



A.S.K. SERVICES INTL LTD. CUSTOMER AGREEMENT

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Risk Warning: CFDs are complex instruments and come with a high risk of losing money rapidly due to leverage.

Between 74-89 % of retail investor accounts lose money when trading CFDs.

You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.



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1. INTRODUCTION

- 1.1 A.S.K. Services INTL Ltd. (hereinafter referred to as “A.S.K. Services INTL Ltd.” or the “Company”) is a Broker carrying on the services in the international forex (hereinafter referred to as the “FX”) and contract or differences (hereinafter referred to as the “CFDs”) market to retail and corporate clients (hereinafter referred to as the “Services”) in accordance with the Laws of Anguilla under Registration Number: A000002004, (hereinafter called “A.S.K. Services INTL Ltd.”), and its Clients for the provision of Brokerage services and ancillary services referred to under Clause 2 (Services) in relation to certain financial instruments.
- 1.2 A.S.K. Services INTL Ltd. is incorporated in accordance with the Business Companies Act 2022, with the organizational and legal form – a limited liability company as international business companies (hereinafter referred to as “IBC”). The relevant law is contained in the Company Management Act of the Revised Statutes of Anguilla C75) and the Business Companies Ac 2022 of Anguilla.
- 1.3 The Services General Conditions apply in addition to any specific agreement which specifies the services provided to such Client. In case of discrepancy between the Services General Conditions and that specific agreement, the latter shall prevail.
- 1.4 The Customer acknowledges that the Company’s official language is English.
- 1.5 The Service Agreement is legally binding between the Customer and the Company whereby the Customer Agreement forms the basis on which the Company provides investment and ancillary services to the Customer.
- 1.6 The Customer understands that he/she should read and accept the Trading Terms and Conditions of the Company and should refer to the legal information provided in the Company’s official website for any amendments or additional information and disclosures from the Company.
- 1.7 The Customer acknowledges that he/she has read, understood and accepted the Customer Agreement, as amended from time to time, in addition to any information contained within the Company’s website, including but not limited to the information contained within the “Legal Documents” sections (together, the “Service Agreement”).

2. SCOPE AND APPLICATION OF THE TRADING TERMS AND CONDITIONS

- 2.1 The Terms and Conditions of Business apply to all the actions that are directly related to the Brokerage services provided by the Company.
- 2.2 The Terms and Conditions of Business lay out the framework of the Service Agreement and the nature of the investment services provided by the Company. They cannot be negotiated, or be overruled by, any prior agreements or arrangements made between the Company and the Customer.
- 2.3 The Service Agreement governs the relationship between the Company and the Customer and provides the necessary information to the Customer prior to making a decision in regards to the Company and its services.



2.4 The Service Agreement will commence on the date on which the Customer receives such notice from the Company via email and not until all documentation required has been duly completed by the Customer and received by the Company.

3. INTERPRETATION OF TERMS

3.1 Unless otherwise indicated, the defined terms included in the Customer Agreement shall have a specific meaning and may be used in singular or plural form as appropriate.

“Access Codes” shall mean the unique codes which the Customer will create to enable his/her access to the trading platform.

“Account” shall mean a personalized trading account of the Customer with the company.

“Account Detailed Report” shall mean a statement of the Customers securities portfolio, open positions, margin requirements, cash deposit etc. at a specific point in time.

“Ask” shall mean the higher price in a Quote being the price at which the Customer may buy.

“Authorised Representative” shall mean either the natural or legal person who is expressly authorised by the Customer to act on his/her behalf; where such a relationship is documented through a Power of Attorney, a copy of which is held by the Company.

“Balance” shall mean the total financial result of all completed transactions and any deposits to, or withdrawals from, the Trading Account.

“Balance/Base Currency” shall mean the currency that the trading account is denominated in. **“Bid”** shall mean the lower price in a Quote being the price at which the Customer may sell.

“Business Day” shall mean every week day, excluding Saturdays and Sundays and any other International Holidays/ International Bank Holidays or Closing Date to be publicized on the Company’s website or sent by Written Notice.

“Closed Position” shall mean the opposite of an open position.

“Completed Transaction” shall mean two counter deals of the same size, an opening and a closing position.

“Contract for Difference (CFD)” shall mean a CFD on spot foreign exchange (“FX”), or a CFD on shares, or a CFD on spot metals or a CFD on futures or any other CFD related instrument that is available for trading through the A.S.K. Services INTL Ltd. trading platform(s); a full list is available online at the Company’s website.

“Contract Specifications” shall mean the principal trading terms for each type of financial instrument and/or type of Customer Account as determined by the Company from time to time at its discretion (these may include e.g. margin requirements, spreads, swaps, lot sizes, minimum level for placing orders, financing charges, Company charges, minimum deposit requirements for different types of Customer Accounts etc.).

“Currency” of the Customer Account shall mean the currency that the Customer Account is denominated in.

“Currency Pair” shall mean the object or underlying asset of a currency transaction based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the



Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.

“**Customer**” shall mean either the natural or legal person who received notification as per **Clause 2.1**.

“**Customer/Trading Account**” shall mean the account, uniquely numbered, containing all Completed Transactions, Open Positions, Orders and deposit/withdrawal transactions in the Trading Platform(s).

“**Customer Agreement**” shall mean the agreement between the Customer and the Company relating to the investment and ancillary services provided by the Company.

“**Customer Terminal**” shall mean the MetaTrader program version 5, or an updated version, in addition to any trading platform facilitations to web and mobile traders, which are used by the Customer in order to obtain information on underlying markets in real-time, to make technical analysis of the markets, make Transactions, place/delete/modify Orders, as well as to receive notices from the Company and keep a record of Transactions.

“**Equity**” shall mean the Balance plus the Floating Profit minus the Floating Loss.

“**Floating Profit/Loss**” shall mean current profit/loss on Open Positions calculated at the current Quotes (including any commissions or fees where applicable).

“**Free Margin**” shall mean funds that are available for opening a position. It is calculated as Equity less Margin.

“**Indicative Quote**” shall mean a Quote for which the Company has the right not to accept any instructions or execute any Orders.

“**Introducing Broker**” shall mean a 3rd party who introduces prospective Customers to the Company.

“**Initial Margin**” shall mean the necessary margin required by the Company in order to open a position for each type of financial instrument.

“**Leverage**” shall mean the ratio of transaction size to initial margin. For example, a 1:30 ratio means that in order to open a position, the initial margin is one hundred times less than the transaction size.

“**Lot**” shall mean a unit measuring the transaction amount specified for each financial instrument. In foreign currency 1 lot equals 100,000 units of the base currency.

“**Margin**” shall mean the required funds available in a trading account for the purpose of maintaining an open position.

“**Margin Call**” shall mean the situation whereby the Company informs the Customer to deposit additional funds when the Customer does not have enough margin to open or maintain positions.

“**Margin Level**” shall mean the Equity to Margin ratio, calculated as Equity divided by Margin times a hundred.

“**Open Position**” shall mean any position that has not been closed and is therefore not a Completed Transaction.

“**Order**” shall mean the instruction from the Customer to the Company to open or close a position when the price reaches a predefined order level.

“**Over-the-Counter (“OTC”)**” shall mean the execution venue for any financial instrument whose trading is



governed by the Service Agreement.

“Quote” means the information for the current price for a specific instrument given as the Bid and Ask prices.

“Parties” shall mean the parties to this Customer Agreement which is the Company and the Customer.

“Required Margin” shall mean the necessary margin required by the Company so as to maintain open positions.

“Service Agreement” shall mean the Customer Agreement, as amended from time to time, in addition to any information contained within the Company’s website, including but not limited to the information contained within the “Legal Documentation” sections.

“Slippage” shall mean the difference between the expected price of a transaction and the price a transaction is actually executed at. Slippage often occurs during periods of high volatility (for example due to market news announcements) making an order at a specified price impossible to execute when market orders are used due to a lack of liquidity and also when large volume orders are executed.

“Spread” shall mean the difference between the Ask and Bid prices of an underlying asset in a CFD at that same moment.

“Swap or Rollover” shall mean the interest added or deducted for holding a position open overnight.

“Terms and Conditions” mean the Company’s Terms and Conditions of Business that govern the actions relating to the execution of the Customer’s orders. These are available on the Company’s website.

“Transaction” shall mean any contract, transaction or dealing entered into or executed by the Customer or on behalf of the Customer.

“Transaction Size” shall mean the lot size multiplied by the number of lots.

“Value Date” shall mean the delivery date of funds.

“Website” shall mean the Company’s website at www.askservicesintl.com or any other website as the Company may maintain from time to time for access by Customers.

“Written Notice” shall mean such notice made through the Trading Platform internal mail; email; facsimile transmission; post; or information published on the Company’s website.

4. CUSTOMER ACCOUNT OPENING PROCEDURE

- 4.1 After each prospective Customer fills in and submits an Application/KYC Form together with all the required documentation requested by the Company, the Company will perform all internal controls and will send to the prospective Customer a notice informing him/her whether or not he/she has been accepted as the Company’s Customer.
- 4.2 The Agreement will take effect and begin on the date on which the Customer receives notification from the Company that he/she has been accepted as the Company’s Customer and that a Customer Account has been created for him/her. The Company is not required to accept any person as its Customer until all the necessary documentation has been fully completed by such person and received by the Company, and all internal controls have been completed.



4.3 In the event that the Customer is accepted by the Company as its Customer, the Company will create a Customer Account for him, which will be activated upon the Customer depositing the minimum initial deposit of USD100 or other amount in other currency (according to the Currency of the Customer Account) as determined by the Company.

5. **CUSTOMER CATEGORIZATION**

5.1 According to the applicable regulations, the Company will treat the Customer as a Retail Client, Professional Client or Eligible Counterparty (“ECP”), based on the information provided by the Customer in his Application Form and according to the method of categorisation used. The method of categorisation is clarified in the “**Customer Categorisation**” document. By accepting the Customer Agreement, the Customer accepts the use of such method. The Company will inform the Customer of his/her categorisation.

5.2 The Customer accepts that when categorising the Customer and dealing with him/her, the Company will rely on the accuracy, completeness and correctness of the information provided by the Customer in his Application Form and the Customer has the responsibility to immediately notify the Company in the event of information changes at any time thereafter.

5.3 The Customer has the right to request a change of category and thus modify the level of regulatory protection provided to him/her. In the event where a Customer requests a change of category, he/she needs to meet certain specified quantitative and qualitative criteria (see “**Customer Categorisation**” document). However, if the above-mentioned criteria are not met, the Company has the right to choose whether to provide services under the requested classification.

5.4 It is understood that the Company has the right to review the Customer’s categorisation and change his category if this is deemed necessary (subject to the applicable regulations).

6. **SERVICES**

6.1 The Business activities provided by the Company are in particular but not exclusively, Forex Trading and managed accounts services in foreign currency Contract for Difference agreements.

A.S.K. Services INTL Ltd. acts as a FX and CFD Broker in the International foreign exchange and contract for difference market, providing brokerage services to clients as well as trading platform and tools, accessible through website or downloadable to provide:

1. Forex Brokerage

2. Training Services

3. CFD agreements, namely (i) precious metals CFD, (ii) index CFD, (iii) stock CFD, (iv) cryptocurrency CFD and any other CFD agreements.

6.2 The Company, unless specifically agreed, is under no obligation to monitor or advise the Customer on trading. However, the Company is entitled to execute an instruction received by the Customer even if such transaction is not suitable for the Customer.

6.3 The trading conditions and execution rules of the financial instruments offered by the Company can be found at any given time on the Company’s website. The Company reserves the right to amend, from time to time, any part of the Service Agreement and the Customer will continue to be bound by the Service Agreement, including but not limited to any amendments that have been implemented. Notice to the Customer will be given of any such aforementioned amendments.

6.4 Under applicable regulations the Company is obliged to obtain information about the Customer’s knowledge and



experience in the investment field so that an assessment of the appropriateness of the envisaged product or service to the Customer can be accomplished.

The Company will assume that all information provided by the Customer, relating to his/her knowledge and experience, is accurate and that the Company incurs no liability to the Customer if such information is misleading, incomplete, changes, becomes inaccurate through Customer negligence unless the Customer informs the Company of any such changes in writing.

- 6.5 The Company may from time to time and as often as it deems appropriate, provide information including but not limited to the conditions of the financial market, which may be posted on its website and/or other media.

This information is provided for communication purposes assisting the Customer to make his/her own investment decisions and it does not contain nor should it be construed as containing investment advice or an investment recommendation or an offer of or solicitation for any transactions in financial instruments.

The Company makes no representation and assumes no liability as to the accuracy or completeness of the information provided, nor any loss arising from any investment based on a recommendation, forecast or other information supplied by an employee of the Company, a 3rd party or otherwise.

All expressions of opinion included in the information are subject to change without notice and any opinions made may be personal to the author and may not reflect the opinions of the Company.

- 6.6 The Company will not provide investment advice or make any recommendation to the Customer and is not required to assess the suitability of investments which the Customer wishes to undertake.

The Customer understands that independent advice should be sought in relation to trading financial instruments, including but not limited to trading any specific financial instruments, investment strategies pursued and possible tax implications.

- 6.7 The Customer may trade through his/her trading account from 00.00.01 (GMT+2) on Monday until 00.00.00 (GMT+2) on Friday. Certain financial instruments trade during specific time frames. Company holidays will be announced on the Company Website or by Written Notice..

- 6.8 The Company is entitled to refuse the provision of any service to the Customer, at any time and the Customer agrees that the Company is not obliged to provide the reasons for such action.

- 6.9 The Company will not provide delivery of the underlying asset of an instrument in relation to any trade through the Customer's trading account.

7. **ELECTRONIC TRADING AND CUSTOMER ORDERS**

- 7.1 Upon commencement of the Service Agreement, the Customer shall download and install the Company's trading platform software, which is available on the Company's website, and receive the access codes which will enable the Customer to login and enter into transactions with the Company.

- 7.2 The Customer is responsible for any instruction/transaction he received/entered through the trading platform, either from the Customer directly or through an authorized representative.

- 7.3 The Customer acknowledges that the Company has the right to restrict, modify or even terminate the access of the Customer to the trading platform if the Company deems it necessary. This measure is in force to ensure the



unobstructed functioning of the electronic systems for trading and the protection of both the Customers and the Company interests.

- 7.4 The Customer's access codes, transaction activities and all other related information must remain confidential at all times and the Company does not bear any responsibility for any financial loss that might arise should the Customer disclose his/her access codes to an unauthorised 3rd party.
- 7.5 The Customer shall inform the Company immediately if his/her access codes have been used by another party without his/her consent.
- 7.6 In cases where there is a disruption in electronic trading and the Customer is not able to access the trading platform to enter into any type of transaction, he/she must contact the Company either through telephone or email and place a verbal/written instruction. The Customer understands that if the instructions are not clear or his/her identity cannot be verified, the Company reserves the right to decline the verbal/written instruction at hand. In addition, the Customer must acknowledge that in circumstances of large transaction flows (important market news announcements) there might be some delay.
- 7.7 The Company shall be responsible to maintain and update its electronic systems at all times and therefore the Customer must accept the need for periodic maintenance to ensure the effective operation of the trading platform and that the Company does not bear any responsibility for any loss incurred during these periods of maintenance.
- 7.8 The Company shall not be accountable for any loss or damages that might be incurred to equipment or software due to viruses, malfunctions or defects of its electronic systems.

7.9 **Cancellation/Withdrawal of Instructions**

We can only cancel your instructions if we have not acted upon those instructions. Once an instruction has been given by you or on your behalf, it cannot be rescinded, withdrawn or amended without our express prior written consent.

7.10 **Right not to accept Instructions/Orders**

We may (but shall not in any circumstances be obliged to) accept instructions to enter into a transaction and/or contract. We may at our absolute discretion refuse to accept any dealing Instruction given by you or on your behalf, in whole or in part, and refuse to act on it, without giving any reason or being liable for any loss occasioned thereby.

In addition, an order instruction which, for any reason, is not received by us in a manner in which it can be processed, including a failure of our online trading facility to accept or process such Instruction, shall be deemed not to have been received by us.

7.11 **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):

- (a) controls over maximum order amounts and maximum order sizes;
- (b) controls over our total exposure to you;
- (c) controls over prices at which orders may be submitted (to include without limitation);
- (d) controls over orders which are at a price which differs greatly from the market price at the time the order is submitted;
- (e) controls over our electronic services (to include without limitation any verification procedures) to ensure that any particular order has come from you;
- (f) any other limits, parameters or controls which we may be required to implement in accordance with



Applicable Laws, Rules and/or Regulations. The Company has the right to amend and/or cancel any orders which have been executed within a very small timeframe and the cumulative sizes of those orders exceed the maximum allowable order size limit (i.e. a Customer may place five orders within two seconds which individually are all below the maximum allowable order size limit but exceed the limit on a cumulative basis).

7.12 **Position Limits**

We may, in our absolute discretion, require you to limit the number of open positions which you may have with us at any time and/or only allow you enter into closing transactions or we may close out any one or more positions or reverse Transactions and/or Contracts in order to ensure that the position limits we have imposed are maintained.

7.13 The Customer acknowledges that the Company enters into transactions with the Customer as the principal counterparty and not as an agent despite the fact that the Company may transmit orders to liquidity providers/brokers for execution.

7.14 The Customer shall be able to take new positions or close existing positions through the trading platform of the Company and place orders on any type of financial instrument.

7.15 The Customer shall be able to instruct the Company about either an instantly executed order and/or a pending order. A pending order instruction may be one of the following:

- (a) **Buy Limit - Shall be an order to buy any type of financial instrument at a specified price which is lower than the current market price.**
- (b) **Sell Limit - Shall be an order to sell any type of financial instrument at a specified price which is higher than the current market price.**
- (c) **Buy Stop - Shall be an order to buy any type of financial instrument where the price of the order is set above the current market price.**
- (d) **Sell Stop - Shall be an order to sell any type of financial instrument where the price of the order is set lower than the current market price.**

7.16 The Customer's orders are executed at the Bid and Ask prices of the available current market prices that the Company offers through its liquidity providers. For instant execution orders, the Customer places his order based on the current prices displayed in his/her terminal and the execution process is triggered.

The Customer acknowledges and accepts that the requested price of a market request may change due to high volatility of the market or low connectivity between the Company server and the Customer terminal. Moreover, in the case of any communication and/or technical error that affect the quoted prices, the Company reserves the right not to execute an order.

7.17 The Customer acknowledges that the Company might keep records of all telephone communications, without any prior written consent, in order to ensure that all relevant information being transmitted via telephone is properly recorded. The records kept are the Company's property and may be used by the Company where appropriate, as evidence of the Customer's instructions.

7.18 In the event of a corporate action, the Customer accepts that the Company has the right to alter the value and/or size of a transaction. Such an alteration would be made to maintain the economic equivalent of the rights and obligations of the parties to that transaction prior to the corporate action. The alterations are conclusive and binding and the Customer will be properly and promptly informed by the Company.

7.19 The Company reserves the right of partial execution of orders in cases where the volume of the Customer's order and/or the market conditions, dictate such action. In the case where the underlying asset of a financial instrument is



subject to a specific risk resulting in a financial loss, the Company has the right to restrict short selling or even remove the aforementioned financial instrument from the trading platform.

- 7.20 The Company has the right to change the spreads of financial instruments depending on market conditions and the size of the Customer's order. In addition, the Company has the right to alter the level of the swap rate applied to each type of financial instrument at any given time and the Customer understands that in such cases he/she will be informed through the Company's website.
- 7.21 The size of orders placed is measured in lots. The minimum volume size for any type of financial instrument will depend on the trading account type.
- 7.22 The Company reserves the right to change or refuse to change the Customer's trading account type based on the total deposits made on the Customer's account, as well as based on the Customer's trading account current balance, and trading activity in the account of the Customer.
- 7.23 The Customer shall be able to set and adjust the level of leverage for his/her account. The Company reserves the right to adjust the leverage level of the Customer without the former's consent and such event will be communicated to the Customer.
- 7.24 The Company shall have the right to gradually close the Customer's positions starting from the most unprofitable ones, when the margin level of the Customer's account is less than 50%.

In the case where the margin level is at 10% then the positions in the Customer's account are closed automatically, starting with the most unprofitable ones (based on current market prices). The Company maintains the right to amend the aforementioned levels, where the Customer will be notified accordingly.

- 7.25 The Customer acknowledges that all orders executed by the Company on behalf of the Customer are executed outside a regulated market.
- 7.26 **Negative Balance Protection**
The Company will not be liable for any margin call or losses that the Customer may suffer, including but not limited to losses due to a Stop-Out Level, if the trading benefit is withdrawn for any reason pursuant to the applicable "**Customer Agreement - Terms and Conditions of Business**".

Stop-out process: The stop-out level is managed automatically by the Company's trading platform where Stop Out Level is set manually by us at depending on specific account types for all active trading accounts. Whenever free margin percentage goes lower than the set percentage, meaning that it drops below the Margin Level required to maintain open positions, the trading platform will automatically start closing positions from the least profitable position and until the Margin Level requirement is met, in order to prevent further account losses. This is part of the company's Negative Balance Protection taking the necessary steps, in order to ensure that the maximum loss for the clients on an account basis, never exceeds the clients' available funds in the specific account.

In addition, the Customer accepts that the Company reserves the right to immediately terminate the Customer's access to the trading platform(s) and recover any losses caused by the Customer, in the event that the Company determines, at its sole discretion, that the Customer voluntarily and/or involuntarily abuses the '**Negative Balance Protection**' offered by the Company, by way of, but not limited to:

- (a) hedging his/her exposure using his/her trading accounts, whether under the same profile or in connection with another Customer(s);
- (b) and/or requesting a withdrawal of funds.



8. REFUSAL TO EXECUTE ORDERS

- 8.1 The Customer accepts that the Company reserves the right to refuse the provision of any investment and ancillary service, at any time, including but not limited to the execution of instructions for trading any type of financial instrument of the Company, without prior notice to the Customer.
- 8.2 The circumstances under which the Company shall proceed to the above actions are as follows:
- (a) **If the Customer has insufficient funds in his/her account;**
 - (b) **If the order affects the orderly function of the market;**
 - (c) **If the order aims at manipulating the market of the underlying financial instrument;**
 - (d) **If the order constitutes the exploitation of confidential information;**
 - (e) **If the order affects the orderly operation of the trading platform; and**
 - (f) **If the order contributes to the legalization of proceeds from illegal actions (money laundering).**
- 8.3 The Customer understands that any act of refusal by the Company for the execution of any order will not affect any obligation of the Customer towards the Company under the Service Agreement.

9. CAPACITY

- 9.1 The Company acts as a principal and not as an agent on behalf of any 3rd party. The Customer, unless otherwise agreed, as a Retail Client, will be fully and directly responsible for performing his/her obligations.
- 9.2 The Company will continue to accept instructions or requests given by such person on the Customer's behalf as described in below **Clause 9.5**, until written notification is received from the Customer for the termination of such authorisation. This written notification should be received by the Company at least five (5) business days prior to the termination date.
- 9.3 The Customer authorises the Company to rely and act on any instruction or request received from the Customer, given by the Customer or on behalf of the Customer without the need on the Company's part for confirming the authenticity of the instruction or the identity of the person giving such request or instruction.
- 9.4 Until the Company receives written notice of the death or mental incapacity of the Customer, the Company will have no responsibility or liability in respect of the actions or omissions or fraud of the authorised 3rd party (appointed as in **Clause 9.5** below). Upon receiving such notice, the Company will stop accepting any instructions or requests from the authorised party.
- 9.5 Any person, natural or legal, that is identified as responsible for acting on behalf of a Customer through the means of a Power of Attorney may give instructions and requests to the Company on behalf of that Customer.

10. PAYMENTS

- 10.1 You may deposit funds into your account at any time. Deposits will only be accepted in the same name as yours. Under no circumstances will 3rd party or anonymous payments be accepted.
- 10.2 Unless expressly determined and stated otherwise **"in the terms agreed upon by mutual consent of the Parties"**, we do not accept payments by cheque.
- 10.3 If you give an instruction to withdraw funds from your account, we will reduce the requested funds immediately



from your account balance and shall use our best efforts to process the specified withdrawal request within three (3) Business Day following the day on which the withdrawal request has been accepted, provided that the following requirements are met:

- a. the withdrawal request includes all necessary information;
- b. the instruction is to make a payment in your name
- c. a full identification documentation to support the withdrawal request; and
- d. in cases where there are open positions in the account, the margin level in your account does not fall below the minimum required level specified in our Online Trading Facility.

10.4 If we accept any payments to be made by a debit card, credit card or any other payment method in respect of which processing fees may be charged, we reserve the right to levy a transfer charge.

10.5 If you make a payment/deposit, we shall, without prejudice to any other provisions of this Agreement, use our best efforts to credit your account with the amount of such payment within one (1) Business Day following the day on which the deposit has been accepted, if we are satisfied that you are the sender of the funds.

At any given time, if we are not satisfied that you are the sender of the funds deposited in your account, we reserve the right to reject such funds and/or return them to the remitter net of any transfer fees or other charges.

You may be required to submit additional documentation as required by applicable “Anti-Money Laundering (“AML”) & Know Your Customer (“KYC”) Legislation” and/or any other similar rules and regulations applicable to us.

We reserve the right to charge a “**handling fee**” to your account upon confirming that the deposit received was not sent by you (i.e. 3rd party deposit) to cover our expenses to prove that you engaged in a 3rd party deposit, and you hereby authorize us to charge this amount.

10.6 We shall be entitled, but shall not in any circumstances be obliged, without prior notice to you, to convert:

- (a) any realized gains, losses, option premiums, commissions, interest charges and brokerage fees which arise in a currency other than the Base Currency of your account (i.e. the currency in which your account with us is denominated) to the Base Currency of your account;
- (b) any cash currency deposit to another cash currency deposit for the purpose of purchasing a Financial Instrument or asset denominated in a currency other than the Base Currency available into your account;
- (c) any funds deposited with us or held by us on your behalf into such other currency as we consider necessary or desirable, at our sole discretion, to cover your obligations and liabilities in that currency; Whenever we conduct such currency conversions, we will do so at such reasonable rate of exchange as we select, at our sole discretion; under these circumstances, we shall be entitled to add a mark-up to the exchange rates; any such prevailing mark-up (if any) shall be posted on our Online Trading Facility in the Commission, Charges & Margin Schedule.

10.7 All foreign currency exchange risk arising from any deposits in and/or withdrawals from your account, or resulting from the compliance by us with our obligations or the exercise by us of our rights under these Terms and Conditions, will be borne by you.

10.8 We shall not be obliged or shall not be liable:

- (a) To pay interest to you on any credit balance(s) in any Account(s) or any other funds you deposit with us or which we are holding on your behalf; or
- (b) account to you for any interest received by us, or in respect of which we are the beneficiary, in connection with any funds you deposit with us or which we are holding on your behalf, or in connection with any Contract and/or Transactions; you consent to waive all rights to such interest and you acknowledge and agree that we



will be the beneficiary of all such interest.

11. DEPOSITS

- 11.1 We reserve the right to impose deposit limits and deposit fees in our system(s), at any time.
- 11.2 You agree that any funds transmitted to our bank accounts by you or, where permitted, on your behalf, will be deposited into your account with us at the value date of when the funds were received by us and net of any charges/fees charged by the bank account providers, our payment service providers and/or any other intermediary involved in such transaction process.
- 11.3 Before accepting any such funds into our bank accounts and/or making any such funds available to into your account with us, we must be fully satisfied that you, as our Customer, are the sender of such funds, or that such funds have been transmitted to us by an authorized representative of you, as our Customer; in those instances where we are not satisfied that you, as our Customer, are the sender of such funds, or that such funds have been transmitted to us by an authorized representative of you, as our Customer, we reserve the right to refund/send back the net amount received to the same remitter from, and by the same payment method through which such funds were received.

12. REFUNDS AND WITHDRAWALS

- 12.1 We reserve the right to impose withdrawal limits and withdrawal fees in our systems, at any time.
- 12.2 Upon submitting a withdrawal request you may be required to submit documentation as required by applicable "Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation" and/or any other similar rules and regulations applicable to us.
- 12.3 When a withdrawal or refund is performed, we reserve the right (but shall under no circumstances be obliged) to remit the funds to the same remitter from, and by the same payment method through which such funds were initially received by us.

In that connection, we reserve the right, at our sole discretion,

- (a) to decline withdrawals via certain specific payment methods;
 - (b) to require another payment method as the one indicated in any withdrawal request, in which instance a new withdrawal request may have to be submitted; and/or
 - (c) to require that further documentation be submitted, as required by "Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation" and/or any other similar rules and regulations applicable to us, before proceeding with any withdrawal request.
- 12.4 If we are unable to remit the funds, or any partial amount thereof, to the same remitter from, and by the same payment method through which such funds were initially received by us, we reserve the right (but shall under no circumstances be obliged) to transmit the funds via an alternative payment method selected by us, at our sole discretion, in any currency we deem fit (regardless of the currency in which the initial deposit was made).

Under these circumstances, we shall not be responsible for any transfer fees or charges charged by the receiver and/or for any currency exchange rates resulting from the payment of such amount.

- 12.5 Withdrawal requests that are accepted and approved by us in accordance with the terms of this Agreement are, in principle, processed within one (1) Business Days following the receipt of the transfer request instructions.

The amount to be transferred reduces the balance of the relevant account from which such transfer is to be made,

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Between 74-89 % of retail investor accounts lose money when trading CFDs.

You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.

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when the transfer request process is concluded. We reserve the right,

- (a) to decline a withdrawal request if the request is not in accordance with the provisions of this Section, or
- (b) to delay the processing of the request if we are not satisfied with the ancillary documentation submitted with the withdrawal request.

12.6 You agree, when we so request, to pay any bank transfer fees incurred when you are withdrawing funds from your account or when funds are refunded by us to your designated bank account.

You are solely responsible for the payments details you are providing us with and we do not accept any responsibility for your funds, if the payment details you have provided to us are incorrect or incomplete.

It is also understood that we do not accept any responsibility for any funds that are not directly deposited into our bank accounts.

13. DEPOSITS BY CREDIT/DEBIT CARD

13.1 You can deposit funds to your account with us quickly and easily by credit or debit card. The entire transaction is processed electronically online.

13.2 Before you can use your credit card, we reserve the right, but shall under no circumstances be obliged, to require that you register it with us.

As the case may be, the credit card registration process will be clearly explained on the Credit Card deposit screen displayed on our Online Trading Facility. Upon submitting your credit card registration, you may be required to submit documentation as required by applicable "Anti-Money Laundering ("AML") & Know Your Customer ("KYC") Legislation" and/or any other similar rules and regulations applicable to us.

Once your credit card has been successfully registered, you can start depositing funds into your Account by credit card.

13.3 Registering and using your debit card is the same as using a credit card. The following information must match:

- (a) **the mailing address you provided upon your account registration must match your credit/debit card statement's billing address; and,**
- (b) **your full name must match the name on the credit/debit card statement;**

13.4 Please note that it is a serious criminal offence to provide false or inaccurate information during your credit/debit card registration. At the very least, you may be prevented from accessing our Online Trading Facility via your current and future accounts with us.

Furthermore, in the event that we suspect or determine, at our sole discretion, that the information you provided during your credit/debit card registration is false or incorrect, we reserve the right, at our sole discretion, to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account.

Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly through the exercising of any such prohibited trading activity and we shall be entitled to inform any interested 3rd parties of your breach of this clause; any active orders associated with the same fraudulent credit card and/or account will also be cancelled immediately; we have, and will continue to develop any tools necessary to identify credit/debit card fraud; any dispute arising from such fraudulent activity will be resolved by us in our



sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

- 13.5 Before accepting any credit card deposits and/or making any such credit card deposits available into your account with us, we must be fully satisfied that you are the legitimate owner/user of the credit card used and that it is you, as the legitimate owner/user of the credit card, who is making and/or authorizing the deposit by credit card; in those instances where we are not satisfied that you are the legitimate owner/user of the credit card used and that it is you, as the legitimate owner/user of the credit card, who is making and/or authorizing the deposit by credit card, we reserve the right to refuse the credit card deposit(s) in question and to refund/send back the net amount deposited to the same credit card account and via the same payment method through which such deposit(s) was/were made.

Fraudulent transactions are immediately cancelled after being detected. Furthermore, in such instances, we reserve the right, at our sole discretion, to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your account.

Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly through the exercising of any such prohibited trading activity and we shall be entitled to inform any interested 3rd parties of your breach of this clause; any active orders associated with the same fraudulent credit card and/or account will also be cancelled immediately; we have, and will continue to develop any tools necessary

to identify credit/debit card fraud; any dispute arising from such fraudulent activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

- 13.6 We reserve the right, at our sole discretion, to impose such deposit limits and restrictions, as we deem fit. Current deposit limits and restrictions are displayed on the Credit/Debit Card Deposit screen displayed on our Online Trading Facility.

- 13.7 Credit/debit card transactions are generally processed within minutes of being requested. The deposited funds are available for use immediately. We do not charge any fees for using this service.

If we accept any payments to be made by a debit card, credit card or any other payment method that may charge processing fees, we do, however, reserve the right to levy a transfer charge.

All transactions should be listed as purchases on your credit/debit card statement. You may wish to contact your credit/debit card company to ask if there are any fees on their side in processing these transactions.

- 13.8 For credit/debit cards, we provide you with the option of paying in your own currency. We provide a competitive exchange rate, presented upfront in the payment method interface.

Should you choose to pursue this service, the transaction will be processed immediately using the exchange rate provided. In case you would like the payment provider to perform the currency exchange for you, the transaction will be posted to your card when processed by your issuing bank while the exchange rate and any additional fees will be determined by your issuing bank.

- 13.9 Before you can use any other credit card, you will need to register it with us in accordance with the procedures described hereinabove.

- 13.10 It is important to keep a record of all of your credit/debit card deposits. To help you maintain these records you



should be aware that your credit/debit card deposits are recorded and reported on your credit/debit card statement.

13.11 We are committed to continuing to provide the highest level of security for our customers when depositing money online.

14. CHARGEBACKS

14.1 If you place a chargeback with your credit card company (on purpose or by mistake) for any deposit you made in your account with us, we reserve the right to charge a “**Research Fee**” of USD150 to your account upon receiving the chargeback by our merchant provider to cover our investigative expenses to prove that you did make the deposit, and you hereby authorize us to charge this amount to your credit card.

14.2 We do not tolerate credit card fraud and all fraud, without exception, will be prosecuted through criminal proceedings in your local jurisdiction to the fullest extent of the law. In addition, we will pursue civil legal action in your local jurisdiction seeking any loss of income related to the fraud, including business, legal fees, research costs, employee down time and loss of revenues.

14.3 We employ advanced risk modelling to detect fraudulent transaction clues across our Services. Fraudulent transactions are immediately cancelled after being detected. Any active orders associated with the same fraudulent credit card will also be cancelled immediately. We also actively leverage external, cross-industry resources such as worldwide fraud blacklists to prevent fraudulent users from accessing our Online Trading Facility in the first place.

14.4 We consider credit card chargeback to be fraudulent if you make no reasonable effort to work with us to resolve any problems with your deposit. All frivolous chargeback not only cost our employees time away from our usual and customary matters of conducting normal business, but also cost us money, therefore:

(a) when we detect questionable activity related to a deposit that is being made in an Account, we will mark the deposit with a “Customer Review In Progress” status and perform fraud detection checks on the deposit to reduce your exposure to risk; during this time, you won't be able to access your Account.

(b) In general, we complete reviews within four (4) to six (6) hours; certain deposits posing a higher potential risk may require more time, however, as our Compliance Department performs even more extensive fraud detection checks. We may also contact you directly as a backup precaution.

If we determine that a deposit is high-risk or doesn't comply with our Fraud & Security Policies, the deposit will immediately be cancelled and the funds will immediately be refunded to the credit card from which the deposit was initially made.

Furthermore, in such instances, we reserve the right, at our sole discretion, to close any and all of your account(s) with us immediately. Any active orders associated with the same fraudulent credit card and/or account will also be cancelled immediately.

(c) You agree that if you choose to do business with us and you file a chargeback with your credit card company, but you do not win the chargeback argument, you agree to pay us, in addition to the “Research Fee” of USD150 mentioned above, an “Administrative Processing Fee” of USD150 for our time responding to the matter.

You hereby authorize us to charge this amount to your credit card. If this charge is rejected, we will pursue legal action to recoup losses for our time associated with responding to the chargeback in addition to any other fees explained above.



You agree to reimburse us or any representative we may appoint for any legal expenses your actions may make us incur.

- (d) In addition, we will attempt to recover fraudulently disputed charges plus additional costs via a 3rd party collection agency and your account will be reported to all credit bureaus as a delinquent collection account. This may severely damage your credit rating for at least the next seven (7) years.

At this point, we will no longer accept a settlement of your debt and will only accept payment in full. In addition to this, we will file a report with your local police department, and pursue all fraudulent activities through your local jurisdiction for prosecution to the fullest extent of the law.

Furthermore, in such instances, we reserve the right, at our sole discretion, to take all action as we see fit, including, without limitation, completely blocking access to our Online Trading Facility, blocking and/or revoking your Access Codes and/or terminating your Account.

Under these circumstances, we reserve the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibit trading activity and we shall be entitled to inform any interested 3rd parties of your breach of this clause; any active orders associated with the same fraudulent credit card and/or account will also be cancelled immediately; we have, and will continue to develop any tools necessary to identify credit/debit card fraud; any dispute arising from such fraudulent activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

- 14.5 We take fraud very seriously. We log IP strings on all deposits made in our accounts. Any orders coming back as a chargeback due to fraudulent activities will be diligently pursued through criminal proceedings in your local jurisdiction for prosecution to the fullest extent of the law.

15. CANCELLATION

- 15.1 Without limiting any of the foregoing, our Online Trading Facility is NOT available where it is illegal to access and/or use, and we reserve the right to refuse, decline and/or cancel our Online Trading Facility and/or any part or component thereof, at our sole discretion and for any reason, at any time, without being obliged to provide you with any explanation or justification thereof.

- 15.2 In that regard, you understand that the laws regarding financial contracts vary throughout the world, and that it is your, and only your obligation alone to ensure that you fully comply with any law, regulation or directive, relevant to your country of residency, or, in the case of a Legal Entity, in its country of formation, incorporation and/or domiciliation, with regard to accessing and/or using our Online Trading Facility.

For avoidance of doubt, the ability to access our Online Trading Facility does NOT necessarily mean that our Online Trading Facility, and/or any activities you may undertake through it, is/are legal under the laws, regulations or directives relevant to your country of residency, or, in the case of a Legal Entity, in its country of formation, incorporation and/or domiciliation.

If our Online Trading Facility, and/or any activities you may undertake through it, is/are not legal under the Laws, Regulations or Directives relevant to your country of residency, or, in the case of a Legal Entity, in its country of formation, incorporation and/or domiciliation, please do not access and/or use our Online Trading Facility and inform us in writing immediately.

- 15.3 Our Online Trading Facility does NOT constitute, and may NOT be used for the purposes of, an offer and/or solicitation to anyone in any jurisdiction in which such offer and/or solicitation is not authorized, and/or to any



person to whom it is unlawful to make such an offer and/or solicitation.

Access to and/or use of our Online Trading Facility, and the offering of financial contracts via our Online Trading Facility, may be restricted in certain jurisdictions, and, accordingly, users accessing our Online Trading Facility are required to inform themselves of, and to observe, such restrictions.

- 15.4 The Customer is solely responsible for all transactions in his account, including any transactions for deposit or withdrawal of funds by credit card, and is further responsible for the safeguarding of the password to his account.
- 15.5 The Customer is solely liable for any damages incurred as a result of an action or omission on the part of the Customer which leads to improper and incorrect activity in his account.
- 15.6 If the Customer requests the cancellation or withdrawal or refund of any order, the Company can only cancel such Customer order if the Company has not acted upon such order.
- 15.7 The Company may levy a charge on transfers of funds to be credited to a Trading Account made by debit card or credit card. The company will charge the card without any delay. The Company will notify the Customer of the amount of such charge before accepting instructions to draw payment.

16. CHARGES AND OTHER COSTS

- 16.1 The provision of Services is subject to the payment of costs, fees, commissions and charges to the Company, which are set out in the Contract Specifications or on the Company's website. In addition to costs, other commissions and charges may be due by the Customer directly to 3rd parties. The Customer is obliged to pay all such costs.
- 16.2 Certain types of costs may appear as a percentage of the value of the financial instrument, therefore the Customer has the responsibility to understand how costs are calculated.
- 16.3 When providing a Service to a Customer, the Company may pay or receive fees, commissions or other non-monetary benefits from 3rd parties or Introducing Brokers as far as permitted by the Applicable Regulations. To the extent required by Law, the Company will provide information on such benefits to the Customer on request.
- 16.4 Any applicable charges will be instantly deducted from his/ her trading account.
- 16.5 Details of any tax obligations which the Company is required to pay on the Customer's behalf will be stated to the Customer. The Customer is also accountable for other taxes which are not collected by the Company and the Customer should seek independent expert advice if he/she is in any doubt as to whether he may incur any further tax liabilities. Tax laws are subject to change from time to time.
- 16.6 The Customer is solely responsible for all filings, tax returns and reports on any transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.
- 16.7 The Company may change its charges periodically. The Company will send a notification to the Customer informing him/her of any changes, before they come into effect. The Company will provide the Customer with at least two (2) Business Days' notice of such modifications except where such modification is based on a change in interest rates or tax treatment or it is otherwise impractical for the Company to do so.
- 16.8 Swaps are calculated on the basis of the interbank market price.



16.9 All CFDs traded with the Company relate to open-ended margined products that require funding on a daily basis.

12.10 The Company reserves the right to change, from time to time, any of the charges applicable to Customers without prior written notice; accordingly, any such information will be displayed on the Company's website.

17. RISKACKNOWLEDGEMENT

17.1 Any financial instrument which is a leveraged product such as CFDs on Forex, precious metals, futures, shares or any other commodities bears significant risk and the Customer might lose a fraction or all the capital which he/she invested.

The Customer understands that when trading CFDs he/she is trading on the outcome of the price of an underlying asset and that trading does not occur in a Regulated Market but Over-The-Counter ("OTC"). Consequently, the Customer acknowledges the risks involved in the transactions of such instruments.

17.2 The Customer understands and accepts that the value of an investment in any type of financial instrument may change upwards or downwards or may result in nil value.

17.3 The Customer understands all the risks involved and any potential possibility of losses.

18. LIABILITY

18.1 The Company will not be liable for any loss incurred as a result of the acts or omissions of the Company or its employees, including but not limited to instances of false or misleading information provided by the Customer.

18.2 The Law and Applicable Regulations will prevail over the Service Agreement, in circumstances of obligation or liability of the Company towards the Customer or where the Customer is required to indemnify or compensate the Company.

18.3 The Company bears no responsibility for any loss of opportunity that results in a reduction in the value of the Customer's transactions in financial instruments, regardless of the cause of such reduction, except to the extent that the reduction occurred as a direct consequence of the Company's deliberate actions or omissions.

18.4 Failure by the Customer to perform any of the Customer's obligations under the Service Agreement, which directly or indirectly results in the Company suffering liabilities, costs, claims, demands and expenses will be indemnified by the Customer and will keep the Company indemnified on demand.

18.5 The Company bears no responsibility for any acts or omissions concluded by either a natural or legal person that provides the Company with information in relation to the execution of the Customer's transactions in financial instruments, unless such acts or omissions are the result of fraud or negligence on behalf of the Company.

18.6 The Company shall not be held liable for any loss or damage or expense incurred by the Customer in relation to, or directly or indirectly arising from but not limited to:

- (a) Any error or failure in the operation of the Company's online trading system;
- (b) Any delay caused by the Customer Terminal;
- (c) Transactions made via the Customer Terminal;
- (d) Any failure by the Company to perform any of its obligations under the Agreement as a result of a Force Majeure Event or any other cause beyond its control;
- (e) The acts, omissions or negligence of any 3rd party;
- (f) Any person obtaining the Customer's access codes that the Company has issued to the Customer prior to the



Customer reporting such misuse of his access codes to the Company;

- (g) All orders given through and under the Customer's Access Codes;
- (h) Unauthorized 3rd parties having access to information, including electronic addresses, electronic communication, personal data and access codes when the above are transmitted between the parties or any other party using the internet or other network communication facilities, post, telephone, or any other electronic means;
- (i) A delay transmitting an order for execution;
- (j) Currency risk;
- (k) Slippage;
- (l) Any of the risks relating to CFD trading;
- (m) Any changes in the rates of tax;
- (n) Any actions or representations of the Introducing Broker;
- (o) The Customer relying on stop loss or stop limit orders;

18.7 For the avoidance of doubt, the Customer shall at all times be responsible for, and shall be bound by, any unauthorized access and/or use of our Online Trading Facility, made in breach of this Agreement.

18.8 It is the Customer's obligation to keep his Account Numbers, user names and passwords ("Access Codes") strictly confidential. The Customer acknowledges and agrees that any instruction or communication transmitted via the Company's Online Trading Facility by him or on his behalf, or through his Account, is made entirely at the Customer's own risk.

The Customer hereby expressly authorizes A.S.K. Services INTL Ltd. to rely and act on, and treat as fully authorized and binding upon the Customer, any Instruction given to A.S.K. Services INTL Ltd. that the Company believes to have been given by the Customer or on his behalf by any agent or intermediary whom A.S.K. Services INTL Ltd. believes in good faith to have been duly authorized by the Customer.

The Customer acknowledges and agrees that A.S.K. Services INTL Ltd. shall be entitled to rely upon the Customer's Account number, Access Codes to identify the Customer and agrees that the Customer will not disclose this information to anyone not duly authorized by the Customer.

19. ASSURANCES AND GUARANTEES

19.1 The Customer guarantees the validity and authenticity of any documentation sent to the Company during the account opening process and during the life of the trading account.

19.2 The Customer assures and guarantees that the Funds belong to the Customer and are free of any pledge, charge, lien or other encumbrance; that the Funds are not the direct or indirect proceeds of any illegal act or omission or product of any criminal activity; and that the Customer acts for himself/herself and is not a representative or trustee of a 3rd person unless satisfactory documentation to the contrary is provided.

20. AMENDMENT AND TERMINATION OF THE SERVICE AGREEMENT

20.1 Unless stated differently elsewhere in this Agreement, the Company shall have the right to modify the terms of the Service Agreement at any time by giving the Customer at least five (5) working days' written notice prior to such modifications.

Any such modifications will become effective on the date specified in the notice. The Customer acknowledges that a variation which is made to reflect a change of law or regulation may, if necessary, take effect immediately.



- 20.2 The Customer and the Company shall each have the right to terminate this Agreement with immediate effect by giving at least five (5) working days written notice to the other party.
- 20.3 Termination by either party will not affect any obligation which has already been incurred by either party in respect of any open position or any legal rights or obligations which may already have arisen under the Service Agreement or any transactions and deposit/withdrawal operations made there under.
- 20.4 Upon termination of this Agreement, all amounts payable by the Customer to the Company will become immediately due and payable including (and not limited to):
- (a) All outstanding costs, fees and any other amounts payable to the Company;
 - (b) The necessary funds to close open positions in the Customer's account;
 - (c) Any dealing expenses incurred by terminating the Service Agreement and charges incurred for transferring the Customer's investments to another investment firm;
 - (d) Any losses and expenses realized in closing out any transactions or settling or concluding outstanding obligations incurred by the Company on the Customer's behalf;
 - (e) Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Service Agreement;
 - (f) Any damages that arise during the arrangement or settlement of pending obligations;
 - (g) Transfer fees for Customer Funds;
 - (h) Any other pending obligations of the Customer under the Service Agreement.
- 20.5 Upon termination the Company reserves the right to the following actions, without any prior notice to the Customer:
- (a) Keep the necessary Customer's Funds to settle all outstanding obligations;
 - (b) Combine any Customer Accounts, consolidate the balances in such Customer Accounts and to offset those Balances;
 - (c) Close the Customer Account;
 - (d) Cease to provide the Customer with access to the Company's electronic systems;
 - (e) Convert any currency;
 - (f) Suspend, freeze or close any open positions or reject orders;
- 20.6 On Termination, if the balance in the Customer's account is positive, the Company will pay the amount of the balance to the Customer as soon as reasonably practicable and supply him/her with a statement showing how that balance has been calculated.

21. CONFIDENTIALITY AND PERSONAL DATA

- 21.1 The Company may collect client information directly from the Client (in his completed Account Opening Application Form or otherwise) or from other persons including, for example, credit reference agencies, fraud prevention agencies and the providers of public registers.
- 21.2 The client acknowledges that when providing his personal information to the Company to open an account with the Company, the Company will use, store, process and handle personal information provided by the Client in connection with the provision of the Services, in accordance to the applicable legislation.
- 21.3 The Client further consents to the Company transferring his personal information where this is necessary for the Company to fulfill its contractual obligations to him. The Client agrees and consents to the processing of his personal information in accordance with this Agreement as published in its website and as updated from time to time.
- 21.4 The client information which the Company holds is to be treated by the Company as confidential and will not be



used for any purpose other than in connection with the provision, administration and improvement of the Services, for research and statistical purposes and for marketing purposes and for any other reason to comply with our legal, regulatory and contractual obligations. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

21.5 The Client acknowledges that the Company has the right to disclose Client information (including recordings and documents of a confidential nature, card details) in the following circumstances:

- a) Where required by law or a competent Court;
- b) Where requested by a relevant regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
- c) To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity;
- d) To execution venues or any third party as necessary to carry out Client Instructions or Orders and for purposes ancillary to the provision of the Services;
- e) To credit reference and fraud prevention agencies, third authentication service providers and other financial institutions for credit reference agencies, fraud prevention agencies, third authentication service providers and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so they may check the details the Client supplied against any particulars on any database (public or otherwise) to which they have access. They may also use Client details in the future to assist other companies for verification purposes. A record of the search will be retained;
- f) To the Company's professional advisers provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- g) To other service providers who create, maintain or process databases (whether electronic or not), offer record keeping services, email transmission services, messaging services or similar services which aim to assist the Company collect, storage, process and use Client information or get in touch with the Client or improve the provision of the Services under this Agreement;
- h) To data reporting service providers;
- i) To other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;
- j) To market research call centres that provide telephone or email surveys with the purpose to improve the services of the Company;
- k) Where necessary in order for the Company to defend or exercise its legal rights;
- l) At the Client's request or with the Client's consent;
- m) To an Affiliate of the Company.

21.6 In compliance with the Company's reporting obligations in accordance with any applicable legislation and/or regulation and/or secondary legislation under any jurisdiction, the Company may be required to disclose information and/or data in connection with the Client to the competent authorities and/or regulatory bodies and/or supervisory bodies of any jurisdiction and by entering into this Agreement, the Client acknowledges that

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Between 74-89 % of retail investor accounts lose money when trading CFDs.

You should consider whether you understand how CFDs work and whether you can afford to take the high risk of losing your money.

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the Company may be required to proceed with such disclosure of data for the purpose of compliance with such reporting obligations and the Client hereby consents to the said disclosure.

- 21.7 If the Client is an individual, the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any). Where permissible, we reserve the right to charge a fee.
- 21.8 Telephone conversations and electronic communications between the Client and the Company may be recorded in accordance with Applicable Regulations and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders/Instructions/Requests or conversations so recorded. The Client has the right to request and the Company shall upon such request provide the Client with such records kept in respect of the Client.
- 21.9 The Client accepts that the Company may, for the purpose of administering the terms of the Agreement, from time to time, make direct contact with the Client by telephone, fax, or any other durable medium.
- 21.10 Under Applicable Regulations, the Company will keep records containing Client personal data, trading information, account opening documents, communications and anything else which relates to the Client for at least five (5) years after termination of the Client Agreement.

22. COMMUNICATION AND RECORDING OF TELEPHONE CALLS

- 22.1 Unless stated in this Agreement to the contrary, any notice, instruction, request or other communication to be given to the Company by the Customer under the Service Agreement shall be in writing and shall be sent to the Company's address below (or to any other address which the Company may from time to time specify to the Customer for this purpose) by email, facsimile, post/or airmail, or commercial courier service and shall be deemed delivered only when actually received by the Company at:
- 22.2 In order to communicate with the Customer, the Company may use any of the following:
- (a) email;
 - (b) company online trading system internal mail;
 - (c) facsimile transmission;
 - (d) telephone;
 - (e) post;
 - (f) commercial courier service;
 - (g) air mail; or
 - (h) the Company's website.

The methods of communication specified in this Clause are also considered as written notice from the Company.

- 22.3 Telephone communication between the Company and the Customer may be recorded. All recordings are the property of the Company and may be used in instances including, but not limited to dispute, and shall be conclusive and binding evidence.
- 22.4 The Company may provide copies of such recordings of telephone calls to the regulatory authority of a competent authority without informing the Customer.
- 22.5 Instructions or requests received over the phone will be equally binding as written instructions.

23. CONSENT TO DIRECT CONTACT



The Customer consents that any communication whether by telephone, facsimile or otherwise, received by the Company in relation to the Service Agreement or marketing does not breach any of the Customer's rights under the Service Agreement.

24. CONFLICT OF INTEREST

24.1 The Customer acknowledges and accepts that he/she has read and fully understands the “**Conflict of Interest Policy**” of the Company.

24.2 The Company is required by Law to take all reasonable steps to detect and avoid conflicts of interest. The Company is committed to act honestly, fairly and in the best interests of its Customers. The document “**Conflicts of Interest Policy**” provides a summary of the policy.

24.3 The Customer accepts that a conflict of interest may arise when the interest of the Company competes or interferes with the Customer's interests under the Service Agreement. By way of example, the Customer accepts that:

- (a) The Company may establish business or trading relationships with other issuers of financial instruments and the Company may have a financial interest in such instruments.
- (b) The Company may execute at the same time instructions by different Customers that are opposite to on another;
- (c) The Company may pay commission or other related fee, to a 3rd party for introducing the Customer or the Customer's trading activity;

25. GOVERNING LAW AND JURISDICTION

25.1 The Service Agreement is governed by the Laws of Anguilla.

25.2 The Customer agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Customer.

25.3 Any proceedings and their settlement involving the Customer and the Company will take place in the competent courts of Anguilla.

26. REPRESENTATIONS AND WARRANTIES

26.1 The Customer accepts that the Company will take all reasonable steps to ensure compliance with applicable rules and regulations which will be binding upon the Customer.

26.2 The Customer declares that he/she is over eighteen (18) years of age in the case of a person, or has full capacity in the case of a legal person.

26.3 The Customer declares that he/she has read and fully understood the terms of the Service Agreement including the Risk Disclosure Statement document.

26.4 The Customer accepts that the Company maintains the right to revoke at any time, without prior written notice, any Power of Attorney documents governing his/her relationship with his/her authorised representative.

26.5 The Customer declares that all information provided by the Customer to the Company is accurate, true and complete in all material matters.



26.6 The Customer declares that he/she is fully aware of any restrictions and implications applicable to his/her local jurisdiction in relation to entering the Service Agreement.

26.7 The Customer agrees that if an amount is due for payment to the Company, the Company will be entitled to debit the Customer's account accordingly.

26.8 The Customer accepts that the Company may provide him/her with information about amendments to the terms and conditions, fees, costs, the Service Agreement, Policies and information about the nature and risks of investments; to be posted on the Company's website. Such information will be binding on the Customer, without prior written notice and consent.

27. FORCE MAJEURE

27.1 A force majeure event includes without limitation any natural, political, governmental, economic, social, technological acts that may be outside the control of the Company, which prevent the Company from maintaining an orderly operation of business.

27.2 The Company may, in its reasonable opinion, determine that a force majeure event occurred, in which case the Company will take all reasonable steps to inform the Customer.

27.3 If the Company determines that a force majeure event exists, without prejudice to any other rights of the Customer under the Service Agreement, the Company without prior written notice may:

- (a) Increase margin requirements;
- (b) Decrease leverages;
- (c) Request amendments to any closed positions;
- (d) Increase spreads;
- (e) Close out any open positions at such prices that the Company considers in good faith and appropriate;
- (f) Suspend or modify or freeze the provision of investment and/or ancillary services to the Customer;
- (g) Amend any or all of the content of the Service Agreement on the basis that it is impossible or impractical for the Company to comply with it.

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

28. ANTI-MONEY LAUNDERING PROVISIONS

28.1 The Company is legally obliged by the European Union regulation and by local authorities to take all necessary action for the prevention and suppression of money laundering activities. The Customer shall understand from the above that the Company shall request and obtain certain verification documents from the Customer to be legally compliant.

28.2 In the case where the Customer fails to provide the Company with the necessary information with regards to the above, the Company reserves the right not to execute orders on behalf of the Customer. Any delays that might arise with regards to the verification of the Customer's documents are not the responsibility of the Company.

29. DEFAULT

29.1 When an Event of Default occurs the Company may, without prior written notice, take measures such as:

- (a) Close any or all of the Customer's Trading Accounts;



- (b) Close out all or any of the Customer's Open Positions at current Quotes;
- (c) Refuse to open new Trading Accounts for the Customer;
- (d) Debit the Customer's Trading Account(s) for any amounts due to the Company.

29.2 An Event of Default occurs when the Customer:

- (a) Is in breach of the Service Agreement;
- (b) Is a person and becomes of unsound mind or dies;
- (c) Is a legal person and proceedings have been initiated for the Customer's bankruptcy or for the winding-up or for the appointment of an administrator or receiver or any similar action.

30. INTRODUCTION OF CUSTOMER THROUGH AN INTRODUCING BROKER

30.1 In cases where the Customer is introduced to the Company through an Introducing Broker, the Customer acknowledges that the Company is not responsible or accountable for the conduct, representations or inducements of the Introducing Broker and the Company is not bound by any separate agreements entered into between the Customer and the Introducing Broker.

30.2 The Customer acknowledges and confirms that his agreement or relationship with the Introducing Broker may result in additional costs, as the Company may be obliged to pay commission fees or charges to the Introducing Broker.

31. 3RD PARTY AUTHORIZATION

31.1 The Customer has the right to authorise a 3rd party to place instructions and/or orders with the Company or to handle any other matters related to the Customer Account, provided that the Customer notifies the Company in writing and that this person is approved by the Company and meets all the Company's specifications.

31.2 Unless the Company receives a written notification from the Customer for the termination of the authorisation of the person as described in the Paragraph above, the Company will continue accepting instructions and/or orders and/or other instructions relating to the Customer Account given by this person on the Customer's behalf and the Customer will recognise such orders as valid.

31.3 Written notification of the termination of the 3rd party authorisation has to be received by the Company with at least five (5) working days' notice prior to the date of termination.

32. DORMANT ACCOUNT POLICY

32.1 In the event that there are no transactions (trading/withdrawals/deposits) in the Customer Account for a set period of at least one (1) year A.S.K. Services INTL Ltd. will regard the account to be dormant. An account shall be deemed as dormant from the last day of the one (1) year in which there have been no transactions (trading/withdrawals/deposits) in the Account.

32.2 Dormant Accounts will be charged an Initial Maintenance Fee of USD/EUR20 (Twenty United States Dollars/Euros) or the full amount of the free balance in the Account if the free balance is less than USD/EUR20 (Twenty United States Dollars/Euros) on the first day after the 1 year period. An Ongoing Maintenance Fee will then be charged on a Quarterly basis of USD/EUR10 (Ten United States Dollars/Euros) or the full amount of the free balance in the Account if the free balance is less than USD/Euros10 (Ten United States Dollars/Euros). There will be no charge if the free balance in the Account is zero.

32.3 In the event that the Customer logs on to the Trading Account and performs any transactions



(trading/withdrawals/deposits) in the Customer Account in the period during which the Maintenance Fee is being applied, A.S.K. Services INTL Ltd. will cease to deduct the Maintenance Fee, but shall not be obligated to refund any Maintenance Fees deducted from the Account prior to such log on.

32.4 Dormant Accounts with a zero free balance for a period up to one (1) year will be disabled and the Customer will not be able to log in to their Account. In case the Customer wishes to Deposit into or Enable their Account, they must notify the A.S.K. Services INTL Ltd. by email or raising a support ticket.

33. PROHIBITED TRADING TECHNIQUES

33.1 Circumvention & Reverse Engineering

The Customer shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to its Online Trading Facility and/or computer system(s). If, at the Company's sole discretion, it were to determine that the Customer is in breach of this clause, the Company reserves the right to take all action as deemed fit, including, without limitation, completely blocking access to the Online Trading Facility, blocking and/or revoking the Customer's Access Codes and/or terminating the Account.

Under these circumstances, A.S.K. Services INTL Ltd. reserves the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibited trading activity and shall be entitled to inform any interested 3rd parties of the Customer's breach of this clause; A.S.K. Services INTL Ltd. has, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of the Online Trading Facility; any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by the Company in its sole and absolute discretion, in the manner it deems to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

33.2 Artificial Intelligence Software

It is absolutely prohibited to use any software, which the Company determines, at its sole discretion, to have as its purpose to apply any kind of artificial intelligence analysis to its Online Trading Facility and/or computer system(s) relating to the use of the Company Services; in the event that determines, at its own discretion, that any such artificial intelligence software has been used, or is being used, A.S.K. Services INTL Ltd. reserves the right to take all action as deemed fit, including, without limitation, completely blocking access to the Online Trading Facility, blocking and/or revoking the Customer's Access Codes and/or terminating his Account.

Under these circumstances, A.S.K. Services INTL Ltd. reserves the right to seize any profits and/or revenues generated directly or indirectly by exercising any such prohibited trading activity and shall be entitled to inform any interested 3rd

parties of the Customer's breach of this clause; A.S.K. Services INTL Ltd. has, and will continue to develop any tools necessary to

identify fraudulent and/or unlawful access and use of the Online Trading Facility; any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by A.S.K. Services INTL Ltd. in its sole and absolute discretion, in the manner it deems to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

33.3 Unlawful Trading Techniques

Internet, connectivity delays, and price feed errors sometimes create a situation where the price(s) displayed on our Online Trading Facility do(es) not accurately reflect the market rates.

The concept of using trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices and/or by taking advantage of internet delays (commonly known as "arbitrage", "sniping" or "scalping" hereinafter, collectively, referred to as "Arbitrage"), cannot exist in an OTC market where the Customer is buying or selling directly from the principal; accordingly, we reserve the right, at our sole discretion,



NOT to permit the abusive exploitation of Arbitrage on our Online Trading Facility and/or in connection with our Services; any Transactions or Contracts that rely on price latency arbitrage opportunities may be revoked or amended, at our sole discretion and without prior notice being required.

Furthermore, in those instances, we reserve the right, at our sole discretion and without prior notice being required:

- (a) to make the necessary corrections or adjustments on the Account(s) involved (including, without limitation, adjusting the price spreads available to the Customer);
- (b) to restrict the Account(s) involved access to streaming, instantly tradable quotes (including, without limitation, providing manual quotations only and submitting any Orders to our prior approval);
- (c) to retrieve from the Account(s) involved any historic trading profits that we can document as having been gained through such abuse of liquidity at any time during the Customer relationship;
- (d) to terminate the Customer relationship and/or close all Accounts involved (including, without limitation all other Accounts held by the same Account holder with us) immediately by giving written notice; and/or
- (e) to inform any interested 3rd parties. A.S.K. Services INTL Ltd. has, and will continue to develop any tools necessary to identify fraudulent and/or unlawful access and use of our Online Trading Facility; any dispute arising from such fraudulent and/or or unlawful trading activity will be resolved by us in our sole and absolute discretion, in the manner we deem to be the fairest to all concerned; that decision shall be final and/or binding on all participants; no correspondence will be entered into.

33.4 Changes in Market Conditions

Please note that A.S.K. Services INTL Ltd. shall have no obligation to contact the Customer to advise upon appropriate action in light of changes in Market Conditions (including, without limitation, Market Disruptions) or otherwise.

The Customer acknowledges that the Over-The-Counter (“OTC”) Market in leveraged Financial Instruments is highly speculative and volatile and that, following execution of any transaction, the Customer is solely responsible for making and maintaining contact with A.S.K. Services INTL Ltd. and for monitoring open positions and ensuring that any further instructions are given on a timely basis.

In the event of any failure to do so, A.S.K. Services INTL Ltd. can give no assurance that it will be possible for the Company to contact the Customer and it accepts no liability for loss alleged to be suffered as a result of any failure by the Customer to do so.

33.5 Indemnification

Without prejudice to any other provisions of this Agreement, the Customer agrees to indemnify the Company and hold A.S.K. Services INTL Ltd., its Affiliates and any of its Associates, harmless from and against any and all liabilities, losses, damages, costs and expenses, including, without limitation, legal fees and expenses incurred in connection with and/or directly or indirectly related with, any fraudulent and/or unlawful access and use by the Customer of the Online Trading Facility and/or the prevention and/or remediation thereof, provided that any such liabilities, losses, damages, costs and expenses would not have arisen, but for A.S.K. Services INTL Ltd.’s gross negligence, fraud or willful default.

34. COMPLAINT HANDLING PROCEDURE

34.1 Under the complaint handling rules, A.S.K. Services INTL Ltd. must deal with any expression of dissatisfaction about any financial services activity provided or withheld by the Company. If the Customer has a complaint, in the first instance he should contact the Customer Support but if deemed that the complaint needs to be raised further the Customer may either ask the Customer Support Department to escalate it to the Compliance



Department or directly contact the Compliance Department (ask@askservicesintl.com), which will independently and impartially investigate it.

34.2 The Company considers it important that it deals properly with any reasonable complaint made by a Customer, whatever the subject matter of the complaint.

35. MISCELLANEOUS

35.1 If for any reason a court of a competent jurisdiction deems a part of the Service Agreement unenforceable, then such part will be severed and the remainder of the Service Agreement will remain unaffected.

35.2 The Customer accepts that the Company's official language is English and should always refer to the Company's website for all required information. Translation to other languages is for information purpose only, does not bind the Company and therefore no responsibility or liability regarding the correctness of the information is accepted.

35.3 The rights and remedies provided to the Company under the Service Agreement are cumulative and are not exclusive of any rights or remedies provided by the Law.

35.4 The Customer cannot assign or transfer any of his/her rights and/or obligations under the Service Agreement to another or legal person.

35.5 The Company has the right to suspend the Customer's Trading Account at any time for any good reason with or without written notice to the Customer.

35.6 The Company may assign or transfer any of its rights and/or obligations under the Service Agreement to another or legal person, in whole or in part provided that such party agrees to abide by the Service Agreement.

35.7 In the instance where the Customer comprises of two or more persons, the liabilities and obligations under any agreement with the Company will be joint and several.

(a) Any Order given by one of the persons who form the Customer will be deemed to have been given by all the persons who form the Customer.

(b) Any notice given to one of the persons which form the Customer will be deemed to have been given to all the persons who form the Customer.

(c) When one or more of the persons which form the Customer dies or becomes mentally incapacitated, all Funds held by the Company, will be for the benefit of the survivor Account Holder(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

35.8 This Agreement is governed by the Laws of Anguilla. Notwithstanding any other provision in this Agreement, in providing Services to the Customer the Company shall be entitled to take any action it considers necessary, in its absolute discretion, to ensure compliance with the relevant market rules and or practices and all other applicable laws.

35.9 All transactions on behalf of the Customer shall be subject to the relevant and applicable regulations, as they are amended or modified from time to time.

35.10 The Company shall be entitled to take (or omit to take) any measures which it considers desirable in view of compliance with the Applicable Regulations in force at the time. Any such measures that may be taken and the Applicable Regulations in force shall be binding on the Customer.

