



# A.S.K. SERVICES INTL LTD. TERMS AND CONDITONS RELATED TO FINANCIAL BROKERAGE SERVICES

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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.

**Address:** Anguilla, The Valley, AI-2640, No. 9 Cassius Webster Building, Grace Complex, BWI P.O. Box 1330



## 1. SCOPE

The Financial Brokerage services general conditions (the “Services General Conditions”) constitute part of the contractual framework between A.S.K. Services INTL Ltd., which 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.

The Broker’s Company 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.

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.

## 2. SERVICES

The Business activities 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.

## 3. CLIENT CATEGORIZATION

### 3.1 GENERAL

Each client is automatically categorized by A.S.K. Services INTL Ltd. as a “retail client” unless otherwise notified in writing to the client as a “professional client”. In addition, certain professional clients may be



further categorized as “eligible counterparties”. Categorization is undertaken on the basis of objective criteria. Please refer to the client categorization policy for more information.

It is noted that different rules and different levels of protection apply to clients depending on their categorization.

If the client’s categorization is other than as a retail client, A.S.K. Services INTL Ltd. notifies each client of his categorization as a professional client or, as the case may be, eligible counterparty.

A client may be put in different categories for particular investment services or transactions or types of transactions or products.

### **3.2 “RETAIL CLIENT”**

“Retail Client” is a client who is not a professional client or an eligible counterparty.

### **3.3 “PROFESSIONAL CLIENT”**

“Professional Client” is a client who possesses the experience, knowledge and expertise to make his own investment decisions and properly assess the risks that he incurs. In order to be considered a professional client, a client must comply with one of the following criteria:

- (i) Entities which are required to be authorized or regulated to operate in the financial markets. The list below should be understood as including all authorized entities carrying out the characteristic activities of the entities mentioned: entities authorized by a Member State, entities authorized or regulated by a Member State without reference to the above Directive, and entities authorized or regulated by a non-Member State:
  - (a) Credit Institutions;
  - (b) Investment Firms;
  - (c) Other Authorized or regulated financial institutions;
  - (d) Insurance Companies;
  - (e) Collective Investment Schemes and management companies of such schemes; (f) Pension funds and management companies of such funds;
  - (g) Commodities and commodity derivatives dealers;
  - (h) Locals;
  - (i) Other Institutional Investors (like Portfolio Investment Companies)
- (ii) Large undertakings meeting two of the following size requirements on a company basis:
  - (a) Balance sheet total: USD 20,000,000
  - (b) Net turnover: USD 40,000,000



- (c) Own funds: USD 2,000,000
- (iii) National and regional governments, public bodies that manage public debt, Central Banks, international and supranational institutions such as the World Bank, the IMF, the ECB, the EIB and other similar international organizations.
  - (iv) Other institutional investors whose main activity is to invest in financial instruments, including entities dedicated to the securitization of assets or other financing transactions.
  - (v) Clients who may be treated as professionals on request, following approval by A.S.K. Services INTL Ltd. (please see further below under ‘Opt-up for retail clients’).

The entities mentioned above from (i) to (iv) are considered to be professionals in relation to services and activities. The clients mentioned in (v) may be treated as professionals generally or in respect of a particular service or transaction, or type of transaction or product.

### **3.4 ELIGIBLE COUNTERPARTY**

“Eligible Counterparty” is any of the following entities: Investment firms, credit institutions, insurance companies, Portfolio Investment Companies, pension funds and their management companies and other financial institutions authorized by a Member State, national governments and their corresponding offices, including public bodies that deal with public debt, central banks and supranational organizations.

### **3.5 PROVISIONS NOT APPLICABLE TO PROFESSIONAL CLIENTS**

The following provisions of these Services General Conditions do not apply to clients when categorized as professional clients: Clause 5.1 third and fourth paragraphs (Costs), and Clause 7 (Conflicts of Interest).

### **3.6 PROVISIONS NOT APPLICABLE TO ELIGIBLE COUNTERPARTIES**

The following provisions of these Investment Services General Conditions do not apply to clients when categorized as eligible counterparties: Clause 4 (Client Profile), Clause 5.1 third and fourth paragraphs (Costs), Clause 5.2 second paragraph (Inducements), Clause 6 (Reporting and Statements), and Clause 6 second paragraph (Conflicts of Interest).

### **3.7 OPT-DOWN**

A client who has been categorized as a professional client may, at any time, request A.S.K. Services INTL Ltd. to be treated as a retail client (and hence benefit from the higher level of protection of retail clients). Likewise, an eligible counterparty may, at any time, request A.S.K. Services INTL Ltd. to be treated as a professional



client or as a retail client. If A.S.K. Services INTL Ltd. accepts such request, the client shall enter into a written agreement with A.S.K. Services INTL Ltd.

The agreement will specify the particular services or transactions, or the types of products or transactions to which the opt-down applies.

### **3.8 OPT-UP**

#### **3.8.1 OPT-UP FOR RETAIL CLIENTS**

A client who has been categorized as a retail client by A.S.K. Services INTL Ltd. may ask A.S.K. Services INTL Ltd. in writing to be treated as a professional client (and hence may lose certain protection and investor rights), either generally or in respect of a particular service or transaction, or type of transaction or product. A.S.K. Services INTL Ltd. may, at its discretion, decide not to take into consideration such treatment.

If A.S.K. Services INTL Ltd. agrees to take into consideration such request, it will upon receipt of such request assess whether the client meets the objective opt up conditions. A.S.K. Services INTL Ltd. will further assess the expertise, experience and knowledge of the client and any other element that is deemed appropriate. In the course of the above assessment, as a minimum, two of the following criteria should be satisfied:

- a. the client has carried out transactions, in significant size, on the relevant market at an average frequency of 10 per quarter over the previous four quarters,
- b. the size of the client's financial instrument portfolio, defined as including cash deposits and financial instruments exceeds USD 500 000,
- c. the client works or has worked in the financial sector for at least one year in a professional position, which requires knowledge of the transactions or services envisaged.

A.S.K. Services INTL Ltd. will notify the client if and when it agrees to categorize the client as a professional client.

#### **3.8.2 OPT-UP FOR PROFESSIONAL CLIENTS**

Clients that have been categorized as professional clients and that meet the opt-up conditions may, with their express consent, be treated as eligible counterparties either for all services for which such opt-up is



permitted by law or in respect of a particular investment service or transaction, or type of transaction or product.

### **3.9 CHANGES TO PROFESSIONAL CLIENT / ELIGIBLE COUNTERPARTY CATEGORIZATION**

Professional clients and eligible counterparties are responsible for keeping A.S.K. Services INTL Ltd. informed of any change which could affect their categorization as professional clients or eligible counterparties. If A.S.K. Services INTL Ltd. becomes aware that a professional client/eligible counterparty no longer fulfils the initial conditions that made him eligible for a professional client/eligible counterparty treatment, it may take appropriate action, including re-categorizing the client as a professional client or a retail client.

## **4. CLIENT PROFILE**

Before offering investment services, A.S.K. Services INTL Ltd. will determine a client profile for each client, based on information provided by the client to A.S.K. Services INTL Ltd. in a specific questionnaire or in any other form determined by A.S.K. Services INTL Ltd.

On the basis of the information available to A.S.K. Services INTL Ltd. about the client (including in case of incomplete information or conflicting information) and on the basis of the client profile drawn up by A.S.K. Services INTL Ltd., A.S.K. Services INTL Ltd. reserves the right not to provide or to restrict services (as the case may be with respect to certain Instruments).

It is the responsibility of each client to inform A.S.K. Services INTL Ltd. immediately of relevant changes to the information already provided to A.S.K. Services INTL Ltd.

A.S.K. Services INTL Ltd. is fully entitled to rely on information provided by a client.

Incorrect or incomplete information may lead A.S.K. Services INTL Ltd. to determine a client profile that does not suit the client's particular situation and may, therefore, have adverse consequences for the client, for which A.S.K. Services INTL Ltd. will bear no responsibility. A.S.K. Services INTL Ltd. reserves the right to modify, at any time, the profile of a client following any change to the information on the client.

## **5. COSTS AND INDUCEMENTS**

### **5.1 COSTS**

The provision of services by A.S.K. Services INTL Ltd is subject to the payment of costs, fees, commissions, charges, taxes, etc (the "Costs"). In addition to those Costs, other costs may be due by clients directly to third parties.



Unless agreed otherwise, all Costs payable by a client to A.S.K. Services INTL Ltd are automatically debited from the client's current account.

Information on Costs is provided to clients in accordance with Clause 7.2.2 herein (Provision of Information).

Changes to its costs will be notified to clients by A.S.K. Services INTL Ltd.

In case of changes to fees of A.S.K. Services INTL Ltd, the client may, within a period of ten days from the notification, terminate the relationship with A.S.K. Services INTL Ltd.

**THIS PARAGRAPH APPLIES TO RETAIL CLIENTS ONLY.**

## **5.2 INDUCEMENTS**

When providing a service to a client, A.S.K. Services INTL Ltd. may pay or receive fees, commissions or other non- monetary benefits from third parties as far as permissible.

To the extent required by law, A.S.K. Services INTL Ltd. will provide information on such benefits to its clients in accordance with the provisions of Clause 7.2.2 herein (Provision of Information). This paragraph applies to retail clients only.

## **6. CONFLICTS OF INTEREST**

A.S.K. Services INTL Ltd. has identified potential situations of conflicts of interest that could arise, in the course of providing services, between the interests of a client and the interests of A.S.K. Services INTL Ltd. (including its managers, employees, etc.) or the interests of another client. A document summarizing A.S.K. Services INTL Ltd. conflicts of interest policy is provided to retail clients in accordance with Clause 7.2.2 (Provision of information).

## **7. COMMUNICATION**

### **7.1 LANGUAGE FOR COMMUNICATION**

Unless agreed otherwise communications between A.S.K. Services INTL Ltd. and a client are in the language agreed between A.S.K. Services INTL Ltd. and the client from time to time.

### **7.2 METHODS OF COMMUNICATION**

#### **7.2.1 GENERAL**

Subject to Clause 7.2.2 (Provision of information) all communications between A.S.K. Services INTL Ltd. and clients will be made in accordance with the special agreement to between A.S.K. Services INTL Ltd. and its Clients.



## 7.2.2 PROVISION OF INFORMATION

Subject to the second paragraph of this Clause 7.2.2, all information to be provided by A.S.K. Services INTL Ltd. pursuant to these Services General Conditions will be provided either in paper format, or by means of a website or in any other format.

For retail clients, A.S.K. Services INTL Ltd. may provide information by means of a website subject to A.S.K. Services INTL Ltd. being satisfied that the client has regular access to the Internet (which shall be deemed to be the case when the retail client has provided A.S.K. Services INTL Ltd. with an e-mail address for the purposes of corresponding with A.S.K. Services INTL Ltd. or when the retail client has access to an Internet-based system of A.S.K. Services INTL Ltd.). Retail clients specifically consent to the provision of information by means of a website. A.S.K. Services INTL Ltd. will notify the retail client electronically (by e-mail or otherwise) of the place where the information may be accessed.

## 7.2.3 COMMUNICATION OF ORDERS RELATING TO THE PROVISION OF SERVICES

A.S.K. Services INTL Ltd. has developed various methods of communication for the sending and reception of orders relating to the provision of services:

- Orders may be given in writing by mail using A.S.K. Services INTL Ltd.'s standard order forms. When an order is sent in writing on a document other than A.S.K. Services INTL Ltd.'s standard order forms, that document must include the same information as requested on the relevant A.S.K. Services INTL Ltd. standard order form.
- Subject to prior agreement with A.S.K. Services INTL Ltd., orders may also be given by telephone, fax, email or through A.S.K. Services INTL Ltd.'s website.

## 8. ANTI-MONEY LAUNDERING REQUIREMENTS

11.1 Domestic and international laws that apply to Brokerage companies like A.S.K. Services INTL Ltd., make it illegal for A.S.K. Services INTL Ltd., or its employees or agents, to engage, or attempt to engage in a transaction of criminally delivered property. For this reason A.S.K. Services INTL Ltd. has established such policies and internal procedures, which include as a minimum the following:

- (i) Customer identification and due diligence procedure;
- (ii) Record keeping;
- (iii) Internal reporting and reporting to law-enforcement bodies when applicable;

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- (iv) Internal control, assessment and management of risk with the purpose of preventing money laundering and terrorist financing;
- (v) Detailed examination of any transaction which by its nature may be considered to be particularly vulnerable to be associated with money laundering or the financing of terrorism;
- (vi) Employees awareness with regard to the systems and procedures for the prevention of money laundering and terrorist financing, the Law, the Directives issued by the competent Supervisory Authority with regard to the prevention of the use of the financial system for the purposes of money laundering and terrorist financing;
- (vii) Regular training of staff to recognize and handle suspicious transactions and activities which may be related to money laundering or terrorist financing offences;
- (viii) Appointment of a compliance officer.

11.2 For the purposes of the above compliance measures, A.S.K. Services INTL Ltd. requires before opening a new client account various identification documents. If A.S.K. Services INTL Ltd. does not receive all the required documentation it will not open the account. These identification documents may be assessed again during the course of the relationship between A.S.K. Services INTL Ltd. and its clients and are kept in A.S.K. Services INTL Ltd.'s record for at least five years after termination of the relationship.

## 9. COMPLAINTS

Complaints are to be directed at: [ask@askservicesintl.com](mailto:ask@askservicesintl.com)

## 10. CHANGES TO THE SERVICES GENERAL CONDITIONS

Changes to these Services General Conditions and changes to agreements relating to the provision of services will be reflected by the change of the relevant Document on the Website.

## 11. GOVERNING LAW AND JURISDICTION

All disputes and controversies between A.S.K. Services INTL Ltd. and the Client arising out of these Services General Conditions shall be settled by means of negotiations between the parties, if within one month of negotiations, settlement is not reached all disputes and controversies arising out of or in connection with the Agreement shall be finally settled in court in Anguilla. These Services General Conditions and all transactional relations between A.S.K. Services INTL Ltd. and the Client are governed by the Laws of Anguilla.

## 12. PERSONAL DATA, CONFIDENTIALITY, AND RECORDS



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.

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 case of a natural person) in connection with the provision of the Services.

The Client further consents when the Company is 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 and the Company's Privacy Policy as published in its website and as updated from time to time.

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 (if the Client's consent is obtained where he is a natural person) 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.

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

- a) Where required by law or a competent Court;
- b) Where requested by any other 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;



- 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 centers 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.

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 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.

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.

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, when recordings are available, provide the Client with such records kept in respect of the Client.

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.



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 years after termination of the Client Agreement.

### 13. DORMANT ACCOUNT POLICY

- a) In the event that there are no transactions (trading/withdrawals/deposits) in the Customer Account for a set period of at least twelve (12) months the company will regard the account to be dormant. An account shall be deemed as dormant from the last day of the twelfth month in which there have been no transactions (trading/withdrawals/deposits) in the Account.
- b) Dormant Accounts will be charged a monthly Maintenance Fee of USD 5 (five United States Dollars) or the full amount of the free balance in the Account if the free balance is less than USD 5 (five United States Dollars).
- c) Accounts with zero balance will be archived after period of thirty (30) calendar days.
- d) In the event that the Customer logs-on to the Account and performs transactions (trading/withdrawals/deposits) in the Customer Account in the period during which the monthly Maintenance Fee is being applied, the company will cease to deduct the monthly Maintenance Fee, but shall not be obligated to refund any monthly Maintenance Fees deducted from the Account prior to such log-on.
- e) All remaining bonuses will be automatically removed from dormant Accounts. In addition, any pending orders may be deleted.

### DISCLAIMER

The information herein is intended for general guidance only. It does not constitute an offer or solicitation for the purchase or sale of securities or any other service. It does not purport to provide a full description of the products and services referred to and is not intended to guide investment decisions.

Not all products and services may be available under different national jurisdictions. The precise extent of local laws and regulations must be sought on beforehand. The information contained in this brochure herein is subject to change. Although A.S.K. Services INTL Ltd. has taken the utmost to ensure that it is accurate, A.S.K. Services INTL Ltd. does not accept any responsibility for possible errors or omissions.