



# Terms & Conditions

**Version:** 1.1

**Date:** 31 May 2024

# Terms & Conditions

## 1. Introduction

Swift Trader Ltd (hereinafter called “We”, or the “Company”) is authorised by Mwali International Services Authority in Comoros Union with license number T2023364 with registered office at Bonovo Road – Fomboni Island of Mohéli – Comoros Union, OFFERS ITS SERVICES STRICTLY UNDER THE FOLLOWING TERMS AND CONDITIONS, WHICH ARE NON – NEGOTIABLE AND MAY BE AMENDED AFTER PROPER NOTICE HAS BEEN GIVEN TO YOU (THE “CLIENT”) AT THE ABSOLUTE DISCRETION OF THE COMPANY, SUBJECT TO THE PROVISIONS OF THE TERMS BELOW (THE “AGREEMENT”).

This Agreement, together with the Privacy Policy, AML & KYC Policy and Risk Disclosure and any other legal document constitute a legally binding agreement between the Client and the Company. All of the above documents can be found on the Website at <http://www.swiftrader.com>.

These terms and conditions will govern all Financial Product transactions entered between us and you. You are hereby notified that Swift Trader Ltd will enter into the transactions for the Financial Products as principal.

BY ACCEPTING THIS AGREEMENT ON THE COMPANY’S WEBSITE, THE CLIENT CONFIRMS THAT IT HAS READ, UNDERSTOOD AND AGREED TO BE BOUND BY THIS AGREEMENT WHICH SHALL GOVERN THE USE OF THE TRADING PLATFORM AND THE TRANSACTIONS ENTERED INTO BETWEEN THE CLIENT AND THE COMPANY. THE CLIENT IS PROMPTED TO SAFEGUARD A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE.

## 2. Assignment

This Agreement is personal to the Client who does not have the right to assign or transfer or sublicense any of its rights or obligations hereunder.

The Company may, at any time and in its sole discretion, assign or transfer to any legal or natural person any of its rights or obligations as they arise or are provided for in this Agreement.

A person who is not a party to this agreement shall not have any rights to enforce any term of this Agreement.

## 3. Provision of the services

### 3.1. Subject to:

- i. The terms and conditions of this Agreement,
- ii. The Client acceptance of this Agreement and all other applicable documents as the Company may require in its sole discretion, and
- iii. The Company's acceptance of the Client's application to open an Account, the Company will:
  - a) Open an Account in the Client's name and allow the Client to enter into Transactions through the Trading Platform;
  - b) Act as a counterparty for the Client's Transactions; and
  - c) Provide such other products and services as the Company may, in its sole discretion, determine from time to time.

**3.2.** Clients acknowledge and accept that the Company's official language is English and should always read and refer to the Company's main Website <http://www.swifttrader.com> for all information and disclosures about the Company's services and activities. Translation or information provided in languages other than English in the Company's Website is for marketing and information purposes only and is not binding nor have any legal effect whatsoever and the Company bears no responsibility or liability towards the correctness of the information therein.

**3.3.** This Agreement is a distance contract, and neither the client nor the Company needs to execute or sign it for the Agreement to be considered legally binding on both parties. This means the Agreement without being physically signed has the same judicial power and rights as a signed one. Clients who wish to have a signed Agreement, then they should print and send 2 original copies bearing original signatures to the Company, where the Company will sign and stamp the said Agreements and arrange for one copy to be sent back to the client whereas the second copy will be kept in respective client's folder. The

Agreement shall be binding to both Parties, the Company and the Client, upon accepting electronically and/or in written form the Company's Terms and Conditions and shall inure to the benefit of both Parties and their permitted successors and assignees.

**3.4.** The Client acknowledges that the Services do not include the provision of investment advice. Any investment information as may be announced or provided by the Company or on its behalf does not constitute investment advice services whatsoever, or in any circumstances and shall be regarded as given for informative purposes only. No information announced or provided by the Company shall be deemed as an assurance or guarantee on the expected results of any Transaction.

**3.5.** The Client agrees and acknowledges that it is solely responsible for any investment strategy, Transaction or investment, composition of any account and taxation consequences and the Client shall not rely for this purpose on the Company. It is also understood and accepted that the Company shall not bear any responsibility in any manner or form whatsoever, regardless of the circumstances, for any such investment strategy, transaction, investment or information, composition of any Account or taxation consequences.

**3.6.** In relation to any orders placed with the Company, the Company will act as a Market Maker (principal). The Client is informed that following execution of any Order, the Company may, at the Company's sole discretion, subsequently hedge each Position with another financial firm (including companies within the group of companies of which the Company is a member), offset each Position with another Position, or retain a proprietary Position with the intention to obtain trading profits from such Positions.

**3.7.** The Client understands and accepts that the Company is unable to provide the Client with any legal advice or assurances in respect of the Client's use of the Services and the Company makes no representations whatsoever as to the legality of the Services in the Client's jurisdiction. It is the Client's obligation to verify the relevant laws in the Client's jurisdiction before registering with the Website, applying for an Account and using the Services or Trading Platform. The Company does not intend to enable the Client to contravene any applicable

laws and regulations. The Client represents, warrants, and agrees to ensure that the use of the Trading Platform and the Services will comply with all applicable laws, statutes, and regulations. The Company shall not be responsible for any illegal or unauthorized use of the Trading Platform or the Services by the Client. The Client should consult a legal counsel in the applicable jurisdiction if in doubts about the legality of the use of the Trading Platform and the Services under the laws of any jurisdiction that apply to the Client.

**3.8.** The Company will not provide the Client with any legal, tax or other advice relating to any Transaction. The Client should seek independent advice before entering into a Transaction and hereby confirms that he/she will not hold the Company liable in relation to the Client's decisions.

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

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

are subject to change and may be withdrawn at any time without notice.

**3.10.** The Client understands that no physical delivery of a CFD's underlying instrument (or reference instrument) they traded through their Trading Account shall occur.

## 4. Account Opening

**4.1.** The following persons may not use the Trading Platform, open an Account, enter into Transactions with the Company, or use any of its services:

- a. Any person who is under the age of 18 or the age of legal consent for entering into Transactions with the Company and/or obtaining its services under the laws of its jurisdiction, whichever is higher;
- b. Any person included in the List of Specially Designated Nationals and Blocked Persons maintained by OFAC and any Person who reside in jurisdictions in which CFD trading, or any other leverage or margin based financial trading is illegal or in any other jurisdiction in which the Company, at its sole discretion, does not offer its services, including without limitation, the U.S., Afghanistan, Belarus, Burma, Central African Republic, Congo, Cuba, Iran, and North Korea as well as countries in respect of which OFAC administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals and other countries as set out in the Company's Website.

**4.2.** In order to open an account, the Client shall be required to successfully conclude the Registration Process as determined by the Company, at its sole discretion.

During the Registration Process and prior to opening the Account and the transmission and execution of Orders, the Client shall be requested to provide the Company with identification details and documents (which shall typically include but not limited to, an identity card or passport, proof of address such as a recent utility bill, and proof of the Client's payment method), as well as details regarding the origin of its funds and its financial status, experience and education. Such information and documents may further be requested

periodically and where the Company, at its reasonable discretion, finds that such information or documentation is required.

The Client warrants and represents that at all times all information provided to the Company shall be true, accurate, up to date and complete and that the Client shall update the Company in our Client Portal or through the Trading Platform (where available) upon any change of the information provided.

**4.3.** The Client hereby agrees that the information collected and obtained from the Client may be used by the Company, its agents and service providers other entities in the Company's group and regulatory bodies to conduct identity, fraud, AML, credit and other checks and hereby authorized the above entities to conduct the above checks. The Company may further use the information in order to assess whether the Financial Instruments offered in the Trading Platform are appropriate for the Client. The Company shall use all the information obtained from the Client in accordance with its Privacy Policy.

**4.4.** The Client acknowledges that the Company is under no obligation to accept its application for an Account and that during or following the Registration Process, the Company may, at its sole discretion, reject the application. The Client further agrees that until the satisfactory conclusion of the Registration Process and the opening of an Account or the rejection of the application, the access to the Company's services and the Trading Platform may be limited. The Client further agrees that if, during the Registration Process or at any time thereafter, the Company suspects that the Client had breached its representations and warranties made herein, provided the Company with inaccurate, incomplete or false information or documents, did not receive the information or documentation required within the time frame determined by the Company or has reasonable grounds to suspect that the Account constitutes or may constitute an Anti-Money Laundering and Prevention of Terrorism Financing or other regulatory risk, the Company may freeze the Account, either by prohibiting additional deposits, declining Orders, declining or delaying any withdrawal requests, refunding balance to the deposit source, terminating existing Positions and/or any other means it is allowed or required, subject to Applicable Law. The Client agrees that the Company shall not be liable for any loss, damage, or expense of any kind which the Client may suffer as a result of

such cases.

**4.5.** Notwithstanding the above, on a case by case basis and at the Company's sole discretion, the Company may provide the Client an Account in non-trading/no Service (Demo/ read only) mode or an Account with limited trading possibilities (such limitations may include a maximum amount which may be invested or a limit on duration of trading) or in other mode that may be provided by the Company from time to time, during and following the Registration Process. The Client acknowledges and agrees that should the Client fail to comply with the Company's Registration Process and/or anti-money laundering requirements, the Company shall have the right to immediately limit or terminate the Services in accordance with Section 26 of this agreement.

**4.6.** If the Client has opened more than one Client Account, the Company shall have the right to treat these Client Accounts as a single Client Account. The Company may at its sole discretion elect to transfer and use available Margin or other funds from one Client Account for the purposes of discharging Margin requirements or liabilities in one or more of the Client's other Client Accounts even if such transfer may result in the closure of open positions in any Client Account from which Margin or other funds are transferred and the Company shall not have any liability for any claim in respect of such action as described in this paragraph.

## 5. E-Wallet Funding

**5.1.** Money can only be added to your E-Wallet by:

- a. the account holder only. The Company will only accept deposits from the account holder;
- b. transferring funds in a Supported Currency from a bank account held in your name with a bank;
- c. transferring funds through the Company's authorised payment service provider into your E-Wallet.

**5.2.** The Company does not accept third party deposits or anonymous deposits in the Client Account. Deposits can be made from bank accounts and/or credit/debit cards and/or eWallets registered under a name that matches the



name of the owner of the Account registered with the Company. In case of third-party Deposits, the Company reserves the right and based on its sole discretion to proceed to the below actions:

- a. immediately close any open positions and/or pending orders;
- b. freeze the clients' account;
- c. deduct and/or block the funds sent by the Third-Party;
- d. nullify any profitable trades generated from the third party deposit;
- e. if satisfied after specific checks, send the money back to the same source, via the same payment method and remitter used to conduct the initial deposit;
- f. block the Client's account permanently. The Client acknowledges and agrees that the Company cannot be held liable for any loss, damage or expense of any kind which the Client may suffer as a result of such cases. The Company will not be held liable for accepting and crediting funds to a Client's account subject to declarations or proofs which are then found to be false, falsified or in any way manipulated.

**5.3.** Upon receipt of the cleared and settled funds, the Company will credit your E-Wallet with funds received on your behalf. Once funds are credited to your E-Wallet, you must not chargeback, recall or cancel any Transaction you make to transfer funds to your Account.

**5.4.** The Company accepts no responsibility for any funds not deposited directly into Company's Bank Account or Authorised Payment Service Provider accounts.

**5.5.** The E-Wallet can only hold funds denominated in a Supported Currency. If funds in a currency other than in a Supported Currency are transferred to the Trading Account, they will be converted to your Supported Currency at the conversion rate available at that time. The conversion may be subject to fees and charges.

**5.6.** You agree and acknowledge that the Company may refuse to accept or may return any deposit of money made into your E-Wallet, and that the Company does not accept any liability or responsibility for any loss, cost (including any foreign currency conversion costs) or expense incurred or

suffered by you in connection with such non-acceptance or return.

**5.7.** The Company may set minimum and maximum deposit amounts and vary them from time to time. Such minimum and maximum deposit amounts will be published on the Website.

**5.8.** You can give us instruction via your client E-Wallet portal to transfer fund to your trading account or send fund to your bank account.

**5.9.** In the event of a chargeback received with respect to any of the Client's deposits from a credit card issuer or other payment method for any reason, the Company shall have the right to immediately and without any notice, pass on fees that the Company incurs as a result, freeze the Account, either by prohibiting additional deposits, declining Orders, declining or delaying any withdrawal requests, immediately terminating any or all existing Positions, charging the Client's Balance for the chargeback amount including all related costs, terminating this Agreement and/or any other means it is allowed or required, subject to Applicable Law. The Client agrees that the Company shall not be liable for any loss, damage, or expense of any kind which the Client may suffer as a result of such cases.

**5.10.** In order to use the Services, the Client understands and accepts that first it shall require depositing funds in the Account. In order to secure the identity of the Client, the Company must receive sufficient information about the transfer from the sending bank to make a certain identification of which Client and which account the funds shall be registered on. Therefore, the Client understands and accepts that the Company shall credit the Account only when all details of the transfer are clarified, and therefore there is no certainty the Account shall be credited immediately upon the Client's transfers order to the relevant bank. The Client acknowledges that the Company cannot be held liable for how many days it takes from the sending bank, or other financial institution, or third-party payment solution providers, to send funds to the Company and the time the Company shall receive the funds.

**5.11.** The purpose of this provision is to prevent disputes between the Client and the Company, as well as reduce risks related to Anti Money-Laundering. We will

not process any refund requests. Any refund requests from Clients will be processed as E-Wallet withdrawals.

**5.12.** The Company shall accept deposits only through the means indicated in the Client Portal and shall not accept cash deposits.

**5.13.** In the event that any amount received in the E-Wallet via a Bank Account transaction, is reversed by the bank with which such Bank Account is held, at any time and for any reason, the Company will immediately reverse the affected deposit from the Account and further reserves the right to reverse any other type of transactions effected after the date of the affected deposit. It is understood by the Client that these actions may result in a negative Balance in all or any of the Accounts.

## 6. Transfer from and to your Trading Account (Internal Transfer)

**6.1.** The Client reserves the right to transfer funds between the Wallet and Trading Account maintained with the Company and between different Trading Accounts held by the Client. All Internal Transfers of funds between the Client's accounts shall be executed automatically through the Company's platform.

**6.2.** The Client has the right to withdraw the Available Margin (not including Extra Margin and unrealized cashbacks \ rebates), free from any obligations (not including fees, if applicable) from its Trading Account without closing the said Account.

**6.3.** Internal transfer (withdrawal from Trading Account) is initiated by the Client without delay. Upon receiving a transfer request, the amount requested shall be deducted from the Balance. The company has the right to block the transfer of funds from trading account with open orders, based on the margin requirements of your trading account. In order to process a transfer request from a trading account, the Equity remaining on your trading account following the transfer, must be at least twice of your Margin used.

Internal transfer (withdrawal from Trading Account) is initiated by the Client without delay. Upon receiving a transfer request, the amount requested shall be deducted from the Balance. The company has the right to block the transfer of funds from trading account with open orders, based on the margin requirements of your trading account. In order to process a transfer request from a trading account, the Equity remaining on your trading account following the transfer, must be at least twice of your Margin used.

**6.4.** Clients can deposit funds into their Trading Account using any base currency available on our Company Trading Platform. If an Internal Transfer involves converting from the EWallet Supported Currency to a different base currency, it will be processed at the prevailing exchange rate at the time of the transaction. This applies to both fiat-to-fiat and digital-to-digital conversions.

**6.5.** Clients should be aware that currency conversion involves inherent risks, including fluctuations in exchange rates. The value of their funds may increase or decrease based on market conditions.

**6.6.** Clients can view real-time exchange rates when converting currencies on our platform. We provide access to up-to-date rates to ensure transparency during the conversion process. Whether you're converting from fiat to fiat or digital to digital, you'll have visibility into the prevailing exchange rate at the time of the transaction.

**6.7.** Clients cannot convert digital currencies to fiat currencies at any time. All Internal Transfers from the Trading Account will remain either in fiat currency or digital currency only.

**6.8.** By initiating a currency conversion from Trading Account to E-Wallet, the client acknowledges that they have reviewed the prevailing exchange rate, understand the associated risks, and consent to the conversion.

**6.9.** Bonuses are NOT permitted to be withdrawn from any Trading Account, in accordance with the Company's' Bonuses & Rewards Promotions Terms and Conditions.

## 7. E-Wallet Withdrawals

**7.1.** Swift Trader will not process any Withdrawal Transaction unless you:

- a. have sufficient cleared funds in your E-Wallet taking into account any fees or costs associated with the Withdrawal Transaction; and
- b. provide us with the beneficiary Bank Account details. It is your responsibility to ensure that you provide us with the correct beneficiary account details.

**7.2.** The Client agrees to pay any bank transfer fees incurred by their receiving bank when withdrawing funds from the E-Wallet to their designated bank account. The Client is fully responsible for the payments details that it has provided to the Company and the Company accepts no responsibility for the Client's funds if the Client's given details are incorrect.

**7.3.** Withdrawals of funds deposited can only be made using the same method used by the Client to fund the Account and to the same remitter. Withdrawals of profits may only be transferred to a Bank Account or Authorised Payment Service Provider under the Client's name. The Company reserves the right at its sole discretion to decline a withdrawal with specific payment method and to suggest another payment method where the Client needs to complete a new withdrawal request. The Company further reserves the right to request further documentation while processing the Clients' or Authorized Persons' withdrawal request. If the Company is not satisfied with any documentation provided by the Client or the Authorized Person, the Company may reverse the withdrawal transaction and deposit the amount back to the Account.

**7.4.** The Client agrees that all withdrawals shall be processed to the same source, however if the payment method used initially by the Client to make a deposit is no longer in use, the Company reserves the right to request additional documentation and information from the Client in order to proceed with the said withdrawal. The Client agrees that they are solely responsible for the payment details they are providing us with, and the Company does not accept any responsibility for Client's funds, if the payment details provided by the Client are incorrect or incomplete.

**7.5.** The Client authorizes the Company to make any deposits and withdrawals from the Bank Account on its behalf including, without prejudice to the generality of the above, withdrawals for the settlement of all Transactions undertaken under this Agreement and all amounts which are payable by or on behalf of the Client to the Company or any other person.

**7.6.** In the event that the Company completes a Payment when you do not have sufficient cleared and settled funds in your E-Wallet (including where a payment to your E-Wallet is disputed or reversed), you will be liable to the Company for the amount of the Payment Transaction plus interest at the rate of 3% per annum above than the current overdraft rate of Swift Trader's bank, calculated on a daily basis up to and including the date of repayment in full.

**7.7.** If a Payment Transaction is made in a Supported Currency and the beneficiary bank does not accept or otherwise accommodate the Supported Currency, then the beneficiary bank (or other intermediaries) may convert the Supported Currency to another currency which is compatible with the beneficiary bank account. The conversion may be subject to fees and charges, which will be deducted from the funds received by the beneficiary.

**7.8.** If we receive an instruction from you in relation to a Payment Transaction before 5 pm on a business Day, your Instruction(s) will be deemed to have been received by us on that business Day. If your Instruction(s) in relation to a Payment Transaction is received after 5 pm on a business Day or on a day that is not a business Day, your Instruction(s) will be deemed to have been received in the next business Day.

**7.9.** The Company is not responsible for any delays caused by a beneficiary bank in processing a Payment Transaction. Accordingly, the Company cannot guarantee that the beneficiary's bank will make funds available to the beneficiary on the day that it receives payment.

**7.10.** Bonuses are not permitted to be withdrawn from any E-Wallet, in accordance with the Company's' Bonuses & Rewards Promotions Terms and Conditions.

## 8. Leverage/ Margin Requirements

**8.1.** As a condition of entering into a Transaction, the Company requires the deposit of Margin to secure the Client's liability to the Company for any losses, which may be incurred in respect of the Transaction. The "Leverage Level" is the ratio of Margin to the market value of the open Transaction position, which it secures. By accepting this Agreement, the Client has read, understood and accepted the "Leverage Levels" as these are stated the on the Company's Website and other documentation and relevant information found in the Trading Platform. The Leverage Level of a Client's Account(s) may be changed by the Company in its absolute discretion with reference to such matters as the deposit or Margin amount held in the Client Account and the size of credit exposure held on Financial Instrument(s) held in the Client Account(s).

**8.2.** The Client acknowledges that the Company employs a dynamic leverage mechanism on its Trading Platforms. Dynamic Leverage is a risk management tool that allows for the adjustment of Leverage Levels based on various factors, including market conditions, account equity, and trading volume. The Company reserves the right to adjust the Client's Leverage Level, either increasing or decreasing it, to mitigate risks and promote responsible trading practices. The Company will make reasonable efforts to communicate leverage adjustments to the Client through electronic means, including but not limited to email notifications, platform alerts, or updates on the Company's website. It is the Client's responsibility to regularly check for communications from the Company and stay informed about any changes in Dynamic Leverage.

**8.3.** Margin requirements or Leverage Level may be set and varied without prior notice from time to time in the Company's sole and absolute discretion in order to cover any realised or unrealised losses arising from or in connection with Transactions, including subsequent variation of any Margin rates set at the time Transactions are opened. The Client can request to change his account leverage at any time in accordance with the Company's website by contacting the Company. The Client acknowledges that the Company has the discretion to change the Client's trading account leverage at any given time, without the Client's consent, either on a permanent basis or for a limited period of time. Such an event will be disclosed to the Client by the Company via a notification in the

Trading Platform or by email. This can also be occasionally before the release of major economic news; the Company maintains information on its account leverage contained on the Company Website.

**8.4.** Customers must be aware that Forex transactions carry a high degree of risk. The amount of initial margin may be small relative to the value of the foreign currency so that transactions are ‘leveraged’ or ‘geared’ A relatively small market movement may have a proportionately larger impact on the funds that the Customer has deposited or will have to deposit. This may work against as well as for the customer.

**8.5.** The Company exclusively reserves the right to widen its variable spreads, adjust leverage, change its rollover rates and/or increase the margin requirements without notice under certain market conditions including, but not limited to, around fundamental announcements, as a result of changes in credit markets, at times of extreme market volatility and/or when the Company deems that such exposure is risky for both the Company and the Customer. In such circumstances, the Customer agrees to indemnify the Company for any and all losses that may occur due the widening of spreads and the adjustment of leverage.

**8.6.** The Client has the right to withdraw the funds which are not used for margin covering, free from any obligations (i.e. Free Margin) from the Client’s account without closing the said account.

**8.7.** The Client acknowledges that he is responsible for monitoring the Margin on his Account.

## 9. Negative Equity and Netting

**9.1.** Trading leveraged products such as CFDs involves substantial risk of loss, and the Client may lose all of his/her invested capital. The Company operates on a ‘Negative Equity Protection’ for Retail Clients; this means that the Client cannot lose more than his/her overall investment.

**9.2.** The Company is monitoring trading conditions including but not limited to



leverage in order to prevent any abuse of its Negative Equity by any Client.

**9.3.** The Client is obliged to maintain in his/her Trading Account, at all times, sufficient funds to meet all Margin requirements. In addition, the Company will be entitled to treat any assets deposited with it by the Client from time to time (excluding Client E-Wallet Balances or any assets deposited for safe custody only) as collateral against the Client's Margin requirements. Only funds received net of any bank charges, which relate to the transfer, will be credited as paid.

**9.4.** If, at any time during the Client relationship, the Client has a negative balance in any Trading Account, the company is entitled, but not obligated, to net between the Client's Trading Accounts, excluding Client E-wallet balances.

**9.5.** If an event of default occurs, all obligations between the Company and the Client shall upon the Company's notice to the Client be terminated (closed out) and netted into one termination amount by way of close-out netting. The value of any open and/or hedged position shall be determined in accordance with the following:

- a. Rates at which the open and/or hedged positions/contracts shall be closed at market price applicable on the day on which the Company decides to close the Contracts; and/or
- b. The Company may, at its sole discretion, determine the prices of contracts by obtaining a quote from a broker in relation to the asset in question or by applying rates from electronic financial information systems or other reasonable sources as determined by the Company.

**9.6.** In addition to the amounts set out in paragraph 9.5, the Company may include any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to transactions terminated.

**9.7.** If any obligations owed between the Company and the Client that are netted or set off are not in the same currency, the obligations shall be converted by the Company in accordance with the base currency of Client's Account.

**9.8.** When determining the value of obligations to be netted under this

paragraph 9, the Company may apply its usual spreads and include all costs and other charges.

**9.9.** The Client accepts that the Company reserves the right to cancel trades at any time and make any necessary equity adjustment after they were transmitted by the Client, in the event that the Company determines and/or suspects at its sole discretion that the Client voluntarily and/or involuntarily abuses the “Negative Equity Protection” and/or any bonus/incentives schemes or promotions offered by the Company, by way of, but not limited to, hedging their exposure using their trading accounts, whether under the same profile or in connection with another Client(s); external hedging connected to third parties and/or requesting a withdrawal of funds. In the event of such cases the Company will have the right to immediately deduct any bonus credited to the Clients’ account and completely exclude the Client from any present and/or future bonus and incentives schemes of the Company. Additionally, the Company has the discretion to block the Client’s trading account, along with all linked trading accounts, nullify any profitable trades, and return to the Client their remaining balance, if any. Upon the Company proceeding to any of the above actions, it reserves the right to close any open positions and/or pending orders and the Client understands and acknowledges that the Company will not be responsible for any loss arising due to stop loss, stop- out and/or any other type of order resulted by a market gap.

## 10. Segregated Accounts

**10.1.** The purpose of the accounts is to segregate the Client Money, including your money, from our own funds. However, an individual’s Client Money is co-mingled into one or more trust accounts containing the Client Money of other clients.

**10.2.** You agree and acknowledge that:

- a. All money deposited by you with the Company shall be deposited to your Wallet Account and form a credit balance and will be paid into a client segregated bank account established and maintained by Swift Trader Ltd;
- b. Client Money will be paid into a segregated account maintained by us. We will not be liable for the insolvency or any act or omission of any Deposit

Institution holding the client segregated account. Your moneys may be co-mingled into one or more pooled trust accounts with other clients' moneys.

- c. Such segregation of your money does not protect your money from the risk of loss;
- d. Whilst your money is segregated from the Company's money, it may be commingled with the money of other Swift Trader clients.
- e. The Company shall be entitled to retain any interest earned on such segregated money it holds;
- f. Money is only withdrawn from the account to:
  - I. Process a withdrawal for a client;
  - II. Transfer Margin to a Liquidity Provider.
  - III. Withdraw fees charges as part of a deposit or withdrawal transaction.
  - IV. Pay money to us which are entitled to as a result of a client trading with us;
  - V. Make a payment that is otherwise authorised by law or in compliance with the operating rules a licensed market. For the purpose of meeting obligations incurred by the Company other than on your behalf;
  - VI. Hedge, counteract or offset the risk the Company incur associated with transactions it enters with you.
- g. You agree that when money is moved from the segregated account to a Liquidity Provider, you are exposed to the credit risk of such Provider.
- h. You agree that the Company may transfer from your trading account, monies to be used for authorised hedging activities.
- i. You agree that money may be transferred to Liquidity Provider as is reasonably required for entering derivatives with the Liquidity Provider or for settling or securing those derivatives with the Liquidity Provider.

## 11. Electronic Trading

**11.1.** When the Client's Account is enabled, the Company will provide the Client with Access Codes for accessing the Company's Electronic Systems and enter into transactions and/or dealings with the Company. For instance, the Client can use the Access Codes among others to access the Company's Trading Platform in order to be able to place orders for the purchase or sale of Financial Instruments.

**11.2.** Clients shall take reasonably necessary measures to ensure confidentiality of all information, including but not limited to Access Data and Access Codes in order to avoid and prevent any action that could probably allow the irregular or unauthorized use and access of such information. For instance, the Company strongly advises Clients among others to avoid using any public computer for login with their Access Codes and to always logout when using the Company's Electronic Systems. The Client acknowledge that the Company bears no responsibility for any type and kind of losses that may occur and/or are connected by unauthorized use of their Access Data and Access Codes by any third party and consequently such third parties having access, to information, including but not limited to electronic addresses, electronic communication and personal data, when the above are transmitted between the Company or any other party, using the internet or other network communication facilities, post etc.

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

**11.4.** When using the Website or Trading Platform, the Client will not, whether by an act or omission, do anything that will or may violate the integrity of the Company's electronic or computer system or cause such system to malfunction. The Client is solely responsible for providing and maintaining the equipment necessary to access and use the Website or Trading Platform.

**11.5.** The Client acknowledges that the internet may be subject to events which may affect the Client's access to the Website or Trading Platform, including but not limited to interruptions or transmission blackouts. The Company is not responsible for any damages or losses resulting from such events or for any other losses, costs, liabilities, or expenses (including without limitation, loss of profit) which may result from the Client's inability to access the Website or Trading Platform or delay or failure in sending Orders.

**11.6.** The Company cannot be responsible for not fulfilling any obligations under

this Agreement because of internet connection failures or public electricity network failures or hacker attacks. The Company will not be responsible for executing any Orders as a result of the foregoing. The Company further reserves the right to ask the Client to give instructions regarding the Client's transactions by other means that it deems appropriate.

**11.7.** The Company shall not be held responsible in the case of delays or other errors caused during the transmission of Orders and/or messages via computer or other electronic device used to access the Trading Platform. The Company shall not be held responsible for information received via computer or for any loss which the Client may incur in case this information is inaccurate.

**11.8.** The Company makes no express or implied representations:

- a. that the Electronic Systems will be available for access all the time, or at any time on a continuous uninterrupted basis. Access to the Electronic Systems may be affected, for example, by routine maintenance, repairs, reconfigurations or upgrades;
- b. as to the operation, quality or functionality of the Electronic Systems;
- c. that the Electronic Systems will be free of errors or defects;
- d. that the Electronic Systems is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to Client data or other property.

**11.9.** Clients may store, display, analyse, modify, reformat and print the information made available to them through the Company's Electronic Systems such as Website and/or Trading Platform. However, Clients acknowledge they are not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's express written consent and must not alter, obscure or remove any copyright, trademark or any other notices that are provided in connection with the information. Clients further represent and warrant that will not use the Company's Electronic Systems in contravention of this Agreement and that Company's Electronic Systems will be used only for the benefit of their Account(s) and not on behalf of any other person, and that, with the exception of a web browser and other applications specifically approved by the Company,

they will not use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Company's Electronic Systems or automate the process of accessing or obtaining such information.

**11.10.** Clients agree to notify the Company immediately if they know, suspect or have come to their attention that their Access Data/Access Codes have or may have been disclosed to any unauthorized person and/or have or are being used without authorization. The Company will take all reasonable measures and steps to prevent any further use of such Access Data/Access Codes and will issue Clients with new replacement Access Data/Access Codes. Clients acknowledge that will be unable to place any Orders until receipt from the Company of the new replacement Access Data/Access Codes.

**11.11.** You accept that you will be liable for all orders given through and under your Access Data/Access Codes and any such orders received by us will be considered as received by you. In cases where a third person is assigned as an authorized representative to act on your behalf, you will be responsible for all orders given through and under your representative's Access Data/Access Codes.

**11.12.** The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever and make no warranty or representation of any kind, whether express or implied.

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

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

the Company shall not be liable.

**11.15.** The Company will not be liable for any such disruptions or delays or problem in any communication experienced by the Client when using the Platform(s).

**11.16.** The Company will maintain the Trading Platform and other technology or systems. In doing this, the Client agrees that the Company or any 3rd party may conduct maintenance work either planned or unplanned that may involve turning off, restarting, or updating the service. This may make the Trading Platform or other technology or systems unavailable for some time. The Client also agrees that the Company is not liable for any loss, including money loss, due to this maintenance work.

## 12. Trading Procedures, Instructions and Execution of Orders

**12.1.** The Client understands and acknowledges that all orders executed between the Client and the Company are orders executed outside a regulated market.

**12.2.** The Company shall accept instructions that have been transmitted by the Client only through the Company's Trading Platform or other electronic means and manner accepted by the Company. The Company may refuse the Client the execution of Transactions in case of lack of clarity or if the instructions do not include essential operations such as opening position, closing position, changing or removing Orders.

**12.3.** During the course of this Agreement in relation to all individual Financial Instruments trading the Company shall execute Client Orders according to our Order Execution Policy, which is binding on the Client.

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

the control of the Company.

**12.5.** The following CFD Orders may be placed with the Company: market orders and pending orders. Orders can be placed, executed and (if allowed) changed within the Trading Hours for each type of CFD appearing on the Platform and/or the Website, as amended from the Company from time to time.

**12.6.** Pending Orders, not executed, shall remain effective through the next trading session (as applicable).

**12.7.** All open spot positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open spot position.

**12.8.** Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the Order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all pending orders if the Client Trading Account Equity reaches zero or falls below the required margin.

**12.9.** Market Orders cannot be removed once placed.

**12.10.** The Client may add Stop Loss and Take Profit Orders at any stage when the position is open. Stop loss and Take Profit orders may be changed as long as they are at a price level that is either above or below the current market price, depending on the direction of your trade and your trading symbol.

**12.11.** The Client may change the expiration date of Pending Orders or delete or modify a Pending Order before it is executed.

**12.12.** The Client's orders are executed at the "BID"/ "ASK" prices offered by the Company and which the Client can see in the Electronic Trading Platform. The Client places his/her order at the prices he/she sees on his/her Client terminal and the execution process is initiated. Normally the transaction is executed at the prices the Client can see on his/her client terminal. Due to the high volatility of the markets as well as the internet connectivity between the Client terminal



and the server, the prices requested by the Client and the current market price may change, during the confirmation process. In this event, the Company has the right to decline the Client's requested price and offer a new price. The Client can either accept the new price and execute the transaction or refuse the new price, thus cancelling the execution of the transaction.

**12.13.** Generally, your order will be executed immediately, however, the price at which a market order will be executed is not guaranteed and may be executed at a worse or better price, known as negative or positive slippage. The Client may attach a stop loss and/or a take profit and/or a trailing stop after the market order is executed. It is important to note that Slippage does not affect the Negative Equity Protection and therefore the Client will never lose more than the amount invested (including any profit, if gained), even if a slippage occurs.

**12.14.** The Company may in its sole discretion reject any order from the Client but will notify the Client of any such rejection, without giving any reasons, promptly following receipt of the Client's instructions. The Company may cancel any instructions previously given by the Client provided that the Company has not acted on the Client's instructions. Without prejudice to the generality of the foregoing the Client acknowledges that the Company may reject orders and/or instructions by the Client when they are not clear when the Client seeks to open a position, close a position or modify or withdraw an order.

**12.15.** Determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any order) shall be at the Company's sole discretion and shall be conclusive and binding upon the Client. The Company shall inform the Client of any adjustment or amendment via its internal mail as soon as is reasonably practicable.

**12.16.** The Company will be entitled to rely and act on any Order without any further enquiry, and the Company will consider any Orders to be binding upon the Client where such Order has been placed and transmitted by the Client using his own Access Data/Access Codes via the Company's Trading Platform.

**12.17.** Orders can be transmitted for execution, modified or removed only within the operating (trading) time as set out on the Company's website from to time

and if they are not executed, they shall remain effective through the next trading session.

**12.18.** The Client acknowledges that orders shall be executed at the bid and ask prices that are offered by the Company. Due to the high volatility of the market as well as the internet connectivity between the Client terminal and the Company' server the prices requested by the Client and the current market price may change in the period between the Client placing his order with the Company the time the order is executed. The Client acknowledges that in the case of any communication or technical failure which results in the quotation of off-market prices on the quotes feed (i.e. prices to freeze/stop updating or price spikes), The Company reserves the right not to execute an order or, in cases where the order was executed, to change the opening and/or closing price of a particular order or to cancel the aforesaid executed order.

**12.19.** The Company shall not be liable for any delays, inaccuracies or other errors in the transmission of any order, instruction or information from the Client to the Company and also from the Company to its Counterparty due to any cause beyond the reasonable control of the Company. Delays can be caused by various reasons depending on the current market conditions (e.g. high market volatility) as well as a slow/weak internet connection (e.g. between the Client's terminal and the Company' server).

**12.20.** While trading, you might encounter system errors that are resulted from hardware and/or software failures. The result of any system failure may be that your order is either not executed according to your instructions, and/or executed without instructions from your side and/or executed with account balance errors and discrepancies or not executed at all. We will not be liable for the resulting errors in your Account balances. We reserve the right to make the necessary corrections or adjustments on the Account involved.

**12.21.** The Client acknowledges and agrees that the Company shall be entitled to record all conversations/communications between the Client and the Company or any representative thereof and maintain such records at its discretion and without further notice (unless required to do so by applicable Regulation). Such records will be the Company's property and shall be accepted by the Client as

evidence of his/her orders or instructions. The Company has the right to use recordings and/or transcripts thereof for any purpose which it deems desirable. The Client can request to receive these records from the Company.

**12.22.** “Manifest Error” means a manifest or obvious misquote by the Company, or any market, liquidity provider or official price source on which the Company has relied in connection with any Transaction, having regard to the current market conditions at the time an order is placed as the Company may reasonably determine. When determining whether a situation amounts to a Manifest Error, the Company may take into account any information in its possession, including information concerning all relevant market conditions and any error in, or lack of clarity of, any information source or announcement. The Company will, when making a determination as to whether a situation amounts to a Manifest Error, act fairly towards the Client but the fact that the Client may have entered into, or refrained from entering into, a corresponding financial commitment, contract or Transaction in reliance on an order placed with the Company (or that the Client has suffered or may suffer any loss) will not be taken into account by the Company in determining whether there has been a Manifest Error.

In respect of any Manifest Error, the Company may (but will not be obliged to):

- a. Amend the details of each affected Transaction to reflect what the Company may reasonably determine to be the correct or fair terms of such Transaction absent such Manifest Error;
- b. Declare any or all affected Transactions void, in which case all such Transactions will be deemed not to have been entered into.

The Company will not be liable to the Client for any loss (including any loss of profits, income or opportunity) that the Client or any other person may suffer or incur as a result of or in connection with any Manifest Error (including any Manifest Error by the Company) or the Company’s decision to maintain, amend or declare void any affected Transaction, except to the extent that such Manifest Error resulted from the Company’s own wilful default or fraud, as determined by a competent court in a final, non-appealable judgment.

**12.23.** The Company reserves the right to proceed with partial execution of Client’s Order if deems appropriate and after consideration of the volume of the

Client's Order and the prevailing market conditions.

**12.24.** All orders are placed in lot sizes. A lot is a unit measuring the transaction amount and it is different for each type of Instrument as set out on the Company's Trading Platform and website and updated from time to time. Details of the lot sizes for a given Financial Instrument type are available in the Company's Trading Platform and website and Clients acknowledge that it is their responsibility to review the said details and become familiar with. Clients further acknowledge and accept that even though in some cases there is no maximum size of an order which the Client can place with the Company, the Company reserves the right to decline an order, in case the size of the order is large and cannot be filled.

**12.25.** Clients acknowledge that while they can set their leverage level, the Company reserves the right to change the Contract Specification, including leverage and spreads, at any time without Clients' consent, depending on the prevailing market conditions either permanently or for a limited period of time. Clients acknowledge that it is their responsibility to review and become familiar with the Contract Specification available on the Company's Trading Platform prior to placing any Order.

**12.26.** Clients acknowledge and accept that if they transmit and/or place any Order to the Company which is in breach of any part of this Agreement, the Company at its absolute discretion has the right to activate any of the provisions of 'Termination' Section of this Agreement. For instance such a breach includes but is not limited to any Order that is placed with the use of additional functionalities/ plug-ins that affect the reliability and/or smooth operation of the Company's Trading Platform or when Client are trading in a way with the aim to take advantage of price disparities resulting from rate/occasional price latencies with the purpose of benefiting from a possible pricing arbitrage/ riskless profit to the Company's detriment as result of the use of additional functionalities/ plug-ins or any other means.

**12.27.** Client's Orders such as Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop are executed at the available prevailing market price. However, in the case of any communication or technical failure as well as any incorrect

reflection on the quotes feed (i.e. prices to freeze/to stop updating or price spikes), the Company reserves the right not to execute the order or in case the order was executed to change the opening and/or closing price of a specific transaction or to cancel the said executed order.

Internet, connectivity delays, and price feed errors sometimes create a situation where there is price latency on the Electronic Systems such that there is a disparity between the Company quoted prices and current market prices for short periods. Client expressly acknowledges and agrees that it shall not execute Transactions with the Company that rely on price latency arbitrage opportunities either by using additional functionalities/plugin-ins (i.e. Expert Adviser, etc.) or by any other means. If the Client acts in contravention of this paragraph the Company reserves the right to:

- a. make corrections or adjustments to the relevant Transaction execution prices to reflect what would have occurred had there been no price latency arbitrage; and/or
- b. cancel all the relevant Transactions; and/or
- c. terminate without notice the Client's Account with the Company; and/or
- d. charge an administration fee to the Client's Account that the Company will set in its sole and absolute discretion.

**12.28.** The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions. When the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue. It is the Client's responsibility to be aware of his positions at all times.

**12.29.** By entering into this Agreement, the Client acknowledges that he/she understands and agrees that the Company is the sole counterparty and therefore when the Company executes a transaction for (or with) the Client it may be engaging in a similar trading for (or with) other clients, Company's affiliated companies, or for own account, subject to the provisions of Applicable Regulation.

**12.30.** The Company has the right at its absolute discretion to increase or decrease the spreads of any Financial Instrument depending on the current market conditions and the characteristics of Client's order.

**12.31.** Trading operations using additional functions/plugin made available through the Electronic Trading Platform such as "Trailing Stop" or "Expert Adviser" are executed completely and exclusively under the Client's responsibility and at his/her own risk, as they depend directly upon the Client, and the Company bears no responsibility whatsoever. The Company reserves the right to accept or reject at its own discretion the use of additional functions/plugin of the Electronic Trading Platform and in case these additional functions/plugin affect the reliability and/or smooth operation and/or orderly of the Company's Trading Platform to immediately terminate by way of written notice the relationship with the Client.

## 12.a. Refusal to Transmit / Execute Order(s)

Without prejudice to any other provisions herein, Clients agree and understand that the Company has the right, at any time, without giving any notice and/or explanation, to refuse, at its own discretion, to transmit any Order for execution, and/or execute any Order and that the Clients have no right to claim any damages, specific performance or compensation whatsoever from the Company, in any of the following cases, including but not limited to:

- a. Whenever the Company deems that the transmission of the Order for execution and/or execution of the Order affects or may affect in any manner the reliability or smooth operation of the Company's Trading System;
- b. Internet connection or communications are disrupted.
- c. Whenever there are no available cleared funds deposited in the Client's Account to pay all the charges and required margin relating to the said Order;
- d. There is absence of essential detail of the Order;
- e. It is impossible to proceed with an Order regarding the size or price;
- f. Order has more than one interpretation or is unclear;

- g. It is impossible for the Order to be executed due to condition of the market, customs of a trading volume;
- h. The Company received from Client the notice on cancellation of the order;
- i. Forwarding of the notice on termination of the Agreement by either the Company or the Client;
- j. If any doubt arises as to the genuineness of the Order;
- k. Where the Company suspects that Clients are engaged in money laundering activities or terrorist financing or the Order aims to legalize the proceeds from illegal acts or activities (i.e. money laundering or terrorist financing);
- l. If the Order is a result of the use of inside confidential information (i.e. insider trading);
- m. In consequence of lawful claims or requirements of corresponding organized trading platforms, affiliates, introducers as well as in consequence of lawful claims of third parties;
- n. Where the legality of the Order is under doubt;
- o. In consequence of request of regulatory or supervisory authorities or a court order;
- p. Where the Order is placed in a manner and form not compliant with the Company's normal operations of business, or;
- q. When the underlying market is closed, and the Company does not receive liquidity from its Liquidity Provider(s)/Execution Venue(s);
- r. The Company acts as an agent to the Clients orders and received limitation from third parties in relation to such orders;
- s. A Force Majeure Event has occurred.
- t. In an Event of Default of the Client.

## 13. Corporate Events

**13.1.** The Client will not be entitled to interest and/or dividends and/or any voting rights and/or any other rights in connection to the underlying indices and/or their respective connected securities and/or funds in the Company's or Trader's Account. The Trader will only be entitled to the redemption of Trader's Equity. It is hereby clarified that the Company withholds the above-mentioned dividends in order to cover expenses for custodianship and other related expenses.

**13.2.** The Company reserves, in case of corporate event(s) as defined below, the right to one of the following procedures:

- a. If any underlying asset/security of the Financial Instrument offered by the Company becomes subject to a specific risk resulting in a predicted fall in value, the Company reserves the right to restrict short selling or even to withdraw the specific Financial Instrument from the Company's trading Platform.
- b. Determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any order) shall be at the Company's sole discretion and shall be conclusive and binding upon the Client. The Company shall inform the Client of any adjustment or amendment by written notice sent either by regular mail or email, or through the Electronic Trading Platform as soon as is reasonably practicable.
- c. In the case where the Client has any Open Positions on the ex-dividend day for any of the underlying assets/securities of the Financial Instrument, the Company has the right to close such positions at the last price of the previous trading day and open the equivalent volume of the underlying Financial Instrument at the first available price on the ex-dividend day. In this case, the Company will inform the Client of the said adjustment, by written notice sent either by regular mail or email, or through the Electronic Trading Platform as soon as is reasonably practicable, and no Client consent will be required.
- d. Close such positions at the last price of the previous trading day and open the equivalent volume of the Financial Instrument at the first available price on the ex-dividend day.
- e. Leave such positions open and incur all costs on the Client (important notice: while opening a "short" position on an underlying index and their respective connected securities that might be involved in a corporate event, the Company shall adjust the Client account with such cost and shall notify the Client as soon as reasonably practicable).

**13.3.** Corporate Events are the declarations by the issuer of a connected security to the underlying indices of the terms of any of the following but not limited to:



- a. A subdivision, consolidation or reclassification of shares, a share buy-back or cancellation, or a free distribution of shares to existing shareholders by way of a bonus, capitalization or similar issue, or distribution of dividend (in cash or otherwise);
- b. A distribution to existing holders of the underlying shares of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer equally proportionately with such payments to holders of the underlying shares, or securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe or receive shares, in any case of payment (in cash or otherwise) at less than the prevailing market price per share as determined by the Company;
- c. Any other event in respect of the shares analogous to any of the above events or otherwise having a diluting or concentrating effect on the market value of the shares.
- d. Any event analogous to any of the above events or otherwise having diluting or concentrating effect on the market value of any security not based on shares;
- e. Any event that is caused by a merger offer made regarding the company of the underlying asset/security; The Company bears no responsibility for notifying the Client regarding announcements of Corporate Events.

## 14. Authorized Person

**14.1.** The Company may allow a third party to act on behalf of the Client in all business relationships/activities with the Company as defined in this Agreement with the provision and execution of a Power of Attorney. The Company may allow and accept the Power of Attorney only when the Client's representative full identification documents are provided to the Company for review. In the case the Power of Attorney is of indefinite period, it will be considered valid by the Company and until the Client provides in writing his request to terminate the Power of Attorney.

**14.2.** In addition to the above, The Client has the right, at his own risk, to use a Power of Attorney to authorize a third person (representative) to act on behalf of

the Client in all business relationships with the Company as defined in this Agreement provided that:

- a. the Client has informed the Company in writing in such a manner as the Company may at any time determine,
- b. the authorized person has been approved by the Company
- c. that both the Client and the authorized person have fulfilled such conditions, including the execution of such document, that the Company may at any time and at its discretion determine.

**14.3.** Unless the Company receives a written notification from the Client for the termination of such representative authorisation, in such a manner as the Company may at any time determine, the Company may continue accepting instructions and/or Orders given by such representative on behalf of the Client, and the Client shall recognise such Orders as valid and binding. The written notification by the Client for the termination of the authorisation of the representative must be received by the Company with at least two (2) Business Days' prior notice.

**14.4.** The Company reserves the right at its discretion and without notice to the Client, to refuse to accept instructions from any authorized person and to consider the appointment of any such authorized person as terminated. Furthermore, the Company may, at any time and at its discretion, reject any existing and previously accepted power of attorney between the Client and any authorised representative, and may reverse any relevant Transactions and restore the affected Trading Accounts' Balance.

## 15. Acknowledgements of risks

**15.1.** The Services provided by the Company under the terms and conditions of this Agreement are only suitable for customers who understand the risks and have the experience in taking risks involved utilizing the Financial Instruments offered by the Company.

**15.2.** The Client unreservedly acknowledges and accepts that, regardless of any information which may be offered by the Company, the value of any investment

in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may be reduced to zero value.

**15.3.** The Client unreservedly acknowledges and accepts that it runs a great risk of incurring losses and damages as a result of the purchase or sale of any Financial Instrument via the Company and through the Trading Platform and accepts and declares that it is willing to undertake this risk.

**15.4.** The Client declares that it has read and understands and unreservedly accepts the following:

- a. Information of the previous performance of a Financial Instrument does not guarantee its current or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers.
- b. When a Financial Instrument is traded in a currency other than the currency of the Client's account currency, any changes in the exchange rates may have a negative effect on its value, price, and performance.
- c. A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.

Risks & Warnings associated with transactions in Forex, CFDs or any other derivative product

- a. Forex, CFDs or any other financial derivative product are highly speculative and are suitable only for those Customers who (a) understand and are willing to assume the economic, legal and other risks involved, and (b) are financially able to assume losses significantly in excess of margin or deposits.
- b. The Client should unreservedly acknowledge and accept that, regardless of any information which may be offered by the Company, the value of Forex, CFDs or any other financial derivative product may fluctuate downwards or upwards and it is even probable that the investment may

become of no value. As with any high-risk financial product, you should not risk any funds that you cannot afford to lose, such as your retirement savings, medical and other emergency funds, funds set aside for purposes such as education or home ownership, proceeds from student loans or mortgages, or funds required to meet your living expenses.

- c. The Client should unreservedly acknowledge and accept that he runs a great risk of incurring losses and damages as a result of the dealing in Forex, CFDs or any other financial derivative product and accepts and declares that he/she is willing to undertake this risk.
- d. The Client should take the risk that his/her trades in Forex, CFDs or any other financial derivative product may be or become subject to tax and/or any other duty for example because of changes in legislation or his personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Client should be responsible for any taxes and/or any other duty which may accrue in respect of his trades.
- e. The high degree of “gearing” or “leverage” is a particular feature of Forex, CFDs or any other financial derivative product meaning a relatively small movement in the underlying market can have a disproportionately effect on the Client’s trade.
- f. If the market moves against the client’s position, the client may be called upon to deposit substantial additional margin (funds), at short notice, to maintain his position. If the client fails to comply with a request for additional funds within the time prescribed, his position may be closed at a loss and he will be liable for any resulting deficit. You will be deemed to have received a notice requiring the payment of such funds, even if you are not at home or do not receive the messages we leave for you, if the notices are delivered to your nominated contact points.
- g. A loss (which may or may not result in a margin call) may require the Client to immediately provide additional funds to the Company to maintain the open positions. The Company may also change its rates of initial margin and/or notional trading requirements at any time, which may result in a change to the margin the Client is required to maintain.
- h. When trading Forex, CFDs or any other financial derivative product the Client will be charged an interest rate which mirrors the financing rate of actually borrowing the funds to invest. This means that if the Client

purchases or sells a Forex, CFDs or any other financial derivative product, the Client will be required to pay or receive a financing costs (SWAP) for the period during which the Client holds the position. However, the Client will not pay any financing costs if he opens and closes Forex, CFDs or any other financial derivative product position on the same day. This means that if the Client holds a long position for a certain period of time, the financing costs might become substantial. Details of financing fees applied are available on the Company's website and/or provided to the client during the account opening process.

- i. Forex, CFDs or any other financial derivative product are not suitable for 'buy and forget' trading or long-term positions. Each day the client maintains the position it costs money (if you are long), so there is a time when Forex, CFDs or any other financial derivative product become too expensive.
- j. Transactions in Forex, CFDs or any other financial derivative product are not undertaken on a recognized stock exchange or on a Multilateral Trading facility (MTF), rather they are undertaken through the Company's Trading Platform and, accordingly, they may expose the client to greater risks than regulated stock exchange transactions. The Trading Platform does not fall into the definition of a recognized stock exchange or of a Multilateral Trading facility (MTF) because the Company is always the counterparty in every client transaction. The terms and conditions and trading rules are established solely by the counterparty which in this case is the Company. The Client also has to close any position with the same counterparty with whom it was originally entered into, thus the Company.
- k. You have no rights or obligations in respect of the underlying instruments relating to your Forex, CFDs or any other financial derivative product.
- l. Where the Forex, CFDs or any other financial derivative product is settled in a currency other than your base currency, the value of your profit and loss may be affected by its conversion into the base currency.
- m. Where the Company provides generic market recommendations, such generic recommendations do not constitute a personal recommendation or investment advice and have not considered any of your personal circumstances or your investment objectives, nor is it an offer to buy or sell, or the solicitation of an offer to buy or sell. Each decision, by the Client, to enter into a Forex.

- n. CFDs or any other financial derivative product transaction with the Company and each decision as to whether a transaction is appropriate or proper for the Client is an independent decision by Client. The Company is not acting as an advisor. Client agrees that the Company has no liability in connection with and is not responsible for any liabilities, claims, damages, costs and expenses, including attorneys' fees, incurred in connection with Client following Company's generic trading recommendations or taking or not taking any action based upon any generic recommendation or information provided by the Company.
- o. There are no guarantees of profit nor of avoiding losses when trading Forex, CFDs or any other financial derivative product. Client has received no such guarantees from the Company or from any of its representatives. Client is aware of the risks inherent in trading Forex, CFDs or any other financial derivative product and is financially able to bear such risks and withstand any losses incurred.
- p. In case of any quoting error occur (including responses to Client requests, typing errors, etc), the Company is not liable for any resulting errors in account balances and reserves the right to make necessary corrections or adjustments to the relevant account.
- q. The Company may require the Client to pass through an appropriateness/suitability test during the application process and warns the Client, if on the basis of information provided, the trading on Forex, CFDs or any other financial derivative product is not appropriate based on the Client's profile.
- r. The client is obligated to keep passwords secret and ensure that third parties do not obtain access to client's online account. The client will be liable for trades executed by means of his password even if such use may be wrongful.
- s. Before the Client begins to trade, they should obtain details of all commissions and other charges for which the Client will be liable. If any charges are not expressed in money terms (but for example as a dealing spread), it is the Client's responsibility to request and obtain a clear written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.

- t. All relevant cost and charges will be provided by the Company or set out in the Company's website. Clients should be aware of such costs and charges that may influence the account profitability of the Client.
- u. The Client declares and warrants that he/she has read, understood and accepts the following:
- Information of the previous performance of a Financial Instrument does not guarantee its current and/or future performance. The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said information refers.
  - Some Financial Instruments may not become immediately liquid as a result e.g. of reduced demand and the Client may not be in a position to sell or buy them or easily obtain information on the value of these Financial Instruments or the extent of the associated risks.
  - When a Financial Instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance.
  - A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.
  - A derivative financial instrument (i.e. option, future, forward, swap, contract for difference) may be a non-delivery spot transaction giving an opportunity to make profit on changes in currency rates, commodity or indices.
  - The value of the derivative financial instrument may be directly affected by the price of the security or any other underlying asset which the object of the acquisition is.
  - In the case of CFDs with underlying asset is a virtual currency, there might be sudden changes in prices of certain instruments which may result in significant loss over a short period of time. In addition, CFDs on virtual currencies may be subject to large price fluctuations and in some instances, due to the early stages of their lifecycle, they may lose entire value. The Client must not purchase a derivative

financial instrument unless he is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses incurred.

- In case of a Force Majeure Event the Customer shall accept the risk of financial losses.
- The Client acknowledges and accepts that there may be other risks which are not contained above.

## 16. Client's warranties & Representations

The Client warrants and represents to the Company that:

- a. The Client has read and fully understood the terms of this Agreement.
- b. The Client is Legally of Age as defined in this Agreement, is of sound mind and capable of taking responsibility for its actions.
- c. The Client is duly authorized to enter into this Agreement, to give Orders, appoint an Authorized Person and to perform its obligations hereunder.
- d. The Client is the individual who has completed the Account Opening Process or, if the Client is a legal entity, the person who has completed the registration on the Client's behalf is duly authorized to do so and has the authority to bind that legal entity to this Agreement.
- e. The Client is not an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company, other entities in the Company's group or any affiliate thereof.
- f. The Client is not an employee of any firm whose securities are an underlying asset of a CFD offered by the Company or of an exchange in which the Underlying Asset is traded.
- g. The Client is fully aware that there is a risk of losing money when trading Financial Instrument and is fully responsible for any such loss. In relation to Client's losses, it shall have no claims whatsoever against the Company or any of its partners or their respective directors, officers or employees.
- h. All details provided by the Client to the Company either during the Account Opening Process, in relation to an Authorized Person or at any time thereafter, including as part of any payment deposit transaction, are true, current, correct and complete and match the name(s) on the



credit/debit card(s) or other payment accounts to be used to deposit or receive funds in the Client's Account.

- i. All actions performed under this Agreement will not violate any law, regulations or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected.
- j. The Client has chosen the particular type of service and Financial Instrument, taking its total financial circumstances into consideration which it considers reasonable under such circumstances.
- k. The Client is not a Politically Exposed Person and will promptly notify the Company if at any stage during the course of this Agreement he or she becomes a "Politically Exposed Person". For the purpose hereof, a "Politically Exposed Person" shall mean: an individual who is or has been entrusted with prominent public functions and members of his immediate family, or persons who are known to be close associates of such individuals. PEPs may be domestic or foreign and generally comprise persons who are Heads of State/government, cabinet ministers/secretaries of state, judges (including magistrates where they exercise enormous jurisdiction), senior political party functionaries and lower political party functionaries with an influencing connection in high ranking government circles, military leaders and heads of police and national security services, senior public officials and heads of public utilities/corporations, members of ruling royal families, senior representatives of religious organizations where their functions are connected with political, judicial, security or administrative responsibilities. The Client acts for itself and not as a representative or a trustee of any third person, unless the Client produced, to the satisfaction of the Company and at its sole discretion, a document and/or powers of attorney enabling the Client to act as representative or trustee of any third person.
- l. All funds deposited by the Client in the Account belong to the Client, are free of any lien, charge, pledge and any other encumbrance and were not obtained by the Client, either directly or indirectly, from illegal activity. If the company reasonably suspects that the client is in breach of the above warranty, it may, without derogating from its other rights under this agreement and applicable law, to freeze the Account, either by prohibiting

- additional deposits, declining Order and/or declining or delaying any withdrawal requests, terminating existing Positions and/or any other means it is allowed or required to take under Applicable Law. The Client agrees that the Company shall not be liable for any loss, damage, or expense of any kind which the Client may suffer as a result of such cases.
- m. The Client acknowledges that all Transactions will be performed only through the Trading Platform provided by the Company and the Financial Instruments are not transferable to any other Trading Platform whatsoever.
  - n. The Client agrees not to use the Trading Platform and/or give an Order or enter into Transaction within the definition of market abuse or in any other abusive way, including lag trading and/or usage of server latency, price manipulation, time manipulation, scalping or any other practices which are illegal and/or are utilized to give the Client an unfair advantage or which the Company considers at its sole discretion as inappropriate and outside the scope of this Agreement and/or as unfair business conduct. Such practices may further include holding long and short Positions in the same or similar instruments at similar times, including through different accounts, accounts held with different entities connected to the Company or together with others, for the purpose of manipulating or taking advantage of the Company or any of the services and benefits it may offer.
  - o. The Client shall not use any software for the purpose of automatic/algorithm trading in the Account, without express approval from the Company. Furthermore, the Client shall not use or allow the use of any device which performs transactions, in any manner obstructs and/or interferes with the regular and ordinary carrying out of such transactions as contemplated by the Company (i.e. using expert advice software, auto clicker and similar software) without prior company approval.
  - p. The Client shall not allow any third party (including a relative) other than an Authorized Person to use its Account, Access Codes or identity to access or use the Services (including by depositing funds from third parties) or the Trading Platform and the Client shall be fully responsible for any activities undertaken on its Account by a third party using the Client's Access Codes.

- q. The Client is solely responsible for any telecommunications networks and Internet access services and other consents and permissions required in connection with its use of the Website, the Trading Platform, and the Services. Client shall be responsible for all access and service fees necessary to connect to the Website and the Trading Platform and assumes all charges incurred in accessing such systems. The Client further assumes all risks associated with the use and storage of information on its personal computer or on any other computer or electronic device through which the Client will gain access to the Website, the Trading Platform, and the Services.
- r. The Client will implement, operate, and maintain appropriate protection in relation to the security and control of access to its computer, and against computer viruses or other similar harmful or inappropriate materials, devices, information, or data.
- s. The Client shall not use any electronic communication feature of a service on the Website for any purpose that is unlawful, tortuous, abusive, and intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening or hateful.
- t. The Client shall use the Services only in good faith. In the event that the Company deems that the Client has been using the Services in bad faith the Company shall have the right to close the Client's Account and the Company shall be entitled to retain all monies therein. Client hereby expressly waives any future claims against the Company in such regard.
- u. The Client will not commit any acts or display any conduct that damages the reputation of the Company.
- v. The Client's use of the Website is subject to the Website's Terms of Use which are available in the Website and constitute an integral part of this Agreement.

## 17. Fees, Commissions, Charges, Inducements and Other Costs

**17.1.** Clients are obliged to pay to the Company commissions, fees, charges and other costs as described in this Agreement, Trading Platform and/or on the Company's Website.

**17.2.** The Company reserves the right to amend and change the amount of fees, commissions, charges and other costs at any given time without prior consultation, consent from and/or notice to Clients. Clients are responsible to read and review the Company's Contract Specifications found in the Trading Platform and/or Company's website for any updates.

**17.3.** The Company may deduct any sum, which is payable and due to it from the Client from any funds held in the Client's Bank Account on behalf of the Client. The Company further reserves the right to combine or make internal transfers between any of the Client's Trading Accounts as well as to close any open positions of the Client in order to settle any obligations owed by the Client to the Company.

**17.4.** Financing Fee(s) are based on prevailing market interest rates, which may vary over time. In the case of financing fee(s) the value of opened positions in some types of Instruments through the Company's MT4/5 Trading Platform is increased or reduced by a daily financing fee "swap rate" throughout the life (i.e. duration) of the contract including Company's fee for having a position opened overnight. The Company at its own discretion may change the level of 'swap rate' at any given time and Clients acknowledge that notification of such change will take place on the Company's Trading Platform and Main Website. Details of daily financing fees applied are available on the Company's Trading Platform and the main website. In the event that the Company suspects that the client has engaged in Trading Abuse, the former has the right to amend the swap rates of a specific Client and this right is without prejudice to the Company's rights conferred to the Company by virtue of this Agreement. Clients shall pay interest (accruable on daily basis) on any amounts due at a rate that is reasonably determined by the Company as representing the cost of funding such overdue amounts. The Company in the event that the Clients fail to make the relevant payment within the given deadline, may also proceed with the sale of Financial Instruments from the Clients Trading Account without notice unless otherwise agreed between the Parties. If such an agreement is in place between the Parties, the Company will proceed with such notification either orally, via e-mail or through the Company's Trading Platform.

**17.5.** Costs for opening a position in some types of Financial Instruments the Client may be required to pay commission, the amount of which is disclosed on the Company's Trading Platform and on the Legal Documentation of the main Website. Commissions may be charged either in the form of a percentage of the overall value of the trade or as fixed amounts.

**17.6.** Clients acknowledge they shall pay all stamp expenses relating to this Agreement and any documentation, which may be required for becoming Company's Clients or the carrying out of the transactions under this Agreement.

**17.7.** Clients acknowledge that the Company bears no responsibility in paying Clients' tax obligations in relation among others to income tax or any other tax imposed by their jurisdiction as a result of profits and/or trading in Financial Instruments.

**17.8.** The Company may deduct or withhold any type of tax from any payment made by or to the Client if there is an obligation to do so under applicable rules and regulations.

## 18. Inactive and Dormant Client Trading Accounts

If over a period of three (3) calendar months no deposit and/or trading performed on a Client's trading account, the account will be considered as "inactive" or "dormant".

If the client is considered dormant as stated above, the Company will charge:

- a. A monthly inactivity fee of USD 15 will be charged and debited from the assets held in the account;
- b. A monthly inactivity fee is debited from the assets until the assets are used up; After the period of twelve months and if no login is detected on a continuous basis inactivity fees may be increased over time;

The deduction will take place on the last day of every month, until the balance of the Dormant Account has reached zero (0).

Where a client had more than one (1) trading accounts and at least one of his/her trading accounts was active, then no inactivity fee applied even where one or more of the client's trading accounts was deemed inactive;

Dormant Accounts with a zero (0) balance will be de-activated and will be archived.

In the event that the Client wishes to re-activate his/her Trading Account, that is, deposit new funds and/or start trading, within the timeframe during which the Dormant Account inactivity fee is being applied, we will cease to deduct the inactivity fee, but we will not refund any fees deducted from the Client Account(s).

## 19. Company Liability

**19.1.** The Company shall conclude Transactions in good faith and with due diligence but shall not be held liable for any act, omission or fraud by any person, firm or company from whom the Company receives instructions for the execution of the Client's Orders or from which Transactions are carried out on behalf of the Client, unless to the extent where this would be the result of gross negligence, deliberate omission or fraud on the part of the Company. Without derogating from the above, the Company's aggregate liability towards the Client in respect of claims of the Company's gross negligence, deliberate omission or fraud will be limited to the aggregate amount of the deposits less withdrawals made by the Client in the relevant Account.

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

**19.3.** The Client agrees to fully indemnify, defend and hold the Company, its partners and their respective companies and their respective officers, directors and employees harmless immediately on demand from and against all claims, demands liabilities, damages, losses, costs and expenses, including legal fees

and any other charges whatsoever, howsoever caused, that may arise as a result of: (i) the execution of this Agreement; (ii) the provision of the Services; (iii) any breach of this Agreement by the Client; (iv) violation by the Client of any law or regulation or the rights of any third party; (v) use by the Client or an Authorized Person of the Services or Trading Platform or use by any other person accessing the Services or Trading Platform using Client's or Authorized Person's Access Codes; or (vi) Orders or instructions provided by the Client or an Authorized Person or any other person claiming to act in Client's name.

**19.4.** In addition to any other remedy available, if the Client breaches any of these terms and conditions of this Agreement or the Company has reasonable grounds for suspecting that the Client had breached the terms and conditions of this Agreement, in addition to any other remedies available to the Company, the Company may retain any positive Balance then existing in the Client's Account on account of any damages or other amounts owed by the Client to the Company pending investigation or the conclusion of any legal proceedings. Failure to comply with this Agreement may also result in disqualification, Account closure or legal action being taken against the Client.

**19.5.** The Company shall not be held liable for any loss which is the result of deceit in relation to the facts or mistaken judgment or any act done or which the Company has omitted to do, whenever and however it arose.

**19.6.** The Company shall not be held liable for any damage caused to the Client as a result of any acts, omissions, negligence, or fraud by the institution where the Client's bank account is maintained.

**19.7.** The Company shall not be held liable for the loss of Financial Instruments and funds of the Client, including the cases where the Client's assets are kept by a third party such as a bank or other institution used as a payment provider, or for an act, which was carried out based on inaccurate information at its disposal prior to being informed by the Client, of any change in the said information.

**19.8.** Although the Company takes all reasonable steps and makes such general enquiries from readily available sources to ensure to the best of their ability that the Banks it transacts its business through or in which deposits of Client monies

are made, the Company cannot guarantee and therefore accepts no liability for the financial standing of any bank or other regulated financial institution in which such deposits are made and accepts no responsibility in the event of liquidation, receivership or otherwise failure of such bank or institution which leads to a loss of all or any part of the funds deposited with them.

**19.9.** The Company shall not be held responsible or liable in the case of delays or other errors caused during the transmission of Orders or messages via the Internet or other communications network, as well as for damage which may be caused by the non-validity of securities, or a mistake in the Balance. The Company shall not be held responsible or liable for information received via the Internet or other communications network or for any loss which the Client may incur as a result of inaccurate information.

**19.10.** The Company shall not be liable to the Client or any third party in contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from or in any way connected with the Client's, or any third parties, use of the Trading Platform or the Services, whether direct or indirect, including, without limitation, damage for loss of business, loss of profits (including loss of or failure to receive anticipated profits), business interruption, loss of business information, or any other pecuniary or consequential loss (even where the Company has been notified by the Client of the possibility of such loss or damage).

**19.11.** The Company shall not be liable in contract, tort, negligence, or otherwise, for any loss or damage whatsoever arising from or in any way connected with the Client's use, of any link contained on the Website. The Company is not responsible for the content contained on any Internet site linked to from the Websites or via the Trading Platform.

**19.12.** The Client confirms that the Company shall not be liable to the Client or any third party for any modification to, suspension of or discontinuance of the Services.

**19.13.** Nothing in this Agreement will operate so as to exclude any liability of the Company for fraud, death or personal injury that is caused by the Company's negligence.



## 20. Events outside of our Control

There are instances, amongst others, where The Company may, in its reasonable opinion, determine that:

- a. an event outside its control has occurred; or
- b. an event where it was beyond The Company's reasonable control to be prepared for, or prevent has occurred; or
- c. an event outside our control is reasonably likely to occur, or is imminent; or
- d. an event which we cannot be expected to be prepared for has occurred or may occur; or
- e. an event which prevents us from providing our services to the Client in an orderly manner has occurred or may occur, (each a 'Specific Event').

Where a Specific Event is triggered, The Company may act as we, in our sole opinion, deem fit in the circumstances.

Specific Events such as the ones described here, include but are not limited to any events which prevent the Company from performing all or any of its obligations, any event which is attributable to any act, omission or accident outside our control. Such Specific Event may include but shall not be limited to:

- a. Any natural, technological, political, governmental, social, economic, act of god, pandemic, civil emergency, act of terror, interruption or failure of utility service;
- b. non-performance by a third party, destruction caused by man or similar event which is outside the reasonable control of the Company;
- c. instances of illegitimate actions, errors, failures, disruptions in our systems, technological or other infrastructure (irrespective if it belongs to The Company or a third party) against the The Company servers that may be outside the control of The Company;
- d. changes in applicable legislation, any action of an official body or any other change in the legal or regulatory obligations of the Company;
- e. an act or omission by any financial or other institution that The Company is unable to predict and or prevent,

- f. any event that prohibits the Software or the systems to operate on an orderly or normal basis;
- g. volatility or instability in the financial market or the industry as a whole, preventing us from providing our services in an orderly manner, including any instances where we are unable to receive data, and/or we receive incorrect data;
- h. any other event and/or circumstance.

If the Company determines that a Specific Event has been triggered, without prejudice to any other rights of The Company under the Agreement or the law, the Company may:

- a. inform you, if we have sufficient time to inform you; and/ or
- b. increase margin requirements; and/ or
- c. increase spreads; and/ or
- d. decrease leverage; and/or
- e. close-out any open positions at a price that the Company considers reasonable; and/ or
- f. combine or close any open positions at VWAP; and/ or
- g. request amendments to any closed positions; and/ or
- h. suspend or limit or restrict the provision of investment and/ or ancillary services to the Client; and/ or
- i. amend any of the content of the Agreement on the basis that it is not reasonable for The Company to comply with it; and/ or
- j. cease trading; and/ or
- k. prohibiting you from accessing or using the trading platforms or Accounts or systems; and/or
- l. make any necessary deductions; and/or
- m. allow close-only functionality; and/ or
- n. refuse or delay effecting your request for a withdrawal of money from your Account(s); and/or
- o. impose special or different terms regarding any orders of the Client with regards to the order size, volatility or liquidity, amongst others; and/or
- p. remove any products or change any contract specifications or remove the ability to place any orders; and/or
- q. exercise any right available to the Company in this Agreement.

The Company will exercise all necessary endeavours to resume the orderly provision of our services as soon as possible. If this is not possible at all, we will inform you of the necessary actions to be taken. If the Company is unable to perform any obligation pursuant to the Agreement, The Company shall not be considered as having breached the Agreement.

## 21. Complaints Procedure

If any conflict situation arises when the Client reasonably believes that the Company as a result of any action or failure to act has breached one or more of the terms of the Operative Agreements, the Client has the right to lodge a complaint with the Company within 10 (Ten) working days after the occurrence of the event.

To file any complaint, the Client shall fill send an email to [jpsupport@swifttrader.com](mailto:jpsupport@swifttrader.com) by using the registered email address which the client has opened an account with the Company. The complaint shall include:

- a. name and surname of the Client (or company name if the Client is a legal entity);
- b. Account number
- c. details of when the conflict first arose (date and time in the trading platform time zone);
- d. ticket of the position and/or Pending Order;
- e. description of the disputed situation with references to the appropriate clause(s) of these Terms of Business which the Client believes to have been breached.

The complaint must not include:

- a. emotional description/assessment of the conflict situation;
- b. offensive language;
- c. obscenities;
- d. threats

The Company has the right to dismiss a complaint in case it does not comply with the requirements set out above.

Disputes not mentioned in the Legal Documents are resolved in accordance with the common market practice and at the sole discretion of the Company.

If the Quotes Flow has been interrupted due to a software and/or hardware failure, all decisions in regard to the Dispute shall be made on a basis of the live Server's Quotes Base synchronized in accordance with the Terms of Business.

The Company shall not be liable to the Client if for any reason the Client has received less profit than the Client had hoped for or has incurred a loss as a result of uncompleted action which the Client had intended to complete.

The Company shall not be liable to the Client in regard to any indirect, consequential or non- financial damage (emotional distress, etc.).

The Company reserves the right to independently launch an inquiry or to resolve a dispute in accordance with these Terms of Business. In such cases, the maximum time period for considering a dispute and taking steps towards its resolution is 5 days. However, in some cases, this period may be extended.

The Server Log-File is the most reliable source of information in a case of any Dispute. The Server Log-File has the absolute priority over other arguments including the Client Terminal Log-File as the Client Terminal Log-File does not register every stage of the execution of the Client's Instructions and Requests.

If the Server Log-File has not recorded the relevant information to which the Client refers, the argument based on this reference may not be considered.

The Company has the right to choose the method of Dispute resolution at its sole discretion.

The Compliance Department shall consider any Client's complaint or Dispute and endeavour to investigate any Dispute or complaint as soon as reasonably practicable. All complaints will be considered within 5 (five) Business Days from the day the complaint is received. In certain situations, this deadline may be extended.

## 22. Force Majeure

Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay beyond the Company's reasonable control in performing its obligations and duties under this Agreement where such failure, interruption or delay is due but not limited to:

Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity or political crisis that in the Company's opinion, prevents it from maintaining an orderly market in one or more of the Financial Instruments in respect of which it deals on the Platform;

Postal or other strikes or similar other industrial actions or disputes;

Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the Company to offer its Services;

Labor disputes and lock-out which affect the operations of the Company;

Suspension of trading on a market or the liquidation or closure of any market, or the fixing of minimum or maximum prices for trading on a market to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;

A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;

Breakdown, failure or malfunction of any electronic equipment, network and communication lines (not due to the bad faith or wilful default of the Company),

hacker attacks and other illegal actions against the Company's server and Online Trading System, or

Any event, act or circumstances not reasonably within our control and the effect of that event(s) is such that we are not in a position to take any reasonable action to cure the default.

The occurrence of excessive movement in the level of any transaction and/or Underlying Asset or Market or the Company's anticipation (acting reasonably) of the occurrence of such a movement;

The failure of any relevant supplier, Financial Institution intermediate broker, Liquidity Provider, agent or principal of the Company, custodian, sub-custodian, dealer, Exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations;

If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any or all of the following steps:

- a. Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;
- b. Suspend, freeze or modify any or all terms of this Agreement to the extent that the Force Majeure makes it impossible or impractical for the Company to comply with them;
- c. Take or omit to take all such other actions as the Company deems to be reasonably appropriate with regards to the position of the Company, the Client and other Clients.
- d. Shut down the Platform(s) in case of malfunction for maintenance or to avoid damage;
- e. Cancel any Client Orders;
- f. Refuse to accept Orders from Clients;
- g. Inactivate the Client Trading Account;
- h. Increase Margin requirements without notice;
- i. Increase Spreads;
- j. Decrease Leverage;

- k. Amend the Stop Out Level.

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

## 23. Events of Default

**23.1.** Each of the following constitutes an “Event of Default”:

- a. In the case the Client becomes deceased, declared absent or become of unsound mind;
- b. If an Order is made or a resolution is passed for the Client’s winding-up or administration (other than for the purposes of amalgamation or reconstruction);
- c. If an application is filed in respect to the Client for any action pursuant to any bankruptcy acts or any equivalent act, including those of another country, applicable to the Client or if a partnership, to one or more of the partners, or a company, a trustee, administrative receiver or similar officer is appointed;
- d. If the Company has reliable information that a material adverse change in the Client’s financial condition has occurred or the Client may not perform his obligations under the Agreement or does not provide to the Company adequate assurance of his ability to perform his obligations within 24 hours after receipt of the relevant request from the Company;
- e. The Company receives notice of termination by a competent authority or body;
- f. Client violates any provision of this Agreement or any other Agreement and it is in the Company’s opinion that the Agreement cannot be implemented;
- g. If any of the representations or warranties given by the Client are/or become untrue;
- h. Client does not have the authority to transact business with the Company or to do so in the manner in which the Client customarily conduct business with the Company;

- i. Client fails to provide adequate documentation with regards to the Know-Your-Client (KYC) and Anti-Money-Laundering regulations the Company has to follow;
- j. Client fails to make any payment or fail to perform any other act required by the Agreement;
- k. In cases of any material violation by the Client of the requirements established by any legislation.
- l. If scalping or any other unauthorized and abusive trading activity/strategy is performed on the Company's Trading Platform, automated or manually including but not limited to misuse of deposited and promotional/bonus funds, swap arbitrage, bonus arbitrage, cash-backs, internal, external hedging, Pip- hunting, placing orders prior to the release of financial data, manipulations or a combination of faster/slower feeds, gain profit from the Company possible systems bugs and/or weaknesses and/or malfunction, and/or abuse of the Company's 'no negative equity' policy and abusive trading aimed towards riskless profit;
- m. If a Client involves the Company directly or indirectly in any type of fraud in which the Company or other Company's Clients interests are placed at risk prior to terminating this Agreement;
- n. The Company has reasonable grounds to believe that the Client's trading activity affects in any manner the reliability and/or smooth and/or orderly operation of the Company's Trading Platform.
- o. If the Company identifies and/or has suspicions that the Client performs any trades and/or the trading activity of the Client is such, that results in an exploitation and/or abuse, including hedging practices, Credits and/or otherwise acts in a manner that exploits and/or abuses and /or manipulates the daily and weekend market breaks (i.e., timeframes outside of the trading times as specified in the Company's website for certain financial instruments) , the Company reserves the right to suspend and/or block and/or close the Client's trading account and/or trading accounts held with the Company, along with any linked accounts, cancel any pending transactions and/or trades, nullify any profitable trades, and return to the Client their remaining balance, if available. Under such circumstances, the Client acknowledges and agrees that the Company shall have no responsibility for any losses incurred to the Client whatsoever. The Client further acknowledges and agrees that any dispute



arising out from such fraudulent trading activity shall be resolved by the Company in its sole and absolute discretion, and any decision taken by the Company shall be final and binding to the Client.

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

- a. Terminate this Agreement immediately without prior notice to the Client.
- b. Cancel any Open Positions.
- c. Convert any currency;
- d. Temporarily or permanently bar access to the Platform(s) or suspend or prohibit any functions of the Platform(s).
- e. Reject or Decline or refuse to transmit or execute any Order of the Client.
- f. Restrict the Client's trading activity.
- g. Apply any of Client's funds and the proceeds of any Transaction in satisfaction of the amount owing to the Company, including amounts due in respect of settlement, fees, commissions and interest;
- h. Keep such Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations the Client may have, including, without limitation, the payment of any amount which the Client owes to the Company under the Agreement or;
- i. Reverse and/or cancel all previous transactions on the Client's account;
- j. In the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country.
- k. Cancel or reverse any profits gained through abusive trading or the application of artificial intelligence on the Client Trading Account.
- l. Combine any Trading Account opened in the name of the Client in order to consolidate account balances and set off those balances.

## 24. Prohibited Use

**24.1.** Illegal Funds and Unlawful Activities: the Client declares that in addition to the warranty provided by the Client regarding funds not being directly or indirectly proceeds of any illegal act or omission, the Client will not use the Services or Trading Platform in any way as a money transfer system. The Client

will not use the Services for any unlawful or fraudulent activity or prohibited transaction (including money laundering) under the laws of any jurisdiction that applies to the Client. If the Company has a suspicion that the Client may be engaging in or have engaged in fraudulent, abusive, unlawful or improper activity, including, without limitation, money laundering activities or engaging in a transaction out of market rates, or conduct otherwise in violation of this Agreement, the Client's access to the Services and Trading Platform may be terminated immediately or the Client's Account shall be blocked. If the Client's Account is terminated or blocked in such circumstances, the Company is under no obligation to refund to the Client any funds that may be in the Client's Account. In addition to terminating the Client's access to the Services and Trading Platform and blocking the Client's Account, the Company reserves the right at its sole discretion to prevent the Client from accessing any of the Company's other websites or servers, or accessing any other services offered by the Company. The Company shall be entitled to inform relevant authorities, other online service providers and banks, credit card companies, electronic payment providers or other financial institutions (together "Interested Third Parties") of the Client's identity and of any suspected unlawful, fraudulent or improper activity and the Client will cooperate fully with the Company to investigate any such activity.

**24.2.** In order to use this service, users must not have the acts listed below. If the following acts are found, we might unconditionally stop or remove the use, we may also freeze the reward. It shall be processed by a legal action in some cases. The judgment about the presence or absence of prohibited acts is done in our company. It is assumed that it does not require any explanation of the content and rationale to the user.

- The act of a person to use other than the account holder.
- The act of using one account with multiple names.
- The act of the registered user as a user who does not exist.
- The act of user registration under the age of 18 years old.
- The act of registration of an anti-social person, ex-convict, and violators of laws and regulations and appropriately prohibited by our company.

- The act to be registered without the consent of such legal representative at the time of application of either incompetent individual or quasi-incompetent person.
- In the user registration, the act to be registered in the state of omissions by false statements, clerical error, or intended to report matters.
- In the type of one registration, the act of the same person having two or more accounts (except when the Company has recognized special case)
- Illegal or act of suspicious activity.
- Trade acts that earn unjustly trade rewards.
- Trade acts that are regarded as inappropriate at our discretion.
- Having deposits to two merchants (or multiple trader), conducts hedge trading.
- Conducts hedge trading by having multiple accounts in our company.
- Conducting repeated deposits and trading at the same time with a third party and conducting withdrawals at the same time.
- Trading regarded as malicious that were aimed the blind spot of providing systems and services.
- During economic indicators, such as announcement of American employment statistics, as well as government and central bank intervention, transactions regarded as malicious aimed only at the timing of rapid market changes.
- Trading by huge number of Lots without prior notice.
- Regardless of the intentional negligence, the act to interfere with the Company's operation.
- The act of infringement of the Company and copyright and other rights of subcontractors.
- The act that beget disadvantages by slandering or damaging the honor of the Company or a third party.
- Acts of copyright such as other intellectual property rights, of moral rights such as portrait rights, infringement of other legal rights or worthy of protection rights, or any act in violation of the relevant laws and regulations.
- Act of infringement of a third party's privacy.
- Acts misleading to the judgment of consumers, or the act when the customer's judgment is determined undesirable and the Company have to do the judgment.

- Acts of anti-social behavior and acts appropriately prohibited by our company or violations of laws and regulations.

**24.3. Circumvention:** The Company has developed and/ or employ sophisticated proprietary technology intended to seek out and identify users making fraudulent or unlawful use of the Services or Trading Platform. The Client shall not break into, access, or attempt to break into or access or otherwise circumvent the Company's security measures. If, the Company believes, in its sole discretion, that the Client is in breach of this Section, the Company may terminate the Client's access to the Services immediately or have the Client's Account blocked, and the Company may inform Interested Third Parties of the Client's breach of this Section.

## 25. Duration of this Agreement and Amendment thereof

This Agreement shall take effect upon the Client accepting it on the Company's Website and shall be valid for an indefinite time period until its termination in accordance with the terms of this Agreement.

This Agreement may be amended, modified, updated or changed unilaterally by the Company (i) if such amendment is necessary following an amendment of the Laws and Regulations or if the Mwali International Services Authority or any other regulatory authority issues decisions or binding directives which affect this Agreement; or (ii) for any reason which the Company may decide in our sole discretion. In any such case, the Company shall notify the Client of the said amendment either in writing or per electronic mail or through the Website, or through the Trading Platform and the Client's consent shall not be required for any such amendment. The sole right granted for the Client in case of unilateral amendment of this Agreement, shall be the Client's right to terminate this Agreement within 15 days from the notification by sending a registered letter and on the condition that all pending transactions on behalf of the Client shall be completed. Upon expiry of the above deadline without the Client having raised any objection, it shall be considered that the Client consents or accepts the content of the amendment.

## 26. Termination

**26.1.** The Client has the right to terminate this Agreement by giving the Company at least seven 7 days written notice, specifying the date of termination in such, on the condition that in the case of such termination, all Client's Positions shall be closed by the date of termination. The first day of the notice for this section shall be deemed to be the date such notice has been received by the Company.

**26.2.** The Company may terminate the Agreement by giving the Client at least seven 7 days written notice, specifying the date of termination therein.

**26.3.** The Company may terminate this Agreement immediately in the following cases: i) if the Client's use of the Services or the Trading Platform has been improper or breaches the spirit of this Agreement; ii) if the Client's Account is associated in any way with any account which has been terminated. If an Account is associated with, or related to, any existing blocked accounts, Company may terminate an Account irrespective of the nature of this relationship and the Access Codes provided in relation to said Accounts; iii) death of the Client; iv) if any application is made or any order is issued or a meeting is convened or a resolution is approved or any measures of bankruptcy or winding up of the Client are taken; v) such termination is required by any competent regulatory authority or body; vii) The Company believes that the Client has violated or violates any provision of this Agreement; viii) in the Company's sole discretion this Agreement cannot be implemented; ix) the Client violates any law or regulation to which it is subject, including but not limited to, laws and regulations relating to exchange control and registration requirements; x) the Client involves the Company directly or indirectly in any type of fraud (all of the above, "Events of Default").

**26.4.** The termination of this Agreement shall not in any case affect the rights which have arisen, existing commitments or any contractual provision which was intended to remain in force after the termination and in the case of termination, the Client shall pay any i) pending fee of the Company and any other amount payable to the Company; and ii) any charge and additional expenses incurred or to be incurred by the Company as a result of the termination of this Agreement; and (iii) any damages which arose during the

arrangement or settlement of pending obligations, and iv) funds as necessary to close Positions which have already been opened; and v) any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf; and vi) any damages which arose during the arrangement or settlement of pending obligations; and vii) transfer fees for Client funds, and the Client shall have no claims against the Company in such regard.

**26.5.** The Company reserves the right at its sole discretion to reverse all previous Transactions which places the Company's interests or all or any its clients' interests at risk before terminating this Agreement.

**26.6.** Upon termination of this Agreement, the Company shall immediately hand over to the Client the Client's assets in its possession, provided that the Company shall be entitled to keep such Client's assets as necessary to close Positions which have already been opened or pay any pending obligations of the Client, including, without limitation, the payment of any amount which the Client owes to the Company under this Agreement, and shall have the right to initiate the following actions: i) combine any Accounts, consolidate the Balances in such Accounts and to setoff those Balances; ii) close any or all Positions; iii) close the Account; iv) cease to grant the Client access to the Trading Platform; v) convert any currency; vi) suspend or freeze or close any Position or reject Orders; vii) refuse to open new accounts for the Client.

**26.7.** The right to terminate this Agreement contained in this Section 23 shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

**26.8.** Upon the termination of this Agreement for any reason, except as otherwise provided in this Agreement and subject to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.

## 27. Relationship between The Company and the Client

**27.1.** The Company reserves the right to use, employ or appoint third qualified and duly trained persons for the purpose of mediating in the execution of Orders and the conclusion of Transactions for the Client.

**27.2.** The Company declares that it takes all necessary measures, where possible, in order to anticipate or solve any conflicts of interest between, on the one hand itself and its associated persons and clients and on the other hand, its Clients. However, the Company draws the Client's attention to the following possibilities of a conflict of interest:

- a. The Company or any associated company or any company which is a member of the group of companies to which the Company belongs to, might:
  - I. Enter itself into an agreement with the Client in order to execute his Order;
  - II. Be an issuer of the underlying assets or future contract on which the Financial Instruments in which the Client wishes to conclude a transaction is based;
  - III. Act on its behalf or for another client as purchaser or seller or may have an interest in the underlying assets or future contract on which the Financial Instruments of the issuer in which the Client wishes to conclude a transaction is based; or
  - IV. Act as an agent, or have any trading or other relationship with any issuer of the underlying assets or future contract on which the Financial Instrument is based;
- b. The Company may execute different orders (even contrary to one another) on behalf of different clients.
- c. The Company may mitigate the risk associated with the Client's transactions with, and obtain coverage for such risk from, any company which is a member of the group of companies to which the Company belongs.

## 28. Dealing with Client's information

In dealing with the Client's information, the Company shall act in accordance with the terms of its Privacy Policy which constitutes an integral part of this

Agreement and is available in the Website.

The Company shall have no obligation to disclose to the Client any information or take into consideration any information either when making any decision or when it proceeds to any act on behalf of the Client, unless otherwise expressly cited in this Agreement and where this is imposed by the relevant Laws and Regulations in force.

The Company has the right at its sole discretion, without informing the Client beforehand, to disclose such details of the Client's transactions or such other information as it may deem necessary in order to comply with any requirements of any person entitled to require such a disclosure by law or with any Company obligation to proceed to the said disclosure to any person.

The Company will handle all of Client's personal data according to the relevant Laws and Regulations for the protection of personal data.

## 29. Notices

Unless the contrary is specifically provided, any notice, instructions, authorizations, requests or other communications to be given to the Company by the Client under this Agreement shall be in writing and shall be sent to the Company's address (as detailed below) or to any other address which the Company may from time to time specify to the Client for this purpose and shall take effect only when actually received by the Company, provided they do not violate and are not contrary to any term of this Agreement.

Notices to us shall be sent to the email address below:

E-mail: [jpsupport@swifttrader.com](mailto:jpsupport@swifttrader.com)

Without prejudice to the provisions of this Section 24 all communication or information or notices shall always be provided by the Company to the Client solely via means other than on paper which may include electronic communication means including but not limited to the email address provided by the Client during the registration process or via the Website or via the Trading Platform.



It is the Client responsibility to inform the Company of any change to Client's email address (or any other relevant personal information), the non-receipt of a confirmation, or whether any confirmations are incorrect before settlement.

The Company reserve the right, at our discretion, to confirm in any manner the instruction or Orders or communications sent through the Trading Platform. The Client accept the risk of misinterpretation or mistakes in the instructions or Orders sent by the Client or an Authorized Person, regardless of how they have been caused, including technical or mechanical damage.

## 30. General Provisions

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

**30.2.** If the Client is more than one person, the Client's obligations under this Agreement shall be joint and several and any reference in this Agreement to the Client shall be construed, where appropriate, as reference to one or more of these persons. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

**30.3.** In case any provision of this Agreement is or becomes, at any time, illegal, void or nonenforceable in any respect, in accordance with a law or regulation of any jurisdiction, the legality, validity or enforceability of the remaining provisions of this Agreement shall not be affected.

**30.4.** The Client shall take all necessary measures (including, without prejudice to the generality of the above, the execution of all necessary documents) so that the Company may duly fulfil its obligations under this Agreement.

**30.5.** The Client undertakes to provide any documentation requested by the Company which may be required for the execution of the transactions under

the Agreement.

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

**30.7.** Unless otherwise expressly stated, nothing in this Agreement shall create or confer any rights or any other benefits to third parties.

**30.8.** Nothing in this Agreement shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship, or any other form of joint enterprise between the Client and the Company.

**30.9.** This Agreement contains the entire agreement between the Company and the Client relating to the Client's use of the Trading Platform and the Services and supersedes any and all prior agreement between the Company and the Client in relation to the same. The Client confirms that, in agreeing to accept this Agreement, the Client has not relied on any representation save insofar as the same has expressly been made a representation by the Company in this Agreement.

**30.10.** Nothing in this Agreement shall be construed so as to grant Client any security interest whatsoever over the assets of the Company, including for the avoidance of doubt on any amounts standing to the credit of an Account. The Client will not grant a security interest in the Account or its assets to any third party without Company's prior written consent.

**30.11.** Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

**30.12.** The Client accepts and understands that the official language of the Company is the English language. All notices/information provided by the Company or received from the Clients should be in the English language.

## 31. Disputes

The Client understands and agrees that (without prejudice to its other rights and remedies) the Company records shall be the final authority in determining the terms of the Client's use of the Services and Client shall have no right to dispute the Company's records.

No claims or disputes will be considered more than five (5) Working Days after the date of the original Transaction and all claims or disputes should be raised with the customer service department at [jpsupport@swifttrader.com](mailto:jpsupport@swifttrader.com).

## 32. Governing Laws

These Terms & Conditions are governed by and construed in accordance with the laws of Mwali International Services Authority in Comoros Union and the parties submit to the exclusive jurisdiction of the courts and tribunals in that State.

## 33. Introducing Brokers

THE COMPANY AND INTRODUCING BROKER ARE WHOLLY SEPARATE AND INDEPENDENT FROM ONE ANOTHER. THE CLIENT AGREEMENT WITH THE COMPANY AND THE INTRODUCING BROKER DOES NOT ESTABLISH A JOINT VENTURE OR PARTNERSHIP AND THE INTRODUCING BROKER IS NOT AN AGENT OR AN EMPLOYEE OF THE COMPANY.

**33.1.** The Client may have been referred to the Company by an Introducing Broker. If so, the Company shall not be responsible for any agreement made between the Client and the Client's Introducing Broker. The Client acknowledges that any such Introducing Broker will be acting solely as an independent intermediary and that no such Introducing Broker will be authorized to make any representations concerning the Company or the Company's services nor shall it be authorized to take any obligations in the name of the Company,

**33.2.** The Company does not endorse or vouch for the services provided by the Introducing Broker, nor does it imply that the Introducing Broker holds any license for his services if such license is required. Since the Introducing Broker is

not an employee or an agent of the Company, it is the Client's responsibility to perform necessary due diligence on the Introducing Agent prior to using any of their services.

**33.3.** The Company does not control and cannot endorse or vouch for the accuracy or completeness of any information or advice Client may have received or may receive in the future from Introducing Broker or from any third party not employed by the Company regarding foreign currency or exchange trading or other services provided by the company or the risks involved in such trading or in such services.

**33.4.** The Company provides risk disclosure information to all new Clients when they open an account. Client should read that information carefully and should not rely on any on information to the contrary from any other source, including Introducing Brokers. If Introducing Broker or any other third party provides Client with information or advice regarding foreign exchange trading or any of the services provided by the Company (including, without limitations, by courses, programs, research or written or oral recommendations), the Company shall not be responsible for any loss to Client resulting from Clients use of such information or advice.

**33.5.** Client understands and agrees that if an Account with the Company is introduced by Introducing Broker that Introducing Broker may be provided access to certain personal information about the Client as well as certain information concerning the Client's trading, depositing and withdrawal activity. By clicking on "Accept and Continue" on the registration page, the Client acknowledges and agrees that if the Client was introduced by an Introducer Broker, the relevant introducer may also be remunerated by the Company in respect to the Client's trading activity on the Trading Platform.

## 34. Definitions

In this Agreement, the following terms shall, unless the context otherwise pledges, have the following meanings, and may be used in the singular or plural as appropriate:

**Access Codes** – the username and password given by the Company to the

Client for accessing the Trading Platform.

**Access Data** – any other unique information that allows you access to the Company's systems. Account – Any Transactions account which the Company may open for the Client.

**Account Statement** – the periodic statement of the Transactions credited or debited to an Account.

**Agreement** – Shall mean this Agreement, inclusive of all its annexes, appendices, addenda, attachments schedules and exhibits and amendments, as the same may be in force from time to time and modified and amended from time to time.

**Ask Price** – Shall mean the price at which the Company is willing to sell a financial instrument. As supplied by the Company's market maker.

**Available Margin** – funds not used as the guarantee for Positions at a given time, calculated as follows: Available Margin = (Equity + outstanding Extra Margin) – Used Margin.

**Balance** – the sum held on behalf of the Client in its Account at a specific point in time.

**Bank Account** – an account with a bank or other financial institution in which the Company shall hold funds in the name of the Client or in the name of the Company on behalf of the Client, segregated from the Company's own funds.

**Bid Price** – Shall mean the price at which the Company is willing to Buy a financial instrument. As supplied by the Company's market maker.

**Client Portal** – a product that enables digital onboarding, account management, multicurrency wallet, statements, reports, and other services to Clients.

**Contract for Difference (CFD)** – Shall mean a contract between the Client and the Company's market maker, for the difference between the value of an Underlying Instrument at the time of opening the Transaction and the value of such Underlying Instrument at the time of closing the Transaction, including any interest adjustments (including spread) or Overnight Financing, if applicable.

**Client** – the natural person, legal entity or firm who has (have) accepted this Agreement.

**Leverage** – Shall mean the practice of using Margin in order to increase the potential return of an investment which also symmetrically increases a potential loss. Trading on leveraged capital means that the Client can trade in amounts significantly higher than the funds they have invested, which only serves as the

margin.

**Financial Markets** – international financial markets in which currency and other financial assets' exchange rates (including commodities) are determined in multi-party trade. **Financial Instruments** – any of the financial instruments offered by the Company.

**Financial Instruments** – any of the financial instruments offered by the Company.

**Introducing Broker (IB)** – a Person (including its employees, subsidiaries, sub-agent, and affiliates) which is remunerated by the Company for referral of Clients to the Company.

**Internal Transfer** – transfer of funds between your Swift Trader accounts.

**Lot** – Shall mean the unit that represents the volume of a transaction. It should be noted that 1 lot equals 100,000 units of base currency, for example 1 lot in EUR/USD equals EUR 100.000; therefore, 0.1 of a lot is 10,000 units of base currency. Lot size vary between symbols.

**Margin** – A deposit that a Client needs to have in their account to open a position in their trading account. It allows Clients to increase their exposure to the market by leveraging their capital.

**Order or Pending Order** – Market Order, Limit Order, Call, Put. Or any other type of order with a delayed execution based on a price, time or other.

**Position** – means an outstanding Transaction for the sale or purchase of a Financial Instrument, held in the Account, which has not yet been closed.

**Registration Process** – The process that a Client will go through in order to collect all necessary information and documents to fully identify the Client in order to meet acceptable customer due diligence requirements for AML/KYC purposes.

**Services** – the comprehensive suite of offerings provided by the Company to the Client, which includes the execution of foreign exchange transactions, provision of trading platforms, market analysis, educational support, customer service, and any other related services that facilitate the Client's trading activities.

**Spread** – the difference between the purchase price "ASK" (rate) and the sale price "BID" (rate) of the same Underlying Asset, at a given moment.

**Supported Currency** – refers to any currency that can be received into your account without incurring fees or charges.

**Trading Conditions** – the specific trading conditions published in the

Company's Website, including trading hours, minimum and maximum quantities, Corporate Actions, expiration dates, margin requirements, instrument specifications, Bonus Term and Condition and trading rules.

**Trading Platform** – shall mean any information software and hardware complex used by the Company for the purpose of providing services to the Client in accordance with this Agreement, i.e. MT4 or MT5.

**Transaction** – denotes the contractual agreement executed by the Client when they engage in buying or selling currency pairs through the Company's trading platform. It encompasses all activities from the initiation of an order to its completion, including the execution of trades, the application of leverage or margin, and any associated financial settlements.

**Website** – the Company's website located at <http://www.swifttrader.com> or any website owned and/or operated by the Company.

**Withdrawal Transaction** – withdraw of funds from your E-wallet account to your Bank Account.

If there is any conflict between the provisions of this Agreement and relevant Laws and Regulations, the Laws and Regulations shall prevail.

**Version:** 1.1

**Date:** 31 May 2024

## Disclaimer

Investing in over-the-counter derivatives carries significant risks and isn't appropriate for every investor. There's potential to lose your initial investment. You can lose more than the sum you've invested with us. Investing in CFDs doesn't grant any entitlement, right, or claim to the underlying financial asset. The details on this website are of a generic nature. Swift Trader Ltd doesn't factor in your financial goals or individual situations. We advise you to seek independent counsel. All services are extended on an execution-only model. No communication should be perceived as advice or a perspective to purchase, retain, or dispose of any financial products issued by Swift Trader Ltd. Swift Trader Ltd doesn't accept clients from: Afghanistan, Australia, Belarus, Bosnia and Herzegovina, Burma (Myanmar), Central African Republic, Democratic Republic of Congo, Eritrea, Iran, Iraq, Lebanon, Libya, North Korea, Somalia, South Sudan, Sudan, Syria, Yemen, Zimbabwe, St. Vincent, the Grenadines, USA.