Client Agreement

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This Client Agreement is entered into between **NFX CAPITAL MU INC.** whose registered office is located at The AXIS, 2nd Floor, 26 Cybercity, Ebene 72201, Mauritius, hereinafter referred to as "NordFX", and a person who has duly submitted the registration form for opening a trading account with NordFX, hereinafter referred to as the "Client", and where mentioned together, NordFX and the Client shall be referred to as the "Parties", and where individually – as a “Party, whereby the Parties have agreed as follows:

1. Services

1.1. This Client Agreement, including any attachments hereto, any modifications thereof and all other agreements and authorizations accepted by the Client in connection with the services provided hereunder, regardless of when accepted (hereinafter collectively referred to as the “Agreement”), shall govern the terms and conditions relating to the services provided by NordFX to the Client as well as the rights and obligations of the Parties arising in connection with the provision of such services and the method of provision thereof.

1.2. NordFX will engage in securities or financial instruments transactions with the Client pursuant to the terms and conditions provided for in this Agreement.

1.3. Under this Agreement, NordFX shall:

a) provide access to (i) trading platforms (i.e. software enabling electronic data transmission from the Client to NordFX by means of personal stationary or portable computer or other device equipped with a modem via an authorized data transmission network appointed by NordFX), (ii) technical analysis facilities and to (iii) any third party information services provider(s) with the view of entering into transactions with securities or financial instruments offered by NordFX pursuant to this Agreement;

b) provide access to any online software or services offered by NordFX enabling to establish a contact with NordFX or its authorized third party service provider, and to obtain information, including rates/quotes, from NordFX or its authorized third party service provider.

1.4. By accepting the terms and conditions of the Agreement the Client confirms that he has fully read, understood and agreed with all the terms and conditions thereof.

1.5. The Client agrees that NordFX may at its sole discretion change, add, rename or leave unchanged the services provided hereunder by notifying the Client in accordance with relevant provisions of this Agreement. As a general rule, any addition to, modification and renaming of the services shall come into effect after five (5) business days from the date of notice given to the Client in accordance with Section 4 of the Agreement.

1.6. The Client acknowledges and accepts that all securities and financial instruments offered to the Client to transact under this Agreement are of a clearing nature: there is no actual supply of currency or underlying asset under the Agreement.

1.7. The Client hereby expressly acknowledges and understands that:

a) NordFX will offer execution-only dealing services to the Client and such other additional services as may from time to time be agreed between NordFX and the Client in writing;
b) no advice on the merits or suitability of any transaction entered into pursuant to this Agreement shall be provided by NordFX to the Client;
c) NordFX will not manage or monitor Client’s investments;
d) execution by NordFX of any order on Client’s behalf shall not in any way imply any approval or recommendation of that transaction by NordFX;
e) NordFX has set out various risk disclosures both in this Agreement and on NordFX’s website which make part of this Agreement;
f) NordFX will not, unless specifically agreed to in writing, be acting in a

fiduciary capacity or provide any personal recommendation to the Client in respect of, nor provide any advice on the merits of, any transaction in securities and financial instruments;

g) the Client should make his own assessment of any transaction that he is contemplating in the light of Client's own objectives and circumstances, including without limitation the possible risks and benefits of entering into that transaction;

h) the Client should not rely on any information, proposal or other communication from NordFX as being a recommendation or advice in relation to that transaction.

2. Trading Account Setup

2.1. In order to open a trading account with NordFX, the Client shall complete the registration process via NordFX's website by (i) filling in the registration form for opening a trading account (the "Registration Form") and (ii) accepting this Agreement.

2.2. In the course of the registration process, the Client may select a trading account type from the list offered by NordFX. Account type specifications.

2.3. A person (individual or body corporate) whose information is entered into the Registration Form shall be considered by NordFX as a party that has completed the Registration Form. NordFX will rely on the information supplied by the Client during the Client registration process and shall not be held liable for any errors, omissions or misrepresentations made in the information so supplied. The Client acknowledges full responsibility for the correctness, validity and reliability of information supplied to NordFX and for possible consequences that may result due to its unreliability and/or invalidity.

2.4. After the Client has successfully completed the registration process and has been accepted by NordFX as a customer, a trading account will be opened for, and access codes (login and password) will be generated and forwarded to, the Client via Trader's Cabinet and the Client Terminal. The access codes (login and password) will be used for Client identification purposes in the course of trading transactions, administration of the trading account and Client fund deposits/withdrawals. Once assigned, the login cannot be changed. The password can be changed at any time upon request of either Party. The Client can change his password at any time without notifying NordFX. Should the password be changed by NordFX, a relevant notification will be sent to the Client's e-mail address last known to NordFX.

2.5. The Client's trading account will be opened and maintained either in US Dollars or in Euros, as the Client chooses. The Client may have an option to open a trading account in another currency as long as such currency is specified on NordFX's website or confirmed by NordFX's Customer Support.

2.6. The Client's trading account will be connected by default to the MetaTrader trading platform.

2.7. Where the Client wishes to perform trading operations using more than one trading platform that may be offered by NordFX, a separate sub-account shall be created in respect of each additional platform that will keep track of the funds for the Client's trading transactions on the relevant platform.

2.8. To start trading through the additional trading platforms, the Client has to fund the relevant sub-account; the payment into the account can be made by any funding method specified in the Trader's Cabinet, in accordance with the procedures described on NordFX's website. The Client understands that a minimum credit amount may be required for each particular platform.

2.9. If the Client contemplates using super aggressive trading strategies, the Client must notify NordFX of his intention to do so and provide evidence of his qualifications as a professional investor, failing which NordFX reserves the right to discontinue the services, disable access to the Client's trading account and cancel all his trading operations and their results.

2.10. For telephone inquiries related to trading transactions and account balances, a

telephone password will be required. The Client must specify the telephone password when completing the Registration Form.

2.11. Once the registration of the Client trading account has completed, a unique PIN-code will be generated for the Client. The Client will be required to use that PIN-code for withdrawing funds from his trading account. All withdrawal requests lacking the PIN-code will be declined by default.

2.11.1. The Client is fully and solely responsible for keeping all trading account access information confidential. All messages, inquiries and instructions addressed to NordFX by any person accessing the trading platform, NordFX's website or NordFX's server via the Client's trading account will be assumed to have been addressed personally by the Client.

2.12. In the event that the Client's password is lost or stolen, the Client must immediately report such eventuality to NordFX and apply for a new password. In issuing the new password, NordFX shall use all available means to identify the Client.

3. Rights, Warranties and Obligations

3.1. The Client may:

3.1.1. ask for, and receive from NordFX, rates and other information with the view of performing trading transactions in securities and financial instruments offered by NordFX;

3.1.2. perform the said trading transactions using the trading platforms (software) offered by NordFX;

3.1.3. request and receive from NordFX any information regarding the Client's trading account status, provided that sufficient technical means for the Client-NordFX communication are available;

3.1.4. use funds available on the Client's trading account at any time at his sole discretion;

3.1.5. make inquiries, give instructions and orders to NordFX regarding the execution of trading transactions as long as these are submitted through the Client's terminal.

3.2. The Client warrants that:

3.2.1. he has the necessary legal competence and capacity to enter into this Agreement;

3.2.2. he is duly authorized to accept or execute this Agreement, make inquiries, give instructions and fulfill his obligations hereunder.

3.2.3. by entering into this Agreement and performing trading and non-trading transactions or acting otherwise under this Agreement, the Client is not violating and will not violate any law, right, order, statutory act or regulation applicable to the Client or being in force in the Client's place of abode. Should the Client violate any provision contained in this article, NordFX shall not be liable for such violation or for any consequences arising therefrom.

3.2.4. all information provided by the Client in relation to this Agreement is true, correct and complete in all respects;

3.2.5. he accepts full responsibility and liability for any actions done or omitted to be done under this Agreement and possible consequences arising therefrom;

3.2.6. the Client shall be the sole authorized user of NordFX's services related to the Client's trading account(s) and will be completely responsible for confidentiality issues and the use of access codes;

3.2.7. that the Client's trading account will only be funded with funds owned by him, that are of non-criminal or otherwise illegal origin and are free of any encumbrances.

3.3. The Client shall:

3.3.1. fully comply with the terms and conditions of this Agreement and

fulfill all obligations arising therefrom;

3.3.2. make any payments hereunder in strict compliance with the terms and conditions of this Agreement,

3.3.3. provide NordFX with up-to-date identification information and documents and inform NordFX immediately in the case of any modification of such information or documents. The Client is liable for any consequences arising from his failure to duly notify NordFX about the changes in his identification information.

3.3.4. not disclose to any third party the access codes and other information used for Client identification, trading transactions, trading account and funds management.

3.4. NordFX may:

3.4.1. require the Client to duly comply with the terms and conditions of this Agreement and fulfill his obligations arising therefrom;

3.4.2. require the Client to provide NordFX with such documentation and information that may enable NordFX to establish the Client's identity and allow the Client to conduct trading and non-trading transactions hereunder;

3.4.3. terminate this Agreement at its sole and absolute discretion and discontinue the provision of any service hereunder in the event of breach or violation of any term and condition of the Agreement by the Client;

3.4.4. pursuant to the provisions of Section 7 hereof, require the Client to confirm his identity or (in the case of a legal entity) registration details at any time for the purpose of prevention of illegal activities, including, without limitation, fraud and money laundering, or in any other conflict situation;

3.4.5. render any of the Client's positions invalid or close one or more Client's positions at the current rate at any time and as deemed by NordFX expedient, in the event that all the trading systems used by the Client have been aimed at taking advantage of possible vulnerability of NordFX's software;

3.4.6. forbid the use by the Client of expert advisors or completely deny access to the trading platform(s) and the trading account where this creates counterproductive load on the server;

3.4.7. correct or hold void any trading transaction if the relevant hedging transaction is corrected or cancelled by the liquidity provider;

3.4.8. use, at its own discretion, the balance available in one Client's trading account to settle any Client's debt, liability or any other outstanding obligation to NordFX incurred or accrued in the Client's other trading accounts, and to use any of the Client's funds to settle all and any sums due to NordFX, including but not limited to legal fees and interest charges.

3.5. NordFX warrants that:

3.5.1. any information and data provided by the Client shall be treated in accordance with Confidentiality and Data Protection provisions contained in Clause 8 hereof;

3.5.2. the Client will be provided with any information required in relation to his trading account status within 24 hours after receipt by NordFX of a relevant inquiry.

3.5.3. Services provided under the Agreement are subject to the payment of charges to the NordFX (the "Costs") by the Client. Costs to the NordFX are set out in the NordFX Website. The Costs can be changed by the NordFX upon 3-5 days' notice to the Client and the Client may opt to terminate this Agreement on the basis of such

notice. If the Costs change is caused by a change in interest rates or tax rate or other valid reason beyond NordFX's reasonable control, the NordFX shall have the right to change the Costs without prior notice to the Client while informing the Client on the changes at the earliest convenience.

3.5.4. The NordFX shall not act as a tax agent for the Client. The Client is solely responsible for all matters related to the taxes, fiscal and tax reports, including but not limited to payment of any and all taxes, arising out of or in connection with any transactions involving the Services provided by the NordFX.

3.6. NordFX shall:

3.6.1. open a trading account for the Client, after the Client has successfully completed the registration procedure and has been accepted by NordFX as a customer;

3.6.2. provide the Client with the means of performing trading and non-trading transactions on the terms and conditions set out in this Agreement;

3.6.3. provide services in accordance with the terms and conditions of the Agreement.

4. Communication

4.1. For the purposes of communicating with the Client, NordFX may use:

a) e-mail;

b) the trading platform's internal mail system;

c) facsimile communication;

d) telephone;

e) post;

f) announcements made in the "NordFX News" section on NordFX's website.

4.2. In communicating with the Client, NordFX will use the Client's contact details last known to NordFX. All correspondence and information, if forwarded by NordFX to the Client as per Client's contact details, shall be deemed to have been duly forwarded and the Client has no right to refer to such contact details as being incorrect or invalid.

4.3. Any correspondence or information (e.g. documents, announcements, notices, confirmations, inquiries, reports, messages etc.) shall be considered to be received by the Client:

a) after one hour after being sent to the Client's e-mail address;

b) immediately after being sent via the trading platform's internal mail system;

c) immediately after being sent by fax;

d) immediately after a telephone conversation has been completed;

e) in 7 calendar days if posted by mail;

f) immediately after being announced in the "NordFX News" section on NordFX's website

4.4. The Client agrees that NordFX has the right to delete messages that have not been received by the Client by means of the trading platform's internal mail system after three calendar days from the date of message mailing.

4.5. The Client agrees that NordFX may record oral and telephone conversations held with the Client. Such records and recordings shall be the property of NordFX and may be used as evidence of inquires or orders made by the Client or other evidence or facts of interaction between the Client and NordFX.

5. Client Funds; Transfers and Payments

5.1. As a condition of Client's entering into any trading transaction under this Agreement, NordFX will require the Client to fund the

Client's trading account using any funding method acceptable to NordFX.

5.2. Client's funds held on the trading account will be deposited in an institution (the 'Institution') specified by NordFX, on Client's behalf. The funds will be segregated by NordFX and held in accordance with applicable regulations in a segregated client account. NordFX may hold the funds of different customers in the same account.

5.3. The Client accepts and agrees that NordFX will not pay interest on any funds deposited as above.

5.4. The Client accepts that the funds will be deposited in the trading account on the value date received by the Institution, net of any transfer fees or other charges incurred.

5.5. The Client may withdraw available funds from his trading account at any time and at his sole discretion unless otherwise provided in this Agreement. As a general rule, funds may be withdrawn from a trading account by the same payment method as they were deposited and to the same bank account or via the same electronic payment system that was used for funding the account.

5.6. The Client may deposit or withdraw funds in US Dollars, Euros and other available currencies a list of which can be found in the Trader's Cabinet or checked with the Customer Support, if in doubt.

5.7. Where a trading account is funded in a currency other than the default currency, the incoming funds will be converted into the default account currency at a NordFX's internal current exchange rate. Internal exchange rates are available on NordFX's website or can be checked with the Customer Support.

5.8. In the event that the Client wishes to fund, or make a withdrawal from, his trading account:

a) NordFX will not accept payments to/from any third party and as such the remitter and the receiver of the funds shall be the same person as the Client;

b) funds may be withdrawn to the same bank account or by the same funding method that was used for funding the account; In the event that the method used for funding the account cannot be used for withdrawing the funds (such as via payment terminals, bank cards, etc.), the withdrawal may only be made by bank transfer to a bank account opened in the Client's name.

c) where various methods and various currencies are used for funding the account, withdrawals shall be made on a pro rata basis with respect to each method and currency

5.9. The Client's funds shall be credited to the Client's trading account within one business day after their receipt by NordFX or after receipt of a payment order to transfer funds between accounts within NordFX.

5.10. Any withdrawal from a trading account that has open positions may only be made within the free margin available on the account. Where the amount being withdrawn (including commissions, charges and other costs) exceeds the free margin, NordFX reserves the right to decline such a withdrawal request.

5.11. Any order for money withdrawal shall be confirmed by the Client's PIN code (generated after the Client's trading account was opened). PIN-code unsupported orders shall be automatically declined.

5.12. Client's withdrawal requests shall be executed by NordFX as soon as possible, but no later than within 5 business days after receipt of such request from the Client.

5.13. All fees, costs and commissions charged by banks, clearing agents, exchanges, custodians and other entities in relation to the transfer of funds and settlements between the Parties, shall be borne by the Client.

5.14. The Client acknowledges and agrees that where his trading account is funded with a delay caused by software failure, NordFX may proceed to funding the Client's account manually, provided that the Client

has notified NordFX's Client Support of such failure.

5.15. The Client shall transfer funds to the trading account either for funding or for the maintenance of an open position. NordFX is not obliged to notify the Client about the need to maintain the margin.

5.16. NordFX may impose a maximum and minimum deposit and/or withdrawal limit in relation to any funding and/or withdrawal method.

5.17. Any fees, charges, commissions or sums due or owed to NordFX by the Client hereunder, including payment for the provision of services, may be deducted by NordFX from the Client's trading account, following which the Client may be informed accordingly.

5.18. NordFX may pay or receive fees, commissions, or non-monetary benefits to or from its affiliates or third parties where permitted. In particular, NordFX may pay a fee or commission to any third party that introduces the Client to NordFX. The Client acknowledges and agrees that NordFX is not required to provide a separate disclosure of the essential arrangements related to any such fee, non-monetary benefit or commission.

5.19. If the Client's trading account has been inactive and remains unfunded for more than three consecutive months, NordFX has the right to block such account. Trading accounts so blocked shall be transferred to archives, following which the Client will not be able to use the access codes to access the trading account and Trader's Cabinet. In order to regain access to the trading account, the Client must submit a request to NordFX's Customer Support. The account will be unblocked within three business days following the Client's request. The Client will be notified by e-mail when his trading account has been unblocked.

5.20. Trading accounts that remain unfunded and inactive for more than six (6) consecutive months may be deleted and no longer restored by NordFX.

5.21. If the trading account is funded but remains inactive for one calendar year, NordFX reserves the right to charge and debit the account with an account yearly maintenance fee of US$20 in order to maintain the trading account open.

6. Anti-Money Laundering Policy

6.1. For the purpose of this Agreement, the term "legalization" means any action targeted at transforming money and other property obtained through illegal activities (terrorism, drug trafficking, illegal arms trading, corruption, human trafficking, etc.) into money or investments that appear as originating from a legitimate source.

6.2. In order to prevent the legalization, NordFX is legally obliged to comply with its internal Systems and Procedures related to the Prevention of Money Laundering and Terrorism Financing and help international organizations fight the funding of terrorism and money laundering activities. The Client acknowledges and understands that NordFX:

a) maintains internal controls to oversee, implement and monitor compliance with and enforce its anti-money laundering program,

b) has policies and procedures in place designed to verify the Client's identity and source of wealth and source of funds in accordance with applicable laws and regulations;

c) performs routine checks to ensure that none of its Clients appear on any list of prohibited countries, territories and entities promulgated via the applicable anti-money laundering laws and regulations;

d) maintains and keeps track of detailed reports on all Client's transitions;

e) monitors and records all Client's transactions deviating from the Client's normal trading pattern and/or giving rise to a suspicious transaction;

f) does not accept cash deposits and does not pay out cash under any circumstances

6.3. NordFX may refuse to process a transaction at any stage if NordFX reasonably believes that such transaction

is in any way connected or related to illegal activities.

6.4. The Client accepts that the Client's identification information and documentation submitted to NordFX may be used by NordFX within the framework of anti-money laundering and combatting terrorism activities.

6.5. NordFX is not obliged to notify the Client in the event that a suspicious transactions report has been submitted to relevant authorities

6.6. NordFX Is entitled to suspend, and make internal checks and investigations in respect of, any activity transacted through the Client's trading account in the event that NordFX has formed a view that such transaction is in breach of any term and condition of this Agreement, or is fraudulent or otherwise illegal. Such checks and investigations may include, but not be limited to, requests to provide NordFX with additional Client's identification and other information, the analysis of all deposits and withdrawals made through the trading account, the source of origin and destination of funds transacted through the account etc. The account so suspended will not be activated by NordFX unless and until the internal checks and investigations have been completed to reasonable satisfaction of NordFX in order to re-activate the account.

7. Verification of Client's Identity

7.1. To comply with the Know-Your-Customer procedures, making part of its anti-money laundering program, NordFX is obliged to verify identity of any client it establishes a business relationship with and monitor the relationship with clients on an on-going basis.

7.2. In verifying the identity of the natural person, NordFX will rely on:

- national identity cards;
- current valid passports;
- current valid driving licenses

7.3. In verifying the address of the natural person, the NordFX will rely on:

- a recent utility bill issued;
- a recent bank or credit card statement;
- a recent bank reference

'Recent' means within the last 3 (three) months.

7.4. Notwithstanding the provision contained in paragraph 7.1, NordFX will always verify the Client's identity prior to processing Client's request for withdrawal of any substantial amount from his trading account.

7.5. In addition to documents referred to in 7.2 and 7.3 above, NordFX may require the Client to provide such other documents or information (collectively referred to as Know-Your-Customer (KYC) documents) as NordFX may deem fit taking into consideration each particular case and relying on its anti-money laundering program

7.6. Where NordFX has to rely on the KYC documents that are not in an original form, these must be duly certified as true copies of the original. Such copies may be certified by a lawyer, notary, actuary, an accountant or any other person holding a recognized professional qualification, or a member of the judiciary or a senior civil servant

7.7. If the KYC documents are in languages other than NordFX's working languages, as shown on NordFX's website, these must be supported by a certified English translation. The translation must be typed, signed by the translator and be attached to a certified copy or the original document.

7.8. The KYC documents requested by NordFX must be provided by the Client within thirty (30) calendar days from the date of request.

7.9. Pending receipt of the KYC documents, NordFX has the right to suspend the execution of non-trading transactions through the Client's account, including withdrawal of funds.

7.10. Should the Client fail to submit the requested documents within thirty calendar days, NordFX has the right to suspend all trading and non-trading transactions on the

Client's account, close all open positions at current market prices and block the funds deposited to the trading account without Client's consent.

7.11. If the Client is a legal entity, the Client must provide the following documents for identification:

a) copies of the entity's incorporation/ registration documents, including Certificate of Incorporation; If the entity is more than 12 months old, a Certificate of Good Standing shall also be provided.

b) a bank account statement or bank reference letter confirming that the legal entity maintains a bank account;

c) a Power of Attorney issued to a person authorized by the entity to manage the Client's trading account, mentioning, inter alia, the entity's and authorized person's complete identification information, the authorized person's powers to manage the funds, perform trading and non-trading transactions on the Client's trading account and to communicate with NordFX in respect of all matters on behalf of the Client. The Power of Attorney shall be signed by the Director(s) of the Client and have affixed a corporate seal

d) the resolutions appointing Director(s) of the entity;

e) a copy of an identification document (national identity card or valid passport or valid driver's license) of the authorized person mentioned in the Power of Attorney

f) In cases where the documents are provided in copies and/or require translation, certification and/or translation requirements must be complied with as indicated in paragraphs 7.4 and 7.7 above.

8. Confidentiality and Data Protection

8.1. NordFX will not disclose any personal data it collects about the Client to third parties except: (i) to the extent that it is required to do so by any applicable law or regulation; (ii) where there is a duty to the public to disclose; (iii) where NordFX's legitimate business interests require disclosure; or (iv) at Client's request or with Client's consent or to persons described in this Section 8.

8.2. NordFX may disclose personal data about the Client to those who provide services to NordFX or act as NordFX's agents, to any person to whom NordFX may transfer or propose to transfer any of its rights or obligations under this Agreement and to licensed credit reference agencies or other organizations that help NordFX and others (i) act lawfully, (ii) make credit decisions, (iii) reduce the incidence of fraud or (iv) in the course of carrying out identity, fraud prevention or credit control checks. In addition, NordFX may share personal data about the Client with NordFX's affiliates for business purposes, such as servicing client accounts and informing clients about new products and services, as permitted by applicable law.

8.3. The Client has certain rights of access to some or all of the personal data NordFX collects and holds about the Client at the time of request, or to have inaccurate information corrected, under applicable data protection laws If the Client wishes to exercise such rights, he should contact NordFX in writing, and may be requested to provide further information to assist NordFX in complying with such request.

8.4. NordFX will transfer data, including personal data and data on Client's trading activity, collected and held about the Client to the United States and may also transfer such data to any other country, including countries that may not have data protection laws, for any of the purposes described in this Section 8. The Client hereby consents to such transfer.

8.5. NordFX may record or monitor telephone conversations and email and other correspondence between the Client and NordFX for security, compliance with the

law, training purposes and to maintain and improve the quality of services.

8.6. NordFX may use cookies or IP address tracking devices to administer the trading system, store passwords and usernames, to monitor visits to pages in the trading system, to personalize the service to the Client and to track and facilitate browsing through the trading system. A cookie is a piece of data stored on the Client's computer containing information about the Client relating to the use of the trading system. IP addresses may be linked to the Client's personal data and by tracking these addresses NordFX would be obtaining personal data. Access to the on-line trading system is conditional on acceptance by the Client of any cookies and IP address tracking devices described in and for the purposes explained in this Section. The Client acknowledges that he understands the broad nature of cookies and IP address tracking devices and the purposes for which they will be used by NordFX.

8.7. The Client acknowledges and accepts that any services provided through the trading system involve transmissions over the internet and that such transmissions are therefore subject to the internet's inherent risks. Although NordFX takes reasonable security precautions, the Client also acknowledges and accepts that, as with any network, he may also be exposed to unauthorized programs transmitted by third parties, electronic trespassing and/or the failure of information and data to reach their intended destinations and/or erroneous receipt or misdirection of such information. Although NordFX's privacy and security features are designed to reduce these risks, NordFX cannot guarantee their elimination. Thus, no transmission via the trading system shall be guaranteed to be confidential. NordFX shall not be liable for any breach of confidence arising as a result of such event.

9. Liability

9.1. The Client accepts that any trading system provided by NordFX is "as is", and without warranties of any kind whatsoever including but not limited to merchantability or fitness for a particular use, purpose or application; timeliness; freedom from interruption or the results to be obtained by the Client or anyone else from the use of the trading system. NordFX shall not be liable for any loss or damage (including direct, indirect or consequential loss of loss of profits) suffered by the Client or any third party in connection with the provision of any services to which this Agreement applies except to the extent that such loss or damage results directly from NordFX's fraud, gross negligence or willful misconduct.

9.2. NordFX shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond its control including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies on the transmission of orders or information due to a breakdown in, delay or failure of any transmission, communication or computing facilities.

9.3. Should quoting, execution or other errors occur, which may include but not be limited to a mistype of a quote by NordFX, a quote which is not representative of fair market prices, an erroneous price quote from a NordFX employee, such as a long big figure quote or an erroneous quote due to failure of hardware, software or communication lines or systems and/or inaccurate data feeds provided by NordFX or third party vendors, NordFX shall not be liable for the resulting errors in the Client's trading account balances or trading losses. The foregoing list is not exhaustive. In the event of a quoting or execution error, NordFX reserves the right to make the necessary adjustments or corrections on the account involved. Any dispute arising from such quoting, execution or other errors will be resolved by NordFX and in its absolute discretion.

9.4. Internet connectivity delays and price feed errors sometimes create a situation where

the prices displayed on the trading platform do not accurately reflect the market rates. NordFX does not permit the practice of latency arbitrage taking advantages of these internet delays. Transactions that rely on price latency arbitrage opportunities may be revoked. NordFX reserves the right to make the necessary corrections or adjustments on the account involved in its sole and absolute discretion.

9.5. The Client acknowledges that trading at times of extraordinary volatile market conditions, e.g. key news announcements, may expose the Client to additional risks, including the risk that the Client may not get the price he requests. NordFX cannot and does not guarantee its prices in times of extraordinary market volatility.

9.6. The Client hereby agrees to indemnify and hold NordFX harmless from and against any and all liabilities, losses, damages, costs and expenses, including legal fees and costs, incurred by NordFX in connection with the provision of services to the Client under this Agreement, provided that any such liabilities, losses, damages, costs and expenses have not arisen due to fraud, gross negligence or willful misconduct committed by NordFX.

9.7. Should the Client be found in breach of any terms and conditions of this Agreement, which breach has resulted in any damage, loss, costs, fees or expense incurred by NordFX, NordFX may, at its sole and absolute discretion and without Client's consent, debit the Client's trading account(s) with an amount sufficient to fully cover such damage, loss, costs, fees or expense. In the event that the Client's account(s) may not have sufficient funds, NordFX will request the Client to fund the account(s) with sums sufficient to meet NordFX's claim.

9.8. NordFX's claim for loss, damages or otherwise shall be settled by the Client within ten business days after notice given by NordFX to the Client.

10. Force Majeure

10.1. Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement, if and to the extent that such failure or delay is caused, directly or indirectly, by circumstances beyond a Party's reasonable control, including but not limited to fire, flood, epidemic, power and telecommunications failure, earthquake, elements of nature or acts of God, act of governmental body or military authority, wars, riots, civil disorders, labour disputes, blockades, embargoes, terrorist activities, civil insurrection, rebellions or revolutions or any other similar cause beyond the reasonable control of such Party, except to the extent that the non-performing Party is at fault in failing to prevent, or is causing, such failure or delay, and provided that such failure or delay cannot, by reasonable efforts of the non-performing Party, be circumvented by the non-performing Party.

10.2. For the purpose of this Agreement, the circumstances of Force Majeure shall also include (i) any unlawful or malicious act committed against NordFX, its officers, employees or assets, including, but not limited to hackers attacks on NordFX's servers, fraud and similar acts; (ii) any suspension of operations, liquidation or suspension of any market or the absence of any event on which NordFX would normally base its rates; limitations or special non-standard conditions occurring on any market.

10.3. Should any of the Force Majeure circumstances occur, NordFX may, without any prior notice to the Client:

a) increase the margin call; and/or

b) close any or all of the Client's open positions at a price that NordFX shall deem reasonably fair; and/or

c) suspend any action under, and/or modify any provision of, this Agreement until such time as the circumstances of Force Majeure have ceased; and/or

d) take (or refrain from taking) such other actions in respect of the Client, third parties or NordFX as NordFX may at its sole and absolute discretion deem necessary and appropriate under the circumstances.

10.4. Should any of the Force Majeure circumstances occur, a non-performing

Party shall notify the other Party about such circumstances within twenty (20) calendar days after their occurrence, failing which the non-performing Party shall lose its protection from liability incurred on account of Force Majeure.

11. Claims and Complaints

11.1. If the Client has any complaint about NordFX's performance under this Agreement, the Client should direct that complaint to NordFX's Customer Support, who will investigate the nature of the complaint and try to resolve it.

11.2. Any claim or complaint must be submitted to NordFX within the following time frames:

a. If a dispute giving rise to the claim or complaint relates to a trading transaction, then within three (3) business days after the dispute arose;

b. If a dispute relates to a non-trading transaction or other matters, then within twenty (20) business days after the dispute arose

c. In the event that the Client has failed to submit his claim or complaint within the time frame specified above, the claim or complaint shall not be accepted by NordFX and the Client's right to claim or complaint shall be waived.

11.3. Any claim or complaint should contain the following information:

a) the Client's name and surname;

b) the Client's trading platform login number;

c) details of the dispute giving rise to the claim or complaint

11.4. A claim in respect of trading transactions should also specify:

a) when the problem occurred: the date and time shall be those of the trading platform;

b) ticker tape of the disputable position or the pending order;

11.5. A Claim should be:

c) emotionally neutral; and

d) free of obscene, insulting, offensive and abusive words and expressions.

11.6. A claim or complaint may not be accepted by NordFX if any of the provisions contained in paragraphs 11.2, 11.3, 11.4, 11.5 and 11.8 herein have not been complied with.

11.7. If accepted, a claim or complaint will be reviewed and decided upon by NordFX within the shortest time possible.

11.8. Where additional information and/or documents may be required of the Client, the time for claim review shall commence on the day when NordFX has received all the information and/or documents requested.

11.9. The Client acknowledges and accepts that where a claim relates to a trading transaction, the server log file shall be the sole source of information and evidence and shall prevail over any other evidence including, without limitation, information contained in the Client's terminal log file.

11.10. Where any Client's order has not been executed by NordFX in view of the server maintenance works, of which the Client has been informed in advance, claims in respect of such orders shall not be accepted by NordFX.

11.11. If agreed and decided in Client's favour, the claim shall be settled by way of compensation, payable to the Client's trading account, within one business day. NordFX shall not compensate the Client for loss of profit, indirect damages or any other loss.

11.12. In all cases, when deciding on a claim, NordFX shall be relying on its internal policies and procedures and be guided by the principles of general market practice (in particular, NordFX may refer to quotes, prices, rates and other information of any other broker or market-maker for comparison purposes)

12. Applicable Law and Jurisdiction

12.1. This Agreement is governed by and shall be construed in accordance with the laws of the Republic of Mauritius.

12.2. The Parties shall attempt to resolve any disputes or differences arising out of or in connection with this Agreement by means of negotiations, failing which such disputes and differences will be referred for settlement to courts of law of the Republic of Mauritius.

12.3. The Parties irrevocably submit to the exclusive jurisdiction of the Mauritian courts to settle any suit, action or other proceedings related to this Agreement. Nothing in this Agreement shall prevent NordFX from bringing proceedings against the Client in any jurisdiction.

12.4. Each Party irrevocably waives any objection that it may have at any time (a) to the venue of any proceedings brought in the courts of Mauritius; (b) that such proceedings have been brought in an inconvenient forum or (c) that such courts do not have jurisdiction over it.

13. Term and Termination

13.1. This Agreement shall not become a binding contract between the Client and NordFX until the Client's trading account is opened and approved by NordFX.

13.2. This Agreement shall continue in effect until termination.

13.3. The Agreement may be terminated by the Client by notice in writing given to NordFX within fifteen (15) calendar days prior to termination, provided that the Client does not have any open positions and/or any outstanding obligations or liabilities to NordFX. The Client acknowledges that such termination shall not relieve the Client of any obligations arising out of prior transactions entered into in connection with this Agreement.

13.4. If the Client has any open positions on the termination date, NordFX may, at his sole and absolute discretion, close the open positions at the current market price without any notice to the Client. Where the Client's account has a remaining balance after the positions are closed, such balance shall be remitted to the Client as long as the Client has no other outstanding obligations or liabilities to NordFX or unless otherwise provided by the terms and conditions of this Agreement.

13.5. NordFX may terminate this Agreement by notice in writing given to the Client within fifteen (15) calendar days prior to termination.

13.6. NordFX may terminate the Agreement without notice to the Client, should the Client violate any of the terms and conditions of this Agreement, including those contained in paragraphs 3.2.1, 3.2.2, 3.2.2 and 3.2.4 hereof.

13.7. The Client acknowledges and agrees that NordFX may, at its absolute and sole discretion, but with notice to the Client, suspend or partially or completely discontinue the Client's access to services under this Agreement, in which case the Agreement shall be considered either suspended or terminated respectively; In the case of termination the available trading account balance shall, subject to the terms and conditions contained in this Section 13, be returned to the Client.

13.8. Termination of this Agreement shall not affect any transactions previously entered into and shall be without prejudice to any accrued rights and obligations of either Party.

13.9. Any provisions of this Agreement relating to risks, Client's liabilities and obligations, warranty disclosures, limitations of liability, indemnification, confidentiality and data protection, intellectual property rights, notices, claims and complaints shall survive the termination of this Agreement for any reason.

14. Events of Default

14.1. Any of the following circumstances constitutes an event of default:

a. Client's failure to pay any due amount or fulfil any obligation to NordFX;

b. a third party initiated the proceedings for the Client's bankruptcy or the Client enters an agreement with its creditors with respect to the settlement of the debt or any other similar procedure is initiated towards the Client;

c. if the Client is a legal entity: proceedings are initiated for a liquidator appointment, or for the appointment of an administrator or receiver in respect of the Client or Client's assets (if the Client is a legal entity);

d. any representation or warranty made by the Client to NordFX is or becomes false;

e. in case of Client's death or legal incompetence;

f. any other circumstance that NordFX reasonably considers to be Default;

14.2. If the Client fails to fulfil its obligations, NordFX may, at its sole discretion, at any time without prior written notice take one or more of the following steps:

a. close out Client's open positions at the current quote;

b. debit the Client's account for amounts of debt carried by the Client to NordFX;

c. close the Client's accounts with NordFX;

d. deny creation of new accounts for the Client.

15. Miscellaneous

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

15.2. If this Agreement is translated into another language, the Agreement in English shall prevail in all cases.

15.3. NordFX may modify this Agreement at its sole discretion, but with notice to the Client, any modifications shall come into effect on the next calendar day following the notice day, unless otherwise stated in the notice or modifications

15.4. NordFX may assign and transfer, in whole or in part, its rights and obligations under this Agreement without the Client's consent, provided that the assignee agrees to such assignment. NordFX shall notify the Client in writing about such assignment at least fifteen (15) calendar days prior to the assignment.

15.5. In the event that NordFX ceases to provide any service under this Agreement, the Client will be informed by NordFX by notice in writing within at least fifteen (15) calendar days prior to the cessation of service. Any funds remaining in the Client's trading account shall be returned to the Client after all positions have been closed and subject to the other provisions contained in this Agreement

15.6. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. The Client may not, without NordFX's prior written consent assign, transfer or sublicense Client's rights, duties or obligations under this Agreement, whether by operation of law, merger or otherwise, to any third party, in whole or in part. Any attempt to do so without NordFX's prior written consent shall be void and of no force and effect.

15.7. In the event of the Client's death, the right to claim the funds available in his trading account shall inure to his lawful heirs, assigns and successors, excluding the right to perform trading transactions on the Client's trading account.

15.8. NordFX has the right to suspend service to the Client at any time for any reasons deemed sufficient by NordFX without prior notice to the Client.

15.9. In this Agreement:

a) words importing the singular include the plural and vice versa;
b) words denoting the masculine gender include the feminine and neuter genders;
c) words importing persons include companies, associations and bodies of persons whether corporate or not;
d) the words (i) "may" shall be construed as permissive; (ii) "shall" or "will" shall be construed as imperative;
e) expressions referring to writing or its cognates shall be construed as including facsimile printing, lithography,

photography, electronic mail and other modes of representing words in a visible form;

f) “trading transactions” means transactions with securities and financial instruments offered by NordFX and that the Client may carry out using trading platforms offered by NordFX;

g) “non-trading transactions: means funding or withdrawal of funds from a trading account;

h) “business day” or “working day” means a day which is not a Saturday, Sunday or a public holiday in the country in which NordFX’s servers are located.