



CLIENT TERMS AND CONDITIONS AGREEMENT



► Introduction

1. This Agreement is entered by and between Fxgrow Limited (hereinafter called the “Company”) on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by the Company as a Client (“Client”) on the other part.
2. The Company is authorized and regulated by the Vanuatu Financial Services Commission (VFSC) as a Vanuatu Financial Intelligence Unit (VFIU) to offer certain Investment and Ancillary Services and Activities under the Provision of Investment Services, the Exercise of Investment Activities, the Operation of Regulated Markets and Other Related Matters Law of 2007, Law 144(I)/2007, as subsequently amended or replaced from time to time (“the Law”), with VFIU license. It is registered in Vanuatu under the Companies Law, with registration number 40803. Its registered office is at First floor, Icount building, Kumul highway, Port Vila, Vanuatu.
3. This Client Agreement together with its Appendices 1 and 2 and any other Appendices added thereto and the following documents, as amended from time to time: “Summary of Conflicts of Interest Policy”, “Summary Best Interest and Order Execution Policy”, “Risk Disclosure and Warnings Notice”, “Complaints Procedure for Clients” (together, the “Agreement”) set out the terms upon which the Company will offer Services to the Client. In addition, the various documents above sets out the matters which the Company is required to disclose to the Client under the Applicable Regulations. By applying for our services, you are consenting to the terms and conditions of all the above mentioned documents and it means that in the event that you are accepted by Us as our Client you shall be bound by these terms and conditions. For this reason, you are advised to read all the above mentioned documents which form the Agreement and any other letters or notices sent by the Company carefully and make sure that you understand and agree with them. You are also advised to read our “Terms and Conditions for the use of the Website and Privacy Policy”.
4. The Agreement overrides any other agreements, arrangements, express or implied statements made by the Company or any Introducer(s).
5. The Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

► Interpretation of Terms

1. in this Agreement:

“Access Data” shall mean the Login and Password of the Client, which are required so as to have access on and use the Secure Site and Platform(s).

“Account Opening Application Form” shall mean the application form/questionnaire completed by the Client in order to apply for the Company’s Services under this Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other things information for the Client’s identification and due diligence, his appropriateness or suitability (as applicable) in accordance with the Applicable Regulations.

“Abusive Trading” shall include any of the following actions such as, but not limited to, Snipping, Scalping, Pip-hunting, Hedging, placing “buy stop” or “sell stop” Orders prior to the release of financial data, arbitrage, manipulations, a combination of faster/slower feeds, abuse of the cancelation of trades feature available on the Platform or use (without the prior and written consent of the Company) of any software, which applies artificial intelligence analysis to the Company’s systems and/or Platform(s) and/or Client Account. “Access Data” shall mean the Login and Password of the Client, which are required so as to have access on and use the Platform(s) and the telephone password, which is required so as to place Orders via phone and any other secret codes issued by the Company to the Client.



“Affiliate” shall mean in relation to the Company, any entity which directly or indirectly controls or is controlled by the Company, or any entity directly or indirectly under common control with the Company; and “control” means the power to direct or the presence of ground to manage the affairs of the Company or entity.

“Agreement” shall mean this “Client Agreement” together with its Appendices 1 and 2 and any other Appendices added thereto and the following: Summary of Conflicts of Interest Policy, Summary Best Interest and Order Execution Policy, Risk Disclosure and Warnings Notice, Complaints Procedure for Clients, as amended from time to time.

“Applicable Regulations” shall mean (a) VFSC Rules or any other rules of a relevant regulatory authority having powers over the Company; (b) the Rules of the relevant Market; and (c) all other applicable laws, rules and regulations of Vanuatu.

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

“Authorized Representative” shall mean the person of paragraph 36.1. Of the Client Agreement.

“Balance” shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/ Withdrawal operation at any period of time.

“Base Currency” shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

“Bid” shall mean the lower price in a Quote at which the Client may sell.

“Business Day” shall mean any day, other than a Saturday or a Sunday, or the 25th of December, or the 1st of January or any other Vanuatu or international holidays to be announced on the Company’s Website.

“Client Account” shall mean the unique personalized account of the Client consisting of all Completed Transactions, Open Positions and Orders in the Platform, the Balance of the Client money and deposit/withdrawal transactions of the Client money.

“Closed Position” shall mean the opposite of an Open Position.

“Completed Transaction” in a CFD shall mean two counter deals of the same size (opening a position and closing a Position): buy then sell and vice versa.

“Contract for Differences” (“CFD”) shall mean a contract, which is a contract for differences by reference to variations in the price of an Underlying Asset. A CFD is a Financial Instrument.

“Contract Specifications” shall mean the principal trading terms in CFD (for example Spread, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, charges etc) for each type of CFD as determined by the Company from time to time.

“Currency of the Client Account” shall mean the currency that the Client Account is denominated in, which may be Euro, US Dollars, Polish Zloty PLN or any other currency as offered by the Company from time to time.

“Currency Pair” shall mean the object or Underlying Asset of a CFD 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.

“VFSC” shall mean the Vanuatu Financial Services Commission, which is the Company’s supervisory authority.

“VFSC Rules” shall mean the Rules, Directives, and Regulations, Guidance notes, opinions or recommendations of VFSC.



“Equity” shall mean the Balance plus or minus any Floating Profit or Loss that derives from an Open Position and shall be calculated as: $\text{Equity} = \text{Balance} + \text{Floating Profit} - \text{Floating Loss}$.

“Essential Details” shall mean the required details in order for the Company to be able to place the Order for example but not limited to the type of Financial Instrument, the type of Order, type of Underlying Asset, if the Client places a Pending Order (limit or stop) the Client will indicate the intended price in which the Order will go in the market and any Stop Loss and or Take Profit etc.

“Event of Default” shall have the meaning given in paragraph 24.1. Of the Client Agreement.

“Expert Advisor” shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform. It can be programmed to alert the Client of a trading opportunity and can also trade his account automatically managing all aspects of trading operations from sending orders directly to the Platform to automatically adjusting stop loss, trailing stops and take profit levels.

“Financial Instrument” shall mean the Financial Instruments under the Company’s VFIU license which can be found in the document “Company Information”.

“Floating Profit/Loss” in a CFD shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).

“Force Majeure Event” shall have the meaning as set out in paragraph 27.1. Of the Client Agreement.

“Free Margin” shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: $\text{Equity less (minus) Necessary Margin}$ [Free margin = Equity - Necessary Margin].

“Hedged Margin” for CFD trading shall mean the necessary margin required by the Company so as to open and maintain Matched Positions.

“Initial Margin” for CFD trading shall mean the necessary margin required by the Company so as to open a position.

“Introducer” shall have the meaning as set put in paragraph 35.1. Of the Client Agreement.

“Investment Services” shall mean the Investment Services under the Company’s VFIU license which can be found in the document “Company Information”.

“Leverage” for CFD trading shall mean a ratio in respect of Transaction Size and Initial Margin. 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transactions Size.

“Long Position” for CFD trading shall mean a buy position that appreciates in value if underlying market prices increase. For Example in respect of Currency Pairs: buying the Base Currency against the Quote Currency.

“Lot” shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.

“Lot Size” shall mean the number Underlying Assets in one Lot in a CFD.

“Margin” shall mean the necessary guarantee funds so as to open or maintain Open Positions in a CFD Transaction.

“Margin Call” shall mean the situation when the Company informs the Client to deposit additional Margin when the Client Does not have enough Margin to open or maintain open positions.

“Margin Level” for CFD trading shall mean the percentage of Equity to Necessary Margin ratio. It is calculated as: $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$.



“Margin Trading” for CFD trading shall mean Leverage trading when the Client may make Transactions having less funds on the Client Account in comparison with the Transaction Size.

“Matched Positions” for CFD trading shall mean Long and Short Positions of the same Transaction Size opened on the Client Account for the same CFD.

“Necessary Margin” for CFD trading shall mean the necessary margin required by the Company so as to maintain Open Positions.

“Normal Market Size” for CFD trading shall mean the maximum number of units of the Underlying Asset that are transmitted by the Company for execution.

“Open Position” shall mean any open option contract (call and / or put) which has not been closed. In relation to CFD trading This may be a Long Position or a Short Position which is not a Completed Transaction.

“Order” shall mean an instruction from the Client to trade in Financial Instruments.

“Parties” shall mean the parties to this Client Agreement –i.e. the Company and the Client.

“Platform” shall mean the electronic mechanism operated and maintained by the Company, consisting of a trading platform, computer devices, software, databases, telecommunication hardware, programs and technical facilities, which facilitates trading activity of the Client in Financial Instruments via the Client Account.

“Politically Exposed Persons” shall mean:

A) natural persons who are or have been entrusted with prominent public functions, which means: heads of State, heads of government, ministers and deputy or assistant ministers; members of parliaments; members of supreme courts, of constitutional courts or of other high-level judicial bodies whose decisions are not subject to further appeal, except in exceptional circumstances; members of courts of auditors or of the boards of central banks; ambassadors, chargés d'affaires and high-ranking officers in the armed forces; members of the administrative, management or supervisory bodies of State-owned enterprises. None of the categories set out in the above shall be understood as covering middle ranking or More junior officials. Further, where a person has ceased to be entrusted with a prominent public function within the meaning of the above definition for a period of at least one year, such persons shall not be considered a Politically Exposed Person.

B) The immediate family members of such persons as set out under definition A, which means: the spouse; any partner considered by national law as equivalent to the spouse; the children and their spouses or partners; and the parents.

C) Persons known to be close associates of such persons as set out under definition A, which means: any natural person who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with a person referred to in definition A; any natural person who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the benefit de facto of the person referred to in definition A.

“Order Level” for CFD trading shall mean the price indicated in the Order.

“Quote” shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

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

“Quotes Base” in relation to CFD trading shall mean Quotes Flow information stored on the Server.

“Quotes Flow” shall mean the stream of Quotes in the Platform for each CFD.



“Services” shall mean the services to be offered by the Company to the Client under this Agreement, as set out in Paragraph 6.1. Of the Client Agreement.

“Short Position” for CFD trading shall mean a sell position that appreciates in value if underlying market prices fall. For example, in respect of Currency Pairs: selling the Base Currency against the Quote Currency. Short Position is the opposite of a Long Position.

“Slippage” shall mean the difference between the expected price of a Transaction in a CFD, and the price the Transaction is actually executed at. Slippage often occurs during periods of higher volatility (for example due to news events) making an Order at a specific price impossible to execute, when market orders are used, and also when large Orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.

“Spread” for CFD trading shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.

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

“Swap Free Client Account” is a type of Client Account available for CFD trading and shall have the meaning set out in Paragraph 10.4 of Appendix 1.

“Trailing Stop” in CFD trading shall mean a stop-loss order set at a percentage level below the market price - for a long position. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached "trailing" amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price doesn't change, and a market order is submitted when the stop price is hit.

“Transaction Size” for CFD trading shall mean Lot Size multiplied by number of Lots.

“Underlying Asset” shall mean the object or underlying asset in a CFD which may be Currency Pairs, Futures, Metals, Equity Indices, Stocks and Commodities. It is understood that the list is subject to change and clients must refer each time on the Platform.

“Underlying Market” shall mean the relevant market where the Underlying Asset of a CFD is traded.

“Website” shall mean the Company’s website at <https://www.fxgrow.co/> such other website as the Company may maintain from time to time.

“Secure Site” shall mean the Company’s Clients’ login based members’ area at: <https://secure.fxgrow.co/login/>.

“Written Notice” shall have the meaning set out in paragraphs 23.3. And 23.4. Of the Client Agreement.

2. Words importing the singular shall import the plural and vice versa. Words importing the masculine shall import the feminine and vice versa. Words denoting persons include corporations, partnerships, other unincorporated bodies and all other legal entities and vice versa.

3. Paragraph headings are for ease of reference only.

4. Any reference to any act or regulation or Law shall be that act or regulation or Law as amended, modified, supplemented, consolidated, re-enacted or replaced from time to time, all guidance noted, directives, statutory instruments, regulations or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment, replacement Or modification.



▶ **Application and Commencement**

1. After the Client fills in and submits the Account Opening Application Form together with all the required identification documentation required by the Company for its own internal checks, the Company will send him a notice informing him whether he has been accepted as a Client of the Company. It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept a person as its Client until all documentation it requires has been Received by the Company, properly and fully completed by such person and all internal Company checks (including without limitation anti-money laundering checks, appropriateness or suitability tests as the case may be) have been satisfied. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.

2. The Agreement shall take effect and commence upon the receipt by the Client of a notice sent by the Company informing The Client that he has been accepted as the Company's Client or that a Trading Account has been opened for him.

▶ **Assessment**

In providing the Service of Reception and Transmission and Execution of Client Orders, the Company is obliged under Applicable Regulations to seek information from a Client or potential Client regarding his knowledge and experience in the investment field relevant to the specific type of service or Financial Instrument offered or demanded, so as to enable the Company to assess whether the service or Financial Instrument is appropriate for the Client. Where the Client or potential Client elects not to provide the information regarding his knowledge and experience, or where he provides insufficient information regarding his knowledge and experience, the Company will not be able to determine whether the service or Financial Instrument is appropriate for him. The Company shall assume that information about his knowledge and experience provided from the Client to the Company is accurate and complete and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes.



► **Services**

1. Trading with the Company involves the provision of the following investment and ancillary services from the Company to The Client, subject to the Client's obligations under the Agreement being fulfilled:

- (a) Reception and transition of Orders of the Client in Financial Instruments offered by the Company from time to time.
- (b) Execution of Orders in Financial Instruments offered by the Company from time to time.
- (c) Cash/collateral management, according to paragraph 16 hereunder.
- (d) Foreign Currency Services provided they are associated with the provision of the reception and transmission service of paragraph 6.1. (a) And (b) hereunder.

2. The Company shall open one or more a Client Account(s) for the Client and issue Access Data to allow him to place Orders in particular Financial Instruments on particular Platform(s). It is agreed and understood that the Company offers its Services in relation to various Financial Instruments. However, the Client may be allowed to trade only in one or some of those Financial Instruments.

3. It is understood that when trading in CFDs the Company shall not hold any Financial Instruments of the Client and shall not be providing safekeeping and administration of Financial Instruments for the account of Client or custodianship.

► **Advice and Commentary**

1. The Company will not advise the Client about the merits of a particular Order or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments or the Underlying Markets or Assets. The Client alone will decide how to handle his Client Account and place Orders and take relevant decisions based on his own judgment.

2. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.

3. The Company may, from time to time and at its discretion, provide the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or Secure Site or otherwise) with information, recommendations, news, market commentary or other information but not as part of its Services to the Client. Where it does so:

- (a) The Company will not be responsible for such information.
- (b) The Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction.
- (c) This information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.
- (d) If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons.
- (e) The Client accepts that prior to dispatch, the Company may have acted upon it itself to made use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

4. It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.



► Platform

1. Subject to the Client's obligations under the Agreement being fulfilled, the Company hereby grants the Client a limited License, which is non-transferable, non-exclusive and fully recoverable, to use the Platform(s) (including the use if the Website, Secure Site, Trading Platform and any associated downloadable software available from time to time) in order to place Orders.
2. The Company has the right to shut down the Platform(s) at any time for maintenance purposes without prior notice to the Client, this will be done only in weekends, unless not convenient or in urgent cases. In these cases the Platform(s) will be inaccessible.
3. The Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the Platform(s), which includes at least a personal computer or mobile phone or tablet (depending on the Platform used), internet access by any means and telephone or other access line. Access to the internet is an essential feature and the Client shall be solely responsible for any fees necessary in order to connect to the internet.
4. The Client represents and warrants that he has installed and implemented appropriate means of protection relating to the security and integrity of his computer or mobile phone or tablet and that he has taken appropriate actions to protect his system from computer viruses or other similar harmful or inappropriate materials, devices, information or data that may potentially harm the Website, Secure Site the Platform(s) or other systems of the Company. The Client further undertakes to protect the Company from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to the Platform(s) from his personal computer or mobile phone or tablet.
5. The Company will not be liable to the Client should his computer system or mobile phone or tablet fail, damage, destroy and/or format his records and data. Furthermore, if the Client incurs delays and any other form of data integrity problems that are a result of his hardware configuration or mismanagement, the Company shall not be liable.
6. The Company will not be liable for any such disruptions or delays or problem in any communication experienced by the Client when using the Platform(s).
7. Orders with the Company are placed on the Platform(s), with the use of Access Data through the Client's compatible personal computer connected to the internet. It is agreed and understood that the Company will be entitled to rely and act on any Order given by using the Access Data on the Trading Platform(s) without any further enquiry to the Client and any such Orders will be binding upon the Client.

► Intellectual Property

1. The Platform(s), all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, color scheme, graphics and data names are the sole and exclusive Intellectual Property (IP) of the Company or of third parties and are protected by local and international intellectual property laws and treaties. This Agreement does not convey an interest in or to the Platform(s) but only a right to use the Platform(s) according to the terms of this Agreement. Nothing in this Agreement constitutes a waiver of the Company's intellectual property rights.
2. Under no circumstances shall the Client obscure or remove any copyright, trademark or any other notices from any of the Company's IP or Website, Secure Site or Platform(s).
3. The Company owns all the images displayed on its Website, Secure Site the Platform(s) and downloadable software and material. The Client may not use these images in any way other than the manner which the Company provides them for.
4. The Client is permitted to store and print the information made available to him through the Company's Website, Secure Site or Platform(s) including documents, policies, text, graphics, video, audio, software code, user interface design or logos. The Client is not permitted to alter, modify, publish, transmit, distribute, otherwise reproduce commercially exploit that information, in whole or in part, in any format to any third party without the Company's express written consent.



► Prohibited Actions

1. It is absolutely prohibited for the Client to take any of the following actions in relation to the Platform(s):

(a) Use any software, which applies artificial intelligence analysis to the Company's systems and/or Platform(s).

(b) Intercept, monitor, damage or modify any communication which is not intended for him.

(c) Use any type of spider, virus, and worm, Trojan-horse, time bomb or any other codes or instructions that are designed To distort, delete, damage or disassemble the Platform(s) or the communication system or any system of the

Company. (d) Send any unsolicited commercial communication not permitted under applicable law or Applicable Regulations.

(e) Do anything that will or may violate the integrity of the Company computer system or Platform(s) or cause such system(s) to malfunction or stop their operation.

(f) Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform(s).

(g) Any action that could potentially allow the irregular or unauthorized access or use of the Platform(s).

2. Should the Company reasonably suspect that the Client has violated the terms of paragraph 10.1. And 10.2., it is entitled to take one or more of the counter measures of paragraph 14.2. Of this Clients Agreement.

3. The Client agrees to keep secret and not to disclose his Access Data or Client Account number to any third person.

4. The Client should not write down his Access Data. If the Client receives a written notification of his Access Data, he must destroy the notification immediately.

5. The Client agrees to notify the Company immediately if he knows or suspects that his Access Data or Client Account number have or may have been disclosed to any unauthorized person. The Company will then take steps to prevent any further use of such Access Data and will issue replacement Access Data. The Client will be unable to place any Orders until he receives the replacement Access Data.

6. The Client agrees that he will co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data or Client Account number.

7. The Client acknowledges that the Company bears no responsibility if unauthorized third persons gain access to information, including electronic addresses, electronic communication, personal data, and Access Data and Client Account number 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.

8. If the Company is informed from a reliable source that the Access Data or Client Account number of the Client may have been received by unauthorized third parties, the Company may, at its discretion without having an obligation to the Client, deactivate the Client Account.



► **Placement and Execution of Orders**

1. The Client may place Orders on the Platform(s) by using his Access Data issued by the Company for that purpose and provided all the Essential Details. In case the Client is facing technical issues, he may close any Open Positions by telephone call by using his Access Data (i.e. phone password) providing his Trading Account Number, his phone password issued by The Company for this purpose, any other identification information requested.
2. The Company will be entitled to rely and act on any Order given by using the Access Data on the Platform(s) without any further enquiry to the Client and any such Orders will be binding upon the Client.
3. Orders placed via phone will be placed by the Company on the Electronic Trading System of the Company.
4. Orders are executed according to the Summary of Best Interest and Order Execution Policy, which are binding on the Client.
5. The Company will use reasonable efforts to execute an Order, but it is agreed and understood that despite the Company's reasonable efforts transmission or execution may not always be achieved at all for reasons beyond the control of the Company.
6. Orders may be placed within the normal trading hours of the Company, available on its Website and/or the Platform, as amended from time to time.

► **Decline of Client's Orders**

1. Without prejudice to any other provisions herein, the Company is entitled, at any time and at its discretion, without giving any notice or explanation to the Client to restrict the Client's trading activity, to cancel Orders, to decline or refuse to transmit or execute any Order of the Client, and the Client has no right to claim any damages, specific performance or compensation whatsoever from the Company, in any of the following cases:
 - (a) Internet connection or communications are disrupted.
 - (b) In consequence of request of regulatory or supervisory authorities of Vanuatu or a court order or antifraud or anti-money laundering authorities.
 - (c) Where the legality or genuineness of the Order is under doubt.
 - (d) A Force Majeure Event has occurred.
 - (e) In an Event of Default of the Client.
 - (f) The Company has sent a notice of Termination of the Agreement to the Client.
 - (g) The system of the Company rejects the Order due to trading limits imposed.
 - (h) Under abnormal market conditions.
 - (i) The Client does not hold adequate funds in his Balance for the specific Order.



► Events of Default

1. Each of the following constitutes an "Event of Default":

(a) The failure of the Client to perform any obligation due to the Company.

(b) If an application is made in respect of the Client pursuant to the Vanuatu Bankruptcy Act or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client.

(c) The Client is unable to pay the Client's debts when they fall due.

(d) Where any representation or warranty made by the Client in paragraph 29 is or becomes untrue.

(e) The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind.

(f) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in paragraph (14.2)

(g) An action set out in paragraph (14.2) is required by a competent regulatory authority or body or court.

(h) The Client involves the Company in any type of fraud or illegality or breach of Applicable Regulations or the Company is placed at risk of being involved in any type of fraud or illegality or breach of Applicable Regulations if it continues offering Services to the Client, even when this is not due to the Client's wrongdoing.

(i) The Company reasonably considers that there is a material violation by the Client of the requirements established by legislation of the Republic of Vanuatu or other countries having jurisdiction over the Client or his trading activities, such being materiality determined in good faith by the Company.

(j) If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or card fraud or other criminal activities.

(k) The Company reasonably suspects that the Client performed a prohibited action as set out in paragraph (10.1).

(l) The Company reasonably suspects that the Client performed abusive trading.

(m) The Company reasonably suspects that the Client opened the Client Account fraudulently.

(n) The Company reasonably suspects that the Client performed forgery or used a stolen card to fund his Client Account.

2. If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:

(a) Terminate this Agreement immediately without prior notice to the Client.

(b) Cancel any Open Positions.

(c) Temporarily or permanently bar access to the Platform(s) or suspend or prohibit any functions of the Platform(s).

(d) Reject or Decline or refuse to transmit or execute any Order of the Client.

(e) Restrict the Client's trading activity.



- (f) In the case of fraud, reverse the funds back to real owner or according to the instructions of the law enforcement authorities of the relevant country.
- (g) Cancel or reverse any profits gained through Abusive Trading.
- (h) Take legal action for any losses suffered by the Company.
- (i) Block the IP address of the Client who sends massive requests on the server which may cause delays in the execution time.

▶ **Trade Confirmations**

1. The Company shall provide the Client with adequate reporting on his Orders. For this reason, the Company will provide the Client with an online access to his Client Account via the Platform(s) used by the Client, which will provide him with sufficient information in order to comply with VFSC Rules in regards to client reporting requirements.
2. If the Client has a reason to believe that the Confirmation is wrong or if the Client does not receive any Confirmation when he should, the Client shall contact the Company ten Business Days from the date the Company of the Order was sent or ought to have been sent (in the event that a Confirmation was not sent). If the Client expresses no objections during this period, the content is considered as approved by him and shall be deemed conclusive.

▶ **Client Money Handling Rules**

1. The Company will promptly place any Client money it receives into one or more segregated account(s) with reliable financial institutions (i.e. an intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty) and the Client funds will be segregated from the Company's own money and cannot be used in the course of its business.
2. The Company may hold Client money and the money of other clients in the same account (omnibus account).
3. The Company shall not account to the Client for profits or interest earned on Client money (other than profit gained through trading Transactions from his Client Account(s) under this Agreement) and the Client waives all right to interest.
4. The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.
5. The Company may deposit Client money with a third party (i.e. intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty) who may have a security interest, lien or right of set-off in relation to that money.
6. Client money may be held on the Client's behalf with an intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty located within or outside Vanuatu. The legal and regulatory regime applying to any such person outside Vanuatu will be different from that of Vanuatu and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in a Segregated Account in Vanuatu. The Company will not be liable for the solvency, acts or omissions Of any third party referred to in this paragraph.
7. The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is Insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.



8. It is agreed that the Company shall have the right to transfer the Client Money to successors or assignees or transferees or buyers, with ten Business Days prior Written Notice to the Client for the purposes of paragraph 34.2. Of the Client Agreement.

9. It is agreed and understood that the types of the different Client Accounts offered by the Company and the characteristics of such Client Accounts are found on the Website and Secure Site and are subject to change at the Company's discretion and according to paragraph 25 hereunder.

10. The Client Account shall be activated upon the Client depositing the minimum initial deposit, as determined and mended by the Company in its discretion from time to time. The minimum initial deposit may vary according to the type of Client Account offered to the Client.

11. The Client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits will be made via the methods and in the currencies accepted by the Company from time to time. The detailed information about deposit options is shown on the Website.

12. The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Client Account. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds.

13. If the Client makes a deposit, the Company shall credit the relevant Client Account with the relevant amount actually received by the Company within one Business Day following the amount is cleared in the bank account of the Company.

14. If the funds sent by the Client are not deposited in the Client Account when they were supposed to, the Client shall notify the Company and request from the Company to make a banking investigation of the transfer. The Client agrees that any charges of the investigation shall be paid by the Client and deducted from his Client Account or paid directly to the bank performing the investigation. The Client understands and agrees that in order to perform the investigation the Client shall have to provide the Company with the requested documents and certificates.

15. The Company shall effect withdrawals of Client funds upon the Company receiving a relevant request from the Client in the method accepted by the Company from time to time.

16. Upon the Company receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall pay the said amount within three (3) Business Days, if the following requirements are met:

- (a) The withdrawal instruction includes all required information;
- (b) The instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account etc) from which the money was originally deposited in the Client Account or at the Client's request to a bank account belonging to the Client;
- (c) The account where the transfer is to be made belongs to the Client;
- (d) At the moment of payment, the Client's Balance exceeds the amount specified in the withdrawal instruction including all payment charges;
- (e) There is no Force Majeure event which prohibiting the Company from effecting the withdrawal.



17. It is agreed and understood that the Company will not accept third party or anonymous payments in the Client Account and will not to make withdrawals to any other third party or anonymous account.

18. The Company reserves the right to reasonably decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

18. All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Client Account for these charges.

19. Withdrawal fees may apply. The applicable fees may be found on the Company's Website.

20. The Client may send the request for internal transfer of funds to another Client Account held by him with the Company. Internal transfers shall be subject to the Company's policy from time to time.

21. Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that should the Client provide wrong instructions for a transfer, the Company may be unable to correct the mistake and the Client may have to bear the loss.

Inactive and Dormant Client Accounts

1. If the Client Account is inactive for one month or more (i.e. there is no trading, no open positions, no withdrawals or deposits), the Company shall have the right to charge a monthly maintenance fee found in the Trading Rules on the Website, and such may be different for different types of Client Accounts.

2. If the Client Account is inactive for one year or more, and after notifying the Client in its last known address, the Company reserves the right to close the Client Account and render it dormant. Money in the dormant account shall remain owing to The Client and the Company shall make and retain records and return such funds upon request by the Client at any time thereafter.

Lien

The Company shall have a general lien on all funds held by the Company or its Associates or its nominees on the Client's Behalf until the satisfaction of his obligations.

Netting and Set-Off

1. If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then automatically the mutual obligations to make payment are set-off and cancel each other.

2. If the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.

3. The Company has the right to combine all or any Client Accounts opened in the Client name and to consolidate the Balances in such accounts and to set-off such Balances in the event of Termination of the Agreement.

Rollovers

1. In the absence of an offsetting or closing liquidation trade executed prior to the relevant cut-off time on any Business Day, FXGrow is irrevocably authorized (which mandate is given by way of security to FXGrow which declares to have an interest therein) to rollover all or any portion of the Open Positions in Customer's Account at FXGrow's absolute and sole discretion and at Customer's risk to the next settlement date and to perform such acts as may be required for the rollover to be effected.



2. Rollovers will be executed at rates determined by FXGrow and at FXGrow's absolute and sole discretion. Rollover debits or credits will be reflected in the Customer's Account at a time after the normal close of the Business Day.
3. All fees and charges are due and payable immediately. Any sum due to us pursuant to this Agreement may be deducted by us from the proceeds of any transactions or debited from your account with us.
4. FXGrow reserves the right to change at its sole and absolute discretion, any rollover debits or credits (Swap rates) at any time if FXGrow, at its absolute and sole discretion, deems that the amount debited or credited was in error. FXGrow will display the rollover debits or credits (Swap rates) for the respective Spot Foreign Exchange/ CFD/ Precious Metals on its website and/or on its Trading Platform and automatically update Customer reports to reflect the cash flow. FXGrow reserves the right to charge backdated and/or change the credits or debits at its sole discretion if the original amounts were not charged or are in wrong due to an error or omission.

► **Fees, Taxes and Inducements**

1. The provision of the Services by the Company is subject to payment of fees such as brokerage fees, commissions, Swaps, special service and other fees found at the Contract specifications, Trading Rules and Swap Rates Table.
2. The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the currying out of the transactions under this Agreement.
3. Should the Company pay or receive any fees or inducements for the introduction of the Client, it shall notify the Client according to Applicable Regulations.
4. It is agreed and understood that the Client shall be solely responsible for all filings, tax returns and reports 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 his trading activity with the Company hereunder.
5. The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the currying out of the transactions under this Agreement.
6. Should the Company pay or receive any fees or inducements for the introduction of the Client, it shall notify the Client according to Applicable Regulations.

► **Language**

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

► **Communications and Written Notices**

1. Unless the contrary is specifically provided in this Agreement, any notice, request or other communication to be given to the Company by the Client under the Agreement 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 Client for this purpose) by email, facsimile, post if posted in Vanuatu, or airmail if posted outside Vanuatu, or commercial courier service and shall be deemed delivered only when actually received by the Company at:

Address: Icount building, First Floor
Kumul Highway
Port Vila, Vanuatu
Phone: +441483600911
Email: info@fxgrow.co



In order to communicate with the Client, the Company may use any of the following methods: email, Platform's internal mail, facsimile transmission, telephone, and post, commercial courier service, air mail or the Company's Website or Secure Site.

3. The following methods of communication are considered as Written Notice from the Company to the Client: email, Platform's internal mail, facsimile transmission, post, commercial courier service, air mail or the Company's Website.

4. The following methods of communication are considered as Written Notice from the Client to the Company: Email, facsimile transmission, post, commercial courier service or air mail or commercial courier.

5. Any communications sent to the Client (documents, notices, confirmations, statements, reports etc.) are deemed received:

(a) If sent by email, within one hour after emailing it and provided the email has left from the Company's outlook.

(b) If sent by the Platform's internal mail, immediately after sending it.

(c) If sent by facsimile transmission, upon receipt by the sender of a transmission report from its facsimile machine confirming Receipt of the message by recipient's facsimile machine.

(d) If sent by telephone, once the telephone conversation has been finished.

(e) If sent by post, seven calendar days after posting it.

(f) If sent via commercial courier service, at the date of signing of the document on receipt of such notice.

(g) If sent by air mail, eight Business Days after the date of their dispatch.

(h) If posted on the Company Webpage, within one hour after it has been posted.

6. In order to communicate with the Client the Company will use the contact details provided by the Client whilst opening the Client Account or as updated latter on. Hence, the Client has an obligation to notify the Company immediately of any change in the Client's contact details.

7. Faxed documents received by the Company may be electronically scanned and reproduction of the scanned version shall constitute conclusive evidence of such faxed instructions.

8. The Client shall be able to call the Company within its normal working hours. The Company may contact the Client outside its normal working hours.

Personal Data, Confidentiality, Recording of Telephone Calls and Records

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, the credit reference agencies, fraud prevention agencies, banks, other financial institutions, third authentication service providers and the providers of public registers.

2. 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, anti-money laundering and due diligence checks, for research and statistical purposes and for marketing purposes. Information already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

3. 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 court order by a competent Court.

(b) Where requested by VFSC or 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 such an extent as reasonably required so as to execute Orders and for purposes ancillary to the provision of the Services.
- (e) To credit reference and fraud prevention agencies, third authentication service providers, banks 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 by the Company.
- (f) To the Company's professional advisors 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 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.
- (i) To market research call centers that provide telephone or email surveys with the purpose to improve the services of the Company, in such a case only the contact details the data will be provided.
- (j) Where necessary in order for the Company to defend or exercise its legal rights to any court or tribunal or arbitrator or Ombudsman or governmental authority.
- (k) At the Client's request or with the Client's consent.
- (l) To an Affiliate of the Company or any other company in the same group of the Company.
- (m) To successors or assignees or transferees or buyers, with ten Business Days prior Written Notice to the Client, and for the purposes of paragraph 34.2. Of the Client Agreement.
4. If the Client is a natural person, the Company will use, store, process and handle personal information provided by the Client in connection with the provision of the Services, in accordance the Processing of Personal Data (Protection of the Individual) Law of 2001 and the Company is obliged to supply the Client, on request, with a copy of personal data which It holds about the Client (if any), provided that the Client pays an administrative fee.
5. By entering into this Agreement, the Client will be consenting to the transmittal of the Client's personal data outside Vanuatu, According to the provisions of Processing of Personal Data (Protection of the Individual) Law of 2001 for the reasons specified in paragraph 24.3.
6. Telephone conversations between the Client and the Company may be recorded and kept by the Company and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders or conversations so recorded.
7. 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, email, or post.



8. The Client accepts that the Company or any Affiliate of the Company or any other company in the same group of the Company may make contact with the Client, from time to time, by telephone, fax, email or post for marketing purposes to bring to the Client's attention products or services that may be of interest to him or to conduct market research.

9. 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 Agreement.

Amendment of the Agreement

1. The Company may upgrade the Client Account, the Platform or enhance the services offered to the Client if it reasonably considers this is to the Client's advantage and there is no increased cost to the Client.

2. The Company may also change any terms of the Agreement (which includes this Client Agreement and its Appendices Summary of Conflicts of Interest Policy, Summary Best Interest and Order Execution Policy, Risk Disclosure and Warnings Notice, Complaints Procedure for Clients) for any of the following reasons:

(a) Where the Company reasonably considers that:

- The change would make the terms of the Agreement easier to understand; or
- The change would not be to the disadvantage of the Client.

(b) To cover:

- The involvement of any service or facility the Company offers to the Client; or
- The introduction of a new service or facility; or
- The replacement of an existing service or facility with a new one; or
- The withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by the Client at any time in the previous year, or it has become very expensive for the Company to offer.

(c) To enable the Company to make reasonable changes to the services offered to the Client as a result of changes in:

- The banking, investment or financial system; or
- Technology; or
- The systems or Platform used by the Company to run its business or offer the Services hereunder.

(d) As a result of a request of VFSC or of any other authority or as a result of change or expected change in Applicable Regulations.

(e) Where the Company finds that any term in the Agreement is inconsistent with Applicable Regulations. In such a case, it will not rely on that term but treat it as if it did reflect the relevant Applicable Regulations and shall update the Agreement to reflect the Applicable Regulations.

3. As long as the Client is able to end the Agreement without charge, the Company may change any of the terms of the Agreement for any reason not listed under paragraph 25.2.

4. For any change made paragraphs 25.2. And 25.3., the Company shall provide the Client with advance notice of at least ten (10) Working Days. However, the Client acknowledges that a change which is made to reflect a change of Applicable Regulations may, if necessary, take effect immediately.

5. For any change made under (a), (d) and (e) of paragraph 25.2., the notice of the Company shall be a Written Notice including a post on the Company's Website. For any other change of the Client Agreement the Company, where the Company elects to provide such Written Notice via a post on the Website, the Company shall also provide the said Written Notice with an additional means of Written Notice.

6. When the Company provides Written Notice of changes under paragraphs 25.2 and 25.3. It shall tell the Client the date it comes into effect. The Client shall be treated as accepting the change on that date unless, before then, the Client informs the Company that the Client wishes to terminate the Agreement and not accept the change. The Client shall not have to pay any charges as a result of terminating in this case, other than costs due and payable for Services offered until then.



7. Notwithstanding any other paragraph herein, the Company shall have the right to review its costs, fees, charges, commission, financing fees, swaps, trading conditions, execution rules, roll over policy and trading times, on the Company's website and/or Platform, from time to time. Such changes shall be effected on the Website and /or the Platform and the Client is responsible to check for updates regularly.

▶ Termination and Results of Termination

1. Without prejudice the two Company's rights under this Agreement to terminate it immediately without prior notice to the Client, each Party may terminate this Agreement with immediate effect by giving at least ten (10) Business Days Written Notice to the other Party.

2. Termination by any Party will not affect any obligation which has already been incurred by either Party or any legal rights or obligations which may already have arisen under the Agreement or any Transactions made hereunder.

3. Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but without limitation) all outstanding costs and any other amounts payable to the Company, any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement.

4. Once notice of termination of this Agreement is sent and before the termination date:

(a) The Client will have an obligation close all his Open Positions. If he fails to do so, upon termination, the Company will close any Open Positions;

(b) The Company will be entitled to cease to grant the Client access to the Platform(s) or may limit the functionalities the Client is allowed to use on the Platform(s);

(c) The Company will be entitled to refuse to accept new Orders from the Client;

(d) The Company will be entitled to refuse to the Client to withdraw money from the Client Account and the Company reserves the right to keep Client's funds as necessary to close positions which have already been opened and/or pay any pending obligations of the Client under the Agreement.

5. Upon Termination any or all the following may apply:

(a) The Company has the right to combine any Client Accounts of the Client, to consolidate the Balances in such Client Accounts and to set off those Balances;

(b) The Company has the right to close the Client Account(s);

(c) The Company has the right to convert any currency;

(d) The Company has the right to close out the Client's Open Positions;

(e) In absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favor, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and any Custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's Instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.



► **Force Majeure**

1. A Force Majeure Event includes without limitation each of the following:

- (a) Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis.
- (b) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster.
- (c) Labor disputes and lock-out.
- (d) Suspension of trading on a market or the liquidation or closure of any market, or the fixing of minimum or maximum prices for trading on a market to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms.
- (e) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, supervisory, regulatory or supranational body or authority.
- (f) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the Company).
- (g) Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default.

2. If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any or all of the following steps:

- (a) Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them.
- (b) Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients.
- (c) Shut down the Platform(s) in case of malfunction for maintenance or to avoid damage.
- (d) Cancel any Client Orders.
- (e) Refuse to accept Orders from Clients.
- (f) Inactivate the Client Account.
- (g) Increase Margin requirements without notice;
- (h) Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;
- (i) Increase Spreads;
- (j) Decrease Leverage.

3. Except as expressly provided in 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.



▶ **Limitations of Liability and Indemnity**

1. In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given.

2. The Company will not be held liable for any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly arising from but not limited to:

(a) Any error or failure or interruption or disconnection in the operation of the Platform(s), or any delay caused by the Client Terminal or Transactions made via the Client Terminal, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorized access, and other similar computer problems and Defects.

(b) Any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or any other cause beyond its control.

(c) The acts, omissions or negligence of any third party.

(d) Any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting To the Company of the misuse of his Access Data.

(e) Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data 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.

(f) Any of the risks of the Risks Disclosure and Warnings Notice.

(g) Currency risk.

(h) Any changes in the rates of tax.

(i) The occurrence of Slippage.

(j) The Client relying on functions such as Trailing Stop, Expert Advisor and Stop Loss Orders.

(k) Under abnormal Market Conditions.

(l) Any actions or representations of the Introducer.

(m) Any acts or omissions (including negligence and fraud) of the Client and/or his Authorized Representative.

(n) For the Client's or his Authorized Representative's trading decisions.

(o) All Orders given through and under the Client's Access Data.

(p) The contents, correctness, accuracy and completeness of any communication spread by the use of the Platform(s).

(q) As a result of the Client engaging in Social Trading.

(r) The solvency, acts or omissions of any third party referred to in this paragraph 16.6.

(s) A situation of paragraph 16.7. Arises.



3. If the Company, its Directors, Officers, employees, Affiliates, or Agents incur any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to the use of the Platform(s), that the Company, its Directors, Officers, employees, Affiliates, or Agents bear no responsibility whatsoever, it is the Client's responsibility to indemnify the Company for such.

4. The Company shall in no circumstances be liable to the Client for any consequential, special, incidental or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement, the provision of the Services or the use of the Platform(s).

5. The Company's cumulative liability to the Client shall not exceed the fees paid to the Company under this Agreement In relation to the particular Client for the Provision of the Services and use of the Platform(s).

Representations and Warranties

1. The Client represents and warrants to the Company the following:

(a) The Client is at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to him.

(b) The Client is of sound mind and capable of taking decisions for his own actions.

(c) There are no restrictions on the markets or financial instruments in which any Transactions will be sent for execution, Depending on the Client's nationality or religion.

(d) All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected.

(e) The Client will not use the IP or the Platform or Website in contravention to this Agreement, or for unauthorized or unlawful purposes and that he will use the IP, Platform and Website only for the benefit of his Client Account and not on behalf of any other person.

(f) The Client is duly authorized to enter into the Agreement, to give Orders and to perform its obligations hereunder.

(g) The Client is the individual who has completed the Account Opening Application Form or, if the Client is a company, the person who has completed Account Opening Application Form on the Client's behalf is duly authorized to do so.

(h) The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of someone else. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received.

(i) The information provided by the Client to the Company in the Account Opening Application Form and at any time thereafter is true, accurate and complete and the documents handed over by the Client are valid and authentic.

(j) The Client has read and fully understood the terms of the Agreement including the information in the Appendices.

(k) The Client funds used for trading are not in any direct or indirect way the proceeds of any illegal activity or used or Intended to be used for terrorist financing.

(l) The Client is not a Politically Exposed Person and does not have any relationship (for example relative or business associate) with a person who holds or held in the last twelve months a prominent public position. If the above statement is untrue and in the event that the Client has not disclosed this already in the Account Opening Application Form, he will inform the Company as soon as possible will notify the Company if at any stage during the course of this Agreement he becomes a Politically Exposed Person.



- (m) The Client is not from the USA or Australia. The Company does not accept Clients from these countries.
- (n) He has read and understands the Risks Disclosure and Warnings Notice.
- (o) The Client consents to the provision of the information of the Agreement by means of a Website or email.
- (p) The Client confirms that he has regular access to the internet and consents to the Company providing him with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, this Agreements, Policies and information about the nature and risks of investments by posting such information on the Website or email. Should the Client wish, he may request for these to be sent by post.

▶ **Complaints and Disputes**

1. If the Client wishes to report a complaint, he must complete the Complaints Form (Appendix 2) and send it via email at info@fxgrow.co. The Company will try to resolve it without undue delay and according to the Company's Complaints Procedure.
2. If a situation arises which is not expressly covered by this Agreement, the Parties agree to try to resolve the matter on the basis of good faith and fairness and by taking such action as is consistent with market practice.
3. It is noted that the Client has the right to make a complaint at the Financial Ombudsman of Vanuatu, once it is activated.
4. The Client's right to take legal action remains unaffected by the existence or use of any complaints procedures referred to Above.

▶ **Applicable and Governing Law and Applicable Regulations**

1. If a settlement is not reached by the means described in paragraph 29, all disputes and controversies arising out of or in connection with the Agreement shall be finally settled in court in Vanuatu.
2. This Agreement is governed by the Laws of Vanuatu.
3. All transactions on behalf of the Client shall be subject to Applicable Regulations and any other public authorities which govern the operation of the Vanuatu financial intelligence unit, as they are amended or modified from time to time. The Company shall be entitled to take or omit to take any measures which it considers necessary to ensure compliance with the Applicable Regulations, the relevant market rules. Any such measures as may be taken shall be binding on the Client.

▶ **Severability**

Should any part of this Agreement be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Market or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

▶ **Non-Exercise of Rights**

Either Party's failure to seek redress for violations, or to insist upon strict performance, of any condition or provision of this Agreement, or its failure to exercise any or part of any of right or remedy to which that Party is entitled under this Agreement, shall not constitute an implied waiver thereof.



► **Assignment**

1. The Company may at any time sell, transfer, assign or notate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing ten Business Days prior Written Notice to the Client. This may be done without limitation in the event of merger or acquisition of the Company with a third party, reorganization of the Company, winding up of the Company or sale or transfer of all or part of the business or the assets of the Company to a third party.
2. It is agreed and understood that in the event of transfer, assignment or novation described in paragraph 34.1 above, the Company shall have the right to disclose and/or transfer all Client Information (including without limitation personal data, recording, correspondence, due diligence and client identification documents, files and records, the Client trading history) transfer the Client Account and the Client Money as required, subject to providing ten Business Days prior Written Notice to the Client.
3. The Client may not transfer, assign, charge, notate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement.

► **Introducer**

1. In cases where the Client is introduced to the Company through a third person such as a business introducer or associate or affiliate ("Introducing Broker"), the Client acknowledges that the Company is not responsible or accountable for the conduct and/or representations of the Introducer and the Company is not bound by any separate agreements entered into between the Client and the Introducer.
2. The Client acknowledges and confirms that his agreement or relationship with the Introducer may result in additional costs, since the Company may be obliged to pay commission fees or charges to the Introducer. If such apply they will be disclosed to the Client as provided under Applicable Regulations.

► **Authorized Representative**

The Company may in certain cases accept an Authorized Representative on behalf of the Client to place Orders to the Company or to handle any other matters related to the Client Account or this Agreement, provided the Client notifies the Company in writing of the appointment of an Authorized Representative and this person is approved by the Company fulfilling all of the Company specifications for this.

2. Unless the Company receives a written notification from the Client for the termination of the authorization of Authorized Representative, the Company, without prejudice to paragraph 36.4 herein below, has the right to continue accepting Orders and/ or other instructions relating to the Client Account by the Authorized Representative on the Client's behalf and the Client will recognize such orders as valid and committing to him.
3. The written notification for the termination of the authorization of the Authorized Representative has to be received by the Company with at least 5 days' notice prior the termination of the authorization date.
4. The Company has the right (but NOT an obligation to the Client) to refuse to accept Orders and/ or other instructions relating to the Client Account from the Authorized Representative in any of the following cases:
 - (a) If the Company reasonably suspects that the Authorized Representative is not legally allowed or properly authorized to act as such;
 - (b) An Event of Default occurred;
 - (c) In order for the Company to ensure compliance with the relevant market rules and or practices, Applicable Regulations or other applicable laws; or
 - (d) In order to protect the interest of the Client.



► **Miscellaneous**

1. All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
2. Where the Client comprises two or more persons, the liabilities and obligations under the Agreement shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.
3. In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its Nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).
4. Bonus Any bonus or similar benefits provided by the Company from time to time shall be governed by their terms and conditions.

Appendix 1 – CFD TRADING TERMS

► **Scope**

This Appendix is applicable only to those Clients trading in the Financial Instruments of CFDs.

► **Types of CFD Orders**

The following CFD Orders may be given by the Client:

- (a) Buy
- (b) Sell
- (c) Sell Limit, Sell Stop
- (d) Buy Limit, Buy Stop
- (e) Take Profit, Stop Loss
- (f) Set Expiry date
- (g) Trailing stop
- (h) Any other Orders available on the Platform. From time to time.

► **Placing, Cancelling or Removing Orders and Execution of Client Orders**

1. It is understood that additional terms, conditions, requirements, functionalities and limitations may apply for CFD trading which are available on each Platform the Client agrees that he is bound by them, and the Company has the right to change these without any prior notice to the Client; therefore the Client agrees to check for such changes before placing a new CFD Order. In addition CFD Orders are placed and executed in accordance to the Contract Specifications, the Financing Charges, the Rollover Policy and the Trading Hours, available on the Website, and the Company has the right to change these without any prior notice to the Client; therefore the Client agrees to check for such changes on the Company's Website before placing a new CFD Order.



2. Orders can be placed, executed and (if allowed) changed or removed within the Trading Hours for each CFD appearing on the Company's Website, as amended from the Company from time to time. Pending Orders, not executed, shall remain effective through the next trading session (as applicable). Market Orders not executed because there is not enough volume to fill them, will not remain effective and will be cancelled. All open spot positions will be rolled over to the next business day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open spot position. Any open forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position.
3. Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all pending orders if the Client Account Equity reaches zero.
4. Orders cannot be changed or removed after placed in the market. Stop Loss and Take Profit Orders may be changed even if the trade was placed in the market as long as they are higher in distance than a specific level (depending on the trading symbol).
5. The Client may change the expiration date of pending Orders or delete or modify a Pending Order before it is executed.
6. The Company shall receive and transmit for execution all Orders given by the Client strictly in accordance with their terms. The Company will have no responsibility for checking the accuracy of any Order.
7. Orders are executed as follows:
 - (a) Take Profit (T/P) Orders are executed at stated prices;
 - (b) Stop Loss (S/L) Orders are executed at stated prices, depending on the market opening prices;
 - (c) Stop Loss (S/L) Orders set for lock positions are executed at first market prices-at first price the Company obtains;
 - (d) Buy Stop and Sell Stop Orders for position opening are executed at first market prices- opening at the price the Company obtains.
8. During the course of this Agreement in relation to all individual CFD trading the Company will receive the Client Orders and transmit them for execution to a third party which will be the execution venue and counterparty in the CFD. A list of the Company's execution venues is available on the Website. The Company will not be the counterparty in a CFD.
9. The Company is under no obligation, unless otherwise agreed in the Agreement, to monitor or advise the Client on the status of any Transaction or to close out any Client's Open Positions. When the Company decides to do so, this will be done on a discretionary basis and will not be considered an undertaking of an obligation to continue.
10. It is the Client's responsibility to be aware of his positions at all times.

Quotes

1. In the event that the Company is unable to proceed with an Order with regard to price or size or other reason, the Company will send a re-quote to the Client with the price it is willing to deal.
2. The Quotes appearing on the Client's terminal are live. However if there's high volatility in the Underlying Market the execution of the Order may change due to execution time and also the Client may ask for price but he will get the first price that will be in the market.
3. The Company provides Quotes by taking into account the Underlying Asset price, but this does not mean that these Quotes are within any specific percentage of the Underlying Asset price. When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect what the Company thinks to be the current Bid and Ask price of the relevant Underlying Asset at that time. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

Financing Charges, Contract Specifications, Rollover Policy and Trading Hours

All CFDs available with the Company will have a daily financing charge. Financing Charges for different types of CFDs appear in the Contract Specifications.



▶ **Swaps**

From Wednesday to Thursday Swaps are calculated in triple size.

▶ **Lots**

The 1 (one) standard lot size is the measurement unit specified for each CFD. The Company may offer standard lots, micro-lots and mini-lots, in its discretion, as defined from time to time in the Contract Specifications or the Company's Website.

▶ **Trailing Stop, Expert Advisor and Stop Loss Orders**

The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or Expert Advisor are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever.

2. The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever.

▶ **Margin Requirements**

1. The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as the Company, at its sole discretion, may determine at any time under the Contract Specifications for each type of CFD.

2. It is the Client's responsibility to ensure that he understands how a Margin is calculated.

3. Unless a Force Majeure Event has occurred, the Company has the right to change the Margin requirements, giving to the Client ten Business Days Written Notice prior to these amendments. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.

4. The Company has the right to change Margin requirements without prior notice to the Client in the case of Force Majeure Event. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.

5. Company have the right to close and or limit the size of Client open positions (New or Gross) and to refuse Client orders to establish new positions in any of the following cases:

(a) The Company considers that there are abnormal trading conditions.

(b) The value of Client collateral falls below the minimum margin requirement.

(c) At any time equity (current balance including open positions) is equal to or less than a specified percentage of the margin (collateral) needed to keep the open position.

(d) The Company makes a Margin Call and the Client fails to meet it.

(e) In an Event of Default of the Client.

6. The Client has the responsibility to notify the Company as soon as he believes that he will be unable to meet a Margin Call payment when due.

7. When a Margin Call is made, the client will be offered with all or any of the three options to deal with the situation:

(a) Limit his exposure (close trades); or

(b) Hedge his positions (open counter positions to the ones he has right now) while reevaluating the situation; or

(c) Deposit more money in his Client Account.



8. If a client fails to meet a Margin Call and the market works against him his positions will be closed at Stop Out level of 10% And the Company has the right to refuse a new Order.
9. Margin must be paid in monetary funds in the Currency of the Client Account.
10. The Client undertakes neither to create nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to the Company.

Margin Requirements

1. The Company offers Swap Free Client Accounts for CFD trading.
2. Clients wishing to change from a normal Client Account into a Swap Free Client Account must close all their open positions first.
3. The rest of the provisions herein in this entire Agreement shall also apply to Swap Free Client Accounts save any mentions to Swaps.
4. If the Client has a Swap Free Client Account, no Swaps or roll over charges will be applied to trading positions Overnight. Any charges applicable to swap free Client Accounts appear in the Contract Specifications or on the Company's Website.
5. The Client who has a Swap free Client Account may not hold his floating positions for a long time period and hence gain profits. In such an event, the Client must close the floating positions and Swaps will be applied retroactively.
6. Hedging a position by its corresponding CFD contract in a Swap Free Account is forbidden. In such an event, the Client must close the hedges immediately and Swaps will be applied retroactively.
7. All the Open Position in a Swap Free Account will be closed on Friday an hour before the market is closed and may be opened again by the Client.

Appendix 2. Complaints Form: <http://fxgrow.co/co/Complaints-form.pdf>

FxGrow Limited (www.fxgrow.co) is registered and regulated by the Vanuatu Financial Services Commission (VFSC) with a registration number 40308 and licensed by The Dealers in Securities act [CAP70].

Risk Warning

Trading leveraged products such as Forex and CFDs carries a considerable level of risk, as such it may not be suitable for all investors. Whilst leverage enables traders to magnify their profits on successful trades, it also magnifies losses on unsuccessful trades; meaning that it is possible to sustain significant losses, perhaps even the entire sum of your invested capital. As such, we urge all clients to adopt a prudent risk management strategy in accordance with their investment goals and level of trading experience. Please ensure you read our Risk Disclosure, Terms and Conditions and Trading Rules in full.

