



# TERMS AND CONDITIONS

**MM CO LTD**  
**Vanuatu Company No. 700483**



## AGREEMENT

This is a legal contract between MM Co Ltd, herein after known as ("MM ", "us" or "we") its successors and assigns, and the party/parties (the "Customer", "client" or "you") executing this document. This document, together with our other legal documents located on our Website and Client Portal, represents the terms with which MM will do business with Customer. This document sets out the respective rights and obligations of both parties in connection with this service and both parties will accept and be bound by these terms on acceptance of the terms contained herein and on completion of the application form by Customer.

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

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

## NOTICES

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

MM does not provide investment advice. The market recommendations, signals, and information provided by and/or distributed by MM are general in nature and based solely on the judgment of MM's personnel or from third party information providers. These market recommendations may or may not be consistent with the market position or intentions of MM, its affiliates, and/or employees.

The market recommendations and information provided by MM are based upon information believed to be reliable, but MM cannot and does not guarantee the accuracy or completeness thereof or represent that following such recommendations will eliminate the risk inherent in trading CFDs. Any market recommendations of, or information provided by, 27.1. MM does not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell, any OTC transaction. Customer understands and hereby agrees that Customer is capable of, and solely responsible for, assessing the merits and risks of any trade it may enter into with MM.

Customer understands that MM does not permit its Customer representatives to either exercise discretion or manage an OTC account. If Customer's account is not being traded with Customer's authorization, Customer must notify MM immediately.

MM's margin policies and/or the policies of those banks/clearing houses through which trades are executed may require that additional funds be provided to properly margin Customer's account and Customer is obligated to immediately meet such margin requirements. Failure to meet margin calls may result in the liquidation of any open



positions with a resultant loss. MM reserves the right to refuse to accept any order.

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

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

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

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

## 1. TERMS AND HEADINGS

- 1.1. "MM" shall, where the context so permits or requires, be deemed to mean MM Co Ltd, its subsidiaries and affiliates and their successors and assigns;
- 1.2. "Customer" shall mean the party (or parties) who have agreed to be bound by the terms of this Agreement;
- 1.3. "Agreement" shall include this agreement, and all other agreements and authorizations executed
- 1.4. by Customer in connection with the maintenance of Customer's account with MM.

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

## 2. INFORMATION ABOUT MM

MM Co Ltd is a registered financial services company in Vanuatu and is fully licensed and regulated by the Vanuatu Financial Services Commission. The Vanuatu Financial Services Commission is the Territory's single financial services Regulator responsible for authorizing and licensing companies or persons to conduct financial services business.

## 3. CATEGORISATION

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

## 4. COMMUNICATION



- 4.1. The principal method of communication between MM and Customer will be electronically via MM's website, and on-line trading platforms.
- 4.2. Information regarding orders placed and executed will be addressed personally to Customer through a customer specific account.
- 4.3. However, certain information will be provided generally on our website, such as general market recommendations and Customer hereby consents to receiving information not addressed personally to customer in that form and you confirm that you have regular access to the internet and our website.
- 4.4. All written communications from us to you will be in the language used to register your account via our website.
- 4.5. In the event of any discrepancy between the English original version of MM content and any foreign language translation, the English version prevails.

## 5. AUTHORIZATION TO TRADE

- 5.1. MM is authorized to enter into CFDs on an over-the-counter basis with Customer in accordance with Customer's computer instructions, subject to the terms of this Agreement and all annexes hereto. MM enables Customers, on an execution only basis, to conduct transactions and hold positions in derivatives via the network of brokers, clearing members, counterparties, banks, stock exchanges and other parties with whom MM has a direct or indirect relationship
- 5.2. On completion of the application form by Customer, MM will issue Customer with a secure password which is to be used with the Account Number of the Customer.
- 5.3. MM's security systems are designed to ensure that any information provided to and from Customer is securely transmitted. Customer is obligated to keep passwords secret and is solely responsible for ensuring that third parties do not obtain access to the password or MM's trading facilities.
- 5.4. Customer agrees to be exclusively responsible for any instruction received electronically that is identified with Customer's password and account number and for any electronic, oral and written instruction to MM from persons MM in its sole judgment, believes are apparently authorized by Customer.
- 5.5. If Customer's account is titled as a joint account, MM is authorized to act on the instructions of any one owner, without further inquiry, with regard to trading on the account and the disposition of any and all assets in the account.
- 5.6. MM shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or omitted to be taken by MM in reliance on any such instructions or on the apparent authority of any such person.
- 5.7. MM has the authority to require joint action by the owners of the account in respect of the account. MM may send all correspondence and documents in respect of the account to anyone owner of a joint account.
- 5.8. MM has possession over the security of the account whether individual or joint.
- 5.9. If a death occurs to one or more of the owners of a joint account, MM shall be notified in writing and shown proof of a death certificate. All expenses due at the date of notification shall be charged to the account.



- 5.10. Up to the time valid written notification is provided to MM, each owner of a joint account is presumed to have an equal share of the joint account.

## **6. APPROPRIATENESS OF TRADING**

Although MM issues general market recommendations, these should not be construed as personal recommendations or advice to trade with MM. All trades entered into by Customer represent an independent decision by the Customer to trade with MM.

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

- 7.1. All transactions under this Agreement shall be made in accordance with usage, rulings and interpretations of the counter party institution, exchanges or other interbank market (and its clearing organization, if any) and with all applicable laws and regulations.
- 7.2. If any statute shall hereafter be enacted or any rule or regulation shall hereafter be adopted by any governmental authority, or a contract market, exchange or clearing organization which shall be binding upon MM and shall affect in any manner or be inconsistent with any of the provisions hereof, the affected provisions of this Agreement shall be deemed modified or superseded, as the case may be, by the applicable provisions of such statute, rule or regulation, and all other provisions of this Agreement and provisions so modified shall in all respects continue in full force and effect.
- 7.3. Customer acknowledges that all transactions under this Agreement are subject to the aforementioned regulatory requirements and Customer shall not thereby be given any independent legal or contractual rights with respect to such requirements.

## **8. MARGINS AND DEPOSIT REQUIREMENTS**

- 8.1. Customer shall provide to and maintain with MM margin in such amounts and in such forms as MM, in its sole discretion, may require which may include initial margin and/or maintenance margin requirements.
- 8.2. Such margin requirements may be greater or less than margins required by those banks or brokers with which trades are executed or under rules of exchanges of clearing houses or governmental and other regulatory agencies.
- 8.3. MM may change margin requirements at any time for any open or new positions and for some or all products, in MM's sole discretion.
- 8.4. Customer shall monitor their account so that at all times so that the account contains sufficient equity to meet margin requirements. Customer shall maintain, without notice or demand, sufficient equity at all times to continuously meet margin requirements.
- 8.5. Customer agrees to deposit by immediate wire transfer, or other payment method acceptable to MM, such additional margin when and as required by MM and will promptly meet all margin calls in such mode of transmission as MM in its sole discretion designates.
- 8.6. For the purpose of determining a Customer's compliance with MM margin requirements, MM will determine in its sole discretion the values of positions and assets in such Customer's account. MM's calculations may differ from the values or prices disseminated by exchanges or other market data sources and MM shall have sole discretion in deciding whether and how to value securities, derivatives, OTC products or other investment products. MM may raise margin requirements in advance of an upcoming change in the required exchange



or clearing house margin even before the effective date of such change.

- 8.7. MM may at any time proceed to liquidate Customer's account, unilaterally and possibly without prior notification, including without limitation in the event:
  - 8.7.1. equity of an account no longer meets the margin requirements specified by an MM partner or depository bank;
  - 8.7.2. MM anticipates that the holding of an option position or any other position in the Client's account likely will result in a future margin violation or;
  - 8.7.3. MM determines that liquidation is necessary or advisable for its protection. Customer acknowledges that even if a margin call is issued, MM still may liquidate positions at any time. Any failure by MM to enforce its rights hereunder shall not be deemed a waiver by MM to enforce its rights thereafter. Customer cannot choose which positions will be liquidated to cover a margin call and such decision shall be made solely by MM, its partners and/or a depository bank.
- 8.8. MM retains the right to limit the amount and/or total number of open positions which Customer may acquire or maintain at MM, and to increase margin requirements in advance of earnings or other news or events, with or without notice, either before such events or retroactively or at any other time that it deems at its sole discretion.
- 8.9. MM may reject any order if the account has insufficient equity to meet margin requirements, and may delay processing any order while determining margin status. Orders must be placed allowing sufficient time to execute and to calculate margin requirements.
- 8.10. Profits deriving from a transaction shall be added to Customer's account as additional margin, as long as the transaction is open, and upon the closing of the transaction, as an addition to the available balance for withdrawal.
- 8.11. Losses deriving from a transaction shall be deducted from Customer's account.
- 8.12. MM may reject any order if the account has insufficient equity to meet margin requirements, and may delay processing any order while determining margin status. Orders must be placed allowing sufficient time to execute and to calculate margin requirements.

## 9. BONUSSES

- 9.1. MM may elect to grant a benefit to Customer by depositing bonus amounts in Customer's trading account, subject to certain terms and conditions as shall be determined by MM, at its sole discretion. Such bonus amounts may not be withdrawn by Customer, unless Customer complies with the applicable trading requirements posted on MM's website as may be amended from time to time or as communicated to Customer.
- 9.2. Participation in the bonus offering by related parties or intermediaries is prohibited. If the registration and/or trading data of a Customer corresponds with the registration and/or trading, including but not limited to IP address and/or devices, of another Customer, the company reserves the right to regard this matching as a reason for immediate termination of such bonuses and/or any trades or profits associated with Customer's account(s). For the purposes hereof, the term "Related Party/Intermediary", when used in these Terms & Conditions, unless the context otherwise requires, shall mean to include any person or entity bearing a



relationship with any participant in receiving of a bonus, including, without limitation:

- 9.2.1. family members, such as brothers, sisters, spouses, ancestors, lineal descendants and collateral descendants;
- 9.2.2. person or entity, whom any participant in receiving of bonus, directly or indirectly through one or more intermediaries, controls, or whom, directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with any participant in the receiving of a bonus.
- 9.3. If the Customer's positions are closed due to a stop out before having the bonus added, the Customer is not eligible for the bonus.
- 9.4. If MM suspects or has reason to believe that Customer has attempted fraudulent activity in order to claim a bonus, or any other promotion, MM reserves the right to:
  - 9.4.1. Cancel or reject the bonus promotion, and any related Affiliate bonus, at its sole discretion;
  - 9.4.2. To terminate Customer's access to services provided by MM and/or terminate the contract between MM and the Customer for the provision of services;
  - 9.4.3. To block Customer's Account(s) and to arrange for the transfer of any unused balance to Customer.
- 9.5. If MM suspects or has reason to believe that Customer has abused the terms and conditions of a bonus offer by hedging positions internally (using other trading accounts held with MM) or externally (using other trading accounts held with other brokers), MM reserves the right to cancel bonuses, and any trades or profits associated with Customer's account(s).
- 9.6. Bonus promotions may be restricted in certain jurisdictions.
- 9.7. In the event of internal transfers between Customer's trading account, any active bonus will be cancelled.
- 9.8. The bonus is applicable on deposited amount only to the bonus designated account. The Customer is not eligible for the bonus on internal transfers.
- 9.9. MM reserves the right to cancel or reject bonus promotions at its sole discretion, without having to explain reasons to Customer.
- 9.10. The Company, at its sole discretion, reserves the right to nullify all previously credited trading bonuses of a Customer's trading accounts and/or any transactions, profits, or losses associated therewith, in the event of any indication or suspicion of arbitrage (including but not limited to risk-free profiting), abuse (such as trading patterns that suggest an intent to solely exploit the trading bonus without genuine engagement in market trading or risk-taking), fraud, manipulation, cashback arbitrage related to the trading bonus, or any other deceptive or fraudulent behavior. In such cases, the Company may also, at its discretion, close the Customer's trading account(s), cancel all orders, and revoke any profits accrued. The Company shall bear no responsibility for any consequences arising from the cancellation of the trading bonus, including, but not limited to, the closure of orders due to Stop Out.
- 9.11. Any commissions derived from any partner with relation to point 9.10 will become null and void.
- 9.12. Clients who receive a bonus cannot also receive other commissions, such as cash back, either for



existing or future instruments that MM will offer to their traders.

## 10. CUSTOMER ASSETS

- 10.1. Interest is not payable by MM on client funds deposited by Customer.
- 10.2. All funds, securities, currencies, and other property of Customer which MM or its affiliates may at any time be carrying for Customer (either individually, jointly with others, or as a guarantor of the account of any other person,) or which may at any time be in its possession or control or carried on its books for any purpose, including safekeeping, are to be held by MM as security and subject to a general lien and right of set-off for liabilities of Customer to MM whether or not MM has made advances in connection with such securities, commodities, currencies or other property, and irrespective of the number of accounts Customer may have with MM.
- 10.3. MM may in its discretion, at any time and from time to time, without notice to Customer, apply and/or transfer any or all funds or other property of Customer between any of Customer's accounts.
- 10.4. Customer hereby also grants to MM the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other Customers, to itself as broker or to others, any securities or other property of Customer held by MM as margin or security.
- 10.5. MM shall at no time be required to deliver to Customer the identical property delivered to or purchased by MM for any account of Customer.
- 10.6. This authorization shall apply to all accounts carried by MM for Customer and shall remain in full force until all accounts are fully paid for by Customer or notice of revocation is sent by MM from its home office.
- 10.7. Any failure by MM to enforce its rights hereunder shall not be deemed a future waiver of such rights by MM.
- 10.8. MM is irrevocably appointed as attorney in-fact for Customer and is authorized, without notice to Customer, to execute and deliver any documents, give any notice and to take any actions on behalf of Customer, including the execution, delivery and filing of financing statements, that MM deems necessary or desirable to evidence or to protect MM's interest with respect to any collateral.
- 10.9. In the event that the collateral deemed acceptable to MM is at any time insufficient to satisfy Customer's indebtedness or other obligations to MM, including obligations to provide margin hereunder, Customer shall promptly pay upon demand the entire amount of such deficit.
- 10.10. Default of Credit Institution and Monitoring:
  - 10.10.1. In the event of default of one of our appointed credit institutions, MM does not accept responsibility and is not subject to any liability arising from losses to clients arising from such a default.
  - 10.10.2. However, we conduct appropriate and continuing risk assessment of our appointed credit institutions in order to ensure that our appointed credit institutions are safe repositories.
  - 10.10.3. We will supply the details of our appointed credit institutions on request to retail clients, including the names of those institutions and the client account details.



10.10.4. Where Customer does not wish MM to deposit funds with a particular credit institution we will return such funds to Customer as soon as possible.

## 11. CONFLICTS OF INTEREST

- 11.1. MM is required to maintain and operate effective organizational and administrative controls to take all reasonable steps to identify, manage, disclose and record conflicts of interest. In order to achieve this MM has established and implemented a Conflicts of Interest policy.
- 11.2. Where arrangements made by MM to manage conflicts of interest are insufficient to ensure, with reasonable confidence, that risks of damage to client interests will be prevented, MM shall clearly disclose to the client the general nature and the sources of the conflicts of interest before undertaking business on the client's behalf.

## 12. COMPLAINTS

- 12.1. In the event that you have any query and/or concern and/or issue and/or problem and/or reason to feel dissatisfied with any aspect of our service, in the first instance you should contact our customer services team, as the vast majority of issues can be dealt with at this level, via the contact information on our website.
- 12.2. If our customer services team is unable to resolve the matter or you feel that our service has not met your expectations and you wish to raise this issue as a formal complaint, you must submit a formal complaint accompanied by adequate supporting evidence (as necessary) to [compliance@midasmkts.com](mailto:compliance@midasmkts.com) to be recorded as a formal complaint.
- 12.3. We will provide you with a regular written update on the progress of the investigation of the complaint at intervals of not greater than 20 business days;
- 12.4. We will attempt to investigate and resolve the complaint within 40 business days of having received the complaint;
- 12.5. Where the 40 business days have elapsed and the complaint is not resolved, we will inform you of the anticipated timeframe within which we hope to resolve the complaint.
- 12.6. Once an investigation of the complaint is completed, a Final Response shall be issued to the Client with the investigation's outcome(s) together with any required explanations and any remedy measures the Company intends to take.
- 12.7. A Complaint will be deemed as resolved or settled where the Company has sent in writing a Final Response to the Client.
- 12.8. If you do not feel that your complaint has been resolved satisfactorily you are then able to refer your complaint to the Vanuatu Financial Services Commission ("VFSC").
- 12.9. The VFSC will act mainly as an intermediary, between the customer and MM, and seek to establish a factual account of the situation. The VFSC will work towards determining whether any violation of laws, regulations and/or policy guidelines has occurred. an independent organisation that was established to resolve disputes between financial institutions and their customers.
- 12.10. Any referral to the VFSC must take place within six years of our Final Response to you, and you should also note that the VFSC may not consider a complaint until we have had the opportunity to address the



complaint. For further details, please visit VFSC's website.

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

- 13.1. In the event of (a) the death or judicial declaration of incompetence of Customer; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) the filing of an attachment against any of Customer's accounts carried by MM, (d) insufficient margin, or MM's determination that any collateral deposited to protect one or more accounts of Customer is inadequate, regardless of current market quotations, to secure the account; (e) Customer's failure to provide us with any information requested pursuant to this Agreement or any applicable law; or (f) any abuse of trading practices, manipulations and/or fraud by Customer or any other person authorized to use the account; or (g) any other circumstances or developments that we deem appropriate for its protection, and in MM's sole discretion, it may take one or more, or any portion of, the following actions:
- 13.1.1. Satisfy any obligation Customer may have to us, either directly or by way of guaranty of suretyship, out of any of Customer's funds or property in MM's custody or control;
- 13.1.2. Sell any or purchase any or all Currency contracts, securities held or carried for Customer; and
- 13.1.3. Cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Customer.
- 13.2. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Customer's or held jointly with others.
- 13.3. Prior demand or notice of sale or purchase shall not be considered a waiver of MM's right to sell or buy at any time in the future without demand or notice as provided above.
- 13.4. In liquidation of Customer's long or short positions, MM may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a hedge which in MM's sole judgment may be advisable to protect or reduce existing positions in Customer's account.
- 13.5. Any sales or purchases hereunder may be made according to MM's judgment and at its discretion with any interbank or other exchange market where such business is then usually transacted or at a public auction or private sale, and MM may purchase the whole or any part thereof free from any right of redemption.
- 13.6. For Customer's protection, Equity or Net Liquidation Value of the Customer's trading account drops below the Minimum Margin Requirement, all or some of Customer's open transactions shall be automatically closed, whether at a loss or a profit.
- 13.7. If the amount in Customer's trading account is less than zero, Customer shall promptly notify MM and MM shall nullify the account.
- 13.8. Neither MM nor any of its subsidiaries, affiliates or agents shall be responsible for any loss or damage caused due to closing of positions in accordance with the above.
- 13.9. Customer shall at all times be liable for the payment of any deficit balance of Customer upon demand by MM and in all cases, Customer shall be liable for any deficiency remaining in Customer's account(s) in the



event of the liquidation thereof in whole or in part by MM or by Customer.

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

## 14. FEES/CHARGES

- 14.1. Fees arising from MM providing services are outlined on our website.
- 14.2. Customer is aware that a part of MM's revenues derives from the spread on each transaction. The spread is the difference between the bid & the ask price of the price quote on a transaction. The standard spreads for all instruments are listed on our website.
- 14.3. MM may increase or decrease spreads on any or all instruments, at its sole discretion, at any time without notification due to various mitigating factors – market sentiment, news times or announcements, trading volumes, market volatility and/or additional internal or external factors. This may be effected on an individual client basis or for all clients simultaneously.
- 14.4. Spreads may be increased where a third party inter alia – Affiliate, Introducing Broker, Marketing Partner, refer a Customer to MM. This additional spread may be transferred to the third party who referred the Customer as remuneration.
- 14.5. Where a customer requests a specific fee structure, a commission may be payable by Customer to open and close positions. Such commission payable will be debited from Customer's account at the same time as MM opens or closes the relevant CFDs.
- 14.6. Where we increase or introduce any new charges, we will post the changes on our website at least 7 days before they take effect.
- 14.7. We may also charge for incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees.
- 14.8. In certain circumstances additional fees may include such things as statement charges, order cancellation charges, account transfer charges, or fees imposed by any interbank agency, bank, contract, market or other regulatory or self-regulatory organizations arising out of MM's provision of services hereunder.
- 14.9. Customer may incur additional fees for the purchase of optional, value added services we offer.
- 14.10. Rollover & Overnight Interest for CFDs
- 14.10.1. A daily financing charge may apply to each open position at the closing of MM's trading day as regards that CFD..



- 14.10.2. If such financing charge is applicable, it will either be requested to be paid by Customer directly to MM or it will be paid by MM to Customer, depending on the type of CFD and the nature of the position Customer holds.
- 14.10.3. The method of calculation of the financing charge varies according to the type of CFD to which it applies. Moreover, the amount of the financing charge will vary as it is linked to current interest rates (such as LIBOR).
- 14.10.4. The financing charge will be credited or debited (as appropriate) to Customer's account on the next trading day following the day to which it relates.
- 14.10.5. MM reserves the right to change the method of calculating the financing charge, the financing rates and/or the types of CFDs to which the financing charge applies.
- 14.10.6. For certain types of CFDs, a commission is payable by Customer to open and close CFD positions. Such commission payable will be debited from Customer's account at the same time as MM opens or closes the relevant CFD.
- 14.10.7. Trades in CFDs are linked to the market price of a certain base asset, including the market price of future contracts. A few days prior to the expiration date of the base asset to which the CFD is linked, the base asset shall be replaced with another asset, and the quotation of the CFD shall change accordingly.
- 14.10.8. Trades in CFDs are continuous and the base assets to which they are linked vary from time to time.
- 14.10.9. MM reserves the right to determine the base asset to which CFDs are linked, the date of replacement of the base asset, and the replacement conditions.
- 14.10.10. Following the replacement of the base asset, the quotation of the CFD shall be adjusted, and the Customer's account shall be credited or debited, as applicable, in accordance with the difference in quotations created due to the replacement of the base asset.
- 14.10.11. The difference in quotations between the base assets is affected by the difference in rates between selling and buying of such assets in the market, and therefore the revaluation of selling and buying transactions shall be in different values.
- 14.10.12. Customers will incur costs in relation to the Spread Cost in closing the Old contract and Opening the New Contract and a Standard Overnight Interest charge.
- 14.10.13. In most cases, the debits shall be higher than credits.
- 14.10.14. Any open transaction held by Customer at the end of the trading day as determined by MM or over the weekend, shall automatically be rolled over to the next business day so as to avoid an automatic close and physical settlement of the transaction.
- 14.10.15. Customer acknowledges that when rolling over such transactions to the next business day, overnight interest may be either added or subtracted from Customer's account with respect to such transaction.



- 14.10.16. The overnight interest amount shall be determined by MM from time to time, in MM's absolute discretion.
- 14.10.17. Customer hereby authorizes MM to add or subtract the overnight interest to or from Customer's account for any open transaction that has accrued overnight interest, in accordance with the applicable rate thereto, each day at the time of collection specified on the trading platform for each individual instrument, as applicable.
- 14.10.18. Full information related to applicable charges can be found on our website.

## 15. COMMUNICATIONS, STATEMENTS AND CONFIRMATIONS

- 15.1. Reports, statements, notices, trade confirmations, and any other communications will be posted online and may be transmitted to such address as Customer may from time to time designate in a written or electronic communication to MM.
- 15.2. Customer is responsible for alerting MM to any change in its e-mail address.
- 15.3. Communications are deemed received when made available to Customer by MM, regardless of whether Customer actually accessed the statement.
- 15.4. Customer will be able to generate daily, monthly and annual account statements detailing transaction activity, profit and loss statements, open positions, margin balances, account credits and debits.
- 15.5. Customer understands that it must carefully review the reports relating to Customer's trading posted online by MM.
- 15.6. Reports of the confirmation of orders and statements of accounts for Customer posted online by MM shall be deemed correct and shall be conclusive and binding upon Customer if not objected to within two business days of the posting online.
- 15.7. Objections may be made initially by email, but must be confirmed thereafter in writing.
- 15.8. If Customer becomes aware of an error with respect to any report or statement, such as amounts erroneously credited to Customer, Customer shall immediately inform MM and is responsible to return such amount to MM, and if MM becomes aware of such occurrence, MM is expressly authorized to correct such error by correcting such report or statement, and, if applicable, treating this as a Deficit Balance.
- 15.9. Customer declares that by providing its registration data to MM it hereby consents to, MM, its subsidiaries, affiliates and agents sending, and Customer receiving, by means of telephone, facsimile, SMS or e-mail, communications containing content of a commercial nature relating to Customer's use of the trading platform, including information and offers from MM or third parties that MM believes Customer may find useful or interesting, such as newsletters, marketing or promotional materials.
- 15.10. Customer acknowledges that MM does not have to separately obtain Customer's prior consent (whether written or oral) before distributing such communications to Customer, provided that MM shall cease to distribute such communications should Customer notify MM in writing that Customer no longer desires to receive such commercial communication.
- 15.11. Client statements can be generated by the client at any time on the on-line trading platform. These statements will record the time the order was executed and the balance of their account. Our internal records



will state the time the order was requested from the client.

- 15.12. MM will also provide the client with a statement on an annual basis outlining the details of funds held by the firm for the client at end of the period covered by the statement. Statements will also show all charges applied during the period covered by the statement, if any.
- 15.13. Real time access to each client's account showing transactions, the time orders were filled and the balance on the client's account will also be available to customers.
- 15.14. Customer acknowledges that certain financial instruments, such as CFDs, or those with an underlying asset which is subject to a maturity date, tender or swap offer, may grant rights to holders which may expire unless an action is taken within certain deadlines. MM is not obligated to notify the Customer of any upcoming expiration, exercise or redemption dates, or to take any action on the Customer's behalf without having received a specific instruction from you except as required by law.

## 16. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY

- 16.1. MM and/or any of its subsidiaries, affiliates or agents shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of MM including, without limitation, government restrictions, court decisions, changes in market or exchange rules and regulations, war, riots, strikes, fire, floods, natural disasters, industrial disputes, market or exchange halts, extreme volatility, extreme volumes, theft (including internal), loss or damage resulting, directly or indirectly, from any delays, deletion or inaccuracies in the transmission of orders and/or information due to breakdown or failure of transmission or communication facilities, or electrical power outage, or problems, interruptions, errors, acts, omissions or bankruptcy of third parties, such as exchanges, executors, depository banks, clearing members, agents, brokers and/or trading venues, as well as any acts or omissions of MM as a result of acts or omissions of such third parties. MM and/or any of its subsidiaries, affiliates or agents shall in no event be held liable for the safekeeping and custody of client assets, any full or partial loss of the deposited funds or instruments and the potential loss of revenues derived from such funds or instruments, due to whatever incident which occurs at third party executors or depositories.
- 16.2. Neither MM nor any of its subsidiaries, affiliates or agents warrants that the trading platform or any services provided (including Third Party Licenses) will be available without interruption or will be error free and such trading platform and services are provided "AS IS" without any representation or warranty of any kind whatsoever except as otherwise set forth herein.
- 16.3. Under no circumstances shall MM or any of its subsidiaries, affiliates or agents be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, MM's trading platform or services (including Third Party Licenses) including but not limited to lost profits, loss of business, trading loss, loss of data or use of data, any unauthorized access to, alteration, theft or destruction of Customer's computers, computer systems, data files, programs or information, or costs of procurement of substitute goods or services.
- 16.4. Customer agrees that this section represents a reasonable allocation of risk, that this section is an essential element of this Agreement and that in its absence; the economic terms of this Agreement would be substantially different.
- 16.5. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if MM or any of its subsidiaries, affiliates or agents has been advised of the possibility of such damage.



- 16.6. Neither MM nor any of its subsidiaries, affiliates or agents has liability or duty of indemnification related to unusable data, lost or corrupt Customer transactions or data, by whatever means, in whatever form.
- 16.7. This limitation of liability additionally eliminates any duty or liability on the part of MM or any of its subsidiaries, affiliates or agents related to unusable data, lost or corrupt Customer transactions or data, resulting in part or in whole from third-party software or networking goods or services or from internet related problems or from actions or events outside of MM's control.
- 16.8. MM and its subsidiaries, affiliates and agents disclaim any and all liability resulting from or related to any breach of internet security or disruption, distortions or delays of Customer's connections to the internet, due to any reason.
- 16.9. As OTC is not an exchange traded market, prices at which MM deals at or quotes may or may not be similar to prices at which other OTC market makers deal at or quote.
- 16.10. Should a quoting or execution error occur, which may include, but are not limited to, a mistype of a quote, a quote that is not representative of fair market prices, an erroneous price quote from a dealer or erroneous price quote due to failure of hardware, software or communication lines or systems or inaccurate external data feeds provided by third-party vendors, MM will not be liable for the resulting errors in account balances. Without derogating from the above, in the event that transactions shall be closed or opened based on the Erroneous Quote, MM's trading room attempts to recognize such event and to act promptly to reset such event. Customer acknowledges that the reset process may take time, during which Customer may not be able to use its trading account, and outstanding orders may not be executed.
- 16.11. In case MM will identify an erroneous quote or an outdated quote, it may offer the Customer an alternative quote or alternatively to continue the transaction, all at the sole discretion of MM.
- 16.12. Customer further acknowledges that MM, its subsidiaries, affiliates and agents shall not be liable for any loss or damage caused due to or in connection with such reset process.
- 16.13. Third Party Licenses:
- 16.13.1. If any third party software is included within or embedded in the MM website or online trading platform, then such embedded third party software shall be provided subject to the terms of this Customer Agreement which apply to the online trading platform.
- 16.13.2. Customer shall fully comply with terms of any Third Party Licenses that we provide from time to time.
- 16.13.3. We provide no express or implied warranty, indemnity or support for the Third Party Licenses, and will have no liability related thereto.
- 16.13.4. "Third Party Licenses" means licenses from third parties governing third party software embedded or used in the trading platform.

## 17. CFD FLUCTUATION RISK

- 17.1. If Customer directs MM to enter into any transaction:



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

## 18. INDEMNIFICATION

- 18.1. Customer agrees to indemnify and hold MM, its subsidiaries, affiliates, agents, employees, agents, successors and assigns ("MM Indemnities") harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by any of MM indemnities arising out of Customer's failure to fully and timely perform Customer's obligations herein or under any Third Party License or should any of Customer's representations and warranties fail to be true and correct.
- 18.2. Customer also agrees to pay MM indemnities promptly all damages, costs and expenses, including attorney's fees, incurred in the enforcement of any of the provisions of this Agreement and any other agreements between MM and Customer.
- 18.3. In addition to any limitations of liability specified elsewhere in this Agreement, MM indemnities shall not be held liable and are released from all claims and losses incurred in such regard if the claim or loss was caused or contributed to by:
- 18.3.1. The actions or omission to act on the part of Customer,
  - 18.3.2. Any act or omission by any person obtaining access to Customer's account, whether or not Customer has authorized such access or not,
  - 18.3.3. System malfunction, equipment failure (whether Customer's equipment or MM's equipment), system interruption or system unavailability,
  - 18.3.4. Delays, failure or errors in implementing any instruction,
  - 18.3.5. Inaccurate or incomplete instructions received by MM from Customer, or
  - 18.3.6. Any reliance or use by Customer or any other third party with access to Customer's account of any financial and market data, quotes, news, analyst opinions, research reports, graphs or any other data or information whatsoever available through the trading platform or any Third Party License, whether to complete a transaction on the trading platform or for any other purpose whatsoever.
- 18.4. MM shall be entitled to setoff Customer's liabilities under this section from Customer's account.

## 19. MARKET ABUSE AND MANIPULATION

- 19.1. Prohibition on Arbitrage and Manipulation
- 19.1.1. MM does not permit the practice of arbitrage when trading and strictly forbids any form of manipulation of its prices, execution, and platform or making transactions based on errors, omissions or



misquotes on the MM platform.

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

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

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

## 19.2. Market Abuse

19.2.1. MM may hedge our liability to you by opening analogous positions with other institutions or in the underlying market. The result of our doing this is that when you trade with us your trades can, through our hedging, exert a distorting influence on the underlying market for that index, in addition to the impact that it may have on our own prices. This creates a possibility of market abuse.

19.2.2. Customer represents and warrants, and agrees that each such representation and warranty is deemed repeated each time Customer opens or closes a position that:

19.2.2.1. Customer will not place and has not placed a trade with us relating to a particular index or any other CFD price if to do so would result in Customer, or others with whom Customer is acting in concert together, having an exposure to the price of the underlying financial instrument which can create a situation of market abuse.

This exposure can be equal to or exceeding the amount of a declarable interest in the relevant financial instrument. For this purpose, the level of a declarable interest will be the prevailing level at the material time, set by law or by the stock exchange(s) or other exchange upon which the underlying financial instrument is traded; and

19.2.2.2. Customer will not place and has not placed a trade with us in connection with:

19.2.2.2.1. a placing, issue, distribution or other analogous event;

19.2.2.2.2. an offer, take over, merger or other analogous event; or

19.2.2.2.3. any other corporate finance style activity, in which Customer is involved or otherwise interested; and

19.2.2.3. Customer will not place or close a position and Customer will not place an order that contravenes any primary or secondary legislation or other law against insider dealing or market manipulation. Customer agrees that MM may proceed on the basis that when Customer opens or closes a position or places an order on a share price, Customer may be treated as dealing in securities within the meaning of the relevant statutes or regulations.



- 19.2.3. In the event that a Customer places or closes any trade or places an order in breach of the representations and warranties given, or MM has reasonable grounds for suspecting that Customer may have done so, MM may at our absolute discretion and without being under any obligation to inform Customer of our reason for doing so close that trade and any other trade or trades that you may have open at the time, if applicable, and also at our absolute discretion cancel any trades or profits associated with Customer's account(s).
- 19.2.4. Customer acknowledges that trade are speculative arrangements, and Customer agrees that Customer will not enter into any transactions with us in connection with any corporate finance style activity.
- 19.2.5. Customer acknowledges that it would be improper for Customer to deal in the underlying market if the sole purpose of such a transaction was to impact on our bid or offer prices, and Customer agrees not to conduct any such transactions.
- 19.2.6. Customer acknowledges that it would be improper for Customer to connect to all platforms via gateway or API without written approval from MM.
- 19.2.7. It is strictly prohibited to connect to our MT4/5 with MetaQuotes Gateway or Datafeed without written approval from MM.

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

- 20.1. MM will use commercially reasonable efforts to complete all orders which it may, in its sole discretion, choose to accept in accordance with the oral or written or computer instructions of the Customer.
- 20.2. MM reserves the right to refuse to accept any order.
- 20.3. MM may, at its sole discretion, allow Customer to specify a closing price for a transaction at the trading platform through a "Close at Loss" and "Close at Profit" order, subject always to the terms of this Agreement and any other terms and conditions MM may implement from time to time.
- 20.3.1. "Close at Loss" means an offer to close a transaction at a price determined in advance by Customer which, in the case of a transaction that is opened by offering to buy a specific number of a certain instrument, is lower than the opening transaction price, and in the case of a transaction that is opened by offering to sell a specific number of a certain instrument, is higher than the opening transaction price.
- 20.3.2. "Close at Profit" means an offer to close a transaction at a price determined in advance by Customer which, in the case of a transaction that is opened by offering to buy a specific number of a certain instrument, is higher than the opening transaction price, and in the case of a transaction that is opened by offering to sell a specific number of a certain instrument, is lower than the opening transaction price.
- 20.4. Upon Customer's offer and MM's acceptance of an order, Customer hereby authorizes MM to close the transaction at the Close at Loss price or Close at Profit price, as applicable, and as agreed upon in the order, without further instruction from or notification to Customer.
- 20.5. MM may, in its sole discretion, close the transaction when the price quoted by MM on the trading platform equals the price accepted by MM for such an order.



- 20.6. Customer acknowledges and agrees that MM shall not be obligated to close a transaction which does not otherwise comply with any other limitations agreed upon with respect to such transaction.
- 20.7. Customer acknowledges and agrees that due to market volatility and factors beyond MM's control, MM cannot guarantee that a Close at Loss order will be executed at the level specified in Customer's order. In such an event, MM will close the transaction at the next best price.
- 20.8. While trading in CFDs, if, before Customer's "Limit Order" offer to open or close a transaction is accepted by MM, MM's quote moves to Customer's advantage (for example, if the price goes down as Customer buys or the price goes up as Customer sells) Customer agrees that MM will execute the closing transaction at the Customer's specified price and not better. Customer agrees that MM can retain such price movement for its own account.
- 20.9. While trading in Forex, CFDs, Options or Spread Betting, Customer is aware that a part of MM's revenues derives from the spreads on each transaction. The spread is the difference between the bid & the ask price of the price quote on a transaction. Therefore, in case the fair market price reduces MM's spread in a specific transaction, MM may, at its sole discretion, choose not to execute such transaction, in which case MM may send Customer an amended quote for his consideration. MM may complete a transaction at its sole discretion in case the fair market price does not affect MM's spread from the transaction and / or increases it.
- 20.10. If MM, in its sole discretion, determines that a customer is conducting trading activity through multiple accounts and splitting trade volume across such accounts, or that a customer or different Customers are utilizing the same signal expert advisor, copy trading, algo trading, or anything similar, MM reserves the right, without prior notice, to treat all such trades as a single trade. MM may adjust the spreads for all such trades and account balances of such Customers to reflect the spread applicable to a single trade of the combined volume of all such trades together, including adjustments to prior transactions.

## 21. RISK ACKNOWLEDGEMENT

- 21.1. Customer acknowledges that investment in leveraged and non-leveraged transactions are speculative, involves a high degree of risk, and is appropriate only for persons who can assume risk of loss of their entire margin deposit.
- 21.2. Customer understands that because of the low margin normally required in OTC trading, price changes in OTC may result in significant losses. If Customer wishes to avoid further losses on any position, Customer must close out the position itself and not rely on MM to do so.
- 21.3. Customer warrants that Customer is willing and able, financially and otherwise, to assume the risk of OTC trading, and in consideration of MM's carrying his/her account(s), Customer agrees not to hold MM and any of its subsidiaries, affiliates or agents responsible for any losses incurred by Customer.
- 21.4. Customer recognizes that guarantees of profit or freedom from loss are impossible in OTC trading.
- 21.5. Customer acknowledges that Customer has received no such guarantees from MM or from any of its representatives or any introducing agent or other entity with whom Customer is conducting his/her MM account and has not entered into this Agreement in consideration of or in reliance upon any such guarantees or similar representations.
- 21.6. The high degree of leverage that is obtainable in the trading of CFDs can work against you as well as for you. Leverage can lead to large losses as well as gains. The placing of certain orders (such as Stop-Loss),



which are intended to limit losses to certain amounts, may not be adequate given that market conditions make it impossible to execute such orders, for example due to illiquidity. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

21.7. During times of extreme volatility it can be difficult or impossible to execute orders.

## **22. MARKET RECOMMENDATIONS AND INFORMATION**

22.1. Customer acknowledges that:

22.1.1. Any market recommendations, signals and information communicated by any method of communication to Customer by MM and any of its subsidiaries, affiliates, agents or by any person within MM does not constitute an offer to sell or the solicitation of an offer to buy any OTC contract, and that MM does not provide investment advice;

22.1.2. Such recommendation and information, although generally based upon information obtained from sources believed by MM to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified, and;

22.1.3. MM makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or market recommendation furnished to Customer and shall not be responsible for any loss or damage including without limitation any loss of margin or profits which may arise directly or indirectly from use or reliance on such recommendations or information.

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

22.3. Customer acknowledges that MM and/or its officers, directors, affiliates, associates, stockholders or representatives may have a position in or may intend to buy or sell CFDs, which are the subject of market recommendations furnished to Customer, and that the market position of MM or any such officer, director, affiliate, associate, stockholder or representative may not be consistent with the recommendations furnished to Customer by MM.

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

## **23. CUSTOMER REPRESENTATIONS AND WARRANTIES**

23.1. Customer represents and warrants that:

23.1.1. if Customer is a natural person, Customer is of sound mind, legal age and legal competence,

23.1.2. if Customer is not a natural person,

23.1.2.1. Customer is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;

23.1.2.2. Execution and delivery of this Agreement and all Contracts and other transactions contemplated hereunder and performance of all obligations contemplated under this Agreement



- and all other transactions contemplated hereunder have been duly authorized by Customer; and
- 23.1.2.3. Each person executing and delivering this Agreement and all other transactions contemplated hereunder on behalf of the Customer, has been duly authorized by Customer to do so.
- 23.1.3. No person other than Customer has or will have an interest in Customer's account(s) and Customer has not granted and will not grant a security interest in Customer's account with MM (other than the security interest granted to MM hereunder) to any person without MM's prior written consent. Customer has full beneficial ownership of all collateral and will not grant any security interest in any collateral to any person (other than the security interest granted to MM hereunder) without MM's prior written consent; and,
- 23.1.4. Customer hereby warrants that regardless of any subsequent determination to the contrary, Customer is suitable to trade OTC; and,
- 23.1.5. Customer is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company, and in the event that Customer becomes so employed, Customer will promptly notify us, at MM's home office, in writing, of such employment; and,
- 23.1.6. Customer will execute and deliver all documents, give all notices, make all filings and take such other actions as MM, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of MM or to protect MM's interests with respect to any Collateral; and,
- 23.1.7. Customer has read and understands the provisions contained in this Agreement; and
- 23.1.8. Customer will review this Agreement; and
- 23.1.9. Customer will not affect any transaction in Customer's account unless Customer understands this Agreement, and Customer agrees that in effecting any transaction it is deemed to represent that it has read and understands this Agreement as in effect at the time of such transaction; and
- 23.1.10. Customer agrees to, and shall at all times comply with all applicable laws, statutes and regulations and Customer hereby declares that the execution and delivery by Customer of this Agreement and all other transactions contemplated hereunder, and performance of all of Customer's obligations contemplated under this Agreement and any other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Customer. Customer may not use this account with MM's for any illegal activity.

## 24. ISLAMIC ACCOUNTS

- 24.1. In the event that Customer, due to its observance of Islamic religious beliefs cannot receive or pay interest, Customer may elect to designate, in the manner provided by MM, its trading account to be an Islamic Account, which is not charged with, or entitled to, overnight interest and/or rollovers.
- 24.2. In the event that Customer designates its account as an Islamic account, Customer may not keep transactions in such account open for more than 5 days and may not otherwise abuse such benefit.
- 24.3. MM reserves the right to cancel the aforesaid benefit at any time and take any action necessary in MM's absolute discretion due to abuse of this benefit.



- 24.4. Such actions may include, without limitation, the designation of the Islamic Account as a regular account and retroactively effecting required adjustments (e.g., setting off amounts from the account equal to amounts paid by MM as interest), cancellation of transactions, and adjustment of account balances.

## 25. DISCLOSURE OF FINANCIAL INFORMATION

- 25.1. The Customer represents and warrants that the financial information disclosed to us in his/its Application is an accurate representation of the Customer's current financial condition.
- 25.2. The Customer represents and warrants that the Customer has very carefully considered the portion of the Customer's assets which the Customer considers to be risk capital.
- 25.3. The Customer recognizes that risk capital is the amount of money the Customer is willing to put at risk and the loss of it would not, in any way, change the Customer's lifestyle.
- 25.4. The Customer agrees to immediately inform us if the Customer's financial condition changes in such a way to reduce the Customer's net worth, liquid assets and/or risk capital.

## 26. NO SEPARATE AGREEMENTS

- 26.1. Customer acknowledges that Customer has no separate agreement with MM or any of its employees or agents regarding the trading in Customer's MM account, including any agreement to guarantee profits or limit losses in Customer's account.
- 26.2. Customer understands that Customer must authorize every transaction prior to its execution unless Customer has delegated discretion to another party by signing MM's limited trading authorization or as otherwise agreed in writing with MM.
- 26.3. Customer agrees to indemnify and hold MM and its subsidiaries, affiliates and agents harmless from all damages or liability resulting from Customer's failure to immediately notify MM's Compliance Officer of any of the occurrences referred to herein.
- 26.4. All notices required under this section shall be sent to MM at its home office.

## 27. AFFILIATE REFERRAL DISCLOSURE

- 27.1. MM may engage with advertising affiliates/referrers/marketing partner ("Affiliate") who are wholly separate and independent from one another and from MM. Any agreement between MM and Affiliate does not establish a joint venture or partnership and Affiliate is not an agent or employee of MM.
- 27.1.1. MM does not control, and cannot endorse or vouch for the accuracy or completeness of any information or advice Customer may have received or may receive in the future from MM's Affiliates or from any other person not employed by, or acting on behalf of MM, regarding the risks involved in the trading of CFDs.
- 27.1.2. Since Affiliate is not an employee or agent of MM, MM does not endorse or vouch for the services provided by the Affiliate. It is the Customer's responsibility to perform necessary due diligence on the Marketing Partner prior to using any of their services.



- 27.1.3. Customer understands that in order to trade with MM the Customer must open an account directly with MM. MM makes available appropriate risk disclosure information to all Customers when they open accounts. Customers should read that information carefully and should not rely on any information to the contrary from any other source.
- 27.1.4. Customer acknowledges that no representations and/or warranties have been made by MM its servants or agents or any individual associated with MM regarding future profits or losses in Customer's account.
- 27.1.5. Customer understands that CFD trading is very risky, and that many people lose money trading and that all CFD trading, including trading done pursuant to a system, course, program, research or recommendations of an Affiliate or any other third party involves a substantial risk of loss. In addition, Customer hereby acknowledges, agrees and understands that the use of a trading system, course, program, research or recommendations of an Affiliate or any other third party will not necessarily result in profits, avoid losses or limit losses.
- 27.1.6. Because the risk factor is high in CFD trading, in case Client does not have the extra capital he can afford to lose, Client should consider carefully before trading.
- 27.1.7. Customer understands and acknowledges that MM may remunerate an Affiliate for referring Customer to MM and that such remuneration may be on a per-trade basis or other basis. Further, the Client has a right to be informed of the precise nature of such remuneration.
- 27.1.8. MM shall in no way be responsible for any loss to Customer resulting from Customer's use of any information or advice given by any third party including an Affiliate.

## **28. DISCLOSURE OF CUSTOMER INFORMATION**

- 28.1. MM will not share or sell information regarding customers and/or prospective customers, except to its employees, agents, partners, and associates as required in the ordinary course of business, including, but not limited to, MM's banking or credit relationships, or to other persons as disclosed in MM's Privacy Policy.
- 28.2. MM may also disclose to federal or state regulatory agencies and law enforcement authorities' information regarding Customer and Customer's transactions in response to a request for such information or in response to a court order or subpoena.
- 28.3. MM will share or sell statistical information without disclosing Customer's identity.
- 28.4. You further authorize and instruct us to provide some personal details to relevant financial services companies, such as depository banks, executing partners, exchanges upon their request. Such details may be proof of your status as a non-professional user of market data, allowing you to benefit from real-time market data at significantly reduced. By executing orders on instruments which trade on non-EU exchanges (or on instruments which have underlying values which trade on non-EU exchanges), you authorize us to provide some personal details to EU and non-EU parties, upon their request.

## **29. TERMINATION**

- 29.1. This Agreement shall continue in effect until termination, and may be terminated by Customer at any time upon three days prior written notice (which may be by e-mail) when Customer has no CFD position(s) and no liabilities held by or owed to MM upon the actual receipt by MM at its home office of written notice



of termination, or at any time whatsoever by MM upon the transmittal of written notice of termination to Customer; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this Agreement nor shall it relieve Customer of any obligations arising out of any deficit balance.

29.2. Sections 11, 14, 16, 21, and 39 shall survive termination of this Agreement for any reason.

### 30. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

30.1. All copyright, trademark, trade secret and other intellectual property rights and proprietary rights to the MM website in its totality, its contents and any related materials ("including without limitation trademarks, logos and service marks displayed on MM website (collectively "MM IP") shall remain at all times, as between Customers and MM, the sole and exclusive property of the MM and its licensors and in the case of third party materials available on the MM web site to such third party and Customers shall have no right or interest in the MM IP except for the right to access and use the MM IP as specified herein. Customers are not permitted to use AVA IP or any trademark, logo or service mark displayed on MM website without the prior written consent of MM or such third parties that own the rights therein.

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

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

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

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

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

### 31. RECORDINGS

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

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

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

### 32. LEGAL RESTRICTIONS

32.1. Without limiting the foregoing, Customer understands that laws regarding financial contracts vary



throughout the world, and it is Customer's obligation alone to ensure that Customer fully complies with any law, regulation or directive, relevant to Customer's country of residency with regards to the use of the Website.

- 32.2. For avoidance of doubt, the ability to access MM's Website does not necessarily mean that MM's services, and/or Customer's activities through it, are legal under the laws, regulations or directives relevant to Customer's country of residency.
- 32.3. This Website does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised, or to any person to whom it is unlawful to make such an offer or solicitation.
- 32.4. Access to this Website, and the offering of financial contracts via this site, may be restricted in certain jurisdictions, and, accordingly, users accessing this site are required to inform themselves of, and to observe, such restrictions.

### **33. DECLARATION**

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

### **34. TAX COLLECTION**

- 34.1. Customer knows, understands and agrees that, in general, MM does not collect tax for any authority in any form or manner.
- 34.2. Without limiting the foregoing, it is Customer's obligation alone to calculate and pay all taxes applicable to you in Customer's country of residence, or otherwise arising as a result of Customer's trading activity from the use of the MM's services.
- 34.3. Without derogating from Customer's sole and entire responsibility to perform tax payments, Customer agrees that MM may deduct tax, as may be required by the applicable law, but is not obligated to do so, from the results of the activity with MM.
- 34.4. Customer is aware that amounts that may be withdrawn by Customer from Customer's account are "gross amounts", from which the MM may deduct such taxes, and that Customer shall have no claim towards MM with regard to such deductions.

### **35. INACTIVITY AND ADMINISTRATION FEES**

- 35.1. Customer acknowledges that the Customer's trading account may be subject to inactivity fees unless prohibited by law. After 3 consecutive months of non-use ("Inactivity Period"), and every successive Inactivity Period, an inactivity fee will be deducted from the value of the Customer's trading account. This fee is subject to the client's relevant currency based account. Applicable fees are subject to change periodically.
- 35.2. Customer acknowledges that the Customer's trading account may be subject to an annual administration fee unless prohibited by law. After 12 consecutive months of non-use ("Annual Inactivity Period"), an administration fee will be deducted from the value of the Customer's trading account. This fee is subject to the client's relevant currency based account: This is to offset the cost incurred in making the service available, even though it may not be used. Applicable fees are subject to change periodically.



### 36. ACCOUNT PROCEDURES – IDENTIFICATION

- 36.1. Customer acknowledges that applicable laws require financial institutions to obtain, verify, and record information identifying each person who opens an account.
- 36.2. Customer further acknowledges that MM makes efforts to prevent fraud and to confirm Customer's identity.
- 36.3. Accordingly, Customer has provided MM, or shall provide MM promptly following the opening of the trading account, with certain identifying information and documents as shall be requested by MM, including but limited to a copy of Customer's valid photo ID
- 36.4. Customer confirms that Customer has provided true, accurate, current and complete information during the registration process, and that Customer has not impersonated any person or entity, or misrepresented any affiliation with another person, entity or association, used false headers or otherwise concealed Customer's identity from MM for any purpose.

### 37. WITHDRAWAL AND DEPOSIT PROCEDURES

- 37.1. Customer further acknowledges and accepts MM's procedures with respect to withdrawals and deposits to accounts as set forth below:
  - 37.1.1. Withdrawal orders: The provision of documentation as may be required from time to time by Anti Money Laundering regulations, credit card companies and MM, is a prerequisite, prior to the execution of a withdrawal order.
  - 37.1.2. Customer acknowledges that withdrawals may take longer than expected for numerous reasons, some in MM's control and some not.
  - 37.1.3. Credit card deposits may be, according to credit card companies' regulations, returned to the same credit card when a withdrawal is performed. A withdrawal to a bank account where initial deposits have been performed by credit cards will be executed back to credit card or to the bank account at MM's discretion. Withdrawals to bank account may take a longer time period, due to additional security procedures.
  - 37.1.4. Credit Card Deposits Variance: When choosing an account base currency other than USD, Customer's credit card may be debited sums which due to exchange rates and credit card companies' fees, may slightly vary from the initial sum that has been deposited by Customer in the account base currency. Customer hereby accepts that such variations may occur and hereby affirms that Customer shall not seek to object or charge this back.
  - 37.1.5. When depositing by a Bank Transfer, as required by anti-money-laundering regulations, Customer is required to use a bank account, which is in Customer's country of residence and in Customer's name. Any withdrawal of funds, from Customer's MM account to a bank account, can only be refunded to the same bank account that the funds were originally received from.
  - 37.1.6. Alternative payment methods (internet payment vendors; money transfer services; etc.): when depositing funds using a facility other than credit cards and/or banks, you agree to, and acknowledge



being bound by, the regulations and rules of such service, including, but not limited to, fees and other restrictions. MM, at its sole discretion, may execute withdrawals to a facility other than the facility used for the original deposit, in accordance with anti-money-laundering regulations.

### **38. STATEMENTS**

- 38.1. Customer hereby consents to receive account statements and trade confirmations online.
- 38.2. MM will provide customer with password-protected access to online reports.
- 38.3. Customer will be able to generate Daily, Monthly and Annual account statements detailing transaction activity, profit and loss statements, open positions, margin balances, account credits and debits, etc.
- 38.4. Hard copies of Monthly customer statements are available upon request only and may incur an additional charge.
- 38.5. Statements are deemed received when made available to customer by MM, regardless of whether the customer actually accessed the statement.
- 38.6. Customer is responsible for alerting MM to any change in their e-mail address.
- 38.7. This consent shall be effective until revoked by Customer in writing and received by MM according to Section 13 of this Customer Agreement.

### **39. CONSENT TO ELECTRONIC SIGNATURE**

- 39.1. By electronically signing MM's account agreement and related documents, Customer acknowledges receipt of the customer account letter, Customer Agreement and other documents contained as part of MM's electronic account package and Customer agrees to be bound by their terms and conditions.
- 39.2. In addition, by signing MM's account agreement and related documents, Customer is consenting to MM maintaining and Customer receiving electronic records of Customer's trades and accounts.

### **40. CONSENT TO EXECUTION OF ORDERS OUTSIDE A REGULATED MARKET OR MTF**

Customer hereby acknowledges and consents to MM executing orders over the counter and outside a regulated market or MTF.

### **41. WAIVER AND AMENDMENT**

- 41.1. Customer understands, acknowledges and agrees that MM may amend or change this Agreement at any time.
- 41.2. MM will provide notice to Customer of any such amendment or change by posting the amendment or change on MM's website or by sending an e-mail message to Customer at least 7 days before it takes effect.
- 41.3. Customer agrees to be bound by the terms of such amendment or change on that date.
- 41.4. In the event that Customer objects to any such change or amendment, Customer agrees to liquidate Customer's open positions and instruct MM regarding the disposition of all assets in Customer's account



within ten (10) business days after notice of the amendment or change has been posted on MM's website or otherwise notified Customer.

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

41.6. No oral agreements or instructions to the contrary shall be recognized or enforceable.

#### **42. ENTIRE AGREEMENT**

This Agreement, together with any other written or oral agreements between the Company and the Customer, constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, discussions, representations, and understandings, whether written or oral, relating to the subject matter of this Agreement.

#### **43. ASSIGNMENT**

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

#### **44. GOVERNING LAW AND JURISDICTION**

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

#### **45. BINDING EFFECT**

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

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

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

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

**IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ENGLISH ORIGINAL VERSION OF THE ABOVE CONTENT AND ANY FOREIGN LANGUAGE TRANSLATION, THE ENGLISH VERSION PREVAILS.**