. On request, the Company must explain any protection provided to you under the clearing guarantee applicable to any on-exchange derivatives in which you are dealing. There is no clearing house for traditional options, nor normally for off-exchange instruments which are not traded under the rules of a recognised or designated investment exchange.

Insolvency

16. The Company's insolvency or default, may lead to positions being liquidated or closed out without your consent. In certain circumstances, you may not get back the actual assets which you lodged as collateral and you may have to accept any available payments in cash or by any other method deemed to be appropriate.
17. Segregated Funds will be subject to the protections conferred by Applicable Regulations.
18. Non-segregated Funds will not be subject to the protections conferred by Applicable Regulations. Non-segregated Funds will not be segregated from the Company's money and will be used in the course of the Company's business, and in the event of the Company's insolvency you will rank as a general creditor.

4. THIRD PARTY RISK

This notice is provided to you in accordance with applicable legislation.

1. The Company may pass money received from the Client to a third party (e.g. a bank, a market, intermediate broker, OTC counterparty or clearing house) to hold or control in order to affect a Transaction through or with that person or to satisfy the Client's obligation to provide collateral (e.g. initial margin requirement) in respect of a Transaction. The Company has no responsibility for any acts or omissions of any third party to whom it will pass money received from the Client.
2. The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.
3. The Company may deposit Client money with a depository who may have a security interest, lien or right of set-off in relation to that money.
4. A Bank or broker through whom the Company deals with could have interests contrary to the Client's Interests.

APPENDIX 8.

Investment Policy Statement

Upon agreement by both Parties and approval of the Client as a PAMM Investor, the Company shall inform the Client via an email of his/her investment categorization as well as the expected return/loss based on the information and documents provided to the Company. Moreover, the Client's special categorization and risk profile status are visible in MyFXTM personal area.