Client Agreement

1. Terms and definitions

1.1. In this Client Agreement ("Agreement"), the words shall have the following meaning:

"Abnormal Market Conditions" shall mean conditions contrary to Normal Markets Conditions, e.g., when there is low liquidity in the market, or rapid price movements in the market, or Price Gaps.

"Ask" shall mean the higher price in the Quote being the price at which the Client may buy.

"Authorized Email Address" shall mean the verified email address of the Client used in the Registration Form.

"Balance" shall mean the total financial result of all Completed Transactions and depositing/withdrawal operations on the Trading Account.

"Base Currency" shall mean the first currency in the Currency Pair quotation.

"Bid" shall mean the lower price in the Quote being the price at which the Client may sell.

"Client Terminal" shall mean the trading program provided by the Company, which is used by the Client to obtain information of financial markets (which content is defined by the Company) in real-time, to make technical analysis of the markets, make Transactions, place/modify/delete Orders, as well as to receive Notices from the Company. The program can be downloaded on the Website free of charge.

"Company" shall mean Finteria Limited, registered in accordance with laws of the Republic of Marshall Islands under registration number 121257 with an office located at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands.

"Closed Transaction" shall mean two counter deals of the same size in different directions (opening a position and closing the position): buying and then selling or selling and then buying.

"Confidential Information" shall mean all information that is disclosed in written, oral, electronic, visual or other form by either party and either (i) marked or designated as "confidential" or "proprietary" at the time of disclosure or (ii) otherwise clearly indicated to be confidential at the time of disclosure. Confidential Information may include, without limitation, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees and consultants and customer or partner information.

"Contract Specifications" shall mean trading terms (such as Spread, Lot Size, Initial Margin, Hedged Margin etc.) for each Instrument, displayed in Trading Platform or published on the Website.

"Currency Pair" shall mean the object of a Transaction based on the change in the value of one currency against the other.

"Client" shall mean any natural or legal person who has submitted the Client Registration Form. Exceptions made for natural persons under the age of 18, as well as the residents and legal persons of the countries where the Company does not provide its services.

"Client Area" or **"Finteria Account"** shall mean the Client's official private and personal space and gateway to all the services offered by the Company including but not limited to any trading and/or non-trading activity.

"Client Information" shall mean any information or documentation that the Company receives from the Client or otherwise obtains relating to the Client.

"Close Only Mode" shall mean the platform's mode that only allows the Client to close Open Positions.

"Dispute" shall mean either:
a) the conflict situation when the Client reasonably believes that the Company as a result of any action or failure to act breaches one or more terms and conditions of the Client Agreements; or
b) the conflict situation when the Company reasonably believes that the Client as a result of any action or failure to act breaches one or more terms and conditions of the Client Agreements; or
c) the conflict situation when the Client makes a deal at an Error Quote (Spike), or before the first Quote comes to the Trading Platform on the Market Opening, or at the Quote received by the Client because the Company made a Manifest Error or because of a software failure of the Trading Platform;
d) any dispute between the Parties which, in the sole opinion of the Party delivering the relevant Dispute Notice, is required to be subject to Clause 17 Dispute Resolution.

"Dormant and/or Inactive Account" shall mean any Trading Account where the Client/account holder/owner of that trading account has not initiated any trading activity and/or inactivity for a period of 6 (six) consecutive months and/or where the Company has not carried out any transactions in relation to the trading account by and/or on the instructions of the Client/account holder/owner and/or his/her authorized representative for a period of 6 (six) consecutive months.

"Dormant and/or Inactive Account Fee" shall mean a handling fee of USD 3 (three) or the equivalent to USD per account per month that the Company may charge at its sole discretion and/or paid by a Client for his/her dormant account(s) held by the Company, as this may be amended from time to time by the Company.

"Equity" shall mean: Balance + Floating Profit - Floating Loss.

"Error Quotes" are rates received which are transmitted to the Client's Terminal due to a system technical error.

"Error Quote (Spike)" shall mean an Error Quote with the following characteristics:
a) a significant Price Gap; and
b) before it appears, there have been no rapid price movements; and
c) before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released; and
d) a significant variance from the market pricing.

"Event of Default" shall have the meaning given in Clause 20 herein.

"Expert Adviser" shall mean an algorithm in the form of a program based on MQL 5 language used to manage a Trading Account and give Instructions to the server via the Client Terminal.

"Floating Profit/Loss" shall mean current profit/loss on Open Positions calculated at the current Quotes.

"Force Majeure Event" shall mean an event beyond the control of the Company and the Client, which prevents a Party from complying with any of its obligations under the Client Agreement, including but not limited to:

1.1.1 act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);

1.1.2 war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;

1.1.3 rebellion, revolution, insurrection, or military or usurped power, or civil war;

1.1.4 contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;

1.1.5 riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Company or of its suppliers or subcontractors; or

1.1.6 acts or threats of terrorism.

"Free Margin" shall mean funds on the Trading Account, which may be used to open a position. It is calculated as Equity Less Necessary Margin.

"Hedged Margin" shall mean the margin required by the Company sufficient to open and maintain Matched Positions. The details for each Instrument are provided in the Contract Specifications.

"Initial Margin" shall mean the margin required by the Company to open a position. The details for each Instrument are in the Contract Specifications.

"Instruction" shall mean an instruction from the Client to the Company to open/close a Position or to place/modify/delete an Order.

"Instrument" shall mean any currency pair, crypto currency and other financial instruments offered by the Company.

"Illicit Profit" shall mean profit which has been generated as a result of an Event of Default, Error Quote or breach of any of the terms and conditions of the Client Agreements.

"Leverage" shall mean 1:100, 1:200, 1:500, (other ratios may also be available on the Website) in respect of Transaction Size and Initial Margin. 1:100 ratio means that to open a position the Initial Margin is one hundred times less than Transaction Size.

"Liquidity Provider" shall mean a bank or an ECN which is streaming tradable prices to the Company and may be used by the Company to hedge the Client's trades.

"Long Position" shall mean a buy position that appreciates in value if market prices increase. In respect of Currency Pairs: buying the Base Currency against the Quote Currency.

"Lot" shall mean a standardized quantity of the instrument in Base Currency.

"Lot Size" shall mean the number of shares, underlying assets or units of Base Currency in one Lot defined in the Contract Specifications.

"Manifest Error" shall mean any error that the Company reasonably believes to be obvious or palpable, including without limitation, offers to execute Transactions for exaggerated volumes of Underlying Assets or at manifestly incorrect market price quotes or prices at a clear loss.

"Margin" shall mean the necessary guarantee funds to maintain Open Positions, as determined in the Contract Specifications for each Instrument.

"Margin Level" shall mean the percentage Equity to Margin ratio. It is calculated as (Equity / Used Margin) * 100%.

"Margin Trading" shall mean Leverage trading when the Client may make Transactions having far less funds on the Trading Account in comparison with the Transaction Size.

"Matched Positions" shall mean Long and Short Positions of the same Transaction Size opened on the Trading Account for the same Instrument.

"Used Margin" shall mean the margin required by the Company to maintain Open Positions. The details for each Instrument are specified in the Contract Specifications.

"Normal Market Conditions" shall mean the market where there are no:
- considerable breaks in the Quotes Flow in the Trading Platform; and
- fast price movements; and
- large Price Gap.

"Open Position" shall mean a Long Position or a Short Position which is not a Closed Transaction.

"Order" shall mean an instruction from the Client to the Company to open or close a Position.

"Order Level" shall mean the price indicated in the Order.

"Party" shall mean any of the parties to this Client Agreement individually and **"Parties"** shall mean parties to this Agreement collectively.

"Price Gap" shall mean the following:
a) the current Quote Bid is higher than the Ask of the previous Quote; or
b) the current Quote Ask is lower than the Bid of the previous Quote.

"Position" shall mean a Client's position in relation to any contract currently open on the Client's Trading Account.

"Quote" shall mean the information of the current price for a specific Instrument, in the form of the Bid and Ask prices.

"Quote Currency" shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

"Quotes Base" shall mean Quotes Flow information stored on the Server.

"Quotes Flow" shall mean the stream of Quotes in the Trading Platform for each instrument.

"Rate" shall mean the value of the Base Currency in terms of the Quote Currency; or any other currency specified in the Contract Specifications for this instrument.

"Registration Form" shall mean a form on the Website that a Client shall fill in to gain access to the services of the Company.

"Server" shall mean the MetaTrader5 Server or other trading software, which is used to execute the Client's Instructions, to provide trading information in real-time mode, calculate Floating Profit/Loss, Equity, and Balance.

"Services" shall mean the services provided by the Company to the Client.

"Short Position" shall mean a sell position that appreciates in value if market prices fall. In respect of Currency Pairs: selling the Base Currency against the Quote Currency.

"Spread" shall mean the difference between Ask and Bid.

"Stop Loss" shall mean an Instruction to close the Open Position for minimizing losses of the Position.

"Take Profit" shall mean an Instruction to close the Open Position for securing profits of the Position.

"Trading Account" shall mean the unique personified registration system of all Closed Transactions, Open Positions, Orders and deposit/withdrawal Transactions in the Trading Platform.

"Trading Account History" shall mean any of and/or all Client's trading and/or non-trading activity including but not limited to deposits, withdrawals, credits and/or any other Services offered by the Company within a Client's account(s) with the Company, whether these derive from and/or on MetaTrader5 platform and as these may from time to time in part of or all be transferred, and/or further archived, and/or shrunk, and/or compressed, however can be provided to the Client upon request.

"Trading Platform" shall mean all programs and technical facilities which provide real-time Quotes and allow Transactions to be made, Orders to be placed/modified/deleted/executed and calculate all mutual obligations between the Client and the Company. The trading platform consists of the Server and the Client's Terminal including, but not limited to MetaTrader5 platform.

"Transaction" shall mean any contract executed by the Client or on behalf of the Client arising under the Client Agreements.

"Transaction Size" shall mean Lot Size multiplied by number of Lots.

"Website" shall mean the Company's website www.finteria.com or such other website as the Company may maintain from time to time for access by Clients.

2. Introduction

2.1. The present Agreement is entered by and between the Company and the Client.

2.2. The Company is Finteria Limited, registered in accordance with laws of the Republic of Marshall Islands under registration number 121257 with an office located at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands.

2.3. The Client Agreement is a general document governing the relationship between the Company and the Client and stipulating the rights and obligations of the Parties. Risk Disclosure, AML/KYC Policy, Privacy Policy as well as any other document published on the Website constitute an integral part of this Agreement. By accepting this Agreement, the Client confirms that he/she has read the Agreement and other documents constituting its integral part in their entirety, agrees to them and admits them to be binding on him/her without a separate acceptance of those documents.

2.4. Specific conditions published on the Website and the Trading Platform, as amended from time to time and without prior Notice to the Client, shall apply in addition to the Client Agreement. The Client undertakes to consult and regularly review the Company's website and the Trading Platform to be timely informed about any changes in respect of those conditions.

3. Account Opening

3.1. The Finteria Account shall be activated by the Company giving Notice to the Client as soon as the Company receives the Registration Form submitted by the Client and:
a) the Client Agreement has been accepted by the Client;
b) the Client's email address has been verified by the Client;
c) the Company has approved the Client's deposit and/or withdrawal methods;
d) relevant identity and KYC checks have been completed to the Company satisfaction.

3.2. The Company is entitled at its absolute discretion to reject the Client's request to open an account if the KYC documentation is inaccurate, incomplete or misleading.

3.3. The Company has the right to cancel duplicated registrations, cancel pending orders and withdrawal requests. The Company may freeze at its sole discretion all duplicated accounts.

3.4. The Client declares and guarantees that:
a) he/she of sound mind;
b) he/she is minimum 18 years old;
c) he/she is not a United States resident, in any sense;
d) the information provided to the Company is true and correct;

4. Services

4.1. The Company shall not provide personal recommendations or advice on the merits of any specific Transactions.

4.2. The Company may from time to time and at its discretion provide information and recommendations in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise:
a) This information is provided solely to enable the Client to make his/her own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
b) The Company gives no representation, warranty or guarantee as to the accuracy of completeness of such information or as to the tax consequences of any Transaction;
d) The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he/she shall receive such information at the same time as other Clients;
e) This information does not necessarily take into consideration the relevant legislative or regulatory framework of the country where the Client is a resident, and it is the Client's responsibility to ensure compliance therewith.

4.3. Market commentary, news, or other information are subject to change and may be withdrawn at any time without prior Notice.

4.4. The Company reserves the right, at its discretion, at any time to refuse to provide the Services to the Client and the Client agrees that the Company shall have no obligation to inform the Client of the reasons. The Company further reserves the right to suspend, delay and/or amend the provision of any Services in the event of Abnormal Market Conditions.

4.5. All trade requests are subject to size considerations. If the requested trade size is larger than the Company can fill at any moment due to market conditions, then the Order may be executed partially or the entire trade or Order may be rejected at the Company's sole discretion.

4.6. All trade requests are executed at prices shown in Trading Platforms given that the equity on his/her trading account is sufficient to accept the trade request.

4.7. The Client understands, confirms and accepts that slippage may occur if the specific price shown to the Client is not available. As a result, the requested order may be executed at a much worse price or the order may be even rejected due to low liquidity.

4.8. The Client understands, confirms and accepts herein that any and/or all of his/her trading history in Trading Platform may at any time and without prior written consent and/or prior Notice to the Client, further be archived by the Company to a single summarized line in the respective trading account.

4.9. The Company reserves the right to reject any trading order of the Client or to adjust the execution price of an order if, in the Company's sole appreciation, the execution of the respective transaction is not possible and/or if the hedging of such transaction is not possible at conditions given by the Client.

4.10.   The Company reserves the right to cancel, adjust, suspend, close, or unwind any Transaction which has resulted from any misconfiguration, technical error, or if the Company suspects any fraud, manipulation, arbitrage, or other forms of deceitful or fraudulent activity on the Client's account or multiple accounts with the Company or otherwise related or connected to any and/or all Transactions. Under such circumstances, the Company shall be entitled to withdraw any profits and charge any costs which it deems, in its sole discretion, to have been inappropriately gained and shall not be liable for the cancelation of any Transaction or profits or in the event of any damages or losses which may result from the suspension, closure or unwinding.

5. Conflicts of interest and material interests

5.1. When the Company deals with or on behalf of the Client, the Company, an associate, or some other person connected or affiliated with the Company, may have an interest, relationship, or arrangement that is material in relation to the Transaction concerned or that conflicts with the Client's interest. By way of example only, when the Company deals with a Transaction for or on behalf of the Client, the Company may be:

a) dealing in the respective Instrument as principal for the Company's own account by selling to or buying the Instrument from the Client; and/or

b) matching the Client's Transaction with that or another client by acting on such other client's behalf as well as on the Client's behalf; and/or

c) dealing in the Instrument which the Company offers to the Client (including holding a long or short position); and/or

d) advising and providing other services to associates or other clients of the Company who may have interests in investments or underlying assets which conflict with the Client's interests.

6. Commissions and fees

6.1. The Client shall be obliged to pay the Company the commissions, charges and other costs set out on the Website. The Company shall display all current commissions, charges and other costs on its Website.

6.2. The Company may vary commissions, charges and other costs from time to time without prior Notice to the Client. All changes in commissions, charges and other costs are displayed on the Company's Website and posting on the Website shall be considered a due Notice.

6.3. The Client agrees if his/her remaining Trading Account Balance is 0 (zero) or negative and his/her Trading Account is inactive for more than 90 (ninety) calendar days, then the Company shall have the right to close the Trading Account.

6.4. In case the Client performs a withdrawal request without any trading activity from the last deposit made or if any other form of abuse is found the Company reserves the right to:
a) charge the Client the equivalent amount of any deposit fees incurred, or
b) 3% (three percent) of the total withdrawal amount.
The Client shall be notified via email about the processed withdrawal request and applied charges.

6.5. In case the Client does not have any trading activity on all Clients Trading Accounts for a period equal to six (6) consecutive calendar months or more starting from the last Clients trading activity, the Company on a monthly basis may charge at its sole discretion the Client an amount of USD 3 (three) or the equivalent to USD per account, depending on the Client's Trading Account currency.

6.6. Client's funds are held on the Company's accounts including segregated accounts opened in the Company's name for holding Client's funds separate from the Company's funds.

6.7. The Client acknowledges and agrees that the Company will not pay interest to the Client on funds located on Client's accounts.

7. Payments

7.1. The Company is entitled, without prior Notice to the Client, to make any currency conversions which the Company considers necessary or desirable for the purposes of complying with its obligations or exercising its rights under the Client Agreement. Any such conversion shall be effected by the Company in such a manner and at such rates as the Company may at its discretion determine, having regards to the prevailing rates for freely convertible currencies.

7.2. The Client may deposit funds to his/her Trading Account at any time.

7.3. The Company is entitled to impose limits or pre-conditions to certain Transactions. For instance, the Company may ask clarification on the origin of funds or the economic background of transactions prior to proceed with Transactions including Client's deposits and transfers;

7.4. The Company may request from the Client a confirmation of accuracy of the personal account data for due diligence and in the event of a withdrawal. The Company may request a notarized copy of the Client's ID and the document proving his/her place of residence. Inability to provide requested documents may result in the Company's decision to cancel all trading orders and terminate the Agreement.

7.5. The Company shall update on a regular basis the available payment system on the Deposit & withdrawal section of the Website. The availability of each payment system may differ depending on the Client's country of residence. If a specific withdrawal method is not available, the Company will determine the withdrawal method.

7.6. The Client shall have the right to request full or partial withdrawal of funds, provided that all trading positions of the Client are closed, and the Company has deducted all amounts due under the Client Agreement. If some positions are still opened upon receipt of the Client's withdrawal order, the Company shall be entitled to consider such withdrawal instruction as an Instruction to close all positions either immediately or at such time the Company deems acceptable;

7.7. Maintenance fee of 20% will be applied on each withdrawal, if the turnover requirement is not completed. The turnover requirements are following:
- For accounts without bonus, the turnover requirement is 1x the sum of all deposits.
- For accounts with bonuses, the turnover requirement is 3x the sum of all deposits and bonuses. Upon withdrawal, profits may be removed if the turnover requirement is not completed.

7.8. The Company is entitled to refuse the execution of payment orders which do not contain the required information.

7.9. The Company may reject payment orders from or to countries, financial institutions, natural or legal persons under sanctions.

7.10. Payment orders are irrevocable from the moment of the debit of the account.

7.11. In some cases, and considering that third parties, i.e., payment service providers, are involved in funds transfer, e.g., payment institutions, banks, card processing schemes etc., fund transfer may take up to five banking days after receiving a Client's order. The security service of the company has the right to hold the order up to 10 business days, previously having notified the Client.

7.12. When funding own account, the Client shall use the Company's current banking or electronic wallet details, received at the Company's website only and effective on the payment date. Current banking details mean details received within 24 (twenty four) hours prior to payments. The Company cannot be held responsible for the funds which the Client transferred using banking details different from current, and does not offer investigation and refund of Client's payment and cannot credit these funds to Client's trading balance. Trading deposit funding orders may be issued, and current banking details may be received in the appropriate section of the Client Area on the payment day.

7.13. Identification is required for all withdrawals, regardless of the withdrawal amount. If the account is initially funded by credit or debit card or is at any point funded using a credit or debit card, the Company will require a copy of the front and back of the credit card used, hiding sensitive authentication data, a government issued photo ID (such as a driver's license or passport) and a 3-months recent proof of address (such a bank statement or utility bill), if needed. Mobile phone bills and other general mail does not satisfy this requirement. If an account has been funded using multiple credit or debit cards, the Company requires copies of all cards used before a withdrawal is approved. The Company has the right to reject the withdrawal unless the identification is completed and validated.

7.14. The Company reserves the right to take up to 3 business days to verify the deposited funds before crediting them to the trading account.

7.15. All crypto transactions undergo crypto AML verifications. In case a transaction doesn't pass the AML check, the Company reserves the right to return the funds and close the account of the Client.

8. Limitations of liability and indemnity

8.1. In the event the Company provides advice, information or recommendations to the Client, the Company shall not be responsible for the profitability of such advice, information or recommendations. The Client acknowledges that the Company shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any information given to the Client including, without limitation, information relating to any Transactions. Subject to the right of the Company to void or close any Transaction in the specific circumstances set out the Client Agreement, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.

8.2. The Company shall not be liable for any loss or expense incurred by the Client in connection with, or directly or indirectly arising from:
a) any error or failure in the operation of the Trading Platform or any delay caused by the Client's Terminal;
b) Transactions made via the Client's Terminal;
c) any failure by the Company to perform any of its obligations under the Client Agreement as a result of a cause beyond its control; or
d) acts, omissions or negligence of any third party.

8.3. The Client shall indemnify the Company and keep the Company indemnified on demand in respect of all liabilities, costs, claims, demands and expenses of any nature whatsoever which the Company suffers or incurs as a direct or indirect result of any failure by the Client to perform any of the Client's obligations under the Client Agreement.

8.4. The Company shall in no circumstances be liable to the Client for any consequential special or indirect losses, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs, expenses or damages the Client may suffer in relation to the Client Agreement, unless otherwise mutually agreed.

9. Communication

9.1. The Client shall notify the Company in writing without undue delay of any changes of his/her personal or contact details or of any other information relevant to this agreement.

9.2. While the Company has not received updated personal and contact details of the Client, the Company bears no liability for communicating with the Client by using those personal and contact details that have been previously provided by the Client.

9.3. Any Notice given under this Agreement may be made as follows:
a) via Trading Platform internal mail;
b) via email;
c) information published on the "Company news" section on the Website.

9.4. . The Client agrees to accept any mandatory Notices and service messages from the Company at any time.

9.5. Any Notice shall be deemed to have been served:
a) if sent by email, within one hour after emailing it;
b) if sent by Trading Platform internal mail, immediately after sending it;
c) if posted on the "Company news" section on the Website, within one hour after it has been posted.

9.6. The Client accepts that the Company, for the purpose of marketing financial services and products, may, from time to time, make direct contact with the Client by phone or otherwise.

10. Amendment and Termination

10.1. The Client acknowledges that the Company has the right to unilaterally amend the terms and conditions of the Client Agreements and its integral parts (see Clause 2.3 herein) at any time and at its sole discretion, by posting the amendments on the Website and/or giving to the Client a Notice by email . If the Client continues using the Services, it is deemed that the Client has accepted the amendments to be binding on him/her.

10.2. Both Parties to the Client Agreement can terminate this Agreement by giving such a Notice to the other Party. The Company accepts such notice only from the Authorized Email Address of the Client.

10.3. Upon termination of this Agreement, the Company shall be entitled without prior Notice to the Client to cease to grant the Client access to the Trading Platform.

10.4. Upon termination of this Agreement, all amounts payable by the Client to the Company shall become immediately due and payable including (but without limitation):
a) all outstanding fees, charges and commissions;
b) any dealing expenses incurred by terminating this Agreement and charges incurred for transferring the Client's investments to another investment firm; and

c) 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.

10.5. The Company reserves the right at its absolute discretion, to disable the Client's account without prior Notice in case it places abnormal number of orders, large number of erroneous requests which creates an extra-load to the Company's servers and can cause negative trading experience to the other clients of the respective servers. Erroneous requests may include but not limited to invalid stops or modifications, wrong Take Profit or Stop Loss, over limit volume or number of orders, requests with not enough account funds and others. The Company also may reject the Client's new registrations in the future.

10.6. The Company reserves the right to cancel the Client's trading orders and reject service provision if fraud attempts were done in order to take advantage of particularities of trading conditions and trading software or equipment, including registrations in the affiliate programs with a purpose of getting an extra profit from trading activity, where trading account holder and affiliate account holder is the same person, or trading account and affiliate account are operated by the same person.

11. Confidentiality and waiver

11.1. Neither Party shall disclose to any person (unless required to do so by any applicable law or by any regulatory or supervisory authority or by any other person entitled by law to require such disclosure) any Confidential Information of the other Party which it may become aware in the course of its duties or otherwise, and each Party shall use all reasonable endeavors to prevent any such disclosure.

11.2. By adhering to the Client Agreement, the Client however authorizes the Company to disclose such information relating to the Client, his/her account and his/her Transactions as may be required for the execution of contractual obligations (e.g. indication of the name and address of the ordering client when ordering cards to third parties such as Visa or Mastercard on behalf of the Client, when executing transfer orders, when declaring derivatives Transactions to a central repository, when providing clarification of economic background of transfers and/or origin of Client's funds if requested by correspondent banks or by other intermediaries in payments transactions, when storing backup data, etc.), by any law, rule, or regulatory authority without prior Notice to the Client.

11.3. Moreover, the Client hereby acknowledges that the Company itself may be under an obligation to provide to the relevant authorities, stock exchanges or securities issuers, vendors, trading counterparties certain information regarding namely the Client's name, his/her trading positions and Transactions, the beneficial owner of the account, etc.

11.4. For the processing of domestic and cross-border payments or transfer of securities, the Company is required to provide certain data, such as the name, address, IBAN and account number of the ordering client, possibly his/her identification number, date of birth and/or place of birth. The Client acknowledges and accepts that such data may be communicated to the involved banks, intermediaries, payment system providers, etc. The Client expressly authorizes the Company to disclose such information whenever instructions are sent in relation to such transfers. The Company shall not be liable for losses that may arise from the disclosure of such information.

11.5. When concluding this Client Agreement, the Client also confirms having read and agreed with the Company's Privacy Policy published on the Website which may be amended from time to time, without prior Notice.

12. Client's warranties and representations

12.1. The Client represents and warrants to the Company, and agrees that each representation and warranty is deemed repeated each time the Client gives an Instruction by reference to the circumstances prevailing at such time, that:
a) the information provided by the Client to the Company in the Client Registration Form and at any time thereafter is true, accurate and complete in all material respects;
b) the Client acts as a principal;
c) all actions performed under the Client Agreement shall not violate the applicable regulations or any law, ordinance, charter, by-law or rule applicable to the Client or to the jurisdiction in which the Client is a resident, or any agreement by which the Client is bound or by which any of the Client's assets are affected;
d) the Client acknowledges, recognizes and understands that trading certain Instruments may be either prohibited or strictly regulated in certain jurisdictions. The Client shall inform the Company of any restrictions applicable to him/her. The Client acknowledges, recognizes and understands that he/she alone shall be liable for any consequences that may result from failing to provide the Company with such information;
e) the Client agrees to the provision of the information of the Client Agreement by means of the Website and/or any other means which the Company chooses at its sole discretion;
f) the Client confirms that he/she has a regular access to the internet and consents that the Company provides him/her with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, the Client Agreement, and information about the nature and risks of investments by posting such information on the Website;
g) the Client is carrying out and will at any time carry out all Transactions on the Trading Platform on a well-thought-out basis and not as gambling or a wager;
h) the Client has adequate and sufficient knowledge and understanding of the Instruments and Transactions to be carried on and is familiar with the regulations of the relevant markets, transactions and products;
i) the Client will not engage in trading with funds which were borrowed or that he/she cannot afford to lose;
j) the Client has decided to use the Company's services based on its own testing, verifications and information found on the Website and not in reliance upon any representation or warranties whether written or oral express or implied made by the Company's representatives. Any such warranty or representation are not binding the Company in any manner and only reflects the personal understanding and opinion of the concerned employees;
k) the Client understands and agrees that the Company is the legal counterparty of all his/her trades, does not guarantee the absence of any conflict of interest between him/her and the Company and that all Client trades will not necessarily be hedged in part or in full with external counterparties;
l) the Client has thoroughly tested any Expert Advisor, trading strategy, tool, function, programming code, specific order, setting or combination thereof as well as any third party software on the demo account, and found them compatible and satisfactory before use on his live account;
m) the Client acknowledges the electronic nature of the Trading Platform which shall be provided strictly on "AS IS" and "WITH ALL ITS FAULTS" basis.

12.2. In addition to all other rights and remedies available to it, the Company has the right to render any position voidable or to close out any or all positions at the current Quotes at any time, at its absolute discretion, if the Client breaches Clause 12.1 herein.

13. Force Majeure

13.1. The Company is released from any liability for partial or complete failure to perform its obligations under the Client Agreement, including regarding any Order and Transaction pursuant to the Agreement, if such failure is caused by Force Majeure Event.

13.2. A Force Majeure Event does not terminate the Agreement but immediately suspends the obligations of the Company for the all duration of the Force Majeure Event.

13.3. The Company shall swiftly inform the client in case it invokes a Force Majeure Event. This notice shall specify the starting date and time, the cause and the expected duration of the Force Majeure Event.

13.4. The Company shall swiftly notify the client when the Force Majeure Event has ended. This notice shall specify the date and time of the ending of the Force Majeure Event.

13.5. The Company shall use commercially reasonable efforts to resume performing its obligations after the ending of a Force Majeure Event.

13.6. The Company and the Client agree to postpone any claim toward each other until the end of the Force Majeure Event.

14. Miscellaneous

14.1. The Company has the right to suspend the Client's Trading Account at any time for any good reason (including Abnormal Market Conditions) with or without a Notice to the Client.

14.2. The Company reserves the right to suspend, close or unwind any Transaction which has resulted from any miss-configuration, technical error or if the Company suspects any fraud, manipulation, arbitrage or other forms of deceitful or fraudulent activity in a Client's account or multiple accounts with the Company or otherwise related or connected to any and/or all Transactions. Under such circumstances the Company shall be entitled to withdraw any profits and charge any costs which it deems, in its sole discretion, to have been inappropriately gained and shall not be liable for the cancellation of any Transaction or profits or in the event of any damages or losses which may result from the suspension, closure or unwinding.

14.3. In the event that a situation arises that is not covered under the Client Agreements, the Company will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.

14.4. Any liability of the Client to the Company under the Client Agreements may in whole or in part be released, compounded, compromised or postponed by the Company in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by the Company of a breach of any of the terms and conditions of the Client Agreements or of a default under these terms and conditions does not constitute a waiver of any other breach or default and shall not affect the other terms and conditions. A waiver by the Company of a breach of any of the terms and conditions of the Client Agreements or a default under these terms and conditions will not prevent the Company from subsequently requiring compliance with the waived obligation.

14.5. The Client may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Client's rights or obligations under the Client Agreements to the third parties without prior written consent of the Company.

14.6. The Client does not have the right to give third parties access passwords to the trading platform or the Client Area and agrees to keep them secure and confidential.

14.7. All actions related to the fulfillment of the Client Agreements and/or the usage of logins and passwords are considered executed by the Client. The Company does not bear responsibility for the unauthorized use of registration data by third parties.

14.8. The Client accepts and understands that the Company's official language is English, and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English in the Company's local websites is for information purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

14.9. The Company reserves the right to disable any account of the Client to Close Only Mode without prior notification. If the Company disables the Client's Trading Account to Close Only Mode, it means that the Client shall not be permitted to open any new Transactions or increase exposure under existing Transactions, but the Client shall be permitted to close, part close or reduce exposure under the existing Transactions. Any Dispute arising in this regard shall be resolved by the Company in its sole and absolute discretion.

14.10.   The Client shall hold full responsibility for the accuracy of payments executed. If the Company's bank account details change, the Client shall bear full responsibility for any payments carried out to the outdated bank details from the moment the new details are published in the Client Area.

15. Dormant Accounts

15.1. The Company, under the terms and conditions of this Agreement and in accordance with its internal policies and procedures, reserves the right in its absolute discretion, to create a dormant accounts policy and/or to impose on any dormant and/or inactive account a handling fee of USD 10 (ten) or the equivalent to USD per account per month and/or close the trading account upon and/or after the period of 3 (three) consecutive months of inactivity in the following cases:
a) Where a Client has not transacted with the Company for a period of 3 (three) consecutive months and the Company may deemed the Trading Account to be dormant and/or inactive;
b) Where the Client's dormant and/or inactive account(s) has a positive cash balance, the Company reserves the right at its absolute discretion to apply and/or impose a handling fee of USD 10 (ten) or the equivalent to USD per account per month and as this may be amended from time to time by the Company;
c) Where the Client's dormant account and/or inactive account(s) has a 0 (zero) cash balance, the Company will reserve the right to close the account(s) upon and/or after the period of 3 (three) consecutive months of inactivity.

16. Place of Performance, Governing Law and Jurisdiction
16.1. The place of performance of the Client Agreement and of all the obligations arising from these Agreements is Saint Vincent and the Grenadines.

16.2. This Agreement shall be governed by and construed in accordance with the laws of Saint Vincent and the Grenadines.

16.3. In the event of a dispute arising out of or relating to the Client Agreements, the Client irrevocably agrees that these parties shall first seek settlement of that Dispute with the Company under the dispute resolution procedure set out in Clause 17 herein.

16.4. With respect to any proceedings, the Client irrevocably:
a) agrees that the courts of Saint Vincent and the Grenadines shall have exclusive jurisdiction to settle any disputes in connection with the Agreement; and
b) submits to the jurisdiction of the courts of Saint Vincent and the Grenadines; and
c) waives his/her right to any objection which the Client may have at any time to the filing of any legal cases in any such courts; and
d) agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Client.

16.5. In the case of a Dispute which cannot be resolved following the dispute resolution procedure provided in Clause 17 below, the parties submit to the jurisdictions of the Courts of Saint Vincent and the Grenadines.

17. Dispute Resolution

17.1. If the Client becomes aware of a discrepancy between the display of his results of trading activity as it should be in the Client's understanding and the display of such results provided by the Company, e.g., if an order that was placed does not appear, has been modified, a position which shall be open is closed, the position which shall be closed is not closed, extra position(s) and/or order(s) has(ve) appeared etc., the Client shall take immediate remedial action or close the position(s) immediately.

17.2. Should the Client not proceed in this order described in Clause 17.1, the Client takes full responsibility for financial outcome from the moment of a failure to act, irrespective of further impact of gain or loss on the total profit and loss. Failure to proceed in this order is considered a failure to mitigate damages.

17.3. When the Client becomes aware of the issue, the Client shall immediately file a complaint with the Company. Any failure to do so within 48 hours after execution of a Transaction, shall be considered as an irrevocable conclusive acceptance by the Client of such Transaction and its conditions of execution.

17.4. To file any complaint, the Client shall send an email from the Authorized Email Address. The complaint shall include:
a) Client's login in the trading platform;
b) details of when the conflict first arose (date and time in the trading platform time zone);
c) ticket of the position and/or Pending Order;
e) detailed description of the disputed situation.

17.5. The complaint must not include emotional description/assessment of the conflict situation, offensive language, obscenities, threats.

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

17.7. Disputes not mentioned in the Client Agreements are resolved in accordance with the common market practice and at the sole discretion of the Company.

17.8. The Client shall not make public statements in any form concerning any grievance for 30 (thirty) days. Should the Client violate this provision, the Client agrees to pay to the Company anticipated reputational damages in the amount of USD 100 (one hundred) per day per violation, to a cumulative maximum of USD 5'000 (five thousand).

17.9. Additionally, the Client hereby expressly consents that in case any issue/dispute involving the Client is disclosed via media including on the Internet, whether by disclosure by the Client or by third parties, the Company may freely comment on such disclosure and provide via concerned media any information useful for understanding the Company's position about the disclosed issue/Dispute. Therefore, the Client releases the Company from its confidentiality duties in such cases and releases the Company from any liability in case any damage occurs due to the disclosure of information.

17.10. To file a complaint, the Client shall use the official means of communication provided by the Company on its website. Inquiries places using online communication tools, such as Skype, or any social media, are not considered as official and not taken into consideration.

17.11. 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.

17.12. 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.

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

17.14. In the event of irregular Quotes from liquidity providers, the Company reserves the right to limit trading to Close Only mode (only the closing of positions is available) on the respective instruments without prior warning.

17.15. The Company reserves the right, at its sole discretion, and without prior warning, to block the Orders on a trading account sent by an Expert Advisor.

17.16. The Server Log-File is the most reliable source of information in 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.

17.17. 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.

17.18. The Company may indemnify the Client by:
a) crediting/debiting the Client's Trading Account: this correcting entry will have an explanatory narrative; and/or
b) reopening erroneously closed positions; and/or
c) deleting erroneously opened positions or placed Orders.

17.19. In any event, the Client and the Company shall make every endeavor to amicably resolve any Dispute, in good faith and in a constructive manner. The Client acknowledges and agrees that threats and blackmailing towards the Company are prohibited and constitute valid ground for interrupting negotiations and for immediate termination of the business relationship.

17.20.   Without prejudice to any other rights of the Company under this Client Agreement, in case the Client and the Company are in a dispute on a trading order, the Company shall be entitled at its sole discretion and without prior Notice to take any and all actions the Company reasonably believes to be desirable for the purpose of limiting the maximum amount involved in the dispute. The Company shall not be liable for or be under any obligation to the Client in connection with any subsequent fluctuations in the level of the exposure of the accounts of the Client.

17.21.   This Section shall survive any termination of the relationship with the Client.

18. Refusal of Complaint

18.1.   The Company shall have the absolute right to refuse a complaint lodged by a Client.

18.2.   If the Client has been notified in advance by Trading Platform internal mail or some other way of routine construction on the Server, complaints made in regard to any unexecuted Instructions which are given during such a construction period, are not accepted. The fact that the Client has not received a Notice shall not constitute a reason to lodge a complaint

18.3.   Complaints in regard to a Transaction or Order execution based on the difference in the prices for the Contract for Difference in the Trading Platform and for the underlying asset of the Contract for Difference are not accepted.

18.4.   Complaints in regard to time of Order execution notwithstanding the amount of time the Company needed to execute the Order as well as the time when the Server Log-File recorded Order execution are not accepted.

18.5.   No Client complaints shall be accepted in regard to the financial results of the deals made using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Company afterwards) opened at an Error Quote (Spike) or at a Quote received as a result of a Manifest Error.

18.6.   In regard to all Disputes any references by the Client to the Quotes of other companies or information systems shall not be taken into account.

18.7.   The Client acknowledges that the Company shall not notify him/her that the Dispute has been resolved and the position has been reopened and the Client shall be responsible for all the risks in this respect.

18.8.   Once the Dispute has been resolved, the Company has the right to trigger the Stop Loss or Take Profit in the chronological order in which they would have been triggered if the position had stayed open.

18.9.   The Company has the right to void any Transaction if the corresponding hedge trade has been cancelled by a Liquidity Provider.

19. Risk Acknowledgement and Disclosure

19.1.   The Company discloses and the Client acknowledges that he/she runs a high risk of incurring losses and damages as a result of the purchase and/or sale of any financial instrument and accepts that he/she is willing to undertake this risk.

19.2.   The Client acknowledges, recognizes and understands that trading on margin:
a) is highly speculative;
b) exposes the financial situation of the Client to a very high degree of volatility which may cause very substantial movements in the level of the account balance;

c) may involve an extremely high degree of financial risk which may cause losses in the full amount of equity prepaid by the Client.

19.3. The Client acknowledges, recognizes and understands that this Section does not describe all risks relating to the execution and holding of Transactions, and confirms that he has the capacity to assess and understand the risks associated with such Transactions.

19.4. The Client acknowledges, recognizes and accepts that:
a) He is willing and able, financially and otherwise, to assume the risk of trading in speculative Instruments;
b) When the Client enters into any Transaction, any profit or loss arising as a result of a fluctuation on market will be entirely for the Client's account and risk;
c) All the Client's investment decisions will be based solely on his own evaluation of the market, his financial circumstances and investment objectives; the Client agrees not to hold the Company liable for any trading losses or other damages or losses incurred by the Client;
d) Abnormal Market Conditions and/or imbalance of supply and demand and/or a lack of Liquidity may result in the temporary impossibility to carry out, buy or sell orders and, consequently, to wind up positions that the Client wishes to liquidate, or that the Client may have decided to liquidate due to insufficient amount of the prepaid margin. The Client is fully aware of the significant losses he may suffer due to those factors, among others.

20. Default

20.1. Each of the following constitutes an "Event of Default":
a) the failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amount due under the Client Agreements;
b) the failure of the Client to perform any obligation due to the Company;
c) the Client (if the Client is a natural person) dies or becomes of unsound mind; or
d) the Client attempts and/or performs any of the actions which shall be determined by the Company as fraud, manipulation, swap-arbitrage or other forms of deceitful or fraudulent activity in the Client's account or accounts with the Company;
e) the Client has carried out trading:
- which can be characterized as excessive without a legitimate intent, to profit from market movements;
- while relying on price latency or arbitrage opportunities;
- which can be considered as market abuse.

20.2. If an Event of Default occurs, the Company may, at its absolute discretion, at any time and without prior Notice, take one or more of the following steps:
a) close out all or any of the Client's Open Positions at current Quotes;
b) debit the Client's Trading Account(s) for the amounts which are due to the Company;
c) close any or all of the Client's Trading Accounts held with the Company;
d) refuse to open new Trading Account(s) for the Client;
e) adjust the Client's Trading Account balance to remove illicit profit.

Date: {date}

Name: {first_name} {last_name}

Signature:

${signature_image:[width]x[height]}

Risk Disclosure

This document is a disclosure by Finteria Limited ("Company"), which provides the service to the Client under the terms and conditions of the Client Agreement, of the potential risks involved in trading on financial markets. The Client should first and foremost be aware of the potential losses associated with this activity. However, due to the wide range of possible scenarios, this document cannot disclose all risks inherent in trading on financial markets. The terms used in this document have the same meaning as defined in the Client Agreement. This document is an integral part of the Client Agreement.

1. Effect of "Leverage"

1.1. When executing trading operations under margin trading conditions, even small market movements may have a great impact on the Client's trading account due to the effect of leverage. The Client shall consider that if the trend on the market is against them, the Client may sustain a total loss of their initial margin and any additional funds deposited to maintain open positions. The Client shall hold full responsibility for all risks, financial resources used and the chosen trading strategy.

1.2. We highly recommend maintaining a Margin Level no lower than 1,000%, as well as placing Stop Loss orders to limit potential losses.

2. Highly Volatile Instruments

2.1. Many instruments are traded within wide ranges of intraday price movements so the Client must carefully consider the fact that there is not only a high probability of profit, but also of loss.

3. Technical Risk

3.1. The Client shall assume the risk of financial loss caused by the failure of information, communication, electronic and other systems.

3.2. When executing trading operations through the Client's terminal, the Client shall assume the risk of financial loss, which can be caused by:

      a) the failure of Client's hardware, software and internet connection;

      b) the improper operation of Client's equipment;

      c) the wrong settings in the Client's terminal;

      d) delayed Client's terminal updates;

      e) the Client's ignorance of the applicable rules described in the MetaTrader 5 User Guide.

3.3. The Client acknowledges that at the moment of peak load there may be some difficulties in getting phone or chat communication with the duty operator, especially on the fast market (for example, when key economic indicators are released).

4. Abnormal Market Conditions

4.1. The Client shall acknowledge that under abnormal market conditions, the execution time for Client's instructions may increase.

5. Trading Platform

5.1. The Client shall acknowledge that only one request or instruction is allowed in the queue. Once the Client has sent an instruction, any other request or instruction sent by the Client will be ignored. In the "Order" window, the "Order is locked" message will appear.

5.2. The Client shall acknowledge that the only reliable source of quoting information is the server for Clients with live accounts. The quote base in the Client's terminal shall not be considered a reliable source of quoting information, as in the case of a bad connection between the Client's terminal and the server, some of the quotes simply may not reach the Client's terminal.

5.3. The Client shall acknowledge that when the Client closes the window to place/modify/delete an order, as well as the window to open/close a position, the instruction or request which has been sent to the server will not be cancelled.

5.4. The Client shall assume the risk of executing unplanned transactions in the event the Client sends another instruction before receiving the result from the instruction sent previously.

5.5. The Client shall acknowledge that if an order has already been executed but the Client sends an instruction to modify the level of a pending order and the levels of Stop Loss and/or Take Profit orders at the same time, the only instruction that will be executed is the instruction to modify the Stop Loss and/or Take Profit levels on the position opened on that order.

6. Communication

6.1. The Client shall assume the risk of any financial loss caused by the Client incurred due to not receiving a notification from the Company.

6.2. The Client shall acknowledge that unencrypted information transmitted by email is not protected from unauthorized access.

6.3. The Client shall agree that the Company has the right to delete messages sent to the Client through internal mail 3 (three) days after they have been sent, despite the fact that the Client may not have received them yet.

6.4. The Client shall hold full responsibility for the safekeeping of information received from the Company and assumes the risk of any financial loss caused by unauthorized access to the Client's trading account by a third party.

7. Force Majeure

7.1. The Client shall assume all risks of financial loss caused by a Force Majeure Event.

8. Statutory Prohibitions and Restrictions

8.1. The Client shall assume all financial and other risks when completing operations (or actions connected with these operations) on financial markets that are statutorily prohibited or restricted by the legislation of the country in which the Client is a resident.

Date: {date}

Name: {first_name} {last_name}

Signature:

${signature_image:[width]x[height]}