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# TERMS AND CONDITIONS

# CommerceWealth Ltd. | Terms and Conditions

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## Introduction

CommerceWealth Ltd. (the “Company”) is an investment firm that provides derivative instruments and financial services, located in Beachmont Business Centre, Suite 117 Kingstown, St. Vincent and the Grenadines with registration number 25880BC2020.

The Company operates under the website [www.CommerceWealth.com](http://www.CommerceWealth.com) (the “Website”) and uses the official email address [assistant@commercewealth.com](mailto:assistant@commercewealth.com) (the “Official Email Address”) for general inquiries.

The Terms and Conditions in this Agreement (the “Agreement”) shall bind the user (the “Client”) and the Company. The Client acknowledges that he/she must comply with this Agreement and other contracts provided to him/her throughout the course of his/her use of the Company’s services.

The Company may refer to itself as “we”, “us”, or “our/s”, while the Client may be referred to as “you”, “your/s”, “yourself”, or “user/s”.

This Agreement includes guidelines and policies that the Client can refer to if disputes or conflict of interests among relevant parties arise. This Agreement shall also govern the professional relationship between the Client and the Company, and to establish the ownership rights applicable to the services. Furthermore, this Agreement is to inform the Clients about the terms of using the platform and conditions that must be accepted before using and accessing the Website and the services.

The Company reserves the right to alter and modify the Terms and Conditions of this Agreement, including all other written documents and policies of CommerceWealth, effective immediately. The Client acknowledges that his/her continuous use of CommerceWealth services shall bind him/her automatically with the revisions and amendments to this Agreement and any official documentation of the Company.

The Client agrees to read the Terms and Conditions of this Agreement thoroughly before using the Website and the Company’s services. The Client accepts that he/she is bound to this Agreement upon his/her use of any service of CommerceWealth Ltd.

All provisions of this Agreement shall, in nature, survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

The Client acknowledges that English is the official language of the Company. Translation of this document and any other legal documentation of the Company in any foreign language may be provided for the sole purpose of the Client’s convenience. In case of any language translation discrepancy, the Client agrees that the English version of any legal documentation of the Company shall always prevail.



# 1. Scope and Limitation

## 1.1. Scope of the Agreement

1.1.1. This Agreement is a legally binding contract between the Client and the Company. Stated herein are the services of CommerceWealth that will be provided to its users along with the Terms and Conditions that the Client needs to accept before using the Website and services, including the trading platforms.

1.1.2. The available payment terms of the Company shall be provided in this Agreement. However, the Client acknowledges that the affiliated Payment Service Providers (the "PSPs") have separate terms and conditions of use. The Client agrees to comply with the policies of the affiliated PSPs, wherein violation of the relevant PSP terms and conditions indicate a violation of this Agreement.

1.1.3. The Company has supporting policies for this Agreement, such as Anti-Money Laundering Policy, Know Your Customer Policy, Privacy Policy, Refund Policy, Conflict of Interests Policy, Complaints and Disputes Policy, Order Execution Policy, and Risk Disclosure. These supporting policies embody this Agreement, where acceptance of the Terms and Conditions herein indicates acceptance of the relevant policies. This Agreement, together with all the documents that the Company provides or will provide, must be read carefully by the Client before investing or trading with the Company.

1.1.4. This Agreement covers any document in the form of a declaration or as an agreement, as well as any other documents signed by the Company.

1.1.5. The Risk Disclosure is provided with details of the risks associated with the Company's trading services. The Client must ensure that he/she fully understands the risks therein before entering into this Agreement with the Company. The emergence of any loss or damage linked to the Risk Disclosure will not be under the liability of the Company if the Client fails to comprehend the relevant document.

1.1.6. The Company may provide the Client additional agreements (the "Additional Agreements") during his/her use of CommerceWealth services. Violation of the terms in the Additional Agreements may lead to delays in settlements and may result in charged penalties for the Client.

1.1.7. This Agreement governs the instructions received from the Client, including all transactions entered by the Company on behalf of the Client and the instruments bought or transferred to the Company on behalf of the Client.

1.1.8. The Terms and Conditions of this Agreement, including the services of the Company, are not applicable to the territory of the United States of America. The Company reserves the right to request additional information and documentation in order to accept or allow users who are citizens of the USA.

1.1.9. Furthermore, this Agreement includes the important terms in reference for:

- The definitions of certain words, phrases, and expressions used when trading
- The general disclaimers and website-specific disclaimers of the Website and services of the Company
- The limitations of liability and restrictions on the user conduct
- The qualifications for becoming an official client of CommerceWealth, including age and jurisdiction
- The intellectual property rights of the Company, including its Website and services
- The intellectual property rights to Company records and data

1.1.10. While this Agreement is applicable to the Company's Website and to its services, other areas of the platform may have specific terms of use and access. The Client is solely responsible for complying with those terms and conditions provided by the Company's affiliated providers.

1.1.11. The Client warrants that he/she will not, in any way, enter into an additional or separate agreement with the Company's personnel or agents with regards to his/her trading account. Further to this, the Client



acknowledges that any tax liability which may arise in connection with his/her trading account shall be his/her sole responsibility.

1.1.12. By accepting this Agreement, the Client hereby acknowledges his/her rights to withdraw his/her consent after a legitimate written notice sent to the Company. The Client's use and access to the trading platform will be restricted or terminated upon the consented withdrawal at the Company's sole discretion without the obligation to explain or justify.

## **1.2. Scope of the Company**

1.2.1. The Company reserves the right to evaluate the Client's application and may, in its sole discretion, accept or refuse the Client's request for reclassification at any time.

1.2.2. The Company may delegate certain obligations under this Agreement to associated companies and third parties.

1.2.3. The Company shall act as a custodian of the Client's Account and shall safeguard and monitor the activities of the trading account. The Company has the exclusive right to implement restrictions when necessary to protect and keep the Client's trading account active in accordance with this Agreement.

1.2.4. The Company is affiliated with different banks, credit institutions, and financial companies to maintain its business operations and management. In which case, the Company and its affiliates reserve the right to obtain and keep record of the financial transactions that the Client conducts.

1.2.5. Upon the signing of this Agreement, the Company will be authorized to conduct an inquiry about the credit standing of the Client. In line with this, the Company has the right to request the Client's personal credit information from the banks, credit agencies, and financial institutions.

## **1.3. Scope of the Client**

1.3.1. In compliance with the applicable laws and regulations, all Company clients shall be classified as retail clients unless otherwise stated by the Company and agreed with respect to the eligibility requirements as deemed necessary.

1.3.2. If the Client acts in connection with or on behalf of someone else, whether the Client identifies that person to the Company, the Company will not accept that person as an indirect client. The Company does not have any obligation to them unless otherwise agreed, specifically in writing.

1.3.3. Unless the Client has sent a letter or request and is consented and permitted by the Company, the Company will give treatment to the Client respectively for all purposes and the Client will be responsible for performing his/her obligations under each deal issued by him/her or on his/her behalf and each transaction entered by the Company on the Client's behalf, whether the Client is dealing with the Company directly or through an agent.

1.3.4. In accordance with the Anti-Money Laundering law, the Client agrees that he/she is not a politically exposed person or is related to a politician in any way. The Company reserves the right to immediately terminate an account of any user who is politically associated.

1.3.5. The Client guarantees that all trades entered in his/her trading account are made based on his/her sole discretion and personal assessment.



1.3.6. The Client is solely responsible for ensuring that he/she meets the qualifications and requirements of the Company before entering into this Agreement. This includes being qualified for the legal age of using the Company's services and that accessing these services are authorized in his/her country of residence.

1.3.7. The Client, upon the opening of a trading account with the Company, warrants that he/she is of legal age, intellectually stable, and in legal competence to be a Client of the Company. It is the Client's accountability to ensure that he/she acts according to his/her jurisdiction. The Client is solely responsible for assuring that the type of service he/she avails from the Company complies with the respective laws of his/her country.

1.3.8. The services of the Company may not be suitable for all types of users. The Client is solely responsible for assessing his/her knowledge, experience, objectives, and financial resources before availing the Company's services. All and other factors are indicated under the General Risk Disclosure herein.

## 1.4. Scope of the Services

1.4.1. The Company's services, including the trading platform, are only available for the age 18 and above or otherwise the legal age applicable to the Client's country of jurisdiction. If the user does not qualify or is unable to form legally binding contracts under the laws applicable to his/her country, or if the user is underage, the platform will not be accessible to the user.

1.4.2. The Company's nature of business includes operating internationally, where coordinating with different banks, credit institutions, and other financial providers allow the Company to cover its trading obligations.

1.4.3. The Company is not obligated to determine the suitability of any service to the Client. This includes the financial instruments that the Client trades on his/her trading account. The Client is solely responsible for assessing the services and financial instrument if they are appropriate for him/her.

1.4.4. The Company provides the Client with the capability to participate in the international markets and trade hundreds of assets such as currencies, shares, commodities, and indices.

1.4.5. The Company will provide the Clients with trading education and other relevant information. However, the Company will not be liable for any damage or loss incurred by the Client due to inadequate knowledge and experience in trading.

1.4.6. The Company may provide the Client with trading education and other relevant information. However, the Company will not be liable for any damage or loss incurred by the Client due to inadequate knowledge or experience in trading.

1.4.7. The Company reserves the right to reject or cancel transactions of any user who does not have an account with the Company. The Client must complete the registration with the Company and must submit all the necessary documents as soon as possible to verify his/her trading account.

1.4.8. Trading accounts can be accessed with the Client's username, password, and account number as provided by the Company through the registered email of the Client. The Company strongly recommends keeping these login credentials confidential which otherwise may result in unauthorized access.

1.4.9. Any transaction made under the Client's personal information will be considered an instruction authorized by the Client. The Client is solely responsible for the charges arising from any fraudulent or unauthorized dealings.



1.4.10. The Client agrees to complete the registration forms when opening an account with accurate information. Provision of unclear or incorrect information may result in rejection of the registration and may delay the opening of the trading account.

1.4.11. The Company has the right, in its sole discretion, to reject an application and to close or suspend any trading account without the obligation to provide an explanation or justification.

1.4.12. The Company exercises the right to limit the use and access of the Client to the Website, services, and platforms as appropriate to preserve compliance with this Agreement.

## **1.5. Scope of Intellectual Property and Information**

1.5.1. The Company's online trading platform, services, software, software codes, documents, manuals, educational materials, brochures, promotional content, trademarks, logo, texts, layouts, graphics, videos, patents, titles, and other properties, including, but not limited to, all and other materials with copyrights implied, are protected by the local and international intellectual property rights. Therefore, with no third party involved, the Company will hold the sole and exclusive rights.

1.5.2. The Client understands and agrees that the distributed and received copyrights, trademarks, database, and other associated properties or rights in any data or information will remain an exclusive property of the Company unless a third party is identified to be the owner of such rights legally. Also included are the contents of the Company's Website, brochures, landing pages, and other materials connected with the dealing service and in any database that contains or constitutes such information.

1.5.3. The Client understands that all the proprietary rights in online trading services are provided and owned by the Company. These rights are protected under copyright, trademark, and all other associated intellectual property regulations and laws.

1.5.4. The Client holds no right to copy or plagiarize the Company's properties. All the intellectual property assets of the Company are prohibited from being published, reproduced, sold, and distributed. In case the Company has proven the anomalies and the misconduct of the Client, his/her trading account will be subject to termination without a notice or any justification or explanation.

1.5.5. The Client may only have the right to access the entitled properties of the Company in accordance with the Terms and Conditions of this Agreement or as granted by the Company or as agreed by the Company's legit Third-Party Licensors.

1.5.6. The Client must notify the Company immediately once an irregularity or violation of the property rights is observed through a written letter or email submitted to the official Company email address.

1.5.7. The Company reserves the rights over the intellectual property of all the elements of the Software and other related matters utilized within the Company's online trading platform.

1.5.8. The Client acknowledges that all the telephone conversations, and any other type of communication between the Client and the Company, including email and other types of messaging, are recorded by the Company. Such records and the obtained information will be the sole property of the Company. In line with this, the Client accepts that the recordings or the transcripts will constitute admissible proof of the communications occurred between the Company and the Client.

1.5.9. The Company reserves the right, on reasonable grounds, to reject or deny any request from any user to be provided with such information.



1.5.10. The Client understands that the recordings mentioned may be delivered to any court, regulatory, or government authorities if the circumstances call for it.

1.5.11. The Client further agrees that he/she will comply and will submit all identification documents required by the Company for verification purposes. By submitting these documents, the Client warrants that the personal information he/she provided is true, complete, and accurate.

1.5.12. The Client agrees to immediately inform the Company of any changes in his/her personal information. The Client agrees to perform his/her obligations and will neither, in any way, engage his/her account with the Company in any illegal activity nor will violate any terms and conditions applicable to the use of the Company's services.

1.5.13. The Client, upon the opening of a trading account with the Company, warrants that he/she is of legal age, legal competence, and is intellectually stable to be a Client of the Company. It is the Client's accountability to ensure that he/she acts according to his/her jurisdiction. The Client is solely responsible for assuring that the type of service he/she avails from the Company complies with the respective laws of his/her country.

1.5.14. The Client further agrees that he/she will comply and will submit all identification documents required by the Company for verification purposes. By submitting these documents, the Client warrants that the personal information he/she provided is true, correct, and accurate.

1.5.15. The Client agrees to inform the Company immediately of any changes in his/her personal information. The Client agrees to perform his/her obligations as the Company's Client, and will neither, in any way, engage his/her account in any illegal activity nor will violate any terms and conditions applicable to the use of the Company's services.





## 2. Services of the Company

### 2.1. Use of the Services

2.1.1. Whether traders who would like to register with the Company hold a very ample amount of experience or not in trading with the financial markets, the Company is not authorized to give a client advice on investment and portfolio management that are not included in this Agreement.

2.1.2. The Company requires a brief examination of the Client's knowledge and background in online trading which will be obtained from the Client through assessment to ensure his/her capability to understand the business and risks posed by currency pairs and online trading. These restrictions, however, would only be applicable to the Company's services where actual investment or money is needed and therefore does not apply to trial accounts.

2.1.3. Comments, opinions, and statements coming from the Company's Website, subsites, social media accounts, or forum sites as posted or written by any of the Company's representatives should not be taken as advice in regard to the services offered by the Company, whether or not the statement has been made prior or after the Client's date of registration.

2.1.4. The positions between the Company and the Client will be on an execution-only basis, and the Company is not obliged to provide the Client with professional investment advice or input related to the transaction. Should any of the Company's representatives provide the Client an opinion or an encouragement regarding an ongoing position, this would not be recorded as an official advisory and is at the discretion of the Client to take the same into consideration.

2.1.5. Therefore, the Company will not be held accountable for any losses or damages if these are caused by the comment or opinion given by the representative, as the Company is not under any kind of obligation to do so in the first place. The Client agrees that it is not enough to base the proceeding of their decision regarding the transaction.

2.1.6. In case that the Company's managers or representatives will offer the Client an advice on trading and investment on occasions, namely, promotions, the Client would then be subject to different terms and conditions which would be made available to the Client should such deal be made.

2.1.7. The Client agrees that losses, damages, extra costs, or expenses brought by misunderstanding, mistakes, negligence caused by indirect comments or unsuitable and inappropriate information or advice would not be the responsibility of the Company unless the management sees fit otherwise.

2.1.8. The Client also agrees that during all circumstances of the inquiry, verification, or confirmation from the Company regarding his/her transactions do not and cannot be translated or constituted as advice or recommendation to be taken into action in relation to the current or next transactions.

2.1.9. While the Company will do its best to ensure that the Clients are given the best quality of services and instruction in executing trading transactions and orders, the Company can also refuse or cancel these rights to clients who will not be cooperating and do not consent to the basic terms of the Company's execution introductions.

### 2.2. Market Recommendations

2.2.1. Market recommendations and signals may be provided by the Company from time to time. However, the information or market data are generally known information and may be the judgment of the Company's personnel or third-party representatives.



2.2.2. Any information provided must not be interpreted as the Company's personal advice or recommendation to trade. Moreover, the Company is not obligated to provide such market information and recommendation to the Client.

2.2.3. Specifically, the Company will not provide the Clients with any financial, legal, regulatory, or other form of advice. In the event that the Company supplies information, it shall not be considered as financial product advice. Clients may rely on their own judgment in entering or refraining from executing a transaction, providing the Company with the instruction whether to execute or refrain from that trade.

2.2.4. The Client hereby accepts and understands that trading has its own risks and takes all the responsibility that comes with it. The Client shall exercise due diligence in assessing any market recommendations provided by the Company and acknowledges that the Company does not guarantee the accuracy of those recommendations.

2.2.5. General investment advice, research, and recommendations in connection with the Client's trading account may be administered by the Company's Website, personnel, and any other official Company channels, and if executed by the Client shall be heeded and carried out as the Client's own and independent decision.



## 3. Trading Accounts

### 3.1. Use of the Trading Account

3.1.1. The Company offers different account types that suit a wide variety of needs with different and varying features to match the trader's experience, expertise, background, and needs.

3.1.2. The Company has the right to keep some of the account types unavailable to the Clients which might be caused primarily by jurisdictional issues. The Company also reserves the right to modify, change, or replace the features of each account type at its own discretion. The Company may inform its Clients about the account type users through an email or with an announcement through the Website.

3.1.3. The Client is obliged to immediately inform the Company of any changes he/she wishes to make in the current conditions and features of his/her account that may affect any ongoing transactions or open positions subject to the approval of the Company.

3.1.4. The Company requires a minimum of 100.00 USD to keep a trading account active. Trading accounts that do not meet the required amount are subject to termination or restriction of services. The Client guarantees that he/she can maintain the said amount to avoid immediate termination.

3.1.5. The Company has the right to pay and accept services, commissions, or remunerations to improve and advance ongoing transactions conducted by the Client, which includes, inter alia, dealing with the underlying markets in relation to the Client's transactions.

3.1.6. While investment advising is not under the Company's responsibility, third parties may be consulted by the Client his/her own discretion. Any fault, loss, or damages caused by third-party professional advice or counsel will not fall under the Company's liability.

3.1.7. Issues like suspicious transactions will give the Company automatic right to intervene or intercept should the management deem it necessary and will not result in any further damage or loss to the part of the Client and the Company.

3.1.8. By agreeing to these terms, the Client acknowledges that he/she is aware of the conflicts or losses that may arise from the conflicts of interests in relation to ongoing transactions in a Client's account.

### 3.2. Compliance and Acknowledgement of Use

3.2.1. For each account, the Company will provide the Client an exclusive username and password that will allow the Client the following:

- Use and access his/her account to assess real-time evaluations of ongoing trading positions and to analyze and refer to past transactions, including account data
- Gain entry and use his/her account for scanning transactions or deals and set trades associated with the transactions or contracts
- Access to alternate or additional logins and passwords made available at any time to the Client by the Company to protect the security of the account and to avoid unauthorized access or use

3.2.2. The usernames and passwords will continue to be in effect unless terminated by either party.

3.2.3. The Client is in charge of protecting the privacy and use of his/her account, password, and other access codes. The Client agrees that the relevant password and access codes given by the Company can only be used by the Client's Authorized Person, which the Company agreed to appoint. The Client shall not, for any reason, disclose his/her account, account number, password, and other access codes to any third party.



3.2.4. The Client must ensure that the Trading Platforms and devices he/she uses to trade are not left unattended. The Client must also ensure that as such are not being utilized by any third party to carry out trading activities by using his/her account. The Client hereby guarantees that the passwords, access codes, and security data intended for gaining entry to his/her account are always kept secure and private.

3.2.5. The Client is primarily responsible for any loss that may occur in his/her account caused by unauthorized access and use. This includes the losses encountered as a result of lost or stolen passwords and other security information.

3.2.6. The Company may depend on all instructions, orders, and other communications received through the Client's access codes. The Client will thereby be constricted by any transaction or expense encountered on behalf of the Client in reliance on such instructions, orders, and other communications.

3.2.7. If the Client believes or becomes aware that his/her account was disabled, hacked, or compromised, or is being used by any third party without the Client's consent, the Client must inform the Company immediately. The Client can contact the Support Team through email or live chat. If the Company receives the Client's notification within Business Hours, the password of the account will be reset immediately upon acknowledgement of the notice. If the Company receives the Client's notification outside Business Hours, the password of the account will be reset as soon as reasonably possible.

3.2.8. The Company may, but is not obliged to, notify the Client of any activity which the Company considers being carried out on the Client's account without his/her authorization. In that situation where the Company believes so, the Company may, in its discretion, hold the account access until the Client verifies that he/she is aware of those activities. The Company is not responsible if the access to the Client's account was not postponed for the time being.

3.2.9. If the Client has more than one account with the Company, the Company has the right to consider those accounts as if they were under one account. This is to control the number of accounts maintained by a single user at its best judgment.

3.2.10. Further to the above, the Client is particularly made aware that all trading positions, except those closed manually, may be turned over on a constant basis. In that way as a result, all accounts may sustain a cost for such rollover.

3.2.11. The Client must ensure that he/she acts in accordance with any additional Terms and Conditions determined and stated in this Agreement. This includes any other Terms and Conditions relevant to the transactions observed under this Agreement.

3.2.12. All Clients are obliged to provide additional information that the Company may request from time to time. Request for additional information is part of the Company's responsibilities in accordance with the Anti-Money Laundering (AML) Policy, Know Your Customer (KYC) Legislation, and with other significant third parties.

3.2.13. The Client may authorize his/her first-degree relatives or any third party (herewith the "Authorized Person") to trade with the Company through his/her account provided that the Company has given its written approval prior to this authorization of use.

3.2.14. The Client must have been provided with all the certification needed for this intention. This includes, without limitation, customer identification and KYC Legislation documents in relation to the comprehension and experience for the Company to decide whether derivative trading is suitable for the Client.

3.2.15. The Client agrees that other persons cannot play the part of the Authorized Person or any Client. The Company persists its right to refuse any proposed authorized person to use the Client's account. The Company can terminate the approval to that authorized person trading with the Client's account at any time.



3.2.16. Any orders entered or trades carried out by the Authorized Person using the Client's account are bound to the Client as his/her own trading activities.

3.2.17. The Company is not responsible and has no obligation to compensate the Client for the damages that the Company may encounter upon bearing the right course of action to protect the security of the Client's account, passwords, and access codes.

3.2.18. If the Client fails to prevent unauthorized entry or use of his/her account, the Company will not be liable for any legal, administrative, or arbitral dealings and expense-related thereto. The Client thereby agrees that he/she will compensate the Company for the damages and costs as consequences for non-compliance with this Agreement.

3.2.19. The Company is not accountable for unauthorized use by minors through any means or approach. The Company is not responsible for verifying whether the transactions or contracts the Client inputs are appropriate or suitable for him/her.

3.2.20. By agreeing to the Terms and Conditions herein, the Client permits the Company and its representatives to be informed of his/her credit status. Such a therewith is to contact the relevant financial establishments and credit officials that the Company deems suitable to validate the necessary information.

3.2.21. The Client must ensure that any information and services accessed using his/her account will not be disclosed. In line with this, the information and services shall not be exposed, broadcasted, retransmitted, or duplicated. None of which can also be used professionally or publicly, or otherwise redistributed, to produce unoriginal works or databases.

3.2.22. The Client acknowledges that different legislation applies to each country in relation to the financial deals. Therefore, the Client is solely responsible for acting according to the laws applicable to his/her country of residence. The Client must also ensure that his/her Authorized Person acts in accordance with the applicable laws in line with gaining entry or utilizing the Company's online trading facility.

### **3.3. Live Accounts**

3.3.1. The Company reserves the right to impose a deposit limit which can change from time to time. The Company may, but is not required to, notify the Client via email upon alteration of deposit limits. The Client may face relevant consequences and restrictions if he/she negligently disobeys the imposed rules, depending on the gravity of the Client's offense, wherein the Company will proceed to take legal steps and actions.

3.3.2. The Client is solely liable for every deposit and transaction he/she makes with the Company, and the Company will not be held liable for loss and misuse of money on the behalf of the Client.

3.3.3. The Company strictly sifts every account and transactions that are made. Depositing and withdrawing funds are uncompromised as the Company deliberately checks that it is the Client who makes the transaction, be it sending funds or withdrawing funds.

3.3.4. The Company can accept an authorized third party to do a transaction with the Company, given that the Client gave the representative an actual authorization. The Company does not condone any form of account sharing with anonymous people, with third-party software, and other applications that are outside the Company's premises. In the misfortune of the event of losing money and information leaking, the Company will not be held liable for the unfavorable occurrence.

3.3.5. Clients are free to open any account with the currencies available that the Company provides, but changes in the preferred currency may occur from time to time. It is advised to contact the Company first if



the Client is trying to open a currency that is not on the current list. The Client agrees to pay a conversion fee, as imposed by the Company in their own discretion, in the current currency exchange.

3.3.6. The Company may accept deposits and funding, and cancel or block the Client's trading account from trading should any of these following events occur:

- In the case that the Client failed to provide the Company with necessary information and identification
- If under the Company's discretion have concluded that the Client's documents are illegal or fake
- If the Company has concluded that the Client is part of a fraudulent activity or other illegal businesses
- If the Company receives a note or a message saying that the Client's credit card or debit card has been lost or stolen
- In the event the Client has failed to comply with the Terms and Conditions of this Agreement, and other applicable laws and regulations

3.3.7. Deposit time may also vary from the method and the amount of deposit, and the processing time can take much longer than usual due to geographical events and holidays. The Clients are to be informed as soon as the processing is complete.

3.3.8. Additional payments are the Clients' liabilities, such as interests on credit balances, funds, and fees from the Client's deposits or any transactions. The Client agrees to waive the Company from all interest charges and transaction charges.

3.3.9. The Client agrees that account-idleness or lack of activity, which includes funding the account and lack of trading activities, can lead to account suspension. The Company can give the Client 30 business days to proclaim or inform the Company that he/she is shifting his/her account to an inactive one so further service charge and other fees can be removed from the Client's liability. In case of failure to inform the Company beforehand, all liabilities will be shouldered by the Client.

3.3.10. The Company reserves the right to terminate the Client's account and to charge the Client maintenance fee if his/her account deems to be inactive for a year or more.

## 3.4. Joint Accounts

3.4.1. Joint Accounts are only allowed if there is an authorized letter from the Company's existing Client, wherein the request must first be validated after making such action. Any losses and damages that occur before the validation are entirely on the Client's liability. If the Joint Account was permitted, each holder is liable for all obligations and restrictions the Company imposes.

3.4.2. The Clients are also expected to comply with the Company's Terms and Conditions of this Agreement. If in the event of an argument between the relevant parties, the Company will continue to accept orders and transactions from each of the parties until a letter instructing the Company to act upon it. In the event that one of the Clients ceases, the remaining one can still operate and manage the Joint Account.

3.4.3. Any of the two Clients are eligible to close an account and redirection of balances. Both Clients can also withdraw funds from this account, given that at least one of the parties completes the necessary information, paper works, and the withdrawal form. Both parties are required to accept the Terms and Conditions before the Company can validate the Joint-Account request, and breaches of the Company's Terms and Conditions can face termination of the Joint Account.



### 3.5. Multiple Accounts

3.5.1. Clients may have more than one account, and in this event, the Company shall treat all accounts under one account to minimize the number maintained by a single person.

3.5.2. If the Client is one of those that holds several accounts, all Terms and Conditions set by the Company are still applied. The Client agrees that he/she is liable to every loss and damage he/she encounters. All relevant consequences and restrictions that entail with the Client's main account are also applied to the subaccount.

### 3.6. Islamic Accounts (Swap-Free Account)

3.6.1. The only swap-free account type available that the Company offers is an Islamic Account. Islamic Accounts are accessible only to those Clients who cannot make use of swaps due to their religious beliefs. In line with this, if a regular account is applied for an Islamic Account, the Company upholds the right to verify the need for such change.

3.6.2. The Company, at its sole discretion, can decline the processing of any Islamic Account application if deemed necessary.

3.6.3. The conversion of a regular trading account to an Islamic Account is conducted only upon request of those Clients who fulfilled and presented an application for the Islamic Account.

3.6.4. In the event of a properly filled and submitted application, the Company will assess the application and any additional documents provided. The Company will notify the Client via email whether his/her application for the conversion is approved or not.

3.6.5. If the Client who, as a result of his/her practice of Islam, cannot obtain or pay interest, the Client can designate his/her trading account to be specifically an Islamic Account. This represents that the account will be rollover and interest-free or will not be charged with such. The Client hereby agrees that a request for an Islamic account shall only be made by reason of the said Islamic practice and for no other reason at all.

3.6.6. The Company has the right to refuse acknowledgement of any request so as to designate their account into an Islamic Account in its sole and absolute judgment. Such a decision shall be final and unquestionable by the Client.

3.6.7. If the Company suspects that the Client is misusing the rights granted by categorizing his/her account as an Islamic Account, the Company has the authority, without prior notice, to:

- Increase the commission with every trade carried out in the Islamic Account
- Call off the special privileges and terms bestowed to Islamic Account
- Revoke the designation as Islamic Account and turn it into a regular trading account
- Limit or prevent the Client from hedging his/her positions
- Close, at its sole discretion, any open positions and put them back up with the existing market price

3.6.8. The Client hereby acknowledges that he/she shall bear all costs drawn from the above-mentioned actions. This includes, but not limited to, the cost of the change in the coverage.

3.6.9. The Client is not allowed to use the Islamic Account for the purpose of making profits from swaps. The Client is prohibited from asking for payment of any swap fee that was lost due to switching their regular account into an Islamic Account, even which were valid prior to the account transition.

3.6.10. The Company reserves the authority to pull out the Islamic condition approved to any regular trading account at any time without the obligation to provide an explanation or justification.



3.6.11. In case the Company becomes aware of any type of abuse, fraud, manipulation, cash back arbitrage, carry trades, or other kinds of devious and deceptive action in relation to the Islamic Account, the Company upholds the right at any time to:

- Revoke the Islamic classification immediately from all the existing accounts of the Client
- Rectify and reclaim any non-accumulated swaps, gained interest, operating expenses, and other costs throughout the period when the account was classified as Islamic
- Close the Client's trading accounts at once and cancel all trades carried out therewith
- Revoke all earnings or losses gotten in the Client's trading account

3.6.12. The Client hereby affirms that with his/her submission of the Islamic Account application to the Company, he/she agrees to the terms of use set in this Agreement, particularly in this Chapter.





## 4. Trading Platforms

### 4.1. General Access

4.1.1. This Agreement will give the Client access to the Company's trading platform. Any individual who wishes to gain access to the Company's trading platform for the purpose of trading in the financial markets can do this through using the Website with the domain name [www.CommerceWealth.com](http://www.CommerceWealth.com) and any sub-websites and subdomains.

4.1.2. The terms stated in this entire Agreement constitute the relationship between the Client and the Company. This includes the entire use of the Company's services and other ongoing agreements between the Client and the Company.

4.1.3. The Client must have read, agreed, and accepted the following terms and conditions contained in this Agreement without any changes or objections before given with an access to the Company's trading platform. In continuing to open and using the platform, the Client will open and use the platform if he/she agrees with and accepts all the Terms and Conditions in this Agreement.

4.1.4. The Client acknowledges that the Company will not waive any of its rights should the platform fail to deliver or perform for the Client and in any of its applications or purposes. The Company's rights with the trading platform will continue to be made available for the Client in the event that the platform delays or fails to meet personal client standards that are beyond the Company's written restrictions and liability limits.

4.1.5. Hereunder the mentioned Terms and Conditions would be enforced by the Company's authorized representatives with regard and without conflict to the country's existing laws and provisions. Nonetheless, the Client agrees that the Company has the right to apply any legal actions in any jurisdiction.

4.1.6. In the event that the Client does not agree to be bound by the agreements in any jurisdiction, access to any of the Company's services including the Company's platform will not be given to the Client, or will be revoked accordingly.

4.1.7. The Company reserves the right to change the entirety of the platform's terms and conditions as stated on the Website. By agreeing to the terms of access and use of the platform, the Client acknowledges that he/she agrees to be bound by the changes and revisions that will be made to these terms.

4.1.8. The Terms and Conditions of this Agreement and all other agreements, contracts, and legal documentations, along with the future revisions, modifications, adjustments, and alterations are effective immediately and automatically.

4.1.9. If the Company detects an unauthorized attempt to open an account that does not identify to be for that user, or if the Company detects that an attempt to access another Client's trading account, the Company reserves the right to consider any transaction under the account accessed as null or fraudulent.

4.1.10. The Client also agrees to not duplicate, copy, or resell the trading platform with personal interests. The trading platform is the property of the Company and is protected by copyright laws. Unauthorized use of the trading platform may violate trademark and other relevant laws.

### 4.2. Restrictions

4.2.1. Use of the online trading platform is intended solely for the Client's personal use. Unless stated in a written agreement, the Client is not consented to use the platform for non-commercial and public use. If otherwise, the Company has an exclusive right to restrict, suspend, or terminate access to the trading platform without prior notification.



4.2.2. Due to limitations in the Company's servers, the Client agrees to use the platform in a manner that would not cause trouble to the Company and the rest of its clients. The Client further agrees to not use certain features of the trading platform to create any unlawful, unfair, or forbidden actions.

4.2.3. The Company, at its sole discretion, may remove the Client's access should the Company consider any information (including, but not limited to, name, nationality, residence, contact number) given by the Client void or false. Failure to comply with the terms, conditions, rules, and guidelines written in this Agreement to the conclusion of the Company that the Client has misused the platform and will result in blocked access to the platform.

4.2.4. Therefore, any ongoing transaction, open positions, or actions in relation to the Client's account with the trading platform will be terminated by the Company upon immediate establishment of violation.

4.2.5. The Company will not be held responsible for failed transactions, delay in execution of orders, damages, and losses due to unexpected reasons, which include, inter alia, the following:

- Power cuts
- Hardware failure
- Software installation issues
- Malfunctions
- Security breach
- Viruses
- Slow internet connections

4.2.6. The Client agrees that the trading platform may face functionality issues and can be unavailable for access from time to time. In no event shall the Company be responsible or accountable for personal or incidental damages such as loss of data, commercial damages, and trading interruption arising from the Client's inability to apprehend or use the trading platform.

4.2.7. Activities, namely, arbitraging, using expert advisors, and other forms of illegal activities or manipulations toward the Company's platform is strictly prohibited. In line with this, trades executed under 30 seconds will be canceled unless previously reserved with the relevant provider. Consequently, the Company has the right to terminate or dismiss trading accounts, and void or consider profits generated as null.

4.2.8. The Client will be required by the Company or the credit card company to update and send documents from time to time prior to execution of a withdrawal or funding. Credit card transaction processing may vary due to the regulations of credit card companies. Bank account withdrawals are expected to take a much longer time to process due to additional security procedures.

4.2.9. Clients would be advised by an assigned broker or manager of the currency used in their transactions. The Client hereby accepts that some changes may occur from time to time and agrees to not object to those changes.

4.2.10. The Client must only use a personal bank account under his/her own name, which is opened and maintained in the country of his/her residence that he/she has provided as personal information upon registration. Withdrawal of funds from the Client's account with the Company can only be refunded to the same account which was used to deposit the funds.

4.2.11. Payment methods are offered by the Company to the Clients. The Client agrees to be bound by the rules and regulations of the bank and third-party methods, wherein withdrawal procedures should be similar to the deposit method. Should it be deemed necessary for the Client to receive the funds differently from his/her deposit method, a Power of Attorney is required.

4.2.12. The Company will not be held responsible for the provision of legal counseling and advice regarding the use of the trading platform access given by the Company to the trader.



4.2.13. The Client understands and agrees that the use of the Company's trading platform shall, in no way, assure the Client's success in online trading. The trading platform is targeted to be offered to clients or places that do not put limitations in trading currency pairs, assets, and other financial instruments. The Company shall void access to the platform upon an unauthorized or illegal use of the Client.

4.2.14. The Client's registration on the Company's Website confirms the Client's full compliance and agreement with the Terms and Conditions of this Agreement.

### 4.3. Third-Party Access

4.3.1. The Client affirms that he/she is fully knowledgeable of the risks upon granting access and authority to a third party to operate or oversee his/her trading account. The Client is solely responsible for ensuring that he/she is cognizant of all activities performed by the relevant authorized third party. While third-party access, subject to the approval of the Company, is allowed, the Client acknowledges that the Company is not obligated to provide advice or offer suggestions. The Client understands and accepts the liabilities for any damage or loss that may arise as a consequence of authorizing a third party to access or use the trading account.

4.3.2. The Client is solely responsible for keeping his/her account information and credentials safe and secured from any unfavorable third-party access or use. If the Client presumes or suspects that there has been an unknown or inappropriate use or access to his/her account with the Company, such incident must be reported to the Company immediately. The Company will not be liable in any way for any damage or loss that the Client may incur due to misuse of such third-party access.

4.3.3. The Company does not encourage the Client to disclose his/her trading account information or account credentials to any third party. If the Client intends to authorize any third party to access or manage his/her trading account, a written request for third-party authorization must be sent to the official email address subject to the approval of the Company.

4.3.4. The Client can authorize one of his/her first-degree relatives to access or manage his/her trading account or trading platform provided that the Client complies with the procedure of third-party verification. If the Client declares that such authorization request is of a first-degree relative, a proof of relationship with the Client and the assigned person's personal identification documents must be submitted. The Company reserves the right to reject, cancel, or invalidate any third-party authorization request if it deems necessary without the obligation to provide an explanation.

4.3.5. The Client is responsible for ensuring that he/she is fully aware of all the trading activities and operations made by the authorized third party in his/her trading account. The Client is also responsible for ensuring that the authorized third party is fully knowledgeable of the terms and conditions of this Agreement and that such third party is capable of managing the trading account. The Company presumes that all trading activities and transactions conducted by the respective third party are in knowledge of the Client regardless of abuse of authorization or enacting of fraudulent activities in the account. The Client will be solely liable for any damage or loss he/she may incur on account of granting access or authorizing any third party.

4.3.6. The Company reserves the right to restrict, cancel, or terminate immediately the access and authorization of any third party if it deems necessary without providing an explanation thereof. The Company can reject trading transactions and financial transactions made by any third party on behalf of the Client.

4.3.7. The Company gives the Client the free will to do what he/she wants with his/her account. The Client may allow an Authorized Person that is his/her First-Degree Relative to trade on the Client's platform or on his/her behalf. However, the Client must consent to the Company prior to the authorization. Failure to address the letter of consent can lead to relevant restrictions and consequences.



4.3.8. Along the borders of the First-Degree Relatives, no one can be considered as an Authorized Person, and further breaches against this rule can spur legal actions. The Company, along with its rational and logical discretion, can also null any request for an appeal to have an Authorized Person and the Company can also suspend the Client's account for violating this treaty. Any investment and trading strategy made by the Client's Authorized Person will be attached to the Client's account. All of the Terms and Conditions of this Agreement will apply, and if evident negligence is found, respective restrictions shall be applied.

4.3.9. If the Client finds it necessary to authorize a third party who is not his/her First-Degree Relative to access or use his/her account, the Client must send a request to the Company. The submitted written request must indicate the Client's explicit basis in authorizing the third party. The Company reserves the right to reject the third-party authorization request if it finds the basis invalid or illogical. If the Company finds the Client's reason valid, third-party authorization may be granted and a written approval will be provided by the Company. The Client thereby agrees that the acceptance of such authorization will immediately bind the relevant third party to this Agreement. All activities of the relevant third party in the Client's account shall be under the Client's own accountability. The Client is solely responsible for the relevant third party's operation, regardless of misuse or abuse to his/her account.

4.3.10. In relation to the above-mentioned third-party authorization, the Company has the right to terminate the relevant third party's access any time without prior notice. The Company can also restrict or cancel the third party's access or use without giving an explanation or justification.

4.3.11. The Client is solely responsible for safekeeping his/her account, including the Client's Authorized Person and authorized third party. Safekeeping also includes the details of his/her account such as the Client's username and password.

4.3.12. Failure to keep the account secured can lead to potential loss and damage, which the Company will not be held liable for any loss or damage. The Company encourages Clients to not leave any of their devices with the trading platform unattended. The Company also advises the Client to not give away the login details to third-party websites as it can lead to potential account theft.

4.3.13. If the Client believes that his/her account is being used without his/her supervision, or if the Client believes his/her account is being hacked, immediately contact the Company via email or Live Chat. The Company also prohibits account misconduct, and if the circumstance calls for it, the Company will notify the respective Client of the problem. The Company, in its sole discretion, may hold or suspend the Client's account until the respective Client confirms final judgment regarding the account's activities.



## 5. Information and Data

### 5.1. Personal Data and Privacy

5.1.1. The Client accepts and agrees to the Company's personal information terms in its entirety and without exceptions upon his/her registration. This Agreement bounds the relationship between the Client and the Company which includes the provision of security for personal information provided to CommerceWealth. However, this does not guarantee that the Company will not disclose data from any person or agency, whether public or private, if the Company deems it necessary or where the Company has a legal obligation to do so.

5.1.2. The information that the Client provides to the Company will be used to verify, open, and set up the Client's trading account, assign an account number, issue access to the account, and record activity from time to time. The provided information would also help the Company improve the services to the Client over time.

5.1.3. Information may be collected by the Company during the following circumstances, without limitation:

- Upon registration through online forms on the Company's Website
- During transactions, including deposits, funding, and withdrawal
- Instances of third-party groups requesting for the Client's credit history and confirmation of information such as name, address, identification numbers, etc.

5.1.4. Information collected by the Company includes, without limitation:

- Basic application information submitted to the Company as needed to create an account such as name, address, age, date of birth, country of residence, occupation, employer, income, and contact details such as email address and phone number
- Personal information which will be used when the basic account holder decides to apply for a fully functional live account
- Identifiable information such as card numbers and registration numbers
- Banking details and other financial information for the purpose of verifying transactions

5.1.5. Information is collected via the following methods, without limitation:

- Voluntary and direct filling of the electronic forms on the Website
- Submitted scanned documents through email or as uploaded to the trading account
- Obtained through the available communications such as email, phone call, or live chat

5.1.6. The Client also gives the Company, its Managers, Agents, Brokers, and Support Team the full authorization to carry out actions such as credit and identity confirmation as deemed necessary. This would include a constant background check, as well as a reference request from the Client's bank that would include an agreement in assisting the Company when necessary.

5.1.7. Additional proof of identifications and other documentation may be required depending on the jurisdiction of the Client and depending on the PSP he/she used. In compliance with the Company's KYC Policy, the Client agrees to provide those required documents to verify further his/her use of the Company's services.

5.1.8. The Client acknowledges that this would require them to give and provide personal information to the Company's representatives who may be located outside their country of residence. The Client hereby gives the Company the permission to give the necessary information regarding his/her account to any person who is deemed to be seeking a reference or information in good faith.

5.1.9. The Company, along with its subsites and subdomains, is also given authorization to contact the Client at any given, but reasonable, time to discuss the business and for whatever purpose it may serve. On instances that the Client suddenly decides to disallow the Company and any of its subsets to contact him/her, the Client is obliged to inform the Company directly.



5.1.10. The Company reserves the right to store, collect, and process data and information given by the Client in relation to the entirety of this Agreement between the Company and the Client.

5.1.11. The Client's data, information, and records can be provided as evidence of transactions with the Company in relation to the provided services.

5.1.12. The following documents for Corporate Account are also required, without limitation:

- The I.D. of the Client representing the company
- Utility Bill of the represented company
- Legal Approval for Company-funds usage

5.1.13. The Client hereby acknowledges that the Company relies on the data submitted to them in carrying out and in processing their account and the services availed from the Company, provided that the personal information is up to date, accurate, and correct.

5.1.14. The Company shall not have any liability for the loss of data due to unexpected technical issues such as system crash, power cuts, program failures, illegal intervention, and other errors in the system.

5.1.15. The Company will not be responsible for damages or losses that the Client may suffer due to sudden loss of information due to failure in the Company's system or services. Should the Company deem the fault to be its complete responsibility, a compensation or retrieval of loss funds or information will be conducted by the Company.

5.1.16. Keeping receipts, order notices, instructions, and any other records of transactions are the sole responsibility of the Client. Nevertheless, the foregoing could be given to the Client through an instructed request. However, the Company does not guarantee the availability of the information or data to be requested by the Client.

5.1.17. The Client acknowledges that the Company has the right to suspend or cancel a Client's account in cases which security breaches occur. However, the Company is not responsible for any further damages following the account's closure or cancellation.

## 5.2. Information Disclosure

5.2.1. The Company does not disclose or share its Client's information, whether he/she currently has an active account or inactive one which has been closed. However, the Client agrees that information may be disclosed by the Company to third parties in compliance with applicable laws, regulations, and rules from the area or jurisdiction that the Client currently resides in, or in the area where the Client stated as his/her legal or current residence. The Company therewith might disclose the Client's personal information when the Company is in cooperation with law enforcement agencies in compliance with subpoenas or other court requests.

5.2.2. While the Client's personal information is protected by the Company's Personal Information security, all of the Client's portfolio, trading data, and trading performance shall not be placed under these terms and are therefore considered as the Company's property and is non-confidential. These information or data are automatically the Company's property which is non-exclusive, transferable, royalty-free, and licensed to the Company for use, copy, duplicate, and publication.

5.2.3. Emails, messages, chat conversations, telephone calls, and other means of communication available to the Company and its representatives may be recorded by the Company. These recordings shall thereby be the Company's property. Agreement to the entirety of the Terms and Conditions will automatically grant the Company the rights to keep any future conversations, emails, and other communication recordings.



5.2.4. All Client information is recorded by the Company data security technology, which includes the use of tools and programs such as firewalls and data encryption that will prevent third parties from intercepting the Company servers, therefore laying out the Client's personal information vulnerable. Rest assured that the Company maintains a prominent level of security system that works to safeguard access to the Company's systems and data.

5.2.5. By accepting these Terms and Conditions, the Company is given full authorization to provide any legal or tax authorities and any party or agency authorized to conduct an audit or investigation, information, and transactions relevant to the Client's account.

### **5.3. Information and Identity Verification**

5.3.1. By accepting these Terms and Conditions, the Client agrees that the Company and its representatives have the right to go through procedures to process personal data and information submitted by the Client to the Company.

5.3.2. These procedures include storing, processing, and using the data to carry out the services that the Client has availed from the Company. Should the Company's representatives deem it necessary, the Company will conduct a verification of the information submitted to the Company by third-party agencies authorized to provide those services. The Client agrees to the Company's use of these third parties and gives the Company an authorization to provide them with the information as received from the Clients.

5.3.3. The Company has the right to contact the Client from time to time with the sole purpose of keeping the Client's records and information up to date.

5.3.4. The Client agrees that the process of verification includes carrying it inside or outside the area of jurisdiction or residence the Client hails from.

5.3.5. Account verification may be achieved through email address confirmation, personal phone calls from the Company's representatives, and presentation of scanned documents through live chat. This information is subject to processing in accordance with the provisions of the Company's entire Terms and Conditions.

5.3.6. It is the Client's duty to give and submit only reliable information to the Company that will be used for the activation and management of his/her trading account. The Company will not be responsible for any claim from the Client including losses or damages that were caused by false or inaccurate information as submitted by him/her.

5.3.7. Should the Company suspect or detect a fraud or a phony account, the Company will automatically suspend or cancel the trades. It is at the Company's own discretion to close the open financial betting contracts at reasonable causes. Claims against the Company will not be entertained. However, the Company may take precautionary measures to ensure that these claims will be addressed and investigated.

### **5.4. Electronic Signature**

5.4.1. Some business transactions, contracts, and agreements may be provided as electronic documents which may need electronic signatures instead of paper-based documents and signatures. The Client acknowledges that electronic signatures are binding and serve as an affirmation of the relevant document. The Client agrees that his/her electronic signature on any document is equivalent to his/her official signature.

5.4.2. Electronic documents, forms, instructions, and communications can be received through email. If the email of the Client is temporarily or permanently unavailable or inaccessible, or if the registered email of the Client has changed, the Client must contact the Company immediately to avoid further complications regarding the receiving of any electronic document.



## 6. Trades and Orders

### 6.1. Placing of Trades

6.1.1. This Section shall acknowledge the Client's trades and market orders placed through the Company's Electronic Trading Platforms and email. The Company provides an accessible and user-friendly Website with an interface accessible to any device with a standard mobile web browser. For convenience purposes, the Client can access the Electronic Trading Platform using a mobile device.

6.1.2. The Client is given exclusive login details to access the Electronic Trading Platform to begin submitting orders and to perform other trading activities.

6.1.3. To finalize an order, the Client is required to enter relevant security information as a prerequisite for his/her orders to get accepted.

6.1.4. The Client is obliged to provide his/her contact details (email addresses, phone numbers, and mailing address) to the Company as an essential part of this Agreement, whereas the Company is not obligated to provide the Client with any record or information as part of the Company's Privacy Policy.

6.1.5. The Client order is considered accepted once the used Trading Platform indicates receipt of request. With the acceptance of the Client's orders and instructions of the Company, the Client understands that the execution price can be different than the price indicated when the order was entered if there are changes in the market price at some point while executing the order. Execution of a specific order can be done in a few seconds or more. Further description about market pricing and trading are indicated under the Order Execution Procedure.

6.1.6. In case that the Client is not sure if his/her order has been accepted or if a trade has been performed under that order, he/she may always contact the Company, and the Client shall be assisted by the Company's Support Team.

6.1.7. Upon the placement of orders, the Company strictly observes a "first in, first out" procedure where the sequence that the Client orders are positioned depending on the chain of orders that the Client initiated and got accepted by the Company.

6.1.8. The Client is obligated to ensure that the trades and assumptions made are correct. The Company will not be held responsible for any mistake in the trades executed by the Client.

6.1.9. In placing the Client's orders, the Client hereby accepts in full understanding that he/she is entering a trading activity where the market price and price movement is dependent on the financial instrument itself. The Client agrees that he/she does not hold any rights to the specifications of the financial instrument being traded.

### 6.2. Order Execution

6.2.1. The Order Execution procedure is part of the supporting policies and which contains the types of orders that the Company's Electronic Trading Platform accepts. Full details are provided about the types of orders that are available on the platform. The Order Execution Procedure may be modified every now and then without prior notice.

6.2.2. The Client is solely responsible for ensuring that any result of an order placed at his/her account can either strengthen or decrease his/her exposure in an existing position. This also applies when the Client opens a new position or closes an existing one.





6.2.3. After submitting an order, the Client must make himself/herself available for further order confirmation and other information that are deemed necessary.

6.2.4. When it comes to account monitoring, the Client must make it a point to set a part of his/her schedule to check if he/she has open positions in the account.

6.2.5. The Company holds the right to restrict, suspend, or cancel the Client's privilege to trade with the Company to counteract any possible violation of the laws and regulations stipulated in this Agreement. In cases where the Client's funds or Margin is insufficient, or when pursuing a trade would break any trading limits set, the Company reserves the right to prohibit such trade.

6.2.6. The Client's instructions can be coursed through the Online Trading Platform. If the Company receives the instructions via email, the Company will consider acknowledging the instructions and shall decide whether those instructions are approved. When there are instructions given to the Company outside the Online Trading Platform, the Client is advised to confirm those relayed instructions in writing before execution.

6.2.7. When placing an order, the Client acknowledges that the terms of the orders (market order and limit order), the relevant prices, and volume sizes must be clearly specified. The Client is solely responsible for monitoring the orders for execution that he/she has placed with the Company.

6.2.8. The Company can execute any order provided that such execution does not contravene the Risk Management Policy and does not exceed the maximum risk levels and limits that liquidity providers can accept.

6.2.9. It is possible that an order would not be executed if the liquidity provider has not given a price for it yet. Orders will only be executed within the liquidity provider's relevant Bid and Ask prices and in compliance with this Agreement.

6.2.10. The Client hereby recognizes the concepts of price slippage or market gapping and is aware that several factors may come into play that can result in abrupt price movements, either to the Client's advantage or disadvantage (beneficial or not). The Client accepts that such instance is beyond the control of both parties (Client and Company).

6.2.11. Given that the financial markets have unpredictable events, some trading conditions can be amended now and then. These trading conditions include leverages, price quotes, spreads, contract sizes, swaps, commissions, and rollover fees applicable to all trading instruments. The Client hereby agrees that whether he/she is not notified regarding any changes in the trading conditions, such modification can be applied immediately.

6.2.12. The Company ensures that it is acting in accordance with the stipulated duties and responsibilities in this Agreement. However, factors that are beyond the Company's control like the volatility of the market, the market data latency, the speed of the Client's internet connection, and the orders shall be executed at the first price obtained on the financial instrument used. Furthermore, the Company will take the appropriate and reasonable steps in the circumstances of price slippage and market gapping. The Company would always act in conformity with its obligations under the appropriate laws and regulations.

6.2.13. The Client acknowledges that all financial transactions always involve at least two parties known as "counterparty". Counterparties exist since transactions are naturally dual in nature. This means that the Company is the Client's counterparty for each trade. The Client cannot close a certain position with a different firm that has a different price nor transfer his/her position to another firm.

6.2.14. The Company releases a quote showing two prices (Bid and Ask) that the Client may use for his/her trading. Every quote can be received through the Electronic Trading Platform. The Company, at any given time, can modify the quoted prices and such modification will take effect immediately.



6.2.15. The Company will only accept submitted orders of the Client with valid and existing prices.

6.2.16. During situations that are beyond the control of the Company, such as force majeure events and technical or system failure, prices may not be provided to the Client.

6.2.17. The Company is not obliged to give price quotations to, or accept orders from, the Client if the financial instruments are restricted from trading for whatever reason deemed rightful and equitable.

6.2.18. Regardless of the opted means of the Client to submit the order (via the Electronic Trading Platform or email), the Client is responsible for carrying out each submitted order and for ensuring that it meets the requirements and the requisites stipulated in this Agreement. The Company will not be held accountable for any inaccuracy in the executed order of the Client.

6.2.19. The Company reserves the right to set limits at its own preference, which may change from time to time, to the following:

- Submission of Client orders
- Volume of Client orders
- Opening of new positions and its number during the day

6.2.20. Should the Client exceed the stated limits, the Company has the right to restrict the Client in submitting new orders and even opening new positions. The Company can, at its own discretion, cancel transactions or close (partially or completely) any existing positions.

6.2.21. Contracts and other derivatives that reach expiration will be closed systematically unless the trading account qualifies the statistical requirements or if it is in good condition where the Client may be able to transfer to a different liquidity provider.

6.2.22. Positive growing dynamics are the difference between closed positions in profit that do not exceed the negative open positions. Statistics are only counted for positive transactions after deducting the total negative.

### **6.3. Cancellation and Removal of Orders**

6.3.1. The Client can cancel or remove his/her orders, and the Company will process the cancellation requests from the Clients. However, the Client can only request for cancellation of any order if the Company has yet to act upon the respective order. If the order has already been executed in the marketplace, the Company will no longer be able to cancel the order and is considered as "Too Late to Cancel".

6.3.2. If the Client intends to change, cancel, or remove a particular order, he/she must execute the cancellation within the trading hours for each relevant market. Such information can be found on the Website for reference.

6.3.3. The Company holds the privilege to cancel market orders that were not executed due to insufficient volume. Therefore, such orders would not remain effective and will be canceled by the Company.

6.3.4. For partially filled orders, the Client can only cancel the unfilled segment or part of the order.

6.3.5. The Client understands that the cancellation of orders is not allowed during market posting periods (both pre-open and pre-close).

6.3.6. The Client must access the Trading Platform to view or modify his/her pending orders. By accessing the Website, the Client can find a list of his/her orders and his/her options. If the Client wants to proceed



with a cancellation of his/her order, the relevant option must be chosen. The Client will then receive a confirmation message where he/she would need to re-enter his/her password for verification purposes.

6.3.7. It is the Client's responsibility to ensure that the request for order cancellation is permitted by the Company. If the Client encounters any problem or difficulty when canceling an order, he/she must call the Company's Support Team immediately.

6.3.8. The Client is given the opportunity to determine the expiration of his/her limit orders with the following specifications:

- Day
- Day + Extended Hours
- Good Until Canceled + Extended Hours - Extended A.M.
- Extended P.M.

6.3.9. The Client may change the expiration, modify the specifications, or delete a pending order before it gets executed. However, any order cannot be changed, canceled, or removed once it is trading in the market. If the Client must change the expiration date of his/her pending order before they are executed in the market, he/she may do so by canceling the respective order and placing a new one.

6.3.10. To avoid exceeding the available funds or overselling a position, the Client must ensure that his/her pending orders are totally canceled before proceeding to place any other orders. All orders will be considered as "Go" unless the instruction to cancel is made by the Client.

6.3.11. The Company is entitled to cancel the Client's order if it violates any of the Terms and Conditions stated in this Agreement. The Company may still cancel the Client's order which has already been executed and trading in the market in case the Company recognizes breach of this Agreement.

6.3.12. If the Client is placed under investigation due to fraud or anti-money laundering acts, the Company holds the right to cancel the existing orders. The Company may also, at any time, cancel the Client's orders in cases of anomalous market conditions.

6.3.13. Cancellation of orders must be requested explicitly by the Client. The Company will not be accountable for any losses or damages that may occur if the Client fails to clearly express his/her canceling of orders.

6.3.14. The Company has the right to cancel any Client order for the following reasons, without limitation:

- Technological disruptions (internet and network communications)
- As ordered by court due to anti-fraud or anti-money laundering acts
- Suspicious legality or authenticity of the order
- Automatic rejection of the Company's system due to trading limits
- Abnormal market conditions
- If the Client has insufficient funds in his/her account
- If the Client's balance goes below zero

6.3.15. The Client must ensure that the Company has granted the cancellation of his/her order before proceeding with a new order. Changes and cancellation procedures must only be done during the predetermined trading hours of the Company. If the desired cancellation is accomplished during the Company's off hours, it would not be acknowledged even after the market has opened.

6.3.16. It must be considered that the Client can cancel only unmatched orders. For partially filled orders, only the unfilled portion can be canceled by the Client. The Client must always ensure that orders have been canceled successfully even if it requires confirming with the Support Team of the Company.



6.3.17. The Client must access the Trading Platform carefully to ensure that the desired action, such as cancelation of orders, is taken into place successfully. The Client must also not neglect that cancelation of orders is not viable when they are being traded in the market.

6.3.18. Log-in details must be secured by the Client as those details will be used to verify further actions like order cancelation.

6.3.19. Cancelations made at the last minute are considered too risky. The Company must be able to process any cancelation request before it gets executed in the market.

6.3.20. A "Good Until Canceled" order is valid until it has been completed or canceled by the Client. The Client is responsible for checking the status of his/her orders regularly.

## 6.4. Limitation of Orders

6.4.1. The Company has the right to limit the Client's orders, especially to avoid any violation of the provisions of this Agreement. The determined specifications of the limitation on orders shall be at the Company's sole decision. The Company can also reject any Client order or instruction that deems exceeding the set limitations on orders.

6.4.2. In compliance with the Risk Management Policy established herein, the Company reserves the right to refuse (entirely or partly) and limit any order of the Client in case of fund insufficiency.

6.4.3. The Company has the absolute discretion to set limits and parameters to control the Client's ability to place orders in accordance with the provisions of this Agreement. At any given time, the Company can require the Client to limit the number of his/her open positions.

6.4.4. Trading limits can be modified (increased, decreased, removed, or added) by the Company with absolute discretion and without specification. The Company can also control the Client's maximum order amount and size without limitation.

6.4.5. Implemented controls include, but are not limited to, verification procedures to ensure that the Client has requested the relevant order, which can be conducted through the Electronic Trading Platform. Any other limits, controls, or parameters that the Company deems necessary can be implemented subject to this Agreement.

6.4.6. Based on several factors, the Company has the means to modify both maximum and minimum trade sizes. The Company will provide details of the maximum and minimum trade sizes. The Client must follow the limit sizes determined by the Company as applicable at the time.

6.4.7. It is under the Company's discretion to decide if the minimum and maximum trade sizes will be waived, and until when such are valid. The Company can apply limitations and restrictions to the Client's account with the allowable number of transactions. Limitations and restrictions may also include the types of transactions or securities that the Client can carry out.

6.4.8. The requirements, limitations, and restrictions applied by the Company may differ between accounts and transactions. The Company will, without the obligation to do so, inform the Client about those differences. The Client accepts that limit instructions can be implemented by the Company while his/her orders are ongoing. Such instructions must be followed to avoid further difficulty in trading.

6.4.9. The Client acknowledges that an affiliated liquidity provider, at its own discretion, can apply trading limits any time on orders, such as:

- Trading hours limitation



- Types of products that can be traded
- Trading volume
- Amount limit

6.4.10. The Company reserves the right to limit the Client's orders given the risks of volatile markets. This aims to help the Client manage his/her investment strategies. Limitations may also be set as deemed appropriate to retain smooth operations and to be able to protect the interests of the Company and the Clients.

6.4.11. The Client hereby affirms that he/she fully understands the Section of this Agreement regarding the limitation on orders. During pre-arranged order limitations, the Client must take the necessary precautions in compliance with the placement of the trades and orders. The Client is responsible for entering accurate orders and information with the determined limitations as provided by the Company.

6.4.12. The Client agrees that phone conversations can be recorded by the Company upon trading transactions. This is to ensure that the terms and communications are clear in the period of those order limitations. The recorded conversations are considered as Intellectual Properties of the Company. The Client shall acknowledge those records as supporting evidence of his/her orders or instructions. The Company reserves the right to use the relevant recordings or transcripts in relation to the limitations of orders.

6.4.13. The Company has the right to refuse in providing Client recordings and other information related to trades and orders.

6.4.14. When risks are identified, the Company can restrict or put limits on the orders made by the Client as part of its risk management procedures.

6.4.15. In case of any communication or technical failure, the Company may limit the Client's orders to protect the Company from any future liability.

6.4.16. Even in a period of limitation of orders, the Company shall act and decide in a fair manner on any concern involving the Client to reach a just resolution for both parties.

6.4.17. If the Client exceeds the allowed limit, the Company may declare all affected orders and instructions as void.

6.4.18. In case of any loss during order limitations condition, the Company will not be accountable for those losses. Therewith including the loss of profits, income, or opportunity.

6.4.19. The Company considers the volume of the Client's order as well as the current market condition before executing and limiting some of the orders. The Company determines all limitations on orders without prejudice or forms of abuse that could violate the Terms and Conditions set in this Agreement. All limitations set by the Company are for the sake of the sustenance of smooth operations in the Electronic Trading Platform.

6.4.20. The Company reserves the right to apply limitations in trades and orders to prevent risky transactions from the Client. This also aims to identify if the Client is deemed to abuse the system of the Company or if the Client's actions impose a threat to the Electronic Trading Platform.

6.4.21. The Company is permitted to take all reasonable steps to attain the best possible results for the Clients, even if it entails setting limitations on orders.

6.4.22. The Company can command the Client to limit the number of orders opened in his/her account. However, the latter is always ultimately responsible for keeping the former notified regarding his/her orders.



6.4.23. At any point in time, the Company has the right to amend the pre-arranged trading and order limits. This includes immediate decisions during abnormal market conditions. The Company can set the maximum and minimum trading size and quantity for a specific period if it deems necessary and beneficial.

6.4.24. To ensure that the allowable limit is being followed, the Client can confirm the necessary details and information to the Company by calling the Support Team.

6.4.25. The Company has its identified risk tolerance, and if it has been threatened, the Company may be driven to enforce limits on orders without prior notice effective immediately.

6.4.26. For any irregularities when the Company implements and controls the orders, the Company may call for limitation on orders without prior notice.

6.4.27. Should the Company suspect or prove the Client committing any market misconduct, the Company reserves the right to apply mandatory limits on the orders and restrictions to other services.

6.4.28. The Client hereby accepts the provisions in this Agreement pertaining to the limitation on orders subject to changes from time to time.



## 7. Funding and Withdrawal Procedures

### 7.1. Payments and Financial Transactions

7.1.1. Upon agreement with the Company's Terms and Conditions, the Client is also in agreement that any payment or deposit he/she will conduct with the Company shall be agreed and specified by the Company alone. Any foreign validation of payments and payment requests are strictly out of the Company's radar. Loss due to negligence shall be the Client's sole responsibility.

7.1.2. The Client assures that the funds he/she deposits and uses for trading with the Company are obtained legally, while such funds must be in the form of real money. The Client understands and agrees that accumulating interest in his/her trading account is not allowed.

7.1.3. The Company can also levy any transaction due to processing fees and payments that occur with the Client's account. The Client also agrees that every payment and transactions he/she conducts with the Company are final. The Company may, but is not required to, inform the Client if a certain product or service is unavailable and if problems persist. The Company is not responsible if in some cases that the Client misses the report.

7.1.4. Additional payments must be settled immediately by the Client, wherein the Client agrees that commission charges, processing fees, and other fees and charges are to be extracted from his/her account. Prices of commission charges, processing fees and services may surge or deduct at the Company's sole discretion.

7.1.5. The Company has every right to decline any payment deemed to violate clauses inside the agreed Terms and Conditions. The Company abides by the governing laws and helps prevent fraud and money laundering, where the Company in its sole discretion may reject payments if perceived unlawful.

7.1.6. The Company is not obliged to remit any money without any due and proper request and with the Company's discretionary. The Company will not be sending money to any Client, but if given to a certain circumstance, a fitting substitute may be offered.

7.1.7. The Company can reject payment from banks that are not on the Company's list. Any payments used from an unverified bank will be declined and any money loss will be on the Client's liability.

7.1.8. Payments or deposits will be processed by the Company for one business day. However, the Company is not responsible for any delay that may occur due to third-party providers.

7.1.9. Once the withdrawal request has been approved by the Company, the Client will receive his/her funds within one to five business days. The Client understands and agrees that any delay, loss, or damage that may occur after his/her funds have been withdrawn is beyond the Company's control, wherein the Company will not be liable for such issue.

7.1.10. Furthermore, the Client acknowledges that the Company will not charge him/her any fee when depositing to his/her account. Any fees charged by third-party transaction providers or banks will be under the Client's sole responsibility.

7.1.11. Fund transfer between two Client trading accounts must be requested through a formal letter submitted by the relevant Clients subject to the approval of the Company. Both trading accounts must be verified and should not have any outstanding dues.

7.1.12. If an authorized third party intends to deposit or withdraw on behalf of the Client, a Power of Attorney is required. The Client and the relevant third party agree that before conducting any transaction, the submitted Power of Attorney must be approved by the Company. The Company can reject or cancel any third-party transaction if deemed unauthorized or unapproved. The Company reserves the right to invalidate



the third-party transactions, on reasonable grounds, regardless of the approved Power of Attorney without prior notice. The Client acknowledges that the Power of Attorney must not be older than three months prior to the date of third-party transaction.

## 7.2. Credit and Debit Payments

7.2.1. The information about the proper use of the different payment methods provided by the Company is available on the Website. The Client is liable for any misuse and violation of these payment methods.

7.2.2. The Company offers the use of credit card and debit card for funding the account. The exchange rate will be provided by the Company with aggressive rates. Credit card and debit card transactions are fast and swift, processing usually takes minutes, and the deposited funds are instantly usable after a validation of the Company's authorized personnel.

7.2.3. The process will be free of charge, but it will vary with the Client's card company, whether additional fees are implemented apart from the processing fee for the transactions.

7.2.4. The Client permits the Company to submit his/her credit card or debit card registration and documentation as a requirement by the Anti-Money Laundering Policy (AML Policy), Know Your Customer Policy (KYC Policy) and other regulations and legislations that apply. The Client must wait for a confirmation and a validation of his/her credit card in order to start trading. Should the Client show negligence towards his/her account's risks, the Client will be liable for the damages and losses that may occur. Different methods for registering debit cards are specified on the Company's Website, and all damages and losses due to negligence will be at the Client's liability.

7.2.5. The Company ensures its Clients' maximum safety and security. This includes the prevention of fraudulent activity and identity theft. The Client agrees to the following limitations, and failure to comply with the rules correspond to consequences. The Company is looking to keep it upright with these measures where the Company has a limit on the number of transactions allowed in an allotted time. There will also be a limited amount of deposit in an allotted time and there will also be a limit to the amount of deposit per transaction and per registered email.

7.2.6. With the use of credit cards, the Company will also put a limit on credit cards allowed. Deposit attempts are also limited per email and a limitation on the connected email address on a single credit card.

7.2.7. The Client agrees that failure to comply with the aforementioned may lead to investigations and further inspections of the subject to ensure that an authorized person is still behind the activities. There will also be delays in some transactions due to the ongoing investigation, declination of card deposits and other transactions. In any case that the Company assesses investigation on the Client's account, the respective department has the right to request for additional documents.

7.2.8. In the event that the fraudulent activities are confirmed, all transactions and activities will be ceased. The account will be blocked from the Company, all profits and revenues that are existent in the account will be put on hold until the fraudulent activities are cleared. All transactions that are being processed will also be on hold until the issue is resolved.

7.2.9. It will be in the highest regard that the Client provides the Company with accurate personal information. The Client acknowledges that it will be a criminal offense to provide the Company or to any of its representatives with misleading or inaccurate information. The Company has every right to identify the Client's credit cards and debit cards where the Company makes sure that the Client is the authorized and legitimate owner of the card.





7.2.10. The Company, with its logical and rational discretion, can cancel transactions if suspected to be fraudulent or illegal. The Company can also completely block all access to services and, without limitation, can suspend and terminate the Client's account. Under those circumstances, the Company also has the control to seize any profits and revenues the account is entitled to.

7.2.11. The Client must keep track of every credit card and debit card transaction. The Company will not be liable for malfunctions and misuse of the Client's cards. Keeping a good track of card transactions gives a lot of control and help, and the Company also keeps track of the Client's transactions for later purposes.

### **7.3. Currency Conversion**

7.3.1. The Client acknowledges and agrees with the Company's currency conversion in every circumstance. Losses due to currency conversion will be the result of the currency-to-currency changes, the Client agrees that he/she indemnifies the Company and holds the sole liability for the costs and losses after the conversion.

7.3.2. The Company is required to convert the Client's money according to his/her base currency. This includes gains, losses, option premiums, commissions, interest charges, brokerage fees, and other fees, every deposit that is denominated other than the Company's base currency.

7.3.3. The Client agrees that the Company can use the funds in his/her account to pay his/her outstanding balances and dues as necessary and the Client has the full liability to cover his/her obligations.

### **7.4. Payment Charges**

7.4.1. The Client is obliged to pay charges and fees that are strictly imposed and stated on the Company's Website. Failure to comply in settling the fees can lead to relevant consequences and restrictions, where lawful actions are also to be expected for a bigger debacle. Every Clients' remaining balances and charges are updated daily on the Website, and personal notifications are also delivered. If adjustments are made to the charges and fees, the Company will immediately inform the Clients prior to the advent of the changes. The repercussions are under the Client's liability, but if a problem persists within the Company's system, contact the Company's authorized representatives immediately.

7.4.2. The Company is not liable for any tax and other legal responsibility involving any of the Client's activities. The Client is solely responsible for fulfilling his/her lawful duties, including settling commission fees. The Company benefits from commissions and remuneration in respect of any transaction and contract that are carried out on behalf of the Client.

### **7.5. Withdrawals**

7.5.1. The Client agrees that all withdrawals of funds are subject to the Terms and Conditions that entail with the Anti-Money Laundering Law and all applicable laws and regulations. The Company is looking to keep upright and follow respective rules and regulations, all withdrawals from the Client's account are subject to validation.

7.5.2. All withdrawals are to be processed within one to five business days, given that the Client provided the withdrawal request on a business day. Withdrawal requests may be delayed due to incomplete withdrawal forms or information, holidays, and internal errors which are noted or informed prior to the date.



The Client is liable for any potential problem prior to the validation. The Client is responsible for checking the status of his/her withdrawal request and its status in his/her account.

7.5.3. After the validation of the withdrawal request, the Company would immediately process this to the bank or credit card/debit card the Client used for his/her name and information. The Company will not be liable for any problem the Client may encounter after the processing and validation.

7.5.4. The Company will not be liable for any delay, as bank and credit card/debit card companies may take some time to process the Client's request, sometimes even days. The Company will not be liable for any delay that may occur with the Client's withdrawal. In line with this, the Company may have internal problems from time to time, but the Company would inform the Client of such occurrence.

7.5.5. The Client also agrees that the Company imposes every applicable law and regulation to all transactions. The Company supports the cause of bringing down money laundering and other fraudulent activities and crime. Failure to supply the right information and identification can lead to some delay and can lead to relevant consequences and restrictions. In this event, the Company will hold no liability for the damages that may occur.

7.5.6. The Company can also impose a limit on the withdrawal request and can also put a limit on the withdrawal per account. Note that the minimum amount of withdrawal requests through Wire Transfer is 50.00 USD and above. Failure to comply with the Company's Terms and Conditions about financial transactions can lead to relevant consequences and restrictions, which may result in legal actions if further negligence is exemplified.

7.5.7. The Client takes full responsibility of overseeing further fees that are charged to his/her bank, credit card, and debit card companies. The Company also implies several fees for processing the Client's withdrawals along with transaction fees, the Client is obliged to pay the dues and failure to comply can lead to further complications. The Company may change the fees and charges from time to time.

7.5.8. Fees and other charges that may underlie on the Client's funds, such as taxes and other costs, are solely the Client's liability. These other charges that are not imposed by the Company are existent, and if the Client neglects paying such fees, it can lead to relevant consequences and restrictions. If other forms of payment from third-party software or application arise, contact the Company immediately to avoid possible loss. Fraudulent entities are always present, and the Company does not hold any liabilities in case of any loss in that event.

7.5.9. The Company can halt any withdrawal, at its sole discretion, and can cancel the request if:

- Fraudulent activities are detected with evident information
- If there is not enough Margin available in the Client's trading account
- In case the Client has a previous or current outstanding obligation towards the Company
- If the Client has (an) open trade/s in his/her trading account/s, or if the Client has initiated a chargeback procedure

7.5.10. In the event that the Company fails to deliver the right amount due, the Client must contact the Company immediately for further clarification, and the Company and its representatives are more than willing to deliver the right amount. Relevant consequences and restrictions apply if false reports are sent.

7.5.11. The Company will not be liable for any solvency or any omission acts that any bank or other parties that hold the Client's funds or money.



## 8. Commissions and Bonuses

### 8.1. Commissions Settlement

8.1.2. The Client is obliged to settle payments which include commission charges from the Company. The Company may inform the Client about his/her dues and balances. Failure to make the deadline can elevate to relevant consequences and restrictions while further negligence can result in legal actions.

8.1.3. The Company can alter and amend any given commissions and charges any time with logical and rational discretion of the Company's contingents. The Client also accepts that prior changes may occur from time to time, and such changes are openly announced by the Company and can be sent via email prior to the actual implementation.

8.1.4. The Client agrees and accepts that the use of the Company's services and facilities entails separate charges and commissions. The Client's continued use with the aforementioned indicates a continuous patronage, therefore, dues are expected from time to time.

8.1.5. In the event that the Client has decided to cease the use of the Company's facilities and services, he/she must contact the respective Company representative as soon as possible, and failure to inform the Company of the decision to halt any use of the aforementioned means continues patronage may lead to further damage.

8.1.6. For unimplemented or uncompleted shares in the trading process or reserved shares/contracts, the equivalent percentage amount from 1% to 5% (depending on the leverage of the trading asset) will be deducted from the Client's trading account. The Client acknowledges and accepts that the Company can close an existing trade in split lots or volumes to compensate or reduce the floating loss from the total floating profit or variable profit.

8.1.7. The Company is not liable for any misuse of commissions, and is not, in any means possible, liable for VAT duties, taxes, and other legal duties the Client has avoided. Even with the connection to the Company and the Clients, it is the Client's sole responsibility to process the foregoing dues.

8.1.8. The Client acknowledges and agrees to pay commissions to third parties that help initiate and maintain a business relationship between the Company and its constituents. This includes rebates, commissions, spreads, and profit sharing. The Company may also impose a 4% annual interest rate excluding daily interest rate as determined according to the status of the trading account.

8.1.9. For inactivity, there will be some fees to be paid. The Client will be reminded of the inactivity and will be informed of the fee via email prior to the actual deadline.

8.1.10. The Client agrees that his/her trading account must maintain a quality condition through his/her trading course. The Company reserves the right to impose fees if he/she does not qualify the determined statistical requirements.

### 8.2. Bonuses and Rewards

8.2.1. The Company can and will, from time to time, give out bonuses and rewards, which are all subjected to specific terms and conditions. The Company updates the promotions and rewards every now and then and may give prior notification on up and coming rewards and bonuses.

8.2.2. All rewards and bonuses have expiry dates. The Company will clearly state on the mechanics and on their information about how long the promotions will run.



8.2.3. If problems persist regarding the Company's promotions and rewards, contact the Company, the Management, or any of the Company's authorized representatives immediately and the Company will be grateful to assist. If further problems and negligence happen, the Company will not be taking any responsibilities from the occurrence.

8.2.4. The Company is not accountable for any conundrum that involves third-party software and applications. It is the Clients' sole responsibility to keep track of fraudulent offers, bonuses, and rewards, especially if it goes outside the Company's premises.

8.2.5. New Client bonuses and rewards are also offered by the Company, and incentives are given from opening accounts and for depositing for the first time. These bonuses and rewards are also subject to specific terms and conditions.

8.2.6. In order for the Client to withdraw the bonuses provided by the Company, and the profit generated from his/her trading, the Client must be able to comply with the applicable Terms of Use regarding reaching trading volume.

8.2.7. Acquired bonuses, rewards, and promotions with more than 10% of the capital are subject to separate conditions. This includes transaction conditions on each amount of the bonus fund.

8.2.8. The Company can also alleviate any bonuses and rewards on its sole rational discretion if any of the applicable Terms and Conditions was violated or any fraudulent activities are suspected. If negligence is seen among the Clients, relevant consequences and restrictions may proceed.

8.2.9. In the event that the Client requests to withdraw the Company bonus he/she has availed, he/she must comply with the bonus guidelines accordingly while the request will be subject to the approval of the Company.

8.2.10. If the Client received a bonus during his/her trading, the same percentage ratio of the withdrawal amount from the balance will be deducted from his/her bonus.



## 9. Implementation of this Agreement

### 9.1. Limitation

9.1.1. Each transaction made by the Client to the Company is always on the implication of approval and acceptance, this includes electronic settlements. Remember that a transaction will be valid upon the approval of an Authorized Person from the Company. Any third-party transactions shall require a written confirmation and approval from the Client which indicates consent of authorization that the third party can conduct the transaction.

9.1.2. The Company is to accept a transaction given that the full instructions were followed, and no falsification or forgery is guaranteed, then a settlement will be due, and a verification shall follow from the Company within the given time scope. Failure of fulfilling the above-mentioned will lead to invalidation of the transaction and account restriction. Furthermore, breaches and other falsifications and forgeries after receiving a confirmation can and may result in relevant consequences and restrictions if proven to be true.

9.1.3. Validations of transactions are solely and exclusively for the Client. The validation is nontransferable and is uniquely binding to the Client alone. Further temperaments and falsifications from the validation can and may lead to legal consequences. The Client is responsible for his/her own validations and the Company will not be held liable for any damage and loss that can further occur.

9.1.4. Validations are expected to be settled if all remaining documents and deeds are fulfilled. Further delay and hold up of said validation can occur anytime, as potential problems can arise in the Company. Failure to comply on behalf of the Company can signify tougher problems and conflicts internally, and if this happens, the Company will be held accountable for any delay in the services.

9.1.5. In case of not receiving any validation from the Company, even after receiving a confirmation, the Client must inform the Company at once of the delay or the malfunction he/she has encountered. The Company can and will be able to deem any falsifications of appeal. After deliberation, the Company can dismiss the plea from the Company's logical and rational discretion.

9.1.6. The Client understands, agrees, and accepts that the Company cannot ask any additional information and data via third-party websites. Any fraudulent activities and communications are to be subjected as a possible fraud. The Client must ensure to forward any uncertain request, where authorized personnel can identify the authenticity of the request. The Company strongly opposes any third-party validations of any request if the validation comes from a separate party. Proceed with caution as the Company shall not be held accountable for further damages and breaches.

9.1.7. Validation time can also depend on scale of transaction, and if it is pushed to the maximum limit, expect a longer period of validation as opposed to minimum transactions which can be tackled around the day. If a prolonged validation is experienced, contact the Company as soon as the Client can so the problem can be resolved as fast as possible. The Clients are also advised to be patient as a steady stream of traffic of validation is expected every day and the possibility of losing a transaction is inevitable.

9.1.8. The Company can and will refuse certain transactions that are deemed to breach a certain part of the Company's Terms and Conditions.

9.1.9. Any invalid transaction is going to be ignored, as the Company is solely liable for any transaction validation, given that the transaction is valid and relevant. Any step taken by the Client without the Company's prior knowledge can lead to deprivation, harm, and even loss of money. The Company iterates to comply and stay in the vicinity of the set Terms and Conditions of this Agreement to avoid any possible complication.

9.1.10. Do not proceed with sending multiple requests for the transaction if it has been rejected the first time. Ensure that the documents being sent are correct and accurate. Errors, both major and minor, are grounds for invalidation of any request.



9.1.10. The Client agrees to abide by the rules and regulations that the Company imposes. Failure to follow rules can lead to disqualification on any validation request the Client has submitted. Any document and transaction that are for validation must stay within the confines of the Company's Terms and Conditions, and failure to allocate any time on double-checking can lead to further disqualifications.

9.1.11. The Company can deliberately reject requests with rational discernment. In accordance with the Company's Terms and Conditions, rejection of transactions is expected. If in the Client's opinion, he/she experiences an unjust judgment, the Client can contact the Company with his/her valid points and facts.

9.1.12. The Company is to decide on the base currency transaction if certain Force Majeure events happen. If volatility strikes in an unexpected manner, the Company has the final judgment in determining the apropos market prices equivalent to the trading hours.

9.1.13. The Client is obligated to follow the Company's Terms and Conditions regarding the price determination. In the event of profound confusion, Clients are assured to have the best end if sharp market declines and market prices are highly affected.

9.1.14. The Company may, but is not required to, provide currency changes, and it is up to the Client to read any reconvening changes. The Company is not liable if the Client fails to check updates regarding such occurrences that can lead to loss of money.

9.1.15. The Client understands and agrees that his/her transactions will be converted to his/her base currency and that further service fee and other fees shall be settled respectively in accordance with the conditions of derivative positions.

9.1.16. The Company is not accountable for any injustice, direct, or indirect damage and loss that the Client experiences with third-party contents. Any fraudulent cases and notification are to be forwarded to the Company. To ensure the highest possible protection, the Company discourages managing or making any deal outside the Company's premises.

9.1.17. The Company does not directly endorse legal guidance to any of the Clients. In the case of any personnel approaching the Client, saying that he/she is from the Company, urgently contact the Company for further clarifications. There will be no circumstance that the Company will provide any legal guidance, and the failure to immediately contact the Company can potentially lead to personal identification breaches and loss of money.

9.1.18. The Company is not accountable for any information leaked from the Client's end. The Client has the sole responsibility to protect their data and identities against fraudulent beings and third parties. The Company shall not be held liable against any charges that involve swindling and dealing with third parties and other actualities that offer legal guidance.

9.1.19. The Clients are the sole proprietor of their accounts. Any possible loss and other failure will be on the Clients' care and supervision. Investments, transactions, and investment strategies made are solely by the Client's own free will and any loss will not be held against the Company. For specific occurrences, contact the Company for further clarifications.

9.1.20. Remember that trading has a substantial risk and high reward nature, where losing funds is expected and none of it will be the Company's responsibility. Every decision the Client will be making is considered as his/her personal investment objectives and plan, every strategy, and transactions the Client will make is by his/her sole decision. The Company will not be, in any way, liable for money loss in the Client's investments.



## 9.2. Exclusions to this Agreement

9.2.1. The Company shall not be responsible for any misconduct and negligence the Client makes. The Company is also not responsible for any damage and expense caused by the Client. The Company and its constituents shall not be held accountable for any direct or indirect damage and breach of third-party software. This Agreement also extends to excluding the Company and its constituent from any physical harm and death. By agreeing, the Client is indemnifying the Company for any loss. By all means, the Company is not liable for any tax-related implications for the Client's transactions.

9.2.2. The Company is not accountable for any personal damage to computers or other devices the Client uses. The Company strongly recommends having a regular check up on his/her devices to ensure a virus-free trading. The Company also strongly advises the Clients to refrain from any third-party software and applications to ensure a malware-free device and trading. Malware attack and viruses are on the Client's own liability and he/she agrees to exclude the Company in all ways possible.

9.2.3. If the Client has managed to conclude that his/her account has been hacked or damaged, contact the Company immediately, or any of the Company's authorized representatives, the Company will then assess the situation. Take note that the Clients are always in charge of the safety and security of his/her account.

9.2.4. The Company will not be liable for any loss or damage on the Client's behalf. The Client shall be in full control of his/her account. The Company does not force the Clients to invest and trade as it is on the Client's own will and responsibility if anything occurs in his/her account. The Company also strongly advises not to deal outside the Company's premise as it may risk personal aspects or the Client's account, personal information, and even loss of money. Third-party software and applications are not condoned by the Company and further debacle excludes the Company from any liability.

9.2.5. The Company has no direct relationship with the companies that are acting as payment service providers (hereinafter the "PSPs") through which the Client processes his/her payments. The Company will not have any responsibility if a dispute arises between the Client and the said service companies.

## 9.3. Indemnity

9.3.1. The Client is fully responsible for accessing his/her trading account and using it anytime and anywhere he/she wants. With that, the Client is solely responsible for anything and everything that his/her account runs into. The Client is also fully responsible for every investment and trading strategy he/she accounts to make. The Company's directors, investors, shareholders, employees, agents, and personnel are not liable for the Client's account and his/her activities.

9.3.2. The Client agrees that breaches from any third-party software or communication will void any transaction and validation made by the Company. The Company does not condone any use of third-party software or having any partnership outside the Company's premises. Any loss or damage will exclude the Company from any liability. In some cases that personal breach is experienced (e.g.: Viruses) the Company shall not be held accountable for any leak of information and contravention, direct or indirect, since it is a sign of negligence of the Client.

9.3.3. The Company operates under the "Data Processing Law," wherein by using the Company's services, the Client agrees to give the Company, along with its constituents to collate, the personal data with the sole purpose of carrying out transactions and other services.

9.3.4. The Company values every Client's effort to partner with us, and with that, the Company takes pride in making the Client's account as safe as possible. All information the Client has provided the Company is kept for business purposes only. The Client's name, address, birth date, and occupation shall all be kept safely away from the public. The Company only collects necessary information needed to further enhance



the Client's experience with the Company. The Company always maintains a security and safety level at the highest level, which is improved every now and then to keep potential harm away from the Clients.

9.3.5. The Company, along with its constituents, has the right to access any of the Client's information for business purposes only. The example of cases where the Company, or any of its authorized representatives, can access the Client's account information are when the Company endorses a new service or a new product and when serving the Client's account. Information such as the Client's name, address, birth date, occupation, assets, and income are used accordingly.

9.3.6. The Company and its affiliated companies are also entitled to the Client's information for the betterment of several services. However, just like the Company, the affiliates are also under an oath that requires them to contain the confidentiality of the information they obtain. The Company can also provide the Client information to other parties as long as the Client agreed to the conditions and the Client's full consent was given.

9.3.7. The Company will record any form of communication the Client initiated with us, as the Company will remain as the sole proprietor of those records. The Company will use any recordings, emails, and messages as evidence for future use. The Client agrees that upon safekeeping, the Company can also use the recording in any court hearing and any other government/authority meetings. Lastly, due to several technical issues and other recurring problems, recordings may be damaged or destroyed.

## **9.4. Enforcement of this Agreement**

9.4.1. Any amendment to the Terms and Conditions hereof are made at the sole discretion of the Company. The Client agrees that his/her continuous use of the services herewith shall bind him/her to the amendments made in this Agreement.

9.4.2. The Client can independently denounce this Agreement remotely. This Agreement is effective when the Client creates his/her account and upon his/her use of the Company's service.

9.4.3. The Client will not be subject to penalties in case of unilateral denunciation or if the payment of services is uncalled for. However, the Client must pay all the fees appearing from the Company's activity as established herein until the Company receives notice of denunciation.

9.4.4. The date of receipt of the notice by the Company shall be considered as the date which the Client receives acknowledgement by mail if sent by letter, or the date of communication and of receipt by the Company of the recognized receipt of the document.

9.4.5. The Client retains his/her responsibility for any duties brought upon prior to the termination of this Agreement by either party.

9.4.6. Any termination will only affect the started transactions, following the receipt by the Company of such notice and reasonable time to act on it.

9.4.7. The Company may transfer or assign the interests in the Client's account or agreement to any of their successors and delegates, whether by merger, consolidation, or otherwise.

9.4.8. In the event of such transfer or assignment, any existing rights and obligations at the time will proceed and bound to the Client's administrators, successors, or delegates.

9.4.9. If the Client has overdue fees towards the Company, the Company may retrieve the amount of fees from the Client's financial instruments portfolio held by the Company or from any other assets until the balance is fully settled.





9.4.10. The Client cannot transfer its interests in its account or agreement, except if there is a preceding written approval by the Company or by means of a bequest, business dissolution, or similar situations as permitted by the law. In this case, any privilege and commitments present at the time will follow and be binding on the Client's successors, executors, administrators, descendants, or delegates.

9.4.11. In case of death, incapacitation, or any occurrence that causes the Client to be unfit to continue this Agreement with the Company, the Client's first-degree relative(s) shall thereby be the successor of his/her account.

9.4.12. In the event of an irregularity or inconsistency between the Client's consent in this Agreement and the approval in other services, property or business liaisons, accounts, or contract, between the Client and the Company, this Agreement shall continue to be in effect.

9.4.13. If the Client provided permission, authorization, waiver, or sanction that the Company requested, the Agreement will persist to be applicable in full force and effect as relevant policies permit.

9.4.14. Some parts or Sections of the Company's online trading facility may have a variety of particular terms of access and use posted thereon.

9.4.15. In the event that an inconsistency or conflict present within the Terms and Conditions, and any such particular conditions of access or use, the Company shall have entitlement with regards to the Client's right to entry or utilize such related section or part of the Company's online trading facility.

9.4.16. This Agreement fulfilled between the Company and the Client may be revised or extended by the integrity of conveying written approval by the parties in the type of a supplementary contract, which shall be by request.

9.4.17. In the event the Client desires to amend his/her primary identified account information as specified in this Agreement, he/she should fill in and put forward by way of either written or electronic means.

9.4.18. The Client is obliged to inform the Company or its intermediary about the modification of any information given at the time of the signing of this Agreement and in fulfillment with the terms herein.

9.4.19. The general provisions of business may be changed in the method stated, not including the requirement of a supplementary written contract signed by and between the Company and the Client.

9.4.20. This Agreement shall be concluded in the arrangement and behavior stated in the general provisions of business.

9.4.21. The general terms may be comprehensive and revised from time to time, which will also be relevant to any concerns not clearly sorted out by this Agreement.

9.4.22. Given the speculative attributes of trading in the financial market, the Client acknowledges that he/she cannot file a chargeback for the services of the Company in the light of the trading platform, client area, news and signals which are part of the provided services. For filed chargebacks, the Client agrees that his/her trading account will be inaccessible or terminated immediately thereafter.

## **9.5. Termination of Account, Services, and Agreement**

9.5.1. The Client can cancel the services, ongoing trades, and orders in his/her account provided that he/she has submitted a written consent to the Company's official email address. While any of the foregoing may be canceled, the instruction from the Client cannot be withdrawn or amended as soon as the cancellation



has been carried out upon the Client's consent. The Client acknowledges that any losses will not be refunded.

9.5.2. The Company has the right to reject any orders or instructions to conduct transactions in its absolute discretion should it consider necessary. The refusal may be due to system failures in the Company's trading platform or for reasons of reaching the maximum limit in the number of orders placed by the Client.

9.5.3. Prior to the paragraphs above, the Company will be free of any liability or claims of losses, proceedings, and damages caused by unauthorized the cancelation of the services.

9.5.4. The Client, upon his/her request of service cancelation, shall fulfill his/her outstanding obligations (which may be Agreements, Contracts, or Credits) to the Company accordingly.

9.5.5. This Agreement shall be terminated accordingly in the following circumstances:

- In case of death, dissolution, or voluntary liquidation
- In case the Company withdraws its consent given to the Client
- By means of terminating this Agreement by either party

9.5.6. Should the Client request for the termination of this Agreement, he/she must inform the Company via the official email where the Client specifies the reason for his/her will to terminate this Agreement. The Company will review the request within seven business days and will provide a confirmation to the Client. Before the Company officially terminates the Agreement, the Client must ensure that he/she does not have any ongoing obligations and dues toward the Company.

9.5.7. The Client can send his/her termination request to [assistant@commercewealth.com](mailto:assistant@commercewealth.com). After sending his/her termination request, the Client must wait for the official response from the Company with the resolution of his/her case. Only after receiving a response can the Client proceed with further actions regarding his/her termination request. The Client should send his/her inquiries using his/her registered email with the Company for prompt identification. In case of different email address usage regarding termination requests, the Company reserves the right to reject the request. In case the Client has limited access to his/her registered email, he/she must directly inform the Company by email, prior to submitting his/her termination request.

9.5.8. Terminating this Agreement will not free either party from any obligation herein. Transactions delivered and agreed to herein will not exempt the Client from the responsibilities that may arise after the termination of the Agreement. If the Client does not comply with his/her obligations, the Company reserves the right to revoke the profits accumulated from the Company's services. The Company may change, update, and alter the relevant agreements without prior notice.

9.5.9. The Client acknowledges that the following Subsections shall indicate an account closure request:

- If the Client's trading account is unused or inactive for 30 days or more, the Company reserves the right to restrict or disable the account immediately.
- If the most recent withdrawal request of the Client amounts to the total balance of the account, this will indicate a full account withdrawal.
- If the Client is unavailable or out of reach in all forms of communication, the Company reserves the right to revoke and nullify the trading account.

9.5.10. The Client may sign an official confirmation of the trading account closure via email. The Company reserves the right to conduct the following procedures upon encountering those events:

- Apply daily fees for inactivity
- Invalidate profits generated from the credit funds or bonuses regardless of the ongoing obligations of the Client
- Charge termination fees in case of unsettled obligations of the Client
- Deduct bonuses or credit funds from the total equity of the trading account



## 10. Supporting Policies

### 10.1. Conflict of Interests

10.1.1. Despite the fact that it is not feasible to produce an in-depth list of all significant conflict of interests that may occur. This is in accordance with the existing environment, balance, and involvedness of the Company's industry. The following list comprises the many relevant situations which set up or may perhaps compromise a conflict of interest incidence necessitating a measurable risk of loss to the interests of one or more Clients:

- The potential use or distribution of private information copied from the Brokerage
- Department or other corporate components of the Company
- The concern of essential external and internal publics, stockholders, directors, or managers of the Company
- The gratuitous edifice of both publics which may perhaps rooted from the Client's trading volumes
- The compensation of third parties where the interest of the Client clashes with the interest of the intermediary

10.1.2. The previously stated situations which can start or may lead to a conflict of interest are not irrefutable. For it to be conclusive, the Company will unequivocally investigate and evaluate further on each of the mentioned situations on an individual basis and take on an extra-due diligence measure. The Company shall evaluate in order to have a compact proof that the ongoing case establishes a conflict of interest, according to the requirement to act consequently.

10.1.3. In any case of conflict of interest, the Client must raise his/her concern regarding the matter via email.

10.1.4. The Company may conduct a thorough investigation regarding the Client's concern, which the Company may strive to resolve in accordance, and without flouting, the Company's Terms of Use.

10.1.5. Should the conflict of interest of the Client be resolved and fulfilled, the Company may limit the access of the relevant parties from the services and other proprietary rights of the Company.

### 10.2. Complaints and Disputes

10.2.1. The Client must contact the Company immediately if he/she notices discrepancies in his/her trading account that are displayed and that should have been displayed, or in such cases where:

- The placed order was not displayed
- The placed order was changed
- The trade that was meant to be opened is closed
- The trade that was meant to be closed is still open
- When additional trades or orders appear

10.2.2. The Client must take immediate measures to remedy these situations by contacting the Company immediately through the available means of communication. The Client agrees to also send this matter to the Company in writing via email. The Client must send the discrepancy concern using his/her registered email address with the Company for prompt identification. In case the Client is using a different email address regarding the discrepancy, the Company reserves the right to reject such request. In case the Client has limited access to his/her registered email, he/she must directly inform the Company by email prior to submitting the discrepancy request.

10.2.3. If the Client fails or omits to comply with these actions, the Client waives any of his/her rights to mitigate any losses. The Client bears full responsibility from the moment of his/her failure or omission to perform the corresponding actions, regardless of the further impact of profit or loss on the total amount of profit and loss.



10.2.4. The Company will verify the Client's complaint if it is sufficiently supported and documented for 30 business days upon submission.

10.2.5. Within the period of 30 business days of verifying the complaint or dispute, the Client is obligated to keep the matter confidential. The Client agrees to refrain from making any public statement in any form relating to his/her complaint. In case the Client violates this obligation, he/she will be liable for paying reputational damages of 100.00 USD per day, starting from the day of such disclosure of confidential matter. The cumulative maximum amount of the payment may reach up to 10,000.00 USD.

10.2.6. The Company undertakes every effort to resolve any dispute, in good faith and on a constructive basis. The Client acknowledges and agrees that threats and blackmail against the Company are prohibited. Such actions constitute a legitimate ground for the termination of negotiations and the immediate termination of any business relationship between the parties.

10.2.7. Without prejudice to any other Company's rights under this Agreement, if the parties are in dispute regarding a trade warrant, the Company has the right, in its sole discretion and without prior notice, to accept any opinion and actions that it considers reasonable to limit the maximum amount involved in the dispute. The Company is not liable, or has no obligations to the Client, for any fluctuations and risks on the Client's trading accounts.

10.2.8. This Agreement is governed by the laws of St. Vincent & the Grenadines. Any proceeding and settlement involving the Client and the Company will take place in the competent courts of St. Vincent & the Grenadines. The Client 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.

### **10.3. Risk Disclosure**

10.3.1. Investing in the financial market is connected with risk. This statement does not disclose all the possible risks and other significant aspects of trading derivatives, futures, and leveraged assets. Considering all possible risks, the Client should only use the Company's service if he/she understands the nature of the contracts and professional relationship that the Client is entering and the extent of his/her exposure to the risks involved.

10.3.2. Trading derivatives, futures, and leveraged assets may not be suitable to all types of traders. The Client is solely responsible for ensuring his/her experience, objectives, financial resources, and other relevant factors that are taken into consideration before he/she avails the services of the Company.

10.3.3. The Company does not and cannot guarantee the profit or loss of the Client in any financial instrument. The Client acknowledges that regardless of any information provided by the Company, the value of any financial asset or instrument may fluctuate which can affect the Client's investment.

10.3.4. The Client accepts the risk and possibility of incurring losses and damages as a result of any financial asset or instrument.

10.3.5. The Company does not guarantee that the information of the previous performance of a certain asset can affect its current or future performance.

10.3.6. The Client understands the risk of large losses that may occur in a short period of time due to the speculative nature of the Company. Derivatives and other instruments can be highly volatile and may fluctuate rapidly and may show unpredictable events and results, none of which can be controlled by the Company or the Client.



10.3.7. If the margin capital of the Client is insufficient to hold ongoing trades, the Company can, but is not obligated to, contact the Client through phone call or email for notification regarding the matter. The Client may be required to deposit additional funds on short notice. The Client understands that if he/she fails to act on the matter in the required time, he/she will solely be responsible for any loss or damage that will occur.

10.3.8. The Company stands on the right to regulate margin requirements for each of its products. This would possibly result in the Client's margin requirement growing. The Client may hence be obligated to pay additional funds to uphold the prevailing conditions.

10.3.9. Upon entering this Agreement, the Client shall be aware that trading will be dependent on the price measure of the fundamental financial products. The Client will then be uncovered to the related, but overstated, risks to grasping the fundamental assets. Here are some of the possible risks that are to happen at times:

- Volatility: Strident, unforeseen activities in the fundamental product's price that can produce an inflated profit or loss to the Client. Markets may possibly not interchange in an even manner, and price gaps can happen with sequential quotes in the distance. One of the outcomes of this may be that stop-loss orders are implemented at unfavorable prices, either complex or lesser than the Client may have expected, reliant on the path of the Client's trade.
- Currency: Wherever the Client is trading in a currency-dominated product dissimilar to that in which he/she holds his/her account, fluctuations in the exchange rate can impact the Client's profit and loss.
- Liquidity: In definite conditions, it may not be likely to close a portion of or an entire point at the current price or of any kind.

10.3.10. Any trade of the Client is a counterpart of the Company. Several rights, advantages, or responsibilities may be relocated to any person correspondingly. While the Company embarks on the responsibility to deliver the Client with finest implementation and to act judiciously and in agreement with the available Terms and Conditions earnestly, trades done in the Client's trading account with the Company should be disclosed accordingly.

10.3.11. It is the accountability of the Client to observe and manage his/her trading account. Must the net value of the trading account descent below the necessary margin, the Company may close some or all of the Client's trades at the present market price. This must not conversely be taken as warranty, and it is the Client's obligation to guarantee that ample funds are in his/her trading account all the time.

10.3.12. When trading, the Company offers no assurances of profit or of circumventing losses. Clients will not be promised with such from the Company or from any of its agents. The Client should be cognizant of the natural risks in trading and should be financially capable to face such risks and endure any loss.



## 11. Definition of Terms

### Account

The Client's officially registered account with us. Every single account will have a distinct Account number and other important details included

### Annualized

The conversion rate or movement on an annual or yearly period

### Ask

The price or amount at which a purchase is made available and offered to buyers to which the higher price is placed in a quote

### Averaging Up/Down

This is when an investor purchases more of a stock as the price goes down or up

### Base Currency

The home market's currency or the first currency in a currency pair; a client or trader buys or sells the base currency against the other currency

### Bid

The price to which the sale is made available and offered to traders or clients from sellers

### Bond

A debt security filed by a business or administrative organization

### Bonus

Funds given to clients, which shall automatically be added to the Client's account

### Buyer

It is a trading associate who has positioned the order for the acquisitions of the securities for a fee

### Capital Gain

When the value of an asset goes beyond its purchase rate, the upsurge is termed capital gain

### Capital Loss

When there is a reduction in an asset's present rate against its purchase rate, such reduction is called a capital loss

### Client/You/Your

A person for whom the Company has opened an Account for, or more than one Account, and allocated an Account number

### Client Terminal

A third-party application, program, or website that gives the trader an access to an ongoing state of the financial markets that offers features where clients can perform real time analysis, open and close positions, and manage orders

### Closing/Opening Price

The initial price traded at the start of a session is called opening, closing if otherwise

### Commission



A payment charged by a Broker or any legal individual for his/her provision in aiding an operation

#### Contrarian Investing

Contrarian investing is simply investing in a falling market and sell stock in a bullish market

#### Currency

A specific location's medium of exchange

#### Currency Pair

The exchange rate of one currency against another currency

#### Day Trader/Trading

A day trader is an investor who characteristically clamps assets for a short period of time, typically trading them in the similar day

#### Dividends

A quantity of money funded frequently by a firm to its stockholders out of its incomes

#### Exchange

An exchange is a station where diverse amount investments are traded

#### Exchange Rate Risk

The amount of loss that a trader can suffer from the bid or ask prices' movement

#### Execution

Opening or trading an asset in the financial market

#### Electronic Trading

Similar to online trading, this is an automated trading technology with an aim to simplify trading transactions in the market

#### Forecast

An analysis of the markets in a statistical or technical way where a specific asset or currency is given a target price movement

#### Foreign Exchange

Market positions or transactions that sends a foreign currency of a financial institution

#### Foreign Exchange Market

An area where both buyers and sellers interact to buy and sell foreign currencies and is not limited to specific locations

#### Fund Deposit

The process of Client adding balance in a trading account from the Client Area

#### Funds

A trading account's current state which includes the balance value and the credits

#### Hedge/Hedging

When the Client opens orders of the same asset and volume on different directions (buy/sell)

#### Initial Public Offering (IPO)



The principal sale or proposal of a stock by an establishment of the community, instead of just being kept by private or privileged investors

#### Japanese Candle Charts

Japanese Candle chart or just candlesticks are stock diagrams used in plotting and learning of the chart outlines in technical analysis

#### Leverage

A model that can allow the Client to widen his/her disclosure to a financial market minus obligating further investment capital

#### Long Position

A position in the market wherein a trader buys a currency that was not previously owned by the trader, usually referred to the base currency

#### Margin

Margin is the word specified to the quantity of money, essentially in the Client's account, as a directive to open a trade

#### Online Trading

Trading securities, stocks and currencies done on an online platform

#### Open Position

The first stage in a whole transaction where a trader is to create a transaction with an equal volume

#### Position

An executed asset in the market; an open or closed trade of an asset in the Client's platform

#### Rate

The price of a base currency

#### Rally

A swift growth in the common price level of the market or of the price of a stock

#### Sector

The cluster of stocks that are in the similar industry

#### Security

A legal and exclusive amalgamation of Symbol and Series, used to describe an option, asset, bond, interest rate, precious metal, or share

#### Share

An entity rights relative to the investment made in an establishment

#### Short Position

A position in the market that is used to describe the action of selling a currency or trading instrument the trader has not previously owned

#### Spread

The difference between the Bid and Ask price of a certain asset

#### Stock





A financial instrument that connotes a possession of a business and embodies a right on its relative share in the Company's assets and incomes

#### Stock Symbol

An alphabetic root symbol which signifies an openly traded asset

#### Trading Account

A client's registration in the Company's trading platform that will be personalized to suit a client's specific needs. This will also hold all of the Client's transactions and ongoing positions

#### Trading Platform

The safe online password-protected collaborative Trading Platform provided by the Company

#### Transaction

An act of depositing or withdrawing funds from the Client's side; an act of adding or approving withdrawal funds from the Company's side

#### Volatility

A measure of risk for a security, and the rate to which an asset or currency is expected to fluctuate in a specific period

#### Volume

The number of shares of stock traded throughout a certain time period routinely dignified in regular daily trading capacity

#### We/Our/Us

The Company's authorized representative figure

