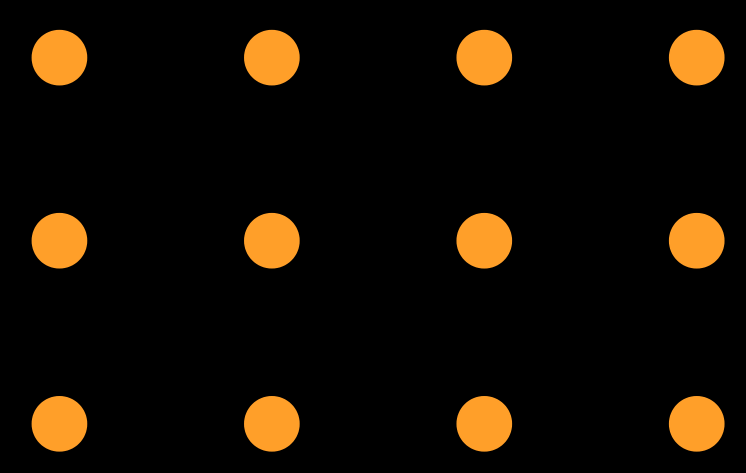




# APEX SWAPS

MONEY TALKS



**TRADING POLICIES AND  
PROCEDURES**

## ➤ **TRADING POLICIES AND PROCEDURES**

ApexSwaps offers a number of attractive reward features to new and existing clients, including bonuses and one-time trading credits. These bonuses are limited time offers and the terms and conditions associated with any bonus reward are subject to change. You will be given the opportunity to accept or decline any bonus reward you are offered.

Please note that by accepting the terms and conditions when registering with our Company, you acknowledge that these promotions are limited, and have no actual value except while in your account.

For any questions or for further information regarding awards and bonuses, you are advised to acknowledge the Bonus Policy. In addition, please make sure you ask in writing before participating in any promotions by the account manager.

## ➤ **PLACING OF INSTRUCTIONS**

You may give us instructions in electronic form through the ApexTrader Trading System. If any instructions are received by us by telephone, computer or other medium we may ask you to confirm such instructions in writing. We shall be authorized to follow instructions notwithstanding your failure to confirm them in writing. In this Agreement "instructions" and "orders" have the same meaning.

## ➤ **TYPES OF ORDERS ACCEPTED**

Some of the types of orders MCL accepts include, but are not limited to:

a) Good till Cancelled ("GTC") - An order (other than a market order), that by its terms is effective until filled or cancelled by Client. GTC Orders are not automatically cancelled at the end of the Business Day on which they are placed.

b) Limit - An order (other than a market order) to buy or sell the identified market at a specified price. A limit order to buy generally will be executed when the ask price equals or falls below the bid price that you specify in the limit order. A limit order to sell generally will be executed when the bid price equals or exceeds the ask price that you specify in the limit order.

c) Market- An order to buy or sell the identified market at the current market price that MCL provides via the Online Trading System. An order to buy is executed at the current market ask price and an order to sell is executed at the current market bid price.



d) One Cancels the Other ("OCO") - An order that is linked to another order. If one of the orders is executed, the other will be automatically cancelled.

e) Stop Loss - A stop loss order is an instruction to buy or sell a market at a price which is worse than the opening price of an open position (or worse than the prevailing price when applying the stop loss order to an already open position). It can be used to help protect against losses. Please note that because of market gapping, the best available price that may be achieved could be materially different to the price set on the stop loss order and as such, stop loss orders are not guaranteed to take effect at the price for which they are set.

f) Trailing Stop - A trailing stop is the same as a stop loss order with the only difference being that, instead of setting a price at which the order is activated, the trailing stop order is activated at a fixed distance from the market price. For example, if Client has purchased a long open position and the market ask price increases, the trailing stop price will also increase and will trail behind the market ask price at the fixed distance set by Client. If the market ask price then decreases, the trailing stop price will remain fixed at its last position and if the market ask price reaches the trailing stop price, the order will be executed. Please note that because of market gapping, the best available price that may be achieved could be materially different to the price set on the trailing stop order and as such, trailing stop orders are not guaranteed to take effect at the fixed distance for which they are set. Following submission of an order, it is your sole responsibility to remain available for order and fill confirmations, and other communications regarding your Account until all open orders are completed. Thereafter, you must monitor your Account frequently when you have open positions in the Account.

Your order shall be valid in accordance with the type and time of the given order, as specified. If the time of validity or expiration date/time of the order is not specified, it shall be valid for an indefinite period.

g) Gap - a break between prices that occurs when the price of an asset makes a sharp move up or down with no trading occurring in between. Gaps can be created by a number of factors including regular buying or selling pressure, earning announcements, or any other type of news release. If a market gaps through all orders will be filled on a best efforts basis at first available price (not order level).

## ➤ **CURRENCY OF TRADES**

unless otherwise specified by MCL, all trades shall be made in United States Dollars (USD).

## ➤ **TERMS OF ACCEPTANCE FOR ORDERS**

you can place an Order via ApexTrader Trading Platform. Once your instructions or Orders are received by MCL, they cannot be revoked, except with MCL's written consent which may be given at MCL's sole and absolute discretion. MCL shall have no liability for failure to execute orders. MCL shall have the right, but not the obligation, to reject any order in whole or in part prior to execution, or to cancel any order, where your Account contains funds that are insufficient to support the entire order or where such order is illegal or otherwise improper.

MCL may, in certain circumstances accept instructions, by telephone via MCL's Dealing Room, provided that MCL is satisfied, at its full discretion, of your identity and MCL is further also satisfied with the clarity of instructions. In case of an Order received by MCL in any means other than through the Trading Platform, the Order will be transmitted by MCL to the Trading Platform and processed as if it was received through the Trading Platform. It is understood that an Order will not be affected.

In the event that MCL wishes to confirm in any manner any instructions and/or Orders and/or communications sent through the telephone, it reserves the right to do so. You accept that there is a risk of misinterpretation or mistakes in the instructions or Orders sent through the telephone, regardless of what caused them, including, among others, technical failures.



## ➤ **EXECUTION POLICY**

We are required to have an execution policy and to provide our clients with appropriate information in relation to our execution policy. MCL takes all reasonable steps to obtain the best possible results for its Customers. MCL's Best Execution Policy sets out a general overview on how orders are executed as well as several other factors that can affect the execution of a financial instrument. Where you place orders with us, the execution factors that we consider and their relative importance is as set out below:

1. Price. The relative importance we attach is "high".
2. Speed. The relative importance we attach is "high".
3. Likelihood of execution and settlement. The relative importance we attach is "high".
4. Size. The relative importance we attach is "high".

We are the principal to every order you place with us and therefore we are the only execution venue.

## ➤ **AUTHORITY**

We shall be entitled to act for you upon instructions given or purporting to be given by you without further enquiry as to the genuineness, authority or identity of the person giving or purporting to give such instructions provided such instruction is accompanied by your correct Account number and password. If your Account is a joint account, you agree that we are authorized to act on the instructions of any one person in whose name the Account is held, without further inquiry. We shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or failed to be taken by us in reliance on any such instructions or on the apparent authority of any such persons.

## ➤ **CANCELLATION/ WITHDRAWAL OF INSTRUCTIONS**

Orders may be cancelled via the Apex Trader Trading System but we can only cancel your instructions if you explicitly request so, provided that we have not acted up to the time of your request upon those instructions. Executed instructions may only be withdrawn or amended by you with our consent. MCL shall have no liability for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly out of the failure of such order to be cancelled.

## ➤ **RIGHT NOT TO ACCEPT ORDERS**

We may, but shall not be obliged to, accept instructions to enter into a Transaction. If we decline to enter into a proposed Transaction, we shall not be obliged to give a reason but we shall promptly notify you accordingly.

## ➤ **CONTROL OF ORDERS PRIOR TO EXECUTION**

We have the right (but no obligation) to set limits and/or parameters to control your ability to place orders at our absolute discretion. Such limits and/or parameters may be amended, increased, decreased, removed or added to by us at our absolute discretion and may include (without limitation):

1. controls over maximum amounts placed to open a position using any of MCL's products;
2. controls over maximum positions placed per trader and per asset;
3. controls over our total exposure to you;
4. controls over prices at which orders may be submitted (to include (without limitation) controls over orders which are at a price which differs greatly from the market price at the time the order is submitted to the order book);



5. Controls over the Electronic Services (to include (without limitation) any verification procedures to ensure that any particular order or orders has come from you); or

6. any other limits, parameters or controls which we may be required to implement in accordance with Applicable Regulations.

Should you surpass the limits and/or parameter we set, your trade shall be blocked and/or suspended.

The position limits will be notified in advance to you either through Apexswaps website or Apextrader trading platforms.

## **TRADE ADJUSTMENTS**

Clients 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 Client has deposited or will have to deposit. This may work against as well as for the client. Monttoro Capital Ltd 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, when the trading desk is closed, around fundamental announcements, as a result of changes in credit markets and/or at times of extreme market volatility. In such circumstances, the Client agrees to indemnify Monttoro Capital Ltd for any and all losses that may occur due the widening of spreads and the adjustment of leverage.

Furthermore, it should be noted that the Company operates on a 'negative balance protection' basis; this means that you cannot lose more than your initial investment.

## ➤ EXECUTION OF ORDERS

We shall use our reasonable endeavors to execute any order promptly, but in accepting your orders we do not represent or warrant that it will be possible to execute such order or that execution will be possible according to your instructions. If we encounter any material difficulty relevant to the proper carrying out of an order on your behalf we shall notify you promptly.

## ➤ CONFIRMATIONS

At the end of each trading day, confirmations for all Transactions that we have executed on your behalf on that trading day will be available via your online Account on our website. It is your responsibility to notify Apexswaps if any confirmations are incorrect. Confirmations shall, in the absence of manifest error, be conclusive and binding on you, unless you place your objection in writing within 5 Business Days. You may request to receive the Account statement monthly or quarterly via email, by providing such a request to MCL, but MCL is not obliged to provide you with the paper Account statement. The Account statement may be provided at the expense of the client.

## ➤ CANCELLATION OF TRADES

We have the right to reject an order or to cancel a transaction if we have adequate reasons/evidence that the following have occurred:

1. fraud/illegal actions that led to the transaction,
2. any instance when MCL has cause to believe that a person's trading activities may be illegal;
3. any instance where MCL may suffer any fiscal, regulatory, or pecuniary disadvantage by virtue of anyone's activities;



4. any instance where one or more transactions are judged by MCL to have been performed in violation of this Agreement.

5. orders placed based on manipulated prices as a result of system errors or system malfunctions,

6. arbitrage trading on prices offered by our platforms as a result of systems errors; and

7. coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates.

We reserve the right to cancel any and/or all trading positions and withhold and/or forfeit any profits incurred by the Customer on all the Customer's trades if we consider that that the Customer has engaged in market Arbitrage.

## ➤ **EXECUTION OF ORDERS**

We have the right not to accept funds deposited by you and/or to cancel your deposits/withdrawals in the following circumstances:

1. if you fail to provide MCL with any documents it requests from you either for client identification purposes or for any other reason;

2. if MCL suspects or has concerns that the submitted documents may be false or fake;

3. if MCL suspects you are involved in illegal or fraudulent activity;

4. if MCL is informed that your credit or debit card (or any other payment method used) has been lost or stolen;

5. where MCL considers that there is a chargeback risk; and

6. when you deposit \$3,000 or more or if you make over 10 separate deposits to your trading Accounts and MCL is unable to verify your credit or debit card details or is unable to verify any other payment method used.

In case of cancelled deposits, and if there is not a confiscation of your funds by a supervisory authority on the grounds of money laundering suspicion or for any other legal infringement, your funds will be returned to the bank account that have been initially received.

## ➤ **PERFORMANCE AND SETTLEMENTS**

You will promptly deliver any instructions, funds, or documents deliverable by you under a Transaction in accordance with that Transaction as modified by any instructions given by us.

## ➤ **POSITION LIMITS**

We may require you to limit the number of open positions which you may have with us at any time and we may in our sole discretion close out any one or more Transactions in order to ensure that such position limits are maintained.

## ➤ **ROLL OVER**

In certain market conditions you may be allowed to trade using the Roll over feature. The Roll Over feature enables you to extend the expiration time of your trading position before it reaches the expiry date. This feature can be used subject to the following conditions:

1. An additional 30% of the initial deposit must be added automatically to your initial investment.
2. The Roll Over feature can only be used in cases where the progress of the followed price does not take the direction which you had anticipated.
3. You can only use the Roll Over feature once for each trading position.
4. The Roll Over feature shall only be available up to 15 minutes before the expiry time.



## ➤ **IMPROPER OR ABUSIVE TRADING**

MCL's objective is to provide the most efficient trading liquidity available in the form of streaming, tradable prices for most of the financial instruments we offer on the trading platform. As a result of the highly automated nature of the delivery of these streaming, tradable prices, you acknowledge and accept that price misquotations are likely to occur from time to time.

Should you execute trading strategies with the objective of exploiting such misquotation(s) or act in bad faith (commonly known as 'sniping'), MCL shall consider this as unacceptable behavior. Should MCL determine, at its sole discretion and in good faith, that you or any representative of yours trading on your behalf is taking advantage, benefitting, attempting to take advantage or to benefit of such misquotation(s) or that you are committing any other improper or abusive trading act such as for example:

- a) fraud/illegal actions that led to the transaction;
- b) orders placed based on manipulated prices as a result of system errors or system malfunctions;
- c) arbitrage trading on prices offered by our platforms as a result of systems errors; and/or
- d) coordinated transactions by related parties in order to take advantage of systems errors and delays on systems updates.

Then Monttoro Capital Ltd will have the right to:

- 1) adjust the price spreads available to you; and/or
- 2) restrict your access to streaming, instantly tradable quotes, including providing manual quotation only; and/or
- 3) obtain from your account any historic trading profits that you have gained through such abuse of liquidity as determined by us at any time during our trading relationship; and/or
- 4) reject an order or to cancel a trade; and/or
- 5) immediately terminate our trading relationship

## ➤ PROHIBITED TRADING

No employee and/or former employee who currently works or used to work on a full time or part time basis for Monttoro Capital Ltd or any of its related entities shall, during the term of the employee and/or former employee's service to Monttoro Capital Ltd or any of its related entities and after termination of service become a client of any brand of Monttoro Capital Ltd (either directly or indirectly, alone or with partners, associates, affiliates or any other third party) without Monttoro Capital Ltd's prior written approval. Should MCL consider that the employee and/or former employee is trading with any brand of MCL without the MCL's prior written approval personally and/or via a third party we shall consider all the trading to be abusive and/or improper trading. In such circumstances the employee and/or former employee's trading account(s) and all open positions shall be closed immediately and any funds held within the account shall be confiscated. No business associate or former business associate of MCL or any of its related entities shall, during the period of the agreement between the associate/former business associate and MCL and after termination of such agreement, become a client of any brand of MCL (either directly or indirectly, alone or with partners, associates, affiliates or any other third party) without MCL's prior written approval. Should MCL consider that the associate/former business associate is trading with any brand of MCL without MCL'S prior written approval personally and/or via a third party we shall consider all the trading to be abusive and/or improper trading. In such circumstances the relevant associate/former business associate's trading account(s) and all open positions shall be closed immediately and any funds held within the account shall be confiscated.

Trailing Stop functionality in case the Apex Trader terminal is closed

In the event that the Apex Trader client terminal is closed, trailing stop will not work. This happens as the trailing stop works on the client terminal side and in this respect, if the client terminal is closed, only the stop loss that was placed by trailing stop before the closing of the terminal can trigger.



## ➤ WITHDRAWALS

Once your withdrawal request is approved, your withdrawal request will be processed by us and sent to the same bank, credit card or other source for execution on the same day that the request to withdraw funds was made, or the next working day if the client's request is received outside of normal trading hours. (Note: Some banks and credit card companies may take time to process payments especially in currencies where a correspondent bank is involved in the transaction). The funds will be returned to the bank account/credit card/other source from which the funds were debited. You are fully responsible for the payment details that you provided to MCL and MCL accepts no responsibility if you have provided false or inaccurate bank details. Further, withdrawals bear third party charges which may vary in accordance with the terms and conditions of the third parties. These charges may be verified upon request.

The minimum withdrawal amount for all methods (excluding the wire transfer) is \$20. The minimum withdrawal amount request for wire transfer is \$100. Any withdrawal request for an amount below the two amounts mentioned above, will incur handling and processing charges as follows: minimum \$10 for all methods (excluding wire transfer) and minimum \$ 50 for the wire transfer.

If you request a withdrawal of funds from your Account and we cannot comply with it without closing some part of your open positions, we will not comply with the request until you have closed sufficient positions to allow you to make the withdrawal. Withdrawals will only be made on request by you, by bank transfer to an account in your name or such other method as we, in our absolute discretion, may determine.

In the event that it is not possible for the funds to be withdrawn without delay, MCL, in meeting its obligations to act in the client's best interest, will keep the client informed, including about the reasons for any delay and the expected timeframe before the funds will be withdrawn. Information provided to the client about any delays in withdrawing funds will be fair, clear and not misleading.

MCL will endeavor to process your withdrawal requests promptly, however the time needed for the requested funds to be processed and appear in your account will depend upon the method used for depositing the funds and the third parties which are executing the payments.

## ➤ **STOCK RELATED PAYOUTS ON CFDs**

Payments on Stock Splits, Reverse Stock Splits, Stock Dividends and other Stock related events can have an impact on the share price and thus on the price of an equity based CFD. A person who holds a CFD position has no ownership of the underlying instrument. However, when a client holds a long CFD position, MCL shall pay the equivalent of the dividend to that client and deduct the equivalent from any client holding a short CFD position. This shall be done on or shortly after the ex-dividend date as that is when the economic effect is felt on the underlying share price.

## ➤ **APEX TRADER TRADING ACCOUNT ARCHIVING**

If we do not record any activity in your Trading Account during a continuous period of three (3) months and you have a zero-account balance, your Trading Account and all its history will be archived on our trade server.

If you wish to keep using your Trading Account or restore it in the future, please contact us at [support@apexswaps.com](mailto:support@apexswaps.com).

## ➤ **INACTIVE AND DORMANT ACCOUNT**

The Customer acknowledges and confirms that any trading account(s), held with MCL by a MCL Customer where the Customer has not:

1. placed a trade;
2. opened or closed positions; and/or
3. made a deposit into the Customers trading account; for a period of ninety (90) days and more, shall be classified by MCL as an Inactive Account ("Inactive Account") where the Customer has and continues to:

1. place a trade;
  2. open or close positions; and/or
  3. make a deposit into the Customers trading account;
- the account shall be classified by MCL as an Active Account ("Active Account")



The Client further acknowledges and confirms that such Inactive Accounts will be subject to a monthly charge of \$50 (or equivalent in other currencies), relating to the maintenance/administration of such Inactive Accounts. The Customer further agrees that any Inactive Accounts, holding zero balance/equity, shall be turned to Dormant ("Dormant Account"). In cases where your account remains Inactive for a period exceeding 12 months, an Annual Inactivity Fee shall apply, which will be deducted at a rate of one-hundred US Dollars (\$100) or equivalent per quarter, minus any monthly inactivity fees already charged. The Annual Inactivity Fee may be charged by the Company at any point subsequent to the 12-month period being exceeded and applies retroactively. For re-activation of Dormant Accounts, the Customer must contact Apex swaps Customer Support Department and inform them of the Customer's wish to reactivate the Dormant Account. The Customer's Dormant Account will then be reactivated (subject to, if required, up-to-date Know Your Customer documentation provided to MCL by Customer) and become an Active Account.

## **ELECTRONIC TRADING TERMS**

These clauses apply to your use of any Electronic Services.

### **ACCESS AND TRADING HOURS**

Once you have gone through the security procedures associated with an Electronic Service provided by us, you will get access to MCL's website and/or trading platforms, unless agreed otherwise or stated on our website in order to place orders for any Financial Instrument available from MCL and entering into Transactions with MCL. Further, you will be able to trade on the MCL's Trading Platforms with and through MCL with the use of a personal computer, smartphone or any other similar device that is connected to the internet. In this respect, you understand that MCL can, at its absolute discretion, terminate your access to MCL's systems in order to protect both the Company's and your interests and to ensure the systems' effectiveness and efficiency.

All references to MCL's hours of trading are in Greenwich Mean Time ("GMT") using 24-hour format. Our Electronic Services will normally be available continuously from 21:00 GMT Sunday until 21:00 GMT Friday (winter time), every week, excluding public holidays where the Forex market does not operate and cases where the market is closed due to illiquidity in the financial instruments. Please consult our website for more details on operating times for each financial instrument. We reserve the right to suspend or modify the operating hours on our own discretion and on such event our website will be updated without delay in order to inform you accordingly. In this respect the operating hours, as indicated on the websites operated by our company and to which you have trading rights are the applicable. We may change our security procedures at any time and we will inform you of any new procedures that apply to you as soon as possible.

## **ELECTRONIC ORDER ENTRY FOR MARKET ORDERS EQUALS ORDER EXECUTION**

In regards to Forex, to enter an online order, you must access the Markets window, then click on "BUY/SELL" for the relevant market. A new window will appear in which you enter the price and lot size. The order is filled shortly after you hit the OK button provided you have sufficient funds in your Account. Orders may fail for several reasons including changing dealer prices, insufficient margin, unspecified lot size or unanticipated technical difficulties.

## **RESTRICTIONS ON SERVICES PROVIDED**

There may be restrictions on the number of Transactions that you can enter into on any one day and also in terms of the total value of those Transactions when using an Electronic Service. Please refer to our website for details of the limits imposed upon Transactions carried out through our Electronic Services.



## **ACCESS REQUIREMENTS**

You will be responsible for providing the System to enable you to use an Electronic Service.

## **VIRUS DETECTION**

You will be responsible for the installation and proper use of any virus detection/scanning program we require from time to time.

## **USE OF INFORMATION, DATA AND SOFTWARE**

In the event that you receive any data, information or software via an Electronic Service other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.

## **MAINTAINING STANDARDS**

When using an Electronic Service you must:

1. ensure that the System is maintained in good order and is suitable for use with such Electronic Service;
2. run such tests and provide such information to us as we shall reasonably consider necessary to establish that the System satisfies the requirements notified by us to you from time to time;
3. carry out virus checks on a regular basis;
4. inform us immediately of any unauthorized access to an Electronic Service or any unauthorized Transaction or instruction which you know of or suspect and, if within your control, cause such unauthorized use to cease; and
5. not at any time leave the terminal from which you have accessed such Electronic Service or let anyone else use the terminal until you have logged off such Electronic Service.

## **SYSTEM DEFECTS**

In the event you become aware of a material defect, malfunction or virus in the System or in an Electronic Service, you will immediately notify us of such defect, malfunction or virus and cease all use of such Electronic Service until you have received permission from us to resume use.

## **INTELLECTUAL PROPERTY**

All rights in patents, copyrights, design rights, trade marks and any other intellectual property rights (whether registered or unregistered) relating to the Electronic Services remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend or modify the Electronic Services or any part or parts thereof unless expressly permitted by us in writing, reverse compile or disassemble the Electronic Services, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of the Electronic Services made in accordance with law are subject to the terms and conditions of this Agreement. You shall ensure that all the licensors trademarks and copyright and restricted rights notices are reproduced on these copies. You shall maintain an up-to-date written record of the number of copies of the Electronic Services made by you. If we so request, you shall as soon as reasonably practical, provide to us a statement of the number and whereabouts of copies of the Electronic Services.

## **LIABILITY AND INDEMNITY**

Without prejudice to any other terms of this Agreement, relating to the limitation of liability and provision of indemnities, the following clauses shall apply to our Electronic Services.



### 1. System errors

We shall have no liability to you for damage which you may suffer as a result of transmission errors, technical faults, malfunctions, illegal intervention in network equipment, network overloads, malicious blocking of access by third parties, internet malfunctions, interruptions or other deficiencies on the part of internet service providers. You acknowledge that access to Electronic Services may be limited or unavailable due to such system errors, and that we reserve the right upon notice to suspend access to Electronic Services for this reason.

### 2. Delays

Neither we nor any third-party software provider accepts any liability in respect of any delays, inaccuracies, errors or omissions in any data provided to you in connection with an Electronic Service.

We do not accept any liability in respect of any delays, inaccuracies or errors in prices quoted to you if these delays, inaccuracies or errors are caused by third party service providers with which we may collaborate.

We shall not be obliged to execute any instruction which has been identified that is based on errors caused by delays of the system to update prices provided by the system price feeder or the third-party service providers. We do not accept any liability towards executed trades that have been based and have been the result of delays as described above.

### 3. Viruses from an Electronic Service

We shall have no liability to you (whether in contract or in tort, including negligence) in the event that any viruses, worms, software bombs or similar items are introduced into the System via an Electronic Service or any software provided by us to you in order to enable you to use the Electronic Service, provided that we have taken reasonable steps to prevent any such introduction.

### 4. Viruses from your System

You will ensure that no computer viruses, worms, software bombs or similar items are introduced into our computer system or network and will indemnify us on demand for any loss that we suffer arising as a result of any such introduction.

#### 5. Unauthorized use

We shall not be liable for any loss, liability or cost whatsoever arising from any unauthorized use of the Electronic Service. You shall on demand indemnify, protect and hold us harmless from and against all losses, liabilities, judgements, suits, actions, proceedings, claims, damages and costs resulting from or arising out of any act or omission by any person using an Electronic Service by using your designated passwords, whether or not you authorized such use.

#### 6. Markets

We shall not be liable for any act taken by or on the instruction of an exchange, clearing house or regulatory body.

#### 7. Suspension or permanent withdrawal with notice

We may suspend or permanently withdraw an Electronic Service, by giving you 24 hours written notice.

#### 8. Immediate suspension or permanent withdrawal

We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use any Electronic Service, or any part thereof, without notice, where we consider it necessary or advisable to do so, for example due to your non-compliance with the Applicable Regulations, breach of any provisions of this Agreement, on the occurrence of an Event of Default, network problems, failure of power supply, for maintenance, or to protect you when there has been a breach of security. In addition, the use of an Electronic Service may be terminated automatically, upon the termination (for whatever reason) of:

1. any license granted to us which relates to the Electronic Service; or
2. this Agreement.

#### 9. Effects of termination

In the event of a termination of the use of an Electronic Service for any reason, upon request by us, you shall, at our discretion, return to us or destroy all hardware, software and documentation we have provided you in connection with such Electronic Service and any copies thereof.



## ➤ **MARGINING ARRANGEMENTS**

### **CONTINGENT LIABILITY**

Where we effect or arrange a Transaction, you should note that, depending upon the nature of the Transaction, you may be liable to make further payments when the Transaction fails to be completed or upon the earlier settlement or closing out of your position. You may be required to make further variable payments by way of margin against the purchase price of the investment, instead of paying (or receiving) the whole purchase (or sale) price immediately. The movement in the market price of your investment will affect the amount of margin payment you will be required to make. We will monitor your margin requirements on a daily basis and we will inform you as soon as it is reasonably practicable of the amount of any margin payment required under this clause.

### **MARGIN CALL**

You agree to pay us on demand such sums by way of margin as are required from time to time as we may in our discretion reasonably require for the purpose of protecting ourselves against loss or risk of loss on present, future or contemplated Transactions under this Agreement.

### **FAILURE TO MEET MARGIN CALL**

Please note that in the event that you fail to meet a margin call, we may immediately close out the position.

### **FORM OF MARGIN**

Margin must be paid in cash in currency acceptable by us, as requested from time to time by the Company. Cash Margin paid to us is held as client money in accordance with the requirements of the Client Money Rules. Margin deposits shall be made by wire transfer, credit card, e-wallet or by such other means as The Company may direct.

## **SET-OFF ON DEFAULT**

If there is an Event of Default or this Agreement terminates, we shall set-off the balance of cash margin owed by us to you against your obligations (as reasonably valued by us). The net amount, if any, payable between us following such set-off, shall take into account the Liquidation Amount payable under Clause 15 (Netting).

## **FURTHER ASSURANCE**

You agree to execute such further documents and to take such further steps as we may reasonably require to perfect our security interest over and obtain legal title to the Secured Obligations.

## **NEGATIVE PLEDGE**

You undertake neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the cash margin transferred to us, except a lien routinely imposed on all securities in a clearing system in which such securities may be held.

## **GENERAL LIEN**

In addition and without prejudice to any rights to which we may be entitled under this Agreement or any Applicable Regulations, we shall have a general lien on all cash held by us or our Associates or our nominees on your behalf until the satisfaction of the Secured Obligations.



## ➤ REPRESENTATIONS, WARRANTIES AND COVENANTS

You represent and warrant to us on the date this Agreement comes into effect and as of the date of each Transaction that:

1. if you are a natural person, you are of legal age and you have full legal capacity to enter into this Agreement;

2. if you are not a natural person:

A. you are duly organized, constituted and validly existing under the applicable laws of the jurisdiction in which you are constituted;

B. execution and delivery of this Agreement, all Transactions and the performance of all obligations contemplated under this Agreement have been duly authorized by you; and

C. each natural person executing and delivering this Agreement on your behalf, entering Transactions and the performance of all obligations contemplated under this Agreement have been duly authorized by you and have been disclosed to us providing all the necessary information and/or documentation,

3. you have all necessary authority, powers, consents, licenses and authorizations and have taken all necessary action to enable you lawfully to enter into and perform this Agreement and such Transaction and to grant the security interests and powers referred to in this Agreement;

4. the persons entering into this Agreement and each Transaction on your behalf have been duly authorized to do so and are disclosed to us giving details of the relationship with you by providing all necessary information and/or documentation;

5. this Agreement, each Transaction and the obligations created under them both are binding upon you and enforceable against you in accordance with their terms (subject to applicable principles of equity) and do not and will not violate the terms of any regulation, order, charge or agreement by which you are bound;

6. no Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of the above) an Event of Default (a "Potential Event of Default") has occurred and is continuing with respect to you or any Credit Support Provider;

7. you act as principal and sole beneficial owner (but not as trustee) in entering into this Agreement and each Transaction and in case you wish to open, either in the present time or in the future, more than one accounts with MCL either as individual client (natural person) or as the beneficial owner of a corporate client (legal person) it is required to immediately disclose to us that you are the beneficial owner of the account(s) during the account opening procedure and to provide us with the necessary information and/or documentation regarding the relationship between the natural and/or legal person(s);
8. any information which you provide or have provided to us in respect of your financial position, domicile or other matters is accurate and not misleading in any material respect;
9. You are not located in any Banned Jurisdiction. We reserve the right to request any additional information which we deem necessary, in form and content satisfactory to us, in order to verify compliance with this paragraph.
10. you are willing and financially able to sustain a total loss of funds resulting from Transactions and trading in such Transactions is a suitable investment for you; and
11. except as otherwise agreed by us, you are the sole beneficial owner of all funds you transfer under this Agreement, free and clear of any security interest whatsoever other than a lien routinely imposed on all securities in a clearing system in which such securities may be held.

#### Covenants:

Your covenant to us:

1. you will at all times obtain and comply, and do all that is necessary to maintain in full force and effect, all authority, powers, consents, licenses and authorizations referred to in this clause;
2. you will promptly notify us of the occurrence of any Event of Default or Potential Event of Default with respect to yourself or any Credit Support Provider;
3. you will use all reasonable steps to comply with all Applicable Regulations in relation to this Agreement and any Transaction, so far as they are applicable to you or us;



4. you will not send orders or otherwise take any action that could create a false impression of the demand or value for a financial instrument. Nor will you send orders which we have reason to believe are in breach of Applicable Regulations or by taking advantage of the account(s) you may maintain with MCL could be considered as system abusive orders, including but not limited to one's intention to benefit from delays in the prices, to trade at off-market prices and/or outside trading hours and to abuse the system for trading at manipulated prices; and

5. upon demand, you will provide us with such information as we may reasonably require to evidence the matters referred to in this clause or to comply with any Applicable Regulations.

You agree and understand:

That in the event that MCL has such proofs that are adequate to indicate that certain amounts received by you are proceeds from illegal acts or products of any criminal activity and/or belonging to a third party, MCL reserves the right to refund these amounts to the sender, either this being you or a beneficial owner of a legal entity. Furthermore, you also agree and understand that MCL may reverse any Transactions performed in your Trading Account and may terminate this agreement. MCL at the discretion of its compliance officer may report any suspicious transactions to the relevant authorities. MCL reserves the right to take any legal action against you to cover and indemnify itself upon such an event and may claim any damages caused to MCL by you as a result of such an event.