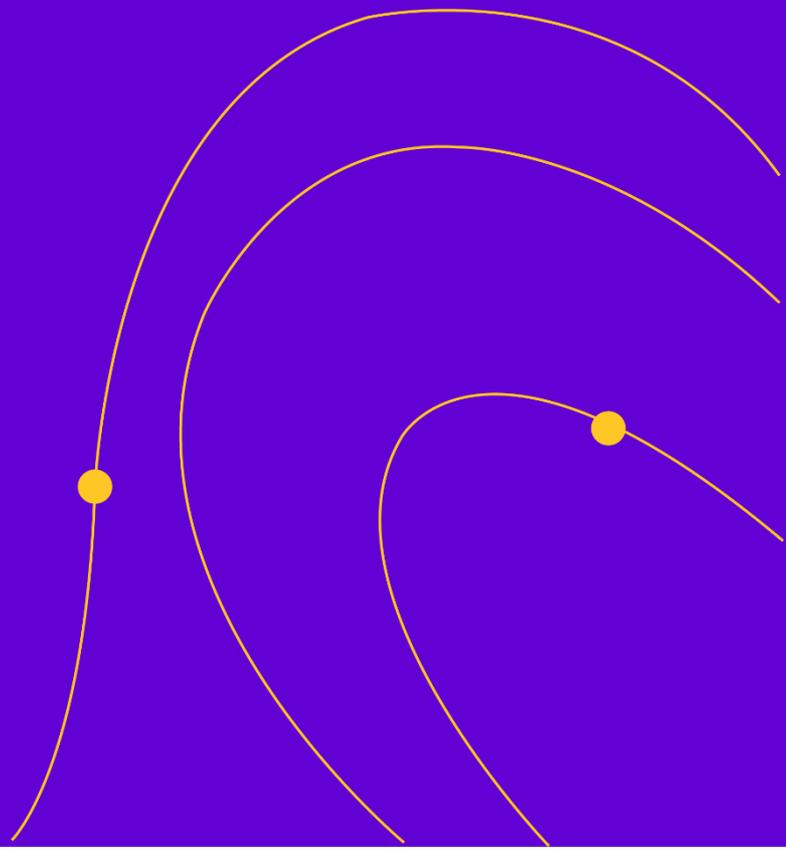




STREAMS

# CLIENT AGREEMENT

Streams Global Markets LLC



# CLIENT AGREEMENT



## 1. Introduction

1.1. This Agreement is entered by and between **Streams Global Markets LLC** (hereinafter called the “**Company**” or “**us**”) on the one part and the client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by the Company as a client (hereinafter the “**Client**” or “**you**”) on the other part.

1.2. The Company Streams Global Markets LLC is registered at St. Vincent and the Grenadines under the Limited Liability Companies Act, Chapter 151 of the Revised Laws of Saint Vincent and the Grenadines, 2009 with Company number 219 LLC 2019. **gostreams.io** is owned and operated by Streams Global Markets LLC. Its registered office is at First Floor, First St. Vincent Bank Ltd Building, James Street, Kingstown, St. Vincent and the Grenadines.

1.3. This Client Agreement together with any Appendices added thereto and the following documents as amended from time to time title “Risk Disclosure and Warnings Notice”, “Complaints Procedures” (all together, the “Agreement”) set out the terms upon which the Company will offer Services to the Client. It will govern your trading activity in Financial Instruments (specifically CFDs which include Forex trading), the rights and obligations of both Parties and include important information which we are required to provide to our prospective clients. By applying for our Services, you are consenting to the terms and conditions of all the above- mentioned documents which form the Agreement and it means that in the event that you are accepted by us as our Client, you and we shall be bound by these terms and conditions. For this reason, you are advised to read all the above-mentioned documents which form the Agreement and any other letters or notices sent by us carefully and make sure that you understand and agree with them before entering into an agreement with us. You are also advised to read our “Terms and Conditions” and “Privacy Policy” on our Website.

1.4. The Agreement overrides any other agreements, arrangements, express, or implied statements made by the Company.

1.5. The Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

1.6. A physical signature of the Agreement is not required but if you wish to have it signed you may print it and sign two copies of the Agreement and sent them back to us. We shall keep one copy for our records and send you back the other one signed by us as well.

## 2. Interpretation of Terms

2.1. In this Agreement:

“Abusive Trading” shall include any of the following actions relevant to the Underlying Market or Asset, arbitrage, manipulations or exploitation of any temporal and/or minor inaccuracy in any rate or price offered on the Trading Platform, a combination of faster/slower feeds, or use (without the prior and written consent of the Company).

**Streams Global Markets LLC**

James Street, Kingstown, St Vincent and the Grenadines

Tel: +357 25 010 487 | Email: [info@gostreams.io](mailto:info@gostreams.io) | [www.gostreams.io](http://www.gostreams.io)

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“Access Data” shall mean the login and password of the Client, which are required so as to have access on and use the Platform(s), which is required so as to place Orders via phone and/or any other secret codes and/or methods of identity verification issued by the Company to the Client from time to time.

“Account Opening Application Form” shall mean the application form/questionnaire completed by the Client in order to apply for the Company’s Services under this Agreement and the opening of a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client’s identification and due diligence (as applicable) in accordance with the Applicable Regulations.

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

“Agreement” shall mean this document titled “Client Agreement” with any Appendices attached thereto and the following documents titled “Risk Disclosure and Warnings Notice”, “Complaints Procedure” as these may be amended and/or supplemented from time to time.

“Applicable Regulations” shall mean; (a) the Rules of the relevant Market; and (b) all other applicable laws, rules, and regulations.

“Ask” shall mean the higher price in a Quote at which the price the Client may buy a financial instrument.

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

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

“Bid” shall mean the lower price in a Quote at which the Client may sell a financial instrument.

“Business Day” shall mean any day, other than a Saturday and a Sunday, and holidays to be announced on the Company’s Website.

“Client Account” or “Trading Account” shall mean the unique personalized account of the Client consisting of all Completed Transactions, Open Positions and Orders on the Platform, the Balance of the

Client money, and deposit/withdrawal transactions of the Client money. The Company may offer various types of accounts and relevant information can be found on the Company’s website.

“Closed Position” shall mean the opposite of an Open Position.

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“Completed Transaction” in a CFD shall mean two counter deals of the same size (opening a position and closing a position): buy then sell and vice versa.

“Contract for Differences” or “CFD” shall mean a contract, which is a contract for differences by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument. Use of the term CFD in this Agreement, unless otherwise stated, must be read to include the Forex – instruments where an Underlying Asset is a Currency Pair (which may be used on Company’s website and our marketing material).

“Contract Specifications” shall mean the principal trading terms in CFD (for example Spread, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, commissions, etc.) for each type of CFD as determined by the Company from time to time. The Contract Specifications appear on the Website and/or Platform.

“Currency of the Client Account” shall mean the currency that the Client Account is denominated in, which may be Euro or any other currency as offered by the Company from time to time, in case of a deposit made in a different currency than the currency of account, the amount will be converted at the credit institution rate from which the funds came.

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

“Difference” shall mean the difference in price upon the opening of a Transaction and the closing of such Transaction.

“Equity” shall mean the Balance plus any Floating Profit or Loss that derives from an Open Position and shall be calculated as:  $Equity = Balance + Floating Profit + Floating Loss$ .

“Essential Details” shall mean the required details in order for the Company to be able to place the Order for example but not limited to the type of Underlying Asset, Direction (Buy/or Sell), price limit, Order type, volume, Take Profit and Stop Loss When placing a Pending Order (limit or Stop) Client indicates desired price limit. Order will be sent for execution only when instrument price (Bid or Ask depending on the Order direction) will reach or exceed the price limit.

“Event of Default” shall have the meaning given in paragraph 12.1. of the Client Agreement.

“Expert Advisor” shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also perform trading activities on his account, automatically managing all aspects of trading operations from sending orders directly to the Platform to automatically adjusting Stop Loss, Trailing Stops and Take Profit levels.

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“Execution Venue” shall mean the entity defined in paragraph 4.1 of the Client Agreement.

“Financial Instrument” shall mean the Financial Instruments as provided for trading by the company .

“Floating Loss” in a CFD shall mean a current loss on Open Positions calculated at the current Bid (applicable for Long Position) or Ask (applicable for Short Position) price (added any commissions or fees if applicable).

“Floating Profit in a CFD shall mean current profit/loss on Open Positions calculated at the current Bid (applicable for Long Position) or Ask (applicable for Short Position) price (added any commissions or fees if applicable).

“Force Majeure Event” shall have the meaning as set out in paragraph 27.1. of the Client Agreement.

“Forex” shall mean the type of CFD, where the Underlying Asset is a Currency Pair.

“Free Margin” shall mean the funds available in the Client Account, which may be used to open a position or maintain Open Positions. Free Margin shall be calculated as: Equity less (minus) Necessary Margin [Free margin = Equity - Necessary Margin].

“Hedged Margin” for CFD trading shall mean the necessary margin required by the Company so as to open and maintain Matched Positions.

“Initial Margin” for CFD trading shall mean the necessary margin required by the Company so as to open a position.

“Investment Services” shall mean the Investment Services provided by the Company as indicated in its website

“Leverage” for CFD trading shall mean a ratio in respect of Transaction Size and Initial Margin. 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size.

“Long Position” for CFD trading shall mean a position that appreciates in value if the underlying market prices increase.

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

“Lot Size” shall mean the number Underlying Assets in one Lot in a CFD.

“Maintenance Margin” shall mean the minimum amount of equity that must be maintained in a margin account

“Margin” shall mean the necessary guarantee funds so as to open or maintain Open Positions in a CFD Transaction.

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“Margin Call” shall mean the situation when the Margin Level drops below 100% (value of Client Equity drops below Necessary Margin). In such a case opening of any new position is not possible.

“Margin Level” for CFD trading shall mean the percentage of Equity to Necessary Margin ratio. It is calculated as:  $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$ .

“Margin Trading” for CFD trading shall mean Leverage trading when the Client may enter into Transactions having fewer funds on the Client Account in comparison with the Transaction Size.

“Matched Positions” for CFD trading shall mean Long Positions and Short Positions of the same Transaction Size opened on the Client Account for the same CFD.

“Necessary Margin” for CFD trading shall mean the amount of money held on the Client Account required by the Company so as to open and maintain Open Positions.

“Normal Market Size” for CFD trading shall mean the maximum number of units of the Underlying Asset that are arranged by the Company for execution.

“Open Position” shall mean any Long Position or a Short Position which is not a Completed Transaction.

“Order” shall mean an instruction from the Client to trade in CFDs, as the case may be.

“Order Level” for CFD trading shall mean the price indicated in the Order.

“Parties” shall mean the parties to this Client Agreement – i.e. the Company and the Client.

“Pending Order” means an Order whose execution is conditional upon the occurrence of a particular condition including a limit, stop, Take Profit, Stop Loss, or Trailing Stop order.

“Platform” shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates the trading activity of the Client in Financial Instruments via the Client Account and information in relation to which can be found on the Company’s website.

“Politically Exposed Persons” shall mean:

- a. any natural person who is or has been entrusted with prominent public functions, which means: head of State, head of government, minister and deputy or assistant ministers; member of parliaments; member 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

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function within the meaning of the above definition for a period of at least one year in any country, such person shall not be considered to be a Politically Exposed Person.

- b. The immediate family members of such persons as set out under subparagraph A of this definition, 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.
- c. Persons known to be close associates of such persons as set out under subparagraph A of this, 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 subparagraph A of this definition; 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 subparagraph A of this definition.

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

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

“Quotes Base” in relation to CFD trading shall mean Quotes Flow information stored on the Server.

“Quotes Flow” shall mean the stream of Quotes in the Platform for each CFD.

“Services” shall mean the services to be offered by the Company to the Client under this Agreement, as set out in paragraph 4.1. of the Client Agreement.

“Short Position” for CFD trading shall mean a position that appreciates in value if underlying market prices fall.

“Slippage” shall mean the difference between the expected price of a Transaction in a CFD, and the price the Transaction is executed at. Slippage often occurs during periods of higher volatility (for example due to news events), when market orders are used, and also when Orders large in terms of volume are placed and there may not be enough interest at the desired price level to maintain the expected price of the trade.

“Spread” for CFD trading shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.

“Stop Loss” is used for minimizing losses if the CFD’s price has started to move in an unprofitable direction (opposite direction of the expected one). If the CFD’s price reaches this stop loss level, the whole position will be closed automatically. Such Orders can be connected to an open, market, or a pending order. Under this type of Orders, the Company’s trading platform checks long positions with Bid price for meeting of this order provisions (the order is always set below the current Bid price), and it does with Ask price for short positions (the order is always set above the current Ask price). Stop Loss orders can be modified and can be canceled.

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“Swap” or “Financing” for CFD trading shall mean the interest added or deducted for holding a position open overnight.

“Take Profit” is intended for gaining profit when the CFD’s price has reached a certain level. Execution of this Order results in the complete closing of the whole position. It is always connected to an open position or a pending Order. Under this type of Order, the Company’s trading platform checks long positions with Bid price for meeting of this order provisions (the order is always set above the current Bid price), and it does with Ask price for short positions (the order is always set below the current Ask price). Take Profit Orders can be modified and can be canceled.

“Trading Hours” means the Company’s trading hours which appear on the platform and Company’s website and which the Company may amend from time to time as stated in this Agreement.

“Trailing Stop” in CFD trading shall mean a stop-loss order set at a percentage level from the market price. The trailing stop price is automatically adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached "trailing" amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price doesn't change, and a market order is submitted when the stop price is hit.

“Transaction” shall mean transaction/trade concluded by the Client in a CFD.

“Transaction Size” for CFD trading shall mean Lot Size multiplied by the number of Lots.

“Underlying Asset” shall mean financial assets upon which CFD price is based. Underlying assets may belong to one of the asset classes: Currency Pairs Commodities, Precious Metals, Equity, Indices or any other as determined by the Company from time to time and made available on the Company’s Website.

“Underlying Market” shall mean the relevant market where the Underlying Asset of a CFD is traded.

“Website” shall mean the Company’s website at [www.gostreams.io](http://www.gostreams.io) or such other website as the Company may maintain from time to time.

“Working Hours” means the Company’s working hours which appear on the Website and which the Company may amend from time to time as stated in this Agreement.

“Written Notice” shall have the meaning set out in paragraphs 20.3. and 20.4. of the Client Agreement.

2.1 Words implying the singular shall import the plural and vice versa. Words importing the masculine shall import the feminine and vice versa. Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

2.2. Paragraph headings are for ease of reference only.

2.3. Any reference to any act or regulation or Law shall be that act or regulation, or Law as amended, modified, supplemented, consolidated, re-enacted or replaced from time to time, all guidance noted,

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directives, statutory instruments, regulations or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment, replacement or modification.

### 3. Application and Commencement

3.1. After the Client fills in and submits the Account Opening Application Form together with all the required identification documentation required by the Company for its own internal checks, the Company will send him a notice informing him whether he has been accepted as a Client of the Company, a decision which will be taken by the Company at its absolute discretion. It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept a person as a Client until all documentation it requires has been received by the Company, properly and fully completed by such person and all internal Company checks (including without limitation anti-money laundering checks, appropriateness or suitability tests as the case may be) have been satisfied. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.

3.2. The Agreement shall take effect and commence upon the receipt by the Client of a Written Notice sent by the Company informing the Client that he has been accepted as the Company's Client and that a Live Trading Account on the Platform will be opened for him. If the Client meets with the Company face to face to conclude the Agreement, then the Agreement shall come into force and effect on the signature date.

### 4. Services

4.1. The Client is provided with Access Data to trade on the Company's electronic Platform in Financial Instruments (namely CFDs) but only those marketed and listed on its Website from time to time. Orders placed by the Client on the Platform are arranged for execution (called straight-through processing or STP) directly to another entity Execution Venue (who may also transmit them to another party).

4.2. Trading with the Company involves the provision of the following investment and ancillary services from the Company to the Client:

- a. Reception, transmission and Execution of Orders with another entity (not the Company).
- b. Safekeeping and administration of financial instruments, including custodianship and related services such as cash/collateral management, according to paragraph 14 hereunder.
- c. Granting credits or loans to one or more financial instruments, where the firm granting the credit or loan is involved in the transaction.
- d. Foreign Currency Services provided they are associated with the provision of the investment services of reception, transmission and execution service of paragraph 4.1.

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4.3. It is understood that when trading in CFDs, there is no delivery or safekeeping of the Underlying Asset to which the CFD is referring to.

4.4. 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.

4.5. The Client agrees and accepts that the Company may take any actions it deems appropriate to comply with existing laws in any country in which it may provide services to the Client as stated in this Agreement.

### 5. Advice and Commentary

5.1. The Company will not advise the Client about the merits of a particular Order or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Assets. The Client alone will decide how to handle his Client Account and place Orders and take relevant decisions based on his own judgment.

5.2. The Company will not be under any duty to provide the Client with any legal, tax, or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.

5.3. The Client agrees that the Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise) with information, news, market commentary or other information but not as part of its Services to the Client. Where it does so:

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

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

### 6. Platform

6.1. Subject to the Client's obligations under the Agreement being fulfilled, the Company hereby grants the Client a limited license, which is non-transferable, non-exclusive and fully recoverable, to use the Platform(s) (including the use of the Website and any associated downloadable software available from time to time) to place Orders in a particular Financial Instrument(s). The Company may provide different Platforms.

6.2. The Company has the right to shut down the Platform(s) at any time for maintenance purposes without prior notice to the Client, this will be done only outside of Trading Hours, unless not convenient or in urgent cases. In these cases, the Platform(s) will be inaccessible.

6.3. The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Platform(s). Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary to connect to the internet.

6.4. The Client represents and warrants that he has installed and implemented appropriate means of protection relating to the security and integrity of his computer or mobile phone or tablet and that he has taken appropriate actions to protect his system from computer viruses or other similarly harmful or inappropriate materials, devices, information or data that may potentially harm the Website, the Platform(s) or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Platform(s) from his personal computer or mobile phone or tablet.

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

6.6. The Company will not be liable for any such disruptions or delays or problems in any communication experienced by the Client when using the Platform(s) not caused as a result of the Company's gross negligence or willful default.

6.7. Orders with the Company are placed on the Platform(s), with the use of Access Data through the Client's compatible device connected to the internet or via phone.

### 7. Intellectual Property

7.1. The Platform(s), all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme, graphics and data names are the sole and exclusive Intellectual Property (IP) of the Company or third parties and are protected by local and international intellectual property laws and treaties. This Agreement does not convey any interest in or to the Platform(s) but only a right to use the Platform(s) according to the terms of this

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Agreement. Nothing in this Agreement constitutes a waiver of the Company's intellectual property rights.

7.2. Under no circumstances shall the Client obscure or remove any copyright, trademark, or any other notices from any of the Company's IP or Website or Platform(s).

7.3. It is understood that the Company may offer its Services under different trademarks and websites. The Company owns all the images displayed on its Website, the Platform(s) and downloadable software and material. The Client may not use these images in any way other than the manner which the Company provides them for.

7.4. The Client is permitted to store and print the information made available to him through the Company's Website or Platform(s) including documents, policies, text, graphics, video, audio, software code, user interface design, or logos. The Client is not permitted to alter, modify, publish, transmit, distribute, otherwise reproduce commercially exploit that information, in whole or in part, in any format to any third party without the Company's express written consent.

### 8. Prohibited Actions

8.1. It is prohibited for the Client to take any of the following actions concerning the Company's systems and/or Platform(s) and/or Client Account:

- a. Use, without the prior and written consent of the Company, of any software, which applies artificial intelligence analysis to the Company's systems and/or Platform(s) and/or Client Account.
- b. Intercept, monitor, damage, or modify any communication which is not intended for him.
- c. Use any type of spider, virus, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Platform(s) or the communication system or any system of the Company.
- d. Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.
- e. Do anything that will or may violate the integrity of the Company computer system or Platform(s) or cause such system(s) to malfunction or stop their operation.
- f. Unlawfully access or attempt to gain access, reverse engineer, or otherwise circumvent any security measures that the Company has applied to the Platform(s).
- g. Do any action that could potentially allow the irregular or unauthorized access or use of the Platform(s).
- h. Send massive requests on the server which may cause delays in the execution time.

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i. Abusive Trading.

8.2. Should the Company reasonably suspect that the Client has violated the terms of paragraph 8.1., it is entitled to take one or more of the countermeasures of Events of Default under paragraph 12.2. of this Client Agreement.

### 9. Safety

9.1. The Client agrees to keep secret and not to disclose his Access Data or Client Account number to any third person.

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

9.3. The Client agrees to notify the Company immediately if he knows or suspects that his Access Data or Client Account number have or may have been disclosed to any unauthorized person. The Company will then take steps to prevent any further use of such Access Data and will issue replacement Access Data. The Client will be unable to place any Orders until he receives the replacement Access Data.

9.4. The Client agrees that he will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data or Client Account number.

9.5. The Client acknowledges that the Company bears no responsibility if unauthorized third persons gain access to information, including electronic addresses, electronic communication, personal data, Access Data and Client Account number by any means including without limitation when the above are transmitted between the parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.

9.6. If the Company is informed from a reliable source that the Access Data or Client Account number of the Client may have been received by unauthorized third parties, the Company may, at its discretion without having an obligation to the Client, deactivate the Client Account.

### 10. Placement and Execution of Orders

10.1. The Client may place Orders on the Platform(s) or give Orders by phone by using his Access Data issued by the Company for that purpose and provided all the Essential Details are given.

10.2. The Company will be entitled to rely and act on any Order given by using the Access Data on the Platform(s) or via phone without any further enquiry to the Client and any such Orders will be binding upon the Client.

10.3. The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.

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10.4. Orders may be placed within the normal Trading Hours, which are made available on its Website and/or the Platform, as these may be amended from time to time.

10.5. In the case where a Client is a legal person, it is obliged to obtain a legal entity identifier from an appropriate authority duly licensed to provide legal entity identifiers. In the case of a legal person, the Client may not (where provided by Applicable Regulations) be able to execute any Transactions with the Company if it does not possess a legal entity identifier.

### 11. Rejection of Client's Orders

11.1. Without prejudice to any other provisions herein and in the Appendices, the Company is entitled, at any time and at its discretion, to restrict the Client's trading activity, to cancel Orders, refuse to execute any Order of the Client, and the Client has no right to claim any damages, specific performance or compensation whatsoever from the Company, in any of the following cases:

- a. Internet connection or communications are disrupted.
- b. In consequence of request of regulatory or supervisory authorities or court order or antifraud or anti-money laundering authorities.
- c. Where the legality or genuineness of the Order is under doubt.
- d. A Force Majeure Event has occurred.
- e. In an Event of Default of the Client.
- f. The Company has sent a notice of Termination of the Agreement to the Client.
- g. When the Account has reached Margin Call as explained under paragraph 7. 4.(b) of Appendix 1.

### 12. Events of Default

12.1. Each of the following constitutes an "Event of Default":

- a. The failure of the Client to perform any obligation due to the Company.
- b. If an application is made in respect of the Client pursuant to Bankruptcy in any Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client.

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- c. The Client is unable to pay the Client's debts when they fall due.
- d. Where any representation or warranty made by the Client in paragraph 27 is or becomes untrue.
- e. The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind.
- f. Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph 12.2.
- g. An action set out in paragraph 12.2 is required by a competent regulatory authority or body or court.
- h. The Company reasonably considers that the Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing.
- i. The Company reasonably considers that there is a material violation by the Client of the requirements established by the legislation of the St. Vincent and the Grenadines or other countries having jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Company.
- j. If the Company suspects that the Client is engaged in money laundering activities or terrorist financing or card fraud or other criminal activities.
- k. The Company reasonably suspects that the Client performed a prohibited action as set out in paragraph 8.1.
- l. The Company reasonably suspects that the Client performed Abusive Trading.
- m. The Company reasonably suspects that the Client opened the Client Account fraudulently.
- n. The Company reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account.

12.2. 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 immediately without prior notice to the Client.
- b. Close any Open Positions.

## CLIENT AGREEMENT

- c. Temporarily or permanently ban access to the Platform(s) or suspend or prohibit any functions of the Platform(s).
- d. Reject any Order of the Client.
- e. Restrict the Client's trading activity.
- f. In the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country or of the Payment Network / Institution.
- g. Cancel or reverse any profits or trading benefits through Abusive Trading. Losses resulting from Abusive Trading of the Client cannot be reversed.
- h. Take legal action for any losses suffered by the Company.
- i. Block the IP address of the Client who sends massive requests on the server which may cause delays in the execution time.

### 13. Reporting and Trade Confirmations

13.1. Under Applicable Regulations, the Company shall provide the Client with reporting on his Orders if requested by the client. The Company will provide the Client with continuous online access to his Client Account via the Platform(s) used by the Client; the Client will be able to see in his Client Account the status of his Order, confirmation of execution of the Order as soon as possible (including the trading date, time, type of Order, venue identification, instrument identification, the buy/sell indicator, the nature of the Order, the quantity, total sum of commissions and expenses, the Client's Counterparty) his trading history, his Balance and other information.

13.2. The Client agrees with the provision of reporting via the Platform and acknowledges that he has the right to ask the Company to send reports by email, fax, or on paper by post.

13.3. The company will send a notice (including without limitation the Platform) confirming the execution of the Order as soon as possible and no later than the first business day following execution or, where the confirmation is received by the Company from a third party, no later than the first business day following receipt of the confirmation from the third party, If requested by the client. Such notification will include the information provided in Applicable Regulations other than the following information which is common to all Orders:

- a. Company identification
- b. the name or other designation of the client;
- c. the trading day

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- d. the trading times
- e. the type of the order
- f. the venue identification
- g. the instrument identification
- h. the buy/sell indicator
- i. the nature of the order if other than buy/sell;
- j. the quantity
- k. the unit price;
- l. the total consideration;
- m. a total sum of the commissions and expenses charged; The rate of exchange obtained where the transaction involves the conversion of currency.

13.5 Furthermore, the Company shall supply the Client, on request, with information about the status of his Order.

13.6 If the Client has a reason to believe that the Confirmation is wrong or if the Client does not receive any Confirmation when he should (including notification via the Platform), the Client shall contact the Company ten Business Days from the date the Order was sent or ought to have been sent (in the event that a Confirmation was not sent). If the Client expresses no objections during this period, the content is considered as approved by him and shall be deemed conclusive

### 14. Client Accounts, Deposits and Withdrawals

14.1. The Company shall open one or more a Client Account(s) for the Client to allow him to place Orders in particular Financial Instruments.

14.2. It is agreed and understood that the Company reserves the right to offer different types of Client Accounts from time to time with different characteristics or requirements which are described in the Website, and which will be subject to change at the Company's discretion and according to paragraph 22 hereunder.

14.3. The Client Account shall be activated upon the Client depositing the minimum initial deposit, as determined and amended by the Company in its discretion from time to time. The amount of the minimum deposit is stated on the Company's website.

14.4. The Client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits will be made via the methods and in the currencies accepted by the Company from time to time. The detailed information about deposit options is shown on the Company's



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website. When the Client funds the account in the currency other than base currency entails a currency risk as the financial instrument is settled in a currency other than base currency and hence the value of return may be affected by conversion into the base currency.

14.5. The Company shall have the right to request from the Client at any time any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds and resend them back to the sender.

14.6. If the Client makes a deposit, the Company shall credit the relevant Client Account with the relevant amount received by the Company following the amount is cleared in the bank account of the Company.

14.7. If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a banking investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.

14.8. The Company shall make withdrawals of Client funds upon the Company receiving a relevant request from the Client in the method accepted by the Company from time to time.

14.9. Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall pay the said amount as soon as possible, or no later than three working days after the request was received and if the following requirements are met:

- a. the withdrawal instruction includes all required information;
- b. the instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account, etc.) from which the money was originally deposited in the Client Account or as may be otherwise agreed between the Company and the Client, only in exceptional cases;
- c. the account where the transfer is to be made belongs to the Client;
- d. at the moment of payment, the Client's Free Margin exceeds the amount specified in the withdrawal instruction including all payment charges;
- e. there is no Force Majeure event which prohibits the Company from effecting the withdrawal.

14.10. It is agreed and understood that the Company will not accept third party or anonymous payments in the Client Account and will not make withdrawals to any third party or anonymous account.

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

## CLIENT AGREEMENT

Company may ask for documentary proof of ownership of the account to which the withdrawal is requested.

14.12. All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Client Account for these charges.

14.13. The Client may send the request for internal transfer of funds to another Client Account held by him with the Company. Such internal transfers shall be subject to the Company's policy from time to time.

14.14. Mistakes made by the Company during the transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer; the Company may be unable to correct the mistake and the Client may have to suffer the loss.

The Company reserves the right to modify, from time to time the size, the amounts and the percentage rates of its fees. Such charges shall be displayed on the "Payment Policy" document available on the Company website, while the Client is responsible to check for updates.

### 15. Inactive and Dormant Client Accounts

15.1. If the Client Account is inactive for three months or more the Company reserves the right to render the account dormant and shall have the right to charge the Client Account an inactivity fee of 15 units (depending on the Currency of the Client Account) of as determined by the Company in its discretion from time to time in the Trading Conditions to maintain the Client Account open and cover any bank or other related charges. The Company shall not need to contact the Client before it starts charging the fee. These fees if charged will appear on the Company's Website. Money in the dormant account shall remain owing to the Client and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.

15.2. If the Client Account is inactive for one year or more, the Company reserves the right (after calling or emailing the Client using the last known contact details) to terminate the agreement.

### 16. Lien

16.1. The Company shall have a general lien on all funds held by the Company or its Associates or its nominees on the Client's behalf until the satisfaction of his obligations under this Agreement.

### 17. Netting and Set-Off

17.1. 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 are set-off and cancel each other.

17.2. 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.

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### 18. Fees, Taxes and Inducements

18.1. The provision of the Services by the Company, depending on the type of Financial Instrument traded, may be subject to payment of fees such as brokerage fees, commissions, swaps, special service and other fees. These are found on the Company's website and/or the Platform.

18.2. It is agreed and understood that the Client shall be solely responsible for all filings, tax returns and reports which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value-added taxes), arising out of or in connection with his trading activity with the Company hereunder.

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

18.4. Should the Company pay or receive any fees, costs, or inducements for the introduction of the Client or associated with trading in CFDs, it shall notify the Client

18.5. Before the Client places any Orders with the Company, he should refer to charges on the Website, which are binding on both Parties. From time to time, the Company, in its absolute discretion, may offer better trading conditions than the ones published on the Website at that time. The Client will be informed ex-ante and ex-post about the costs and associated charges related to trading in CFDs as provided by Applicable Regulations. The Client will also be informed of the applicable prices, charges, spreads and any terms and conditions. This does not affect the commitment of the Company to offer the same level and quality of service to all Clients.

### 19. Language

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

### 20. Methods of Communications and Written Notices

20.1. Unless the contrary is specifically provided in this Agreement, any notice, request or other communication to be given to the Company by the Client under the Agreement (other than placing Orders) shall be sent to the Company's address below (or to any other address which the Company may from time to time specify to the Client for this purpose) by email address published on Company's website or commercial courier service and shall be deemed delivered only when received by the Company at the address published on our Company's website.

20.2. To communicate with the Client, the Company may use any of the following methods: email, Platform's internal mail, telephone, commercial courier service, airmail, or the Company's Website.

20.3. The following methods of communication are considered as Written Notice from the Company to the Client: email, Platform's internal mail, post, commercial courier service, airmail, or the Company's Website.

## CLIENT AGREEMENT

20.4. The following methods of communication are considered as Written Notice from the Client to the Company: email, commercial courier service, or airmail or commercial courier.

20.5. Without prejudice to paragraph 20.2., any communications sent to either Party, as applicable, (documents, notices, confirmations, statements, reports, etc.) are deemed received:

- a. If sent by email, within one hour after emailing it and provided the email has left from the senders.
- b. If sent by the Platform's internal mail, immediately after sending it.
- c. If sent by telephone, once the telephone conversation has been finished.
- d. If sent by post, seven calendar days after posting it.
- e. If sent via commercial courier service, at the date of signing of the document on receipt of such notice.
- f. If sent by airmail, eight Business Days after the date of their dispatch.
- g. If posted on the Company Webpage, within one hour after it has been posted.

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

20.7. The Client shall be able to call the Company within its Working Hours. The Company may contact the Client outside its Working Hours.

20.8. Any Written Notices sent to the Company shall have to be received within the Working Hours of the Company. Notwithstanding paragraph 20.5., any Notices received outside the Working Hours shall be treated as being received the following Business Day.

### 21. Personal Data, Confidentiality, Recording of Telephone Calls and Records

21.1. The Company may collect client information directly from the Client (in his completed Account Opening Application Form or otherwise) or from other persons including, for example, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.

21.2. Client information which the Company holds is to be treated by the Company as confidential and will not be used for any purpose other than in connection with the provision, administration and improvement of the Services, anti-money laundering and due diligence checks, for research and statistical purposes and separately for marketing purposes, only when the client consent is obtained. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

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21.3. The Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances:

- a. Where required by law or a court order by a competent Court.
- b. Where any regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients.
- c. To relevant authorities to investigate or prevent fraud, money laundering, or other illegal activity.
- d. To such an extent as reasonably required to execute Orders and for purposes ancillary to the provision of the Services.
- e. To credit reference and fraud prevention agencies, third authentication service providers, banks and other financial institutions for credit checking, fraud prevention, anti-money
- f. laundering purposes, identification, or due diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained by the Company.
- g. To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well.
- h. To other service providers who create, maintain or process databases (whether electronic or not), offer record-keeping services, email transmission services, messaging services or similar services which aim to assist the Company to collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement.
- i. To other service providers for statistical purposes to improve the Company's marketing, in such a case the data will be provided in an aggregate form.
- j. To market research call centers that provide telephone or email surveys with the purpose to improve the services of the Company, in such a case only the contact details the data will be provided.
- k. Where necessary for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or Ombudsman or governmental authority.
- l. At the Client's request or with the Client's consent.
- m. To an Affiliate of the Company or any other company in the same group of the Company.



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- n. To successors or assignees or transferees or buyers, with ten Business Days prior Written Notice to the Client, and for the purposes of paragraph 31.2. of the Client Agreement.

21.4. Client Information may be disclosed in relation to US taxpayers, in compliance with the requirements of the IRS of the US according to the Foreign Account Tax Compliance Act (FATCA) of the USA. If the Client is a natural person, the Company will use, store, process and handle personal information provided by the Client in connection with the provision of the Services. The Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any), provided that the Client pays an administrative fee. For more information, the Client may refer to the Company's Privacy Policy published on the Company's website.

21.5. The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client.

21.6. The Client accepts that the Company or any Affiliate of the Company or any other company in the same group of the Company may make contact with the Client, from time to time, by telephone, email or post for marketing purposes to bring to the Client's attention products or services that may be of interest to him or to conduct market research. If the Client is a natural person such as marketing communications will be made only with the Client's explicit consent. Any person wishing to opt-out of further marketing communication can do it at any time, based on the Company's Privacy Policy published on the Company's website.

21.7. Under Applicable Regulations, the Company at its own discretion may keep records containing Client personal data, trading information, account opening documents, communications and anything else which relates to the Client for at least five years after termination of the Agreement.

## 22. Amendments

22.1. The Company may upgrade the Client Account, convert Client Account type, upgrade or replace the Platform or enhance the services offered to the Client if it reasonably considers this is to the Client's advantage and there is no increased cost to the Client.

22.2. The Company may also change any terms of the Agreement (which includes this Client Agreement and its Appendices, Privacy Policy, Risk Disclosure and Warnings Notice, Complaints Procedure) for any of the following reasons:

- a. Where the Company reasonably considers that:
  - the change would make the terms of the Agreement easier to understand; or
  - the change would not be to the disadvantage of the Client.
- b. To cover:
  - the involvement of any service or facility the Company offers to the Client; or
  - the introduction of a new service or facility; or



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- the replacement of an existing service or facility with a new one; or
  - the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by the Client at any time in the previous year, or it has become very expensive for the Company to offer.
- c. To enable the Company to make reasonable changes to the services offered to the Client as a result of changes in:
- the banking, investment or financial system; or
  - technology; or
  - the systems or Platform used by the Company to run its business or offer the Services hereunder.
- d. As a result of a request by any other authority or as a result of change or expected change in Applicable Regulations.
- e. Where the Company finds that any term in the Agreement is inconsistent with Applicable Regulations. In such a case, it will not rely on that term but treat it as if it did reflect the relevant Applicable Regulations and shall update the Agreement to reflect the Applicable Regulations.

22.3. For any change made according to paragraphs 22.1. and 22.2, the Company shall provide the Client with advanced Written Notice of at least 15 Business Days. However, the Client acknowledges that a change that is made to reflect a change on Applicable Regulations may, if necessary, take effect immediately.

22.4. For any change in Agreement, where the Company elects to provide Written Notice via a post on the Website, the Company shall also provide the said Written Notice with an additional means of Written Notice.

22.5. When the Company provides Written Notice of changes under paragraphs 22.1 and 22.2. it shall tell the Client the date it comes into effect. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination.

22.6. The Company shall have the right to add new or review its costs, fees, charges, commissions, financing fees, swaps, trading conditions, execution rules, roll over policy, and trading times, found on the Company's website and/or Platform, from time to time. Such changes shall be reflected on the Website and /or the Platform and the Client is responsible to check for updates regularly. In the absence of a Force Majeure Event, the Company shall provide the Client with an advance written notice on its Website of at least 5 Business Days. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until the termination.

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### 23. Termination and Results of Termination

23.1. Without prejudice to the Company's rights under this Agreement to terminate it immediately without prior notice to the Client, each Party may terminate this Agreement with immediate effect by giving at least 14 calendar Days Written Notice to the other Party.

23.2. Termination by any Party will not affect any obligation which has already been incurred by either Party or any legal rights or obligations which may already have arisen under the Agreement or any Transactions made hereunder.

23.3. Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement.

23.4. Once the notice of termination of this Agreement is sent and before the termination date:

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

23.5. Upon Termination any or all the following may apply:

- a. The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set-off those Balances;
- b. The Company has the right to close the Client Account(s);
- c. The Company has the right to convert any currency;
- d. The Company has the right to close out the Client's Open Positions, and cancel Pending Orders
- e. In absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favor, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that



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Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance with the Client's Instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.

### 24. Force Majeure

24.1. A Force Majeure Event includes without limitation each of the following and which makes it impossible or very impractical for the Company to comply with any of its obligations under the Agreement:

- a. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis.
- b. Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic, or other natural disasters.
- c. Labor disputes and lock-out.
- d. Suspension of trading on a market or the liquidation or closure of any market, or the fixing of minimum or maximum prices for trading on a market 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 a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms, exceptional market conditions including without limitation the occurrence of an excessive movement in the market of any Underlying Asset or our anticipation (acting reasonably) of the occurrence of such a movement.
- e. A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, supervisory, regulatory, or supranational body or authority.
- f. Breakdown, failure, or malfunction of any electronic, network power supply and communication lines (not due to the bad faith or willful default of the Company).
- g. Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default.
- h. failure of any third-party supplier, or any other organization, for any reason, to perform its obligations.

24.2. 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 notice and at any time take any or all of the following steps, as necessary:



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- a. 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.
- b. 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.
- c. Shut down the Platform(s) in case of malfunction for maintenance or to avoid damage
- d. Cancel any Client Orders.
- e. Refuse to accept Orders from Clients.
- f. Inactivate the Client Account.
- g. Increase Margin requirements without notice.
- h. Closeout any or all Open Positions at such prices as the Company considers in good faith to be appropriate
- i. Increase Spreads.
- j. Decrease Leverage.

24.3. Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

### 25. Limitations of Liability and Indemnity

25.1. In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given.

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

- a. Any error or failure or interruption or disconnection in the operation of the Platform(s), or any delay caused by the Client Terminal or Transactions made via the Client Terminal, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects.

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- b. 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.
- c. The acts, omissions or negligence of any third party.
- d. Any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data.
- e. Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means.
- f. Any of the risks of the Risks Disclosure and Warnings Notice.
- g. Currency risk materializes.
- h. Any changes in the rates of tax.
- i. The occurrence of Slippage.
- j. The Client relying on functions such as Trailing Stop, Expert Advisor and Stop Loss Orders.
- k. Under abnormal Market Conditions.
- l. Any acts or omissions (including negligence and fraud) of the Client.
- m. For the Client's trading decisions.
- n. All Orders given through and under the Client's Access Data.
- o. The contents, correctness, accuracy and completeness of any communication spread by the use of the Platform(s).
- p. As a result of the Client engaging in Social Trading (if applicable).

25.3. If the Company, its Directors, Officers, employees, Affiliates, or Agents incur 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 use of the Platform(s), that the Company, its Directors, Officers, employees, Affiliates, or Agents bear no responsibility whatsoever, it is the Client's responsibility to indemnify the Company for such.

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

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25.5. The Company's cumulative liability to the Client shall not exceed the fees paid to the Company under this Agreement in relation to the particular Client for the Provision of the Services and use of the Platform(s).

### 26. Representations and Warranties

26.1. The Client represents and warrants to the Company the following:

- a. Is at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to him.
- b. Where the Client is a physical person, that the Client is of sound mind and capable of taking decisions for his own actions.
- c. There are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, depending on the Client's nationality or religion.
- d. All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected.
- e. The Client will not use the IP or the Platform or Website in contravention to this Agreement, or for unauthorized or unlawful purposes and that he will use the IP, Platform and Website only for the benefit of his Client Account and not on behalf of any other person.
- f. The Client is duly authorized to enter into the Agreement, to give Orders and to perform its obligations hereunder.
- g. The Client is the individual who has completed the Account Opening Application Form or, if the Client is a, the person who has completed Account Opening Application Form on the Client's behalf is duly authorized to do so.
- h. The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received
- i. The information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is and will be true, accurate and complete and the documents handed over by the Client are valid and authentic.
- j. The Client has read and fully understood the terms of the Agreement including the information in the Appendices.
- k. The Client funds used for trading are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing.



STREAMS

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- l. The Client is not a Politically Exposed Person and does not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve months a prominent public position. If the above statement is untrue and, in the event, that the Client has not disclosed this already in the Account Opening Application Form, he will inform the Company as soon as possible and will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person.
- m. The Client is not from the USA, Syria, North Korea, Lebanon, and Iran as the Company does not accept Clients from these countries and from any other countries where special legal conditions or sanctions or limitations may exist or be imposed.
- n. The Client has read and understands the Risks Disclosure and Warnings Notice.
- o. The Client consents to the provision of the information of the Agreement by means of a Website or email.
- p. 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 Agreements, Policies and information about the nature and risks of investments by posting such information on the Website or email. Should the Client wish, he may request for these to be sent by post or fax.

### 27. Complaints and Disputes

27.1. If the Client wishes to report a complaint, he must send an email to the Company with the completed "Complaints Form" found on the Website. The Company will try to resolve it without undue delay and according to the Company's "Complaints Procedure", published on the Company's website.

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

27.3. The Client's right to take legal action remains unaffected by the existence or use of any complaints procedures referred to above.

### 28. Applicable and Governing Law and Applicable Regulations

28.1. If a settlement is not reached by the means described in paragraph 27.1, all disputes and controversies arising out of or in connection with the Agreement shall be finally settled in court in Saint-Vincent and Grenadines.

28.2. This Agreement is governed by the Laws of Saint-Vincent and Grenadines.

28.3. All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of investment firms, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it

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considers necessary to ensure compliance with the Applicable Regulations, the relevant market rules. Any such measures as may be taken shall be binding on the Client.

28.4. All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

### 29. Severability

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

### 30. Non-Exercise of Rights

30.1. Either Party's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Agreement, or its failure to exercise any or part of any of right or remedy to which that Party is entitled under this Agreement, shall not constitute an implied waiver thereof.

### 31. Assignment

31.1. The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing 15 Business Days prior Written Notice to the Client. This may be done without limitation in the event of merger or acquisition of the Company with a third party, reorganization of the Company, winding up of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party.

31.2. It is agreed and understood that in the event of a transfer, assignment or novation described in paragraph 28.1 above, the Company shall have the right to disclose and/or transfer all Client Information (including without limitation personal data, recording, correspondence, due diligence, and client identification documents, files and records, the Client trading history) transfer the Client Account and the Client Money as required, subject to providing 15 Business Days prior Written Notice to the Client.

31.3. The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement.

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### Appendix 1 – CFD TRADING TERMS

#### 1. Scope and other Binding Terms

1.1. This Appendix is applicable only to those Clients trading in the Financial Instruments of CFDs.

1.2. It is understood that additional terms, conditions, requirements, features, functionalities and limitations may apply for CFDs trading which are available on the relevant Platform and the Client agrees that he is bound by them, and the Company has the right to change these according to the provisions of this Client Agreement; therefore, the Client agrees to check for such changes before placing any CFD Order.

#### 2. Types of CFD Orders

2.1. The following CFD Orders may be placed with the Company, depending on the types of Client Account the Client has:

- a. Requote. The Client sends new Orders with a reference to a previously received executable price.
- b. Limit. Orders executed according to Client specifications at the limit price change to better or worst, until they are filled, canceled or expired.
- c. Market. Orders are executed immediately at the best available price in the system.
- d. Market Range. Orders are executed immediately at the best available price in the system as long as the Slippage is within the range specified.
- e. Stop. Orders are active but do not execute until the market price reaches the Order's trigger price. Orders are then executed as market or market range orders depending on whether or not the related field is specified
- f. Stop Limit. Orders are active but do not execute until the market price reaches the Order's trigger price. Orders are then executed as limit orders at the order limit price change to better or worst.

#### 3. Placing, Cancelling or Removing Orders and Execution of Client Orders

3.1. Orders can be placed, executed, and (if allowed) changed or canceled within the Trading Hours for each type of CFD appearing on the Company's Website and/or the Platform, as amended from the Company from time to time.

3.2. Pending Orders shall remain active until execution or cancellation. Market Orders not executed because there is not enough volume to fill them, will not remain effective and will be canceled or executed with slippage.



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3.3. Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the order is not specified, it shall be valid for an indefinite period. However, the Company may cancel one or all pending orders at Stop Out level (margin level drops below **25%**).

3.4. Orders cannot be changed or canceled after having been sent to execution to the market.

3.5. The Client may change the expiration date of Pending Orders or cancel or modify a Pending Order before it is executed if it is not Good till Cancelled (GTC).

3.6. The Company shall arrange for execution with the Execution Venue of all Orders given by the Client strictly in accordance with their terms. The Company will have no responsibility for checking the accuracy of any Order.

3.7. CFD Orders are executed as:

- Take Profit (T/P) orders are executed at stated prices including positive or negative slippage;
- Stop-Loss (S/L) orders are executed at first available market prices;
- Limit orders are executed at stated prices including positive or negative slippage;
- Buy Stop and Sell Stop orders for position opening are executed at first market prices.

3.8. During the course of this Agreement in relation to all individual CFD trading by the Client, the Company shall arrange for the execution of Client Orders with another entity (the Execution Venue) and shall not act as principal but as an agent in relation to the Client.

3.9. The Company is under no obligation unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions when Margin Level drops below 25%. When the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue. At the moment of its decrease to this level or below, the lossiest position is closed on the account.

3.10. It is the Client's responsibility to be aware of his positions at all times.

3.11. The Quotes appearing on the Client's terminal are based on the quotes from the Execution Venue and are indicative quotes and hence the actual execution price may vary depending on the market conditions. For example, in the case of high volatility market, execution price might vary from the bid/ask price which the Client was intended to obtain. This may result in positive or negative Slippage for the Client.

3.12. In the event that the Company is unable to proceed with an Order, with regard to price or size or other reason, depending on the Order type, the Order may be rejected or partially filled.

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### 4. Prices, Commissions, Financing Charges, Swaps

4.1. The Company will quote to clients two prices, the “ASK” at which clients can buy a respective CFD, and the “BID” at which clients can sell a respective CFD. Bid and Ask prices provided by the Company on the Platform derives from the prices provided by the Execution Venue(s). Prices of financial instruments other than those presented in the Platform, in particular, presented in other Platforms or provided to third parties or published in any of external websites should not be the basis for the Client's request to determine the terms of a transaction.

4.2. For opening a position in some types of CFDs the Client may be required to pay financing fees, the amount of which shall be disclosed on the Company's Website as a specification to each instrument. In the case of financing fees, the floating P&L is increased or reduced by a daily financing fee “swap rate” throughout the life of the contract.

4.3. Swaps are calculated when the position is kept open overnight at midnight (00:00 GMT+2/GMT+3).

### 5. Lots

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

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

6.1. The Client agrees that trading operations using additional functions of the Platform such as Trailing Stop and/or Expert Advisor are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever.

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

### 7. Margin Requirements

7.1. The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as the Company, at its sole discretion, may determine at any time under the Contract Specifications for each type of CFD, information is available on Company's website.

7.2. Unless a Force Majeure Event has occurred, the Company has the right to change the Margin requirements, by providing Written Notice for the Client and the Company has the right to apply amended Margin requirements for both, existing and new positions.

7.3. The Company has the right to change Margin requirements without prior notice to the Client in the case of Force Majeure Event and especially when there are abnormal market conditions. In this situation, the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.

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7.4. Without prejudice to paragraph 11.1. of the Client Agreement, the Company has the right to close at market prices and or limit the total size of Clients Open Positions and to refuse any new Client Orders which would cause an increase of Client exposure in any of the following cases:

- a. The Company considers that there are Abnormal Trading conditions.
- b. The value of Client collateral falls below the Margin Call level.
- c. The Execution Venue cannot execute the Order; for example, because it is unable to determine the market price of the Underlying Asset.
- d. The system of the Company rejects the Order due to trading limits imposed based on Contract Specification for each instrument.

7.5. The Company does not have an obligation to make Margin Calls to the Client (indulging the situation when the Platform automatically warns the Client that it reached a specific percentage of the Margin in the Client Account).

7.6. It is understood that once an Order is placed, until such Order is executed, and the Transaction is closed, the Maintenance Margin shall distinctly appear in the Balance, but because it is used as collateral for keeping the position open it shall be unavailable for withdrawal. It is understood that Necessary Margin shall be blocked and unavailable for withdrawal from the moment when Order was placed, through opening a position until the position is closed.

## 8. Settlement of Transactions

8.1. Upon closing of position financial settlement takes place.

8.2. Unless the Parties agree otherwise, all sums for which either Party is liable under paragraph 8.1 of this Appendix are immediacy payable upon closing of the Transaction. The Client hereby authorizes the Company to debit or credit the relevant Client Account with the relevant sums at the closing of each position.

## 9. Inducements

9.1. Should the Company pay or receive any fees, costs, or inducements in relation to the Client, it shall notify the Client on an ex-ante or an ex-post basis as provided by Applicable Regulations. The Company will also provide its clients on an annual basis with information on the exact amount of the payment paid on an ex-post basis.

## 10. Leverage limits

10.1. The Company may restrict leverage limits without notice. An automatic change in Leverage may be implemented pursuant to the rules established by the Company, as well as a change in Leverage made by the client via the online platform.