

## CLIENT AGREEMENT

### 1. GENERAL CONDITIONS

- 1.1. The Client Agreement (the “Agreement”), Regulation and Notice of risk determine conditions and procedure of rendering of services on organizing conversion currency arbitrage operations. The terminology used in the above documents can be found in a separate document.
- 1.2. This Agreement is made between **E-Global Trade & Finance SVG LLC**, registered in St. Vincent and the Grenadines, legal address: First Floor, First St. Vincent Bank Ltd Building, James Street, Kingstown, VC0100, St. Vincent & the Grenadines, hereinafter referred to as the “Company”, and an individual who opened an account with the Company, hereinafter referred to as the “Client”.
- 1.3. The Company is a member of the Financial Commission, a dedicated external dispute resolution organization.
- 1.4. The Company’s website <http://markets4you.asia/> is a public offer (the “Offer”) of the Company. The terms described on the website have the same force as the Agreement. The Offer does not need to be signed by the Client and becomes effective once the Client accepts its terms by clicking the appropriate button during the registration process on the Company’s website or by using the Company’s services.
- 1.5. Access to and use of the Company’s website and data, content, products and services made available on or via the Company’s website is subject to the Agreement. By accessing the Company’s website and/or using any other part of the Service, the Client agrees to be bound by this Agreement. The Company reserves the right, at its sole discretion, to change, suspend, or discontinue any part of the Service, including Content, at any time without prior notice.
- 1.6. The place of Company’s registration is accepted to be the place of signing of the Agreement and provision of the relevant Services offered by the Company.
- 1.7. Holidays listed on the Company’s website are the exception to the preceding clause.

### 2. ACCOUNT OPENING

- 2.1. To open an account, the Client must fill-in the registration form on the Company’s website: <http://markets4you.asia/>.
- 2.2. To open an account, the Client must confirm that you are at least 18 years old.
- 2.3. The Client expressly accepts terms and conditions of the Agreement, Regulation and Notice of Risk by clicking the appropriate button during the Registration process on the Company’s website or by using the Company’s services.

### **3. FUNDING AND SECURITY PROCEDURES**

- 3.1.** US Dollar or Euro is the deposit currency; all deposit and withdrawal operations shall be made in US Dollars or Euro.
- 3.2.** The Client has the right to control depositing funds into and withdrawing funds from the Client's trading account.
- 3.3.** Automatic deposits are possible at any time.
- 3.4.** The Client may withdraw any amount of funds from the Client's account, except for the margin required for the Client's open trades. Lack of available funds on the Client's account may lead to a margin call and forced closure of the Client's trades.
- 3.5.** Requests for fund deposits and withdrawals are accepted during the regular business hours of the Company (08:00 – 17:00 CET). The Company will transfer funds to the specified Client account details within two working days, provided such payment details are the same as the Client's account details used for deposits. Exceptions may be considered separately and will take longer to process.
- 3.6.** If there is doubt that a Client has complied with clauses 4.7 and 4.8 of the Agreement, the Company can extend time of order consideration up to five working days.
- 3.7.** The Client incurs all costs connected with depositing and withdrawing funds to/from the Client's account, unless stated otherwise by the Company on its website. Notwithstanding the above, where the Company in its justified opinion has reasons to believe that the Client or a Group of Clients misuses the Company's Services, the Company's in its sole discretion has a right to collect from the Client the relevant Client fund deposit/ withdrawal fees charged by the respective payment system providers in an amount of up to 10% (ten per cent) from the Client's respective deposit and up to 5% (five per cent) from the withdrawal amounts.
- 3.8.** The Company has a right not to transfer Client funds from one payment system to another.
- 3.9.** Client funds must be deposited or withdrawn from the Client's personal credit card, debit card, bank account or payment system. Bank account, debit card, credit card or payment system names and identification that do not correspond with that of the Client's verified documents or declared name, will be deemed as a third-party deposit or withdrawal. Deposit or withdrawal of funds to and from third parties' cards, payment systems or bank accounts is strictly prohibited.
- 3.10.** If the Client violates clause 3.9 of the Agreement, the Company reserves the right to immediately close any of the Client's open positions, withdraw any of Client's funds to refund the funds transacted with the third party, and lock the Client's account without prior notice or explanation.
- 3.11.** The Client is informed that the new AML/ CFT regulations and the

Company's payment partners require the Client to use a unique IP address when depositing to/ withdrawing funds from the Client's Trader Room accounts. The Client undertakes not to use internet access networks with shared IP addresses, whether public or private, computers, other electronic devices which do not provide the Client with a unique IP address for identification during the payment withdrawal/ deposit process transaction process.

- 3.12.** The Client is informed that the AML/ CFT regulations and the Company's payment partners require the Client to present and/or submit various KYC documents, as well as proof of source of assets. The Company has a right to freeze Client funds and/or decline to accept deposit and/or withdrawal requests from the Client in the event the requested documents were not provided by the Client in the specified time period.
- 3.13.** Sharing of the Client's login name and/ or password, as well as credit/ debit card, on-line wallet information and details with any third party is strictly prohibited. The Client expressly undertakes to follow these terms and confirms the Client's understating that failure adhere to the stated conditions may lead to the Client's payment request being delayed, declined and/ or the Client's Trade Room, accounts and/ or transactions being terminated and/ or permanently closed with an indefinite ban on future operations with the Company and/ or its payment partners and/ or the Client's credit/ debit card providers.

#### **4. PRIVILEGES AND RESPONSIBILITIES**

- 4.1.** The Company keeps the right to change this Agreement by sending a letter of notification five (5) days before changes officially become effective.
- 4.2.** The Company can increase spread and marginal requirements according to Regulation.
- 4.3.** The Company does not take responsibility for the Client's activity or inactivity. Information offered by the Company is general in its nature and does not in any way or manner contain advice for any commercial actions.
- 4.4.** The Company is not responsible for dereliction of duties caused by failures in connection channels or Internet problems.
- 4.5.** The Client is responsible for the state and security of the Client's trade account.
- 4.6.** The Client has the authority to sign this Agreement, fulfill requirements, give orders and meet relevant commitments.
- 4.7.** The Client confirms that all information provided during the registration is true, precise and up to date.
- 4.8.** The Client confirms the Client's funds are of legal origin.
- 4.9.** Actions carried out by the Client according to the Agreement and Regulation do not violate laws, regulations and other rules applied to the Client under the Client's and the Company's jurisdictions.

- 4.10.** The Company can nullify any order or close one or more of the Client's positions at any time according to current price if Client violates clauses 4.7 - 4.9 of the Agreement.
- 4.11.** The Company can cancel orders handled with apparent dealer's mistakes or fulfilled according to non-market quotations.
- 4.12.** In the case of quotation errors, the Company can cancel orders made by the Client.
- 4.13.** The Company can recognize operations on the trade server as non-market, if there are objective reasons for such actions.
- 4.14.** The Company can ask the Client to submit the Client's identity and any other relevant documents per the Company's policies in electronic and/ or certified format.
- 4.15.** The Company can block a Client's account not used for its intended purpose (including conversion).
- 4.16.** In the event the Client's trading account balance is zero (0) and no trades were performed with the trading account for the period of three (3) years or more, the Company is entitled to archive and close access to such trading account.
- 4.17.** In the event the Client does not have any active trading account(-s), the Company can archive the data of such Client and close access to the Client's Trader Room.
- 4.18.** Data from archived trading accounts of the Client is kept for five (5) years from the date the Client's access to the Trader Room is closed and can only be accessed by contacting customer support.
- 4.19.** The Company is entitled at any time and exclusively to protect its legal interests and the normal run of the services rendered, regardless the activities and intentions of the Clients. Due to this the Company shall unilaterally execute all the necessary and reasonable actions against individual Clients, who act contrary to the interests of the Company, use the services of the Company without good faith, apply for the Services of the Company with the unfaithful intentions or carry out unfaithful activities while using the services provided. The protection of the interests of the Company might result as, including but not limiting to: (a) partial or full blocking the access to the respective trading accounts/ trader room/ trading servers/ certain account types; (b) unilateral termination of contractual relations with the Client with the immediate effect; (c) unilateral transition of the Client's account to a different trading server.
- 4.20.** The Company is entitled unilaterally to terminate any trading activities of the Client at any time, if such activities negatively affect: (a) the infrastructure of the Company; (b) any IT solutions/ tools/ devices of the Company devoted for the provision of the services; (c) other Clients of the Company decreasing the quality of the service they expect to obtain.
- 4.21.** The Company at its sole discretion is entitled unilaterally to terminate the contractual relations with the Client, restricting fully or partially the Client's further use of the particular service, with the immediate effect and providing no notices of this to the Client, if the Company detects the objective and justified reasons for such action. The Company is not obliged to disclose such reasons to the Client.

- 4.22.** The Client consents that the Company reserves the right to immediately terminate the Client's access to the trading platform(s) and/ or the Client's Trader Room and/or any and all Client's accounts, or refuse or cancel any order, in the event the Client voluntarily and/or involuntarily partakes in arbitrage unrelated to market inefficiencies, including but not limited to, latency arbitrage and swap arbitrage and/or acts contrary to good faith; under such circumstances, the Company may at its discretion, close the Client's Trader Room, and/or any and all Client's accounts, and recover any losses incurred by it due to the above-described Client practices.
- 4.23.** The Client or group of Clients undertakes to not use any Trading strategies which are based on non-market conditions, unintended vulnerabilities or common- sense errors in regular, special or additional conditions of Company services, any quoting, software or hardware vulnerabilities, including, but not limited to, Server vulnerabilities. In case of violation of this Clause, the Company has a right to invalidate historical Trading transactions of the particular Client or group of Clients and close all of the relevant Client's or group of Client's positions, and to terminate the Trading account and/ or Trader Room of the Client or each Client within the relevant group of Clients without prior notice.
- 4.24.** The Company shall charge the Client, by deducting from the balance of the Client's inactive trading accounts (including Share4you Follower and/or Share4you Leader accounts), a monthly inactivity fee. The inactivity fee will be charged where a Client has not placed any trade, or does not have any current open trades, or has not performed any

balance operations, for a period exceeding 12 (twelve) months, and in this case the inactivity fee will be charged in the amount of 10 USD/ 10 EUR (ten United States Dollars / ten Euro), or equivalent in another currency depending on the chosen account currency of the Client, and, after 24 (twenty-four) months, in the amount of 20 USD/ 20 EUR (twenty United States Dollars / twenty Euro), or equivalent in another currency depending on the chosen account currency of the Client. The time when the inactivity fee becomes applicable is calculated from the moment of the last trade on any of the Client's trading accounts. The Client shall be charged the inactivity fee from any remaining positive account balance until the account balance equals zero, or the Client resumes activity on any of the Client's accounts. The fee is non-refundable. The Client has the right to request withdrawal of funds using available means of funds withdrawal. The Client shall be notified one (1) month in advance prior to application of the inactivity fee. Failure to notify the Client does not relieve the Client from the inactivity fee. Any account subject to inactivity fee shall be considered dormant and access shall be restricted for security purposes. To resume access, Clients are advised to contact the Company via e-mail at [support@markets4you.com](mailto:support@markets4you.com) or via Live Chat. The Company may request the Client to produce proof of identity documents.



- 4.25.** The Partner retains the right to adjust the auto-rebate percentage allocated to a Client, subject to the condition that the Client receives prior notice of such adjustment. The Partner bears sole legal responsibility for ensuring that the Client is duly informed in advance and for obtaining the Client's consent to the modification. Markets4you shall have no obligation to serve as an intermediary or to provide notification to clients on behalf of the Partner.
- 4.26.** The Client may open a Swap-Free Account. The terms, conditions and commissions associated with Swap-Free Accounts are specified on the Company's website. The Company has a right to alter the terms, conditions and commissions by posting the relevant changes on its website in the "Swap-Free Accounts" section. Existing Accounts cannot be converted into Swap-Free Accounts.
- 4.27.** If the Client has opened an Account with trade maintenance fee - a Swap-Free Account, Swap (swap fees) will not be credited/debited, however, the Client will be charged a specific commission for transferring positions over midnight. A complete commission table is available on the Company's website, "Swap-Free Accounts" section.
- 4.28.** In the event the Client's Swap-Free Account balance is zero (0) and no trading activities were performed with this Account for the period of six (6) months or more, the Company is entitled to change the type of the Account to a regular Account and to apply the Swap (Swap fees).
- 4.29.** The Company reserves the right to revoke the Swap-Free status of the Swap-Free Account unilaterally without prior notification if the Client acts contrary to this Agreement, lawful

interests of the Company and/or does not act in good faith. In the event the Swap-Free status of an Account is cancelled, the Company reserves the right in its sole discretion to:

(i) retroactively recover all Swap fees, interest, costs, expenses and/or similar from the Client, (ii) to nullify any trades the Client made by using the Swap-Free Account in question, and (iii) to cancel any related profits or losses, that the Client should have received from or paid to the Company, as the case may be, if the Account in question was never granted Swap-Free status.

- 4.30.** All the risks (including, but not limited to, risk of financial loss), related to the removal of the Swap-free status of the Swap-Free Account from the particular Account, are borne by the Client.

## **5. ADMINISTRATION OF CLAIMS AND DISPUTES**

- 5.1.** Claims for lost profit are not considered.
- 5.2.** The Company does not accept and/or compensate claims for moral damages.
- 5.3.** All claims shall be sent to [complaints@markets4you.com](mailto:complaints@markets4you.com), not later than in one day from the day when the daily Confirmation receipt.
- 5.4.** The term of the claim consideration is not more than 15 (fifteen) working days.
- 5.5.** If a disputable situation is not described in the Agreement, Regulation or Notice of Risk, the Company will resolve the issue at hand in accordance with its best business practices.
- 5.6.** All disputes shall be resolved amicably. If that is not possible, the Client may apply to the Financial Commission for dispute resolution.
- 5.7.** This Agreement is governed by the laws and regulations of St. Vincent and the Grenadines.