

Client Agreement

(www.avfxcapital.com)

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Section A: General Terms and Conditions

1. Introduction

1.1 This Agreement is entered by and between AVFX Capital (“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 (hereinafter called the “Client”) on the other part.

1.2 The Company is certified by the AVFX Technology (SV) Ltd.

1.3 The Agreement prevails any other agreements, express, preparations or conditional statements made by the Company or any Introducer(s).

1.4 This Client Agreement is with the following documents found on the Company’s website such as “General Business Terms”, “Risk Disclosure and Warnings Notice”, “Partnership Agreement”, “Complaints Procedure for Clients” as amended from time to time, (together the “Agreement”) set out the terms upon which the Company will offer Services hereunder to the Client and shall govern all CFD activity of the Client with the Company during the course of the agreement.

2. Clarification of Terms

2.1 In this Client Agreement Document:

The term **"Affiliate"** shall mean in relation to the Company, any object or entity which directly or indirectly controls or is controlled by the Company, or any object 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, object or entity.

The term **"Agreement"** shall mean this document (Client Agreement) and various documents found on the Company's (avfxcapital.com) website, namely "General Business Terms", "Partnership Agreement", "Risk Disclosure and Warnings Notice", "Complaints Procedure for Clients", as amended from time to time and any subsequent Appendices added thereto.

The term **"Access Data"** shall mean the Client's login id and password, which are required so as to place Orders in either CFDs with the Company on the Trading Platform, and any other undisclosed investor passwords, phone passwords or similar used to access the Personal Area so as to perform non-trading operations.

The term **"Account Opening Application Form"** shall mean the application form or questionnaire need to be completed by the Client, on-line on the Company's Website (avfxcapital.com) and/or mobile application(s) or in hard copy, in order to apply for the Company's Services under the Agreement and a Client Account, via which form/questionnaire the Company will obtain amongst other information and things for the Client's identification and due diligence, his classification and correctness in accordance with the Applicable Regulations.

The term **"Applicable Regulations"** shall mean

- (a) 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 Kingstown, St.Vincent and the Grenadines.

The term **"Ask"** shall mean the higher price in a Quote at which the price the Client might Buy.

The term **"Bid"** shall mean the lower price in a Quote at which the Client might Sell.

The term **"Business Day"** shall mean any day other than a Saturday or a Sunday, or the 25th of December, or the 1st of January, Independence Day, Republic Day or any other national and international holidays to be announced on the Company's Website.

The term **"Balance"** shall mean the total financial result in the Client Account after the last Completed Transaction and depositing as well as withdrawal operation at any period of time.

The term **"Base Currency"** shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

The term **"Client Account"** shall mean the unique personalized account of the Client consisting of all Completed Transactions, Open Positions and Orders in the Trading Platform, and the balance of the Client money and deposit or withdrawal transactions of the Client money.

The term **"Closed Position"** shall mean the opposite of an Open Position.

The term **"Client Terminal"** shall mean the MetaTrader version 4 or 5, or later version, in addition to any platform trading enables including web and mobile traders, which are used by the Client in order to get information on

essential markets in real-time, to make technical analysis of the markets, making transactions, place or delete Orders, as well as to receive notices from the Company and keep record of transactions.

The term **“Completed Transaction”** shall mean two counter deals of the same size such as opening a position and closing a position, buy then sell and vice versa in CFD trading.

The term **“Contract Disclaimers”** shall mean the principal trading terms in CFD for example Spread, Trading Commission, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, the minimum level for placing Stop Loss, take profit and limit orders, financing charges, charges and so on for each type of CFD as resolute by the Company from time to time.

The term **“Contract for Differences”** (“CFD”) shall mean a contract for differences by reference to differences in the price of a Primary Asset. A CFD is a Financial Instrument.

The term **“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. However a Currency Pair consists of two currencies

- a) the quote currency and
- b) the base currency

that shows how much of the quote currency is needed to purchase one unit of the base currency.

The term **“Currency of the Client Account”** shall mean the currency that the Client Account is denominated in, as per available by the Company from time to time.

The term **“Equity”** shall mean the balance plus (+) or minus (-) any floating profit or loss that derives from an Open Position and shall be calculated as:

Equity = Balance + Floating Profit - Floating Loss.

The term **“Error Quote (Spike)”** shall mean an error Quote having the following characteristics:

- a) An extensive price gap; and
- b) There have been no rapid price movements before it appears;
- c) The price rebounds with a price gap in a short period of time;
- d) Before and proximately after it appears that no important macroeconomic indicators and/or corporate reports are released.

The term **“Expert Advisor”** shall mean the mechanical online trading system designed to automate trading activities on an electronic trading platform. That 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 Trading Platform to robotically adjusting stop loss, rambling stops and take profit levels.

The term **“Floating Profit or Loss”** shall mean current profit or loss on the open positions is calculated at the current quotes by added any trading commissions or fees if applicable in CFD trading.

The term **“Financial Instrument”** shall mean contracts for differences.

The term **“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 will be calculated as: Equity less -Necessary Margin [Free margin = Equity- Necessary Margin].

The term **“Hedged Positions”** shall mean the long positions and short positions of the same size and instrument, opened on the trading account.

The term **“Hedged Margin”** shall mean the essential margin required by the Company so as to open and maintain The Hedged Positions in CFD trading.

The term **“Investment Account”** shall mean the unique and personalized account of the investor for the social trading.

The term **“Investor”** shall mean the Client that uses the social trading services of the Company by copying the strategies of strategy providers.

The term **“Indicative Quote”** shall mean the Quote at which the Company has the right not to accept any instructions or arrange for the execution of any orders in CFD trading.

The term **“Initial Margin”** shall mean the essential or necessary margin required by the Company so as to open a position in CFD trading.

The term **“Leverage”** shall mean leverage involves borrowing a certain amount of the money needed to invest in something. In CFD, money is usually borrowed from a broker. A ratio in respect of transaction size and initial margin in CFD trading 1:100 ratio means that in order to open a position and the initial margin is one hundred times less than the transactions size.

The term **“Lot”** shall mean in CFD is commonly traded in specific amounts called lots and a unit measuring the transaction amount specified for each underlying asset of a CFD.

The term **“Lot Size”** shall mean the number of underlying assets in one lot in a CFD.

The term **“Long Position”** shall mean a buy position that rises in value if underlying market prices increase in CFD trading.

The term **“Margin Level”** shall mean the percentage of equity to necessary margin ratio in CFD trading. That is calculated as: $\text{Margin Level} = (\text{Equity} / \text{Necessary Margin}) \times 100\%$.

The term **“Margin”** shall mean the essential guarantee funds so as to open or maintain open positions in a CFD transaction.

The term **“Margin Trading”** shall mean leverage trading when the Client may make Transactions having fewer funds on the Client Account in comparison with the transaction size in CFD trading.

The term **“Margin Call”** shall mean the situation when the company informs the Client and that the Client does not have enough margin to place orders or maintain open positions.

The term **“Normal Market Size”** shall mean the maximum number of units of the underlying asset that are transmitted by the Company for execution in CFD trading.

The term **“Necessary Margin”** shall mean the necessary margin required by the Company so as to maintain open positions in CFD trading.

The term **“Order”** shall mean it’s an instruction from the Client to trade in financial instruments.

The term **“Open Position”** shall mean any position which has not been closed, means a long position or a short position that is not a completed transaction. Besides, in relation to CFD trading this may be a long position or a short position which is not a completed transaction.

The term **“Parties”** shall mean the parties are to this Agreement. Here the parties are “the Company” and the “Client”.

The term **“Personal Area”** shall mean the Client’s personal profile page on the Company’s website (avfxcapital.com).

The term **“Politically Exposed Persons”** shall mean:

- a) First, natural persons who are or have been at any point in the last 12 months commended with prominent public functions, at any country or any regions, that means: heads of State, or 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 government banks or government undertaking banks; ambassadors, and high-ranking officers in the armed forces; members of the administrative, management or supervisory bodies of Stateowned enterprises.

None of the categories set out in the above shall be understood as covering middle ranking or more junior officials.

- b) Second, persons known to be close associates of such persons as set out under definition (a), which means: any natural person as per a) 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).
- c) Third, the immediate family members of such persons as set out under definition (a), which means: the spouse; or any partner considered by national law as equivalent to the spouse; the children and their spouses or partners; and the parents.

The term **“Price Gap”** shall mean the situation in trading when the price is different from the previous one by more than minimum price change.

The term **“Quotes Base”** shall mean quotes flow of information stored on the server in case of CFD trading.

The term **“Quotes Flow”** shall mean the stream of quotes in the trading platform for each CFD trading.

The term **“Quote”** shall mean the information of the current price for a specific essential asset, in the form of the bid as well as ask prices.

The term **“Quote Currency”** shall mean the second currency in the currency pair which can be purchased or sold by the Client for the base currency.

The term **“Relevant Amount(s)”** shall mean any free equity in the client’s account not used for margin purposes is termed as relevant amount(s).

The term **“Server”** shall mean the software server side of the trading platform, in addition to any platform trading facilities including web and mobile traders. However, the server is used to arrange for the execution of the Client’s orders or instructions as well as requests to provide trading information in realtime mode in consideration of the mutual liabilities between client and company.

The term **“Services”** shall mean the services provided by the Company to the Client as set out in paragraph 4 of Section A hereunder.

The term **“Social Trading”** shall mean the service provided by the Company through its official Website and mobile application by giving the client the ability by either to becoming an Investor and start copying strategies of strategy providers or become a strategy provider and create investment strategies as well as attract Investors to follow such strategies.

The term **“Spread”** shall mean the difference between ask and bid as well.

The term **“Strategy”** shall mean the account opened by a strategy provider by carrying out series of transactions for the purpose of social trading and which is available for investors to copy and invest as well.

The term **“Short Position”** shall mean the sell position that gains in value if underlying market prices fall in CFD trading. Suppose, in respect of currency pairs by selling the base currency against the quote Currency and it is the opposite of a long position.

The term **“Slippage”**

- a) shall mean the difference between the “expected price of a transaction in a CFD trading” and “the price the transaction is actually executed”. It often occurs during periods of higher volatility by 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.
- b) In addition to, a parameter of expert advisor that defines suitable distance between ordered quote and a quote that will be provided by the company by upon an expert advisor on request.

The term **“Social Trading Period”** shall mean the period beginning at the creation of a strategy and ending at the last Friday of the same calendar month.

The term **“Strategy Provider”** shall mean the Client that is using the social trading service by creating his/her strategy in agreement and by fulfilling with the company’s strategy opening procedures.

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

The term **“Trading Commission”** shall mean the fee charged for providing the service.

The term **“Trading Platform”** shall mean the Company’s online trading system which includes the aggregate of its computer devices, software, databases, telecommunication hardware, a trading platform, all programs and technical facilities providing by real-time quotes and making it possible for the Client to obtain information of markets in real time as well as make technical analysis on the markets, enter into transactions, place and delete orders, receive notices from the Company and keep record of transactions and calculating all mutual obligations between the Client and the Company. However, the trading platform consists of the server and the client terminal.

The term **“Trailing Stop”** shall mean “a stop-loss order set at a percentage level” below the market price for a long position in CFD Trading. This 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.

While the market price rises, the stop price raises by the trail amount, but if the pair price falls then the stop loss price doesn't change, and a market order is submitted when the stop price is hit.

The term **“Transaction Size”** shall mean lot size multiplied by number of lots in CFD trading.

The term **“Transaction”** shall mean any CFD transaction arranged for execution on behalf of the Client under this Agreement.

The term **“Underlying Market”** shall mean “the relevant market” where the underlying asset of a CFD is absolutely traded.

The term **“Underlying Asset”** shall mean the underlying asset in a CFD that may be currency pairs, metals, futures, commodities or any other asset according to the Company’s decision from time to time.

The term **“Website”** shall mean the Company’s official website at [https:// www.avfxcapital.com](https://www.avfxcapital.com) or such other website as the Company may maintain from time to time from their end.

The term **“Written Notice”** shall mean any notice or communication given through the trading platform internal mail, email, facsimile transmission, post, commercial courier service, air mail and the company’s website.

2.2 This is to inform any reference in the Agreement to any act or regulation or law shall be that act or regulation or law as amended, modified, supplemented, consolidated or re-enacted from time to time, all guidance noted, directives statutory instruments or orders made pursuant to such and any statutory provision of which that statutory provision is a re-enactment or modification.

2.3 With this Agreement, words importing the singular shall import the plural and vice versa, words importing the masculine shall import the feminine and vice versa and words denoting persons include corporations, partnerships, other independent bodies and all other legal entities and vice versa.

2.4 In this Agreement paragraph headings are used for ease of reference only.

3. Client Acceptance and Instigation

3.1 It is understood that the Company may not accept the Client as its client, and hence open a Client

Account for him/her or accept any money from him or allow the Client to initiate trading activities, until the Client properly and fully fills in and submits the account opening application form together with all the required KYC and identification documentation and all internal Company check have been fully satisfied. In addition to the Company holds the right, during the business relationship with the Client, to request at any time any other documentation and/or information from the Client that the Company considers necessary as part of the Company's ongoing monitoring of the Client's activity. However, it is further understood that the Company reserves the right to enforce additional due persistence requirements to accept Clients residing in certain countries.

The Client has the option, provided that the Client has accepted the documents found on the Company's website (avfxcapital.com) which set out the terms upon which the Company will offer services, to deposit any amount and start trading. The Client within 45 calendar days from the date of the first deposit must fully satisfy the Company's required identification documentation requirements.

However, in the event that the Client does not fully satisfy the Company's required identification documentation requirements within 45 calendar days from the day of the first deposit, the Company reserves the right to return any funds deposited back to their origin and either imposes restrictions in the operation of the Client Accounts including but not limited to restrictions to additional deposits and/or immediately terminate the business relationship with the Client and close the Client account.

4. Services

4.1 Subject to the Client's commitments and obligations are under the Agreement being fulfilled, the Company may at its decision offer the following Services to the Client:

- a) Receive and transmit of orders of the Client in CFDs trading.
- b) Execute the client orders in CFDs trading.
- c) Provide safety and administration of financial instruments for the account of Client including custodianship and related services such as cash or collateral management.
- d) Provide foreign currency services provided they are associated with the provision of the reception and transmission of service of paragraph 4.1.(a) and (b) of Section A of this document (Client Agreement).

5. Advice and Provision of Information

5.1 The Company will not guide or advise the Client about the merits of a particular transaction or gives him any form of investment advice and the Client has to recognize that the services do not include the facility of investment advice in CFDs or the underlying markets. The Client alone will have to enter into transactions and take relevant decisions based on his own judgment.

However, in asking the Company to enter into any transaction, the Client represents that he has been solely responsible for making his own independent evaluation and investigation into the risks of the transaction. The Client represents that he has in depth knowledge, market complexity, professional advice and experience to make his own evaluation of the merits and risks of any transaction. The Company gives no warranty as to the suitability of the products traded under this agreement and assumes no fiduciary duty in its relations with the Client.

5.2 The Company will not be under any duty to provide the Client with any legal or any tax or other advice which is relating to any transaction. The Client should seek independent expert advice if he is in any doubt as to whether he may incur any tax liabilities.

Remember, the Client is hereby warned that tax laws are subject to change from time to time.

5.3 The Company may change its discretion from time to time provide the Client such as newsletters or articles it may post on its Company's website(www.avfxcapital.com) or provide to subscribers through its website or the trading platform or otherwise with information, recommendations, news, market commentary or other information but not as a service.

Where it does so:

- a) The Company gives no visual illustration or representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal significances of any related transaction;
- b) The Company will not be responsible for such types of information;
- c) This information is provided uniquely to enable the Client to make his own investment decisions and does not amount to investment advice or unwanted financial promotions to the Client;
- d) If the document contains a restriction or any constraint on the person or category of persons for whom that document the information on which it is based. The Company does not make visual 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.
- e) The Client will accepts that prior to communication, the Company may have acted upon it itself to make use of is envisioned or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons;

5.4 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.

6. Taxes, Costs & Commissions

6.1 When placing Orders in CFDs, the related costs may appear as a percentage of the value of the CFD, However the Client has the responsibility to understand how the costs are calculated in this case.

6.2 The provision of services and the performing of both trading as well as non-trading operations under the agreement are subject to the payment of charges to the Company. Costs to the Company are set out in the Company website (avfxcapital.com) and/ or the personal area.

6.3 Remember, the Company may vary its costs from time to time and the Company will send a written notice may be through email to the Client informing of any changes before they come into effect. The variation will take effect from the date which the Company specifies in its notification to the Client as well. The Company will attempt to

provide the Client with at least seven business days' notice period of such alteration and that the latter shall be free to dissolve the contract as soon as possible.

However in the event that the alteration is based on a change in interest rates or tax treatment or where there is a valid reason, the Company shall have the right to amend it without prior notice to the Client provided that the Company shall inform the Client at the earliest opportunity and that the concluding is free to dissolve the contract immediately.

6.4 Ensure that the Company will not act as tax agent for the Client. The Client shall be solely responsible for all filings, tax returns and reports on any transactions that should be made to any relevant authority, whether governmental or otherwise and for payment of all taxes i.e., including but not limited to any transfer or value added taxes by arising out of or in connection with any transaction.

6.5 It is ensure that when providing a service to a Client, the Company may pay or receive fees, commissions or other non-monetary benefits from third parties as far as permitted under applicable rules and regulations. The Company will provide information on such benefits to the Client according to applicable rules as well as regulations.

6.6 The Client has to undertakes to pay all stamp expenses relating to this agreement and any documentation that may be required for the carrying out of the transactions under this agreement.

6.7 It is ensure that the Company charges commission on carrying out operations to pay in/withdraw funds and on trades. Charging of the total commission for carrying out trades is allowed at the time transactions are opened or closed.

6.8 However the Company is entitled, in relation to inter bank accounts such as:

- a) to adjust the best available prices in the market by the amount of its own commission;
- b) to show the amount of commission on the order being placed in a separate field in the client terminal.

6.9 The Company is entitled to increase the amount of commission with prior notification to the Client within seven business days before the new commission need to be introduced.

6.10 Make sure the trading commission rates for performing trading operations in market maker accounts are shown on the Company's official website (avfxcapital.com) in the contract specifications section.

6.11 It is ensure that the amount of commission for paying in or withdrawal of funds depends on factors such as the sum of transaction, the type of transaction, the currency of transaction, the system of payment etc. and is indicated in the Client's personal account area.

7. Written Notices & Communications

7.1 Unless the contrary is specifically provided in this Agreement, any notice, instruction, request or other communication to be given to the Company by the Client under the agreement shall be in writing and shall be sent to the Company's address below or to any other address which the Company may change from time to time specify to the Client for this purpose by email, facsimile, post if posted in Kingstown,

St.Vincent and the Grenadines, or airmail if posted outside Kingstown, St.Vincent and the Grenadines , or commercial courier service and shall be deemed delivered only when actually received by the Company at:

AVFX Technology (SV) Ltd.
Suite 305, Griffith Corporate Centre,
P.O. Box 1510, Beachmont, Kingstown,
St.Vincent and the Grenadines
Email: info@avfxcapital.com
Website: <https://www.avfxcapital.com/support>

7.2 In order to communicate with the Client, the Company may use any of the following methods:

- a) Electronic mail(Email);
- b) Facsimile transmission(FAX);
- c) Trading platform internal mail;
- d) Commercial private courier service;
- e) Air mail;
- f) Telephone;
- g) SMS
- h) Speed post;
- i) Personal Area (Client's My Account).
- j) The Company's Website(avfxcapital.com);

7.3 By means of any communications sent to the Client such as documents, notices, confirmations, statements etc. are considered received:

- a) If sent by email, within one hour after emailing it;
- b) If sent by facsimile transmission(FAX), upon receipt by the sender of a transmission report from its facsimile machine confirming receipt of the message by recipient's facsimile machine during the business hours at its destination.
- c) If sent by trading platform internal email, immediately after sending it;
- d) If sent by air mail, in five business days after the date of their dispatch;
- e) If posted on the company webpage(avfxcapital.com), within one hour after it has been posted;
- f) If sent via commercial courier service, at the date of signing of the document on receipt of such notice;
- g) If sent by telephone, once the telephone conversation has been finished;
- h) If sent by post seven calendar days after posting it;
- i) If posted on the personal area, immediately once posted.

7.4 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.

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

7.6 Telephone conversations between the Client and the Company may be recorded and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the orders/ instructions/ requests or conversations so recorded.

7.7 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 any of the methods of paragraph.

8. Personal Data, Records & Confidentiality

8.1 In order to the Company may collect client information directly from the Client in his completed account By opening application form or otherwise or from other persons including but not limited to credit reference agencies, fraud prevention agencies, third authentication service providers, other financial institutions and the providers of registers.

8.2 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 for research and statistical purposes and for marketing purposes and as provided for under paragraph 8.3. under Section A of this document (Client Agreement). The information is already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

8.3 However, the Client agrees that the Company has the right to disclose Client information such as recordings and documents of a confidential nature, card details, personal details in the following circumstances as and to the extent required:

- a) Where requested by a regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients;
- b) 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;
- c) Where may be required by law or a competent Legislative Court;
- d) To relevant authorities to investigate or prevent fraud, money laundering or other illegal activities;
- e) To execution the venues or any third party as necessary to carry out Client instructions or orders and for the purposes ancillary to the provision of the services;

- f) Only to the extent required, to other service providers who create, maintain or process databases whether it is 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;
- g) To market research call centers that provide telephone or email surveys with the purpose to improve the services of the Company;
- h) Where necessary in order for the Company to defend or exercise its legal rights;
- i) Only to the extent required, to other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form;
- j) At the Client's request or with the Client's consent;
- k) To credit reference and fraud prevention agencies, third authentication service providers and other financial institutions for credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client. To do so these agencies/ parties 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;

- l) To an affiliate of the Company;
- m) To successors or assignees or transferees or buyers, with five business days prior written notice to the Client.

9. Amendments or Improvements

9.1 It is ensure that 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 Clients advantage and there is no increased cost to the Client as a result of the change.

9.2 However, it is unless provided differently elsewhere in the present document "Client Agreement" the Company has the right to amend the terms of the Client Agreement at any time giving to the Client at least five business days in written notice prior to such changes. Any such amendments will become effective on the date specified in the notice. The Client acknowledges that a variation which is made to reflect a change of law or regulation may, if necessary, take effect immediately.

9.3 It is unless provided differently; the Company may change any document which is part of the agreement, except the present document "Client Agreement" without prior notice to the Client.

10. Termination of Agreement

10.1 Each Party may terminate this Agreement by giving at least five business days in written notice to the other Party.

10.2 Ensure that the Company may terminate this Agreement with immediate effect and without prior notice for any good reason such as in an event of default of the Client.

10.3 Termination by any party will not affect any obligation which has already been incurred by either party in respect of any open position or any legal rights or obligations which may already have arisen under the Agreement or any transactions and deposit or withdrawal operations made there under.

10.4 Upon the termination of this Agreement, all amounts payable by the Client to the Company will become As soon as possible due and payable including without limitation:

- a) All outstanding costs and any other amounts payable to the Company;
- b) Any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm;
- c) Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Agreement;
- d) Any losses and expenses realized in closing out any transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf;
- e) Any damages which arose during the arrangement or settlement of pending obligations.

10.5 Remember, once notice of termination of this Agreement is sent or upon termination;

the following shall apply:

- a) The Company will be entitled to refuse to open new positions for the Client;
- b) The Client will have an obligation to close all his open positions. If he fails to do so, upon termination, the Company will close any open positions at current quotes;
- c) The Company will be entitled to cease to grant the Client access to the trading platform or may limit the functionalities the Client is allowed to use on the trading platform;
- d) 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.
- e) The Company will be entitled to refuse to the Client to withdraw money from the Client Account.

10.6 Upon the 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 with obligations of the Client towards the Company;
- b) The Company has the right to close the Client Account(s) any time;
- c) The Company has the right to convert any currency;
- d) The Company has the right to close out the Client's open positions at current quotes;
- e) In absence of illegal activity or suspected illegal activity of the Client or instructions from the relevant authorities, if there is balance in the Client's favour, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities of the Client towards the Company) 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.

11. Event of Default

11.1 The following points are constitutes an "Event of Default":

- a) The failure of the Client to provide any initial margin and or hedged margin, or other amount due under the Agreement;
- b) The failure of the Client is to perform any obligation due to the Company including but not limited to the obligation of the Client to submit any identification documentation and or any other information required by the Company;
- c) If an application is made in respect of the Client pursuant to the **Kingstown, St.Vincent and the Grenadines'** bankruptcy laws or any equivalent act in another Jurisdiction and if the Client is an individual, or if a partnership, in respect of one or more of the partners, or if a company, a receiver, a trustee, an 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;
- d) The Client (in case of Client is an individual) dies or is declared absent or becomes of unsound mind;
- e) The Client is unable to pay the Client's debts when they fall due;
- f) Where any representation or warranty made by the Client in or becomes untrue as per Section A;
- g) The Client involves the Company in any type of fraud or illegality or may be at risk of involving the Company in any type of fraud or illegality, such risk determined in good faith by the Company;

- h) In cases of material violation by the Client of the requirements established by legislation of St.Vincent and the Grenadines or other countries, such materiality determined in good faith by the Company;
- i) Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in as per Section A of this document;
- j) An action set out as per Section A and of this document is required by a competent regulatory authority or body or court;
- k) financing or other criminal activities or for any other cases the Client may involve the Company in any type of fraud or illegality or any activity considered suspicious by the Company.
- l) If the Company suspects that the Client is engaged into money laundering activities or terrorist

11.2 In case of an event of default occurs the Company may, at its absolute discretion, at any time and without prior written notice,

Actions are will be like following:

- a) Temporarily block the Account of the Client and or Accounts of another Client which the Company considers to be involved in suspicious activity until the Company can determine if an Event of Default has occurred.
- b) The Company has the right to close the Client Account(s);
- c) In case of investigation of events of default the Company may request the Client to provide various documents and the Client is under an obligation to provide such; 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 with obligations of the Client towards the Company;
- d) The Company has the right to close out the Client's open positions at current quotes;
- e) The Company has the right to convert any currency;
- f) Terminate this Agreement without notice to the Client

12. Force Majeure Event

12.1 A Force Majeure Event has without limitation like following:

- a) Government actions, the threat of war, acts of terrorism, the outbreak of war or hostilities, national emergency, riot, sabotage, civil disturbance, requisition, or any other international calamity, economic or political crisis that, in the Company's opinion, prevents it from maintaining an orderly market in one or more of the financial instruments in respect of which it deals on the platform;

- b) Labour disputes and lock-out which affect the operations of the Company;
- c) Suspension of trading on a market, or the fixing of minimum or maximum prices for trading on a market, a regulatory ban on the activities of any party i.e. 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;
- d) Act of God by natural calamities like earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the Company to offer its services;
- e) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
- f) 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;
- g) Breakdown, failure or malfunction of any electronic, network and communication lines like not due to the bad faith or willful default of the company and Dodos-attacks;
- h) The suspension, liquidation or closure of any market or the abandonment or failure of any event 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 on any such event.
- i) The failure of any relevant supplier, liquidity provider, Financial Institution intermediate broker, agent or principal of the Company, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.
- j) The occurrence of an excessive movement in the level of any transaction and or the underlying asset or market or the Company's anticipation by acting reasonably of the occurrence of such a movement;

12.2 In case of the Company determines in its reasonable opinion that a Force Majeure Event exists like without prejudice to any other rights under the Agreement,

then the Company may without prior notice and at any time take any or all of the following steps:

- a) Close out any or all open positions at such prices as the Company considers in good faith to be appropriate and refuse to accept orders from Clients;
- b) Increase margin requirements without notice;
- c) 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;
- d) 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;
- e) Decrease Leverage;

- f) Shut down the Platform(s) in case of malfunction for maintenance or to avoid damage;
- g) Inactivate the Client Account.
- h) Increase Spreads and/or Trading Commissions;

12.3 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.

13. Limitations of Liability and Guarantee

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

This is subject to the right of the Company to void or close any Transaction in the specific circumstances set out the Agreement, any transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.

13.2 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 the following:

- a) Any error or failure in the operation of the trading platform;
- b) Errors in the settings of client terminal, out-of-sequence client terminal update, any delay caused by the client terminal, the Client not following the instructions on the client terminal;
- c) Any hardware, software, connection bugs from the Client's side;
- d) All Orders placed under the Client's access data;
- e) Any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event;
- f) The acts, omissions or negligence of any third party;
- g) The solvency, acts or omissions of any third party referred to Section B of this document (Client Agreement);
- h) 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;
- i) 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;

- j) Any actions or representations of the Introducer;
- k) Currency risk materializing;
- l) Occurrence of Slippage;
- m) Any of the risks and warnings of the document "Risks Disclosure and Warnings Notice", found on the Company's website, materializes;
- n) The Client relying in Stop Loss Orders;
- o) Any changes in the rates of tax;
- p) The Client using Trailing Stop and/or Expert Adviser.
- q) The actions, Orders, Instructions, Transactions entered into by the Client under this Agreement.

13.3 Here, if the Company incurs any claims, liability, costs or expenses, damage, 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 any order it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such.

13.4 The Company shall in no circumstances be liable to the Client for any consequential, special or indirect losses, loss of profits, damages, loss of opportunity by including in relation to subsequent market movements and costs or expenses the Client may suffer in relation to the Agreement.

14. Representations and Warranties

14.1 Here the Client has represents and warrants to the Company with the following:

- a) The Client has read and fully understood and undertakes to comply with the terms of this document (Client Agreement) and the various documents found on the Company's website, namely "General Business Terms", "Partnership Agreement", "Risk Disclosure and Warnings Notice", "Complaints Procedure for Clients" and if applicable the "Partnership Agreement";
- b) 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 is valid and authentic and shall inform the Company of any changes;
- c) The Client is duly authorized to enter into the Agreement, to give orders, instructions and requests and to perform its obligations thereunder;

- d) 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;
- e) 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 is received;
- f) Ensure that 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;
- g) The Client has declared in the Account Opening Application Form if he is a Politically Exposed Person and will notify the Company if at any stage during the course of this Agreement he becomes a politically exposed person;
- h) The Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
- i) The Client funds are free of any lien, charge, pledge or other encumbrance;
- j) The Client has chosen the particular type of service and financial instrument, taking his total financial circumstances into consideration which he considers reasonable under such circumstances;
- k) The Client will take into account any information in the Company's advertising materials only in combination with the complete description of the advertised services or promotion published on the Company's website;
- l) The Client is over 18 years old.
- m) There are no restrictions on the markets or financial instruments in which any transactions will be sent for execution, arising from the Client's nationality or religion;

15. Client Acknowledgements of Risk and Consents

15.1 The Client absolutely acknowledges and accepts the following terms:

- a) Trading in CFDs is not suitable for all members of the public and the Client runs a great risk of incurring losses and damages as a result of trading in CFDs and accepts and declares that he is willing to undertake this risk. However, the damages may include loss of all his money and also any additional commissions and other expenses to keep his positions open.
- b) Ensure that CFD Transactions have a dependent liability, and the Client should be aware of the inferences of this in particular the margining requirements.
- c) In case of CFDs carry a high degree of risk. The gearing or leverage often obtainable in CFDs means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively

small movement can lead to a consistently larger movement in the value of the Client's investment and this can work against him as well as for him.

- d) The trading on an electronic trading platform carries risks.
- e) The risks and warnings of the document "Risks Disclosure and Warnings Notice", found on the Company's website (avfxcapital.com).

15.2 The Client consents to the provision of the information of the agreement by means of a Website.

15.3 The Client has to agree and understands that:

- a) He/ She will not be entitled to delivery of, or be required to deliver, the underlying asset of the CFD, nor ownership thereof or any other interest therein.
- b) No interest shall be due on the money that the Company holds in his client account.
- c) When trading in CFDs the Client is trading on the outcome of the price of an underlying asset and that trading does not occur on a regulated market but Over-The-Counter (OTC).

15.4 The Client confirms that he has regular access to the internet and consents to the Company by 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.

16. Applicable Regulations and Governing Law

16.1 It is ensure that all disputes and disagreements arising out of or in connection with the Agreement shall be finally settled in court in Kingstown, St.Vincent and the Grenadines.

16.2 Nevertheless any other provision of this Agreement, in providing services to the Client the Company shall be entitled to take any action as it considers necessary in its absolute discretion to ensure compliance with the relevant market rules and or practices and all other applicable laws.

16.3 This Agreement is governed by the Laws of Kingstown, St.Vincent and the Grenadines.

16.4 The Client may submit complaints to the Company according to the "Complaints Procedure for Clients" found on the Website (avfxcapital.com).

16.5 All transactions on behalf of the Client shall be subject to applicable regulations. The Company shall be entitled to take or omit to take any measures which it considers desirable in view of compliance with the applicable regulations in force at the time. Any such measures as may be taken and the applicable regulations in force shall be binding on the Client.

17. Severability

17.1 Any part of this Agreement should be held by any Court of competent jurisdiction to be Un-enforceable 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.

18. Non-Exercise of Rights

18.1 However the Company's failure to seek redress for violations, or to maintain 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 the Company is entitled under this Agreement, shall not constitute an implied waiver thereof.

19. Assignment

19.1 The Company may at any time sell, transfer, assign or replace with a new contract 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 provide at least five business days with prior written notice to the Client. This may be done, without limitation, in the event of merger or achievement of the Company with a third party, re-organization of the Company, upcoming 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.

19.2 It is agreed and understood that in the event of transfer, assignment or novation (replace with a new contract) described in paragraph 19.1 as above, the Company shall have the right to disclose and or transfer all Client Information including without limitation personal data, correspondence, recording, due diligence and files and records, client identification documents, the Client trading history) transfer the Client Account and the Client money as required, subject to providing at least five business days with prior written notice to the Client.

19.3 However the Client may not transfer, assign, charge, replace with a contract or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement without prior written consent of the Company.

20. Language

20.1 This is to inform that the Company's official language is the English language and the Client should always read, write and refer to the main website (avfxcapital.com) 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.

21. Introducer

21.1 In cases where the Client is introduced to the Company through a third person known as “Introducer”, 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.

21.2 Ensure that the Client has to acknowledge 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.

22. Identification

22.1 In order to prevent of any illegal or unauthorized access to the Client account, verification of the Client’s identity is made for the following non-trading operations:

- a) Withdrawal requests;
- b) Change of Leverage;
- c) Change of Access Data etc.

22.2 The means of Client identification used by the Company such as email, SMS and the method of Client’s identification is performed according to the “General Business Terms” found on the Company’s website (avfxcapital.com).

22.3 It is understood that the Company shall have the right to suspend execution of the non-trading operations if the Client’s identification data are invalid or incorrect until the Client sends the correct identification data.

23. Currency Conversions

23.1 However the Company is entitled to, without prior notice to the Client, to effect any currency conversions which it deems necessary or desirable in order to make a deposit into the Client account in the currency of the Client account like in the event that the Client deposits money in a different currency of that of the Currency of the Client account or comply with its obligations or exercise its rights under this Agreement or complete any specific Transaction or Order.

Any such conversion shall be made by the Company at reasonable exchange rates as the company shall select, having regards to the prevailing market rates. The Company shall be entitled to charge to the Client and obtain from the Client Account or from the deposited amount the expenses incurred with regard to currency conversions for the Client, including commissions to banks, commissions to intermediaries, money transfer of fees,.

23.2 It is understood that the Client will bear all foreign currency exchange risk arising from any transaction or the exercise by the Company of its rights under the Agreement or any law.

24. Miscellaneous

24.1 This is to inform that 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.

24.2 Make sure 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).

24.3 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.

Section B: Account & Money of Client

1. Client Account

1.1 It is understood that in order to facilitate trading in CFDs, the Company will open a Client Account for the Client, which will be activated upon the Client depositing the minimum initial deposit as determined by the Company in its discretion from time to time. The minimum initial deposit may vary according to the type of the Client Account. This information is made available on our Website (avfxcapital.com).

1.2 However the Company may offer different types of Client Accounts with different characteristics, different methods of execution and different requirements. Information on the various types of Client Accounts is found on the official website(avfxcapital.com)

2. Client Money

2.1 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.

2.2 The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

2.3 The Company may hold Client money and the money of other clients in the same account.

2.4 It is ensure that the Company may deposit Client money with a third party i.e. intermediate broker, a bank, a market, a clearing house or OTC counterparty who may have a security interest, a settlement agent, lien or right of set-off in relation to that money.

2.5 However the Client's money may be held on the Client's behalf with an intermediate broker, a market, a settlement agent, a bank or a clearing house or OTC counterparty located within or outside Kingstown, St.Vincent and the Grenadines.

The legal and regulatory government or regime by applying to any such person outside Kingstown, St.Vincent and the Grenadines will be different from that of Kingstown, St.Vincent and the Grenadines 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 Kingstown, St.Vincent and the Grenadines.

The Company will not be liable for the solvency or any acts or omissions of any third party referred to in this paragraph.

2.6 Ensure that 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.

However the Company does not accept any liability or responsibility for any resulting losses.

2.7 It is ensure that profit or loss from trading is deposited in or withdrawn from the Client Account once the transaction is closed.

3. Lien

3.1 If 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. Such right of a general lien may be extended and enforced to cover any legally binding claims, either present or future, related to the Client, emanating from applicable law or compliance rules or card schemes or acquiring banks or payment processing services providers or payment services operators' requirements, as well as if it is required by the relevant authorities.

4. Netting and Set-Off

4.1 In case of if the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company in the calculation of the amount payable by the Client, the following shall be taken into consideration:

- a) any legally binding claims related to the Client emanating from law,
- b) compliance rules or card schemes or acquiring banks or payment processing services providers or
- c) payment services operators' requirements, as well as if it is required by any relevant authorities, then automatically the mutual obligations to make payment are set-off and cancel each other.

4.2 If the aggregate amount payable by one party in the calculation of the amount payable by the Client, the following shall be taken into consideration:

- a) any legally binding claims related to the Client emanating from law, compliance rules or card schemes or acquiring banks or payment processing services providers or payment services operators' requirements, as well as if it is required by any relevant authorities exceeds the aggregate amount payable by the other party,
- b) 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.

4.3 However 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.

5. Temporary Block of the Client Account

5.1 The Company may temporarily block the Client Account without prior notice to the Client for any good reason, including in any of the following cases:

- a) In an Event of Default of the Client according to paragraph 11.2 (a) of PART A of this document (Client Agreement) and for such time that the Company reasonably requires to examine if an Event of Default has occurred;
- b) After the Client's request to temporarily block the Client Account under paragraph 5.5. of PART B of this Client Agreement;
- c) The Company is informed from a reliable source that the Access Data of the Client may have been received by unauthorised third parties;
- d) The Company is informed from a reliable source of possible unlawful actions or doubtful operations of the Client as set out in the Clause 1.4. of the General Business Terms.
- e) In a Force Majeure Event and for such duration that the relevant event continues to exist.

5.2 Without prejudice to any other right of the Company, the Client Account shall be unblocked in the following cases:

- a) When the Company determines that an event of default has not occurred, where the Client Account was temporarily blocked as per Section B of this Client Agreement;
- b) When the safety of the Access Data is determined or the Company issues new access data to the Client, where the Client account was temporarily blocked as per Section B of this Client Agreement document;
- c) More so, when the Client requests from the Company to unblock the Client Account and where the Client Account was temporarily blocked under Section B of this Client Agreement;
- d) When the Company determines that the Client has not engaged into any actions or doubtful of operations as set out in the Section B, General Business Terms, where the Client Account was temporarily blocked as per Section B of this Client Agreement;
- e) When the force majeure event does not exist anymore, where the Client Account was temporarily blocked of Section B of this Client Agreement document.

5.3 It is understood that during the period for which the Client's Account is blocked, the Company shall examine the circumstances and as a result the Client Account may be either unblocked or closed.

5.4 In case the Client Account is closed the Company reserves the right to withhold, under the general right of lien under Section B of this Client Agreement for any period the Company considers necessary, any amount it considers appropriate in order to cover any possible legally binding claims that may occur in the future related to the Client, emanating from applicable law, compliance rules or card schemes or acquiring banks or payment processing services providers or payment services operators' requirements, as well as if it is required by any relevant authorities.

5.5 The Client has the right to request the Company to temporarily block his Client Account by sending an email at info@avfxcapital.com or calling the Company, with request to temporary block

the Client Account and giving in both cases the account's phone password. The Company shall block the account within 24 hours after receiving of the said request.

5.6 In order for the Company to unblock the Client Account, which was blocked after the request of the Client, the Client shall either send email to info@avfxcapital.com or call the Company with request to unblock the account and also point out the account phone password. The Company shall unblock the Client Account within 24 hours after receiving of the request.

6. Inactive and Dormant of Client's Account

6.1 In case of ninety (90) calendar days, there are no trades or non-trading operations such as agent operations on a client account with a balance less than \$5 USD or the equivalent sum depending in the Currency of the Client Agreement, then the account will be archived.

6.2 When the client account is archived, all trades on the account will be archived that time as well and cannot be restored further. However, at the client's request, the company can provide a history of a requested account.

6.3 Make sure that, if the client has trades older than thirty five (35) calendar days, they will be combined and removed. The total of these trades is credited to the client's account.

6.4 It is understood that, in case of the client's request, a previously archived account may be restored. Money in the archived 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.

6.5 If the Client Account is inactive for four years or more than four years, and after notifying the Client in its last known address, the Company reserves the right to close the Client Account and render it dormant.

7. Deposits and Withdrawals of the Client Account

7.1 The Client may deposit through personal debit card or credit card of international payment system stated in the personal area. The Client shall understand and agree that if the Client uses this method of payment He or she will be able to withdraw funds only to his personal bank account.

7.2 In case of client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits will be accepted by bank transfer, debit or credit card or e-currency or any other method acceptable by the Company from time to time. However the Company will not accept third party or anonymous payments in the Client Account.

7.3 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 and 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.

7.4 The Company has the right to refuse deposit and withdrawal operations in the cases of the email, telephone number, passport (ID) requisites and address not being verified.

7.5 Make sure, if the Company shall have the right to “reject a deposit of the Client” if the provisions of the transfer started in the Personal Area are not followed.

7.6 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.

7.7 It is understood, 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.

However 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.

7.8 The Company will effect withdrawals of Client funds upon the Company receiving a relevant request from the Client entered on the Client’s personal area.

7.9 Once upon the Company is receiving an instruction from the Client to withdraw funds from the Client Account, the Company shall pay the said amount within three business days, if the following requirements are met as well:

- a) The withdrawal instruction includes all necessary information in the personal area;
- b) The instruction is to make a transfer to the originating account like whether that is a bank account, a payment system account etc. from which the money was originally deposited in the Client Account or in case of disputable situation to a bank account belonging to the Client;
- c) At the moment of payment, if the Client’s free margin exceeds the amount specified in the withdrawal instruction including all payment charges; There is no force majeure event which prohibiting the Company from effecting the withdrawal.
- d) The account where the transfer is to be made belongs to the Client;

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

7.11 It is to be agreed and understood that withdrawals will only be effected towards the Client not to the Company. The Company will not make withdrawals to any other third party or anonymous account.

7.12 All payment and transfer charges will be borne by the Client and the Company shall debit the relevant Client Account for these charges.

7.13 If the security type was changed, withdrawal can be conducted only after three business days have passed from the moment of changing.

7.14 It is understood that if an account being closed, its balance withdrawn proportionally to the accounts, from which it was deposited. Unlawful actions with bank cards and bank accounts are exceptions, in the cases of unlawful actions with above mentioned deposit methods, it entails withdrawn of the total initial deposit amount to the real owner of a bank card or bank account regardless of the account balance in the Company.

In the named cases all data are provided to the bank and to the law enforcement agencies of the Client's country.

7.15 If the Client may send the request for withdrawal through bank transfer. In the cases of using bank card as depositing method, the first withdrawal is made by refunding the initial deposit amount. In the cases of profit withdrawal remained after refund to the bank card.

The Client's funds are to be withdrawn by bank wire and the Company shall undertake to send funds to the Client's bank account in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the period of bank transfer.

7.16 In cases where more than ninety (90) days have elapsed since the Client's trading account was funded by bank card and where during this period no withdrawal of funds has been made from the trading account, withdrawal of funds may be made only to the Client's bank account.

7.17 Client may send request for funds withdrawal from the trading account with other funds transfer means. The Company shall undertake to send funds to the Client's bank account in accordance with the details stated in the request for withdrawal. The Company shall not be responsible for the period of bank transfer.

7.18 The Client may send the request for transferring funds to another trading account in case of this another trading account supports relevant funds deposit/withdrawal method. Internal transfer shall be executed only between the accounts of the same type, or between different types of accounts if the transfer amount is greater than the required minimum initial deposit.

7.19 If a specialist of the Company makes the mistake entailed depositing in incorrect account during transferring funds between trading accounts, the amount of the request shall be refunded to the Client at the expense of the Company.

7.20 The Company shall process the transfer of funds to another trading account in the currency of trading account.

7.21 If there had been an error in the request for transfer of funds to another account which was made by the Client and entailed depositing in incorrect account, the amount of the request shall not be refunded to the Client.

7.22 Any internal transfer may be declined without additional explanation of reasons.

Section C: Trading Terms & Conditions

1. Execution

1.1 In this paragraph, the trading procedures of the Company including but not limited to the types of orders and way of execution are detailed in the document "General Business Terms" found on the Company's Website (avfxcapital.com).

1.2 In this paragraph, it is understood that in relation to individual transactions, depending on the type of Client Account held by each Client, the Company will either be executing orders as a counterparty in the particular transaction in which case the Company will be the execution venue or it will be transmitting the Orders for execution to a third party like known as Straight Through Processing (STP) by which case the Company will not be acting as a counterparty in the transaction and the execution venue will be the third party.

1.3 In this paragraph, orders are placed with the Company with the use of access data on the trading platform, through the Client's compatible personal computer connected to the internet. However the Company will be entitled to rely and act on any order given by using the access data on the trading platform without any further enquiry to the Client and any such orders will be binding upon the Client.

1.4 It is understood that 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 and it is agreed that if 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. It is the Client's responsibility to be aware of his positions at all times.

2. Decline of Client's Orders, Requests and Instructions

2.1 It is understood that without prejudice to any other provisions herein, the Company is entitled to decline or refuse to transmit or arrange for the execution of any order of the Client in CFDs, for any good reason including in any of the following cases as applicable to CFDs:

- a) If the order precedes the first quote in the trading platform on the market opening;
- b) If the Client has recently made an unreasoning number of requests in comparison to the number of transactions;
- c) If the Client's free margin is less than the Initial margin or the necessary margin or there are no available cleared funds deposited in the client account to pay all the charges of the particular order;
- d) It is impossible to proceed with an order regarding the size or price or the proposed transaction is of such a size too small or too large that the company does not wish to accept that order or the Company believes that it will not be able to hedge the proposed transaction in the underlying
- e) Under abnormal market conditions;
- f) If the difference between open and close order is less than 3 minute.
- g) PIP hunting, in case of the client is tried to increase the timing between open and close order with the help of Hedging.

2.2 It is understood that the market or it is impossible for the order to be executed due to condition of the relevant underlying market;

- a) Where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;
- b) Where the legality or genuineness of the order is under doubt;
- c) Understood that there is an absence of essential detail of the order or the order is not clear or has more than one interpretation;
- d) In significance of request of regulatory or supervisory authorities of Kingstown, St.Vincent and the Grenadines a court order;
- e) The transaction size is less than the minimum transaction size for the particular CFD as indicated in the contract specifications;
- f) However a quote is not obtained from the Company or the quote obtained by the Company is an Indicative quote or the quote is noticeably wrong or quote is an error quote;
- g) In case of a force majeure event has occurred;
- h) In case of a suspected or actual event of default of the Client;
- i) It is understood that the Company has sent a notice of termination of the Agreement to the Client;
- j) In case of internet connection or communications are disturbed;
- k) If the Client Account is temporarily blocked or is rendered dormant or is closed.
- l) It is understood that the Client has failed to meet a margin call of the Company;

3. Margin Requirements

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

3.2 However if the Client the must deposit and maintain the initial margin and or hedged margin in the amount established by the Company at the time the position is opened.

3.3 Make sure lower margin requirements for a specific financial instrument apply to all positions opened for this financial instrument.

3.4 Understood that the Company has the right to change margin requirements with prior notice to the Client. 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.

3.5 In case of the increasing the amount of hedging will result in a reduction of margin requirements for new locking orders.

3.6 Remember that the reducing the amount of hedging is treated as opening a new position and will result in a proportional that is based on the amount of change in Margin requirements on previously opened positions for the corresponding financial instrument.

3.7 If the Company has the right to increase the size of margin requirements, before the close of market before weekends and holidays. Information about the time frames during which increased margin requirements are in effect is published in the Client's personal area.

3.8 However if the Margin requirements are applicable to the different currency pairs can be found in the contract specifications section on the website at www.avfxcapital.com.

- a) If at any time the equity falls below a certain percentage of the necessary margin, specified in the contract specifications section on the Website, the Company has the right to close any or all of the Client's open positions without the Client's consent or any prior written notice to him.
- b) In order to determine if the Client has breached this paragraph, any sums referred to therein which are not denominated in the currency of the Client Account shall be treated as if they were denominated in the currency of the client Account by converting them into the currency of the client account at the relevant exchange rate for spot dealings in the foreign exchange market.

3.9 Ensure that 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.

3.10 If a margin call notification is sent to the client terminal, the Client will not be able to open any new positions, except hedging position to reduce margin. If the Client fails to meet the margin call, his open positions are closed starting from the most unprofitable.

3.11 In case of 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.

3.12 Make sure the Margin must be paid in monetary funds in the Currency of the Client Account.

4. Expert Advisor, Stop Loss Orders & Irregular Stop

4.1 This is ensure that 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 bear no responsibility whatsoever.

4.2 This is ensure that 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 have depend by directly on his trading terminal and the Company bears no responsibility whatsoever.

5. Trade Confirmations and Reporting

5.1 It is ensure that the trade confirmations will be available on the trading platform prior to the close of the back office on the business day following the day on which the order is executed.

5.2 However if the Company will provide the Client with an online access to his Client Account through the trading platform, which will provide him by enough information by including information on order(s) status, Client Account status, balance in the Client Account and trade confirmations in respect of each executed order.

5.3 It is understood that if the Client has a reason to believe that the confirmation is inconsistent or if the Client does not receive any confirmation such as though the transaction was made and the Client shall contact the Company.

Trade confirmations shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Company in writing to the contrary within two business days following the day of receipt of the said trade confirmation.

Section D: Trading Platform at AVFX Capital

1. Technical Errors & Issues

1.1 If the Client represents and warrants that he has installed and implemented appropriate means of protection relating to the security and integrity of his computer 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 (avfxcapital.com), however the trading platform or other systems of the Company.

More so if 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 Company trading platform from his personal computer.

1.2 Ensure that the Client is solely responsible for providing and maintaining the compatible equipment necessary to access and use the trading platform, which includes ;

- c) At least a personal computer,
- d) Internet access by any means and
- e) Telephone or other access line.
- f) 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.

1.3 However the Company will not be liable for any such disruptions or delays or problem in any communication experienced by the Client when using the trading platform.

1.4 If the Company will not be liable to the Client should his computer system fail, destroy, damage and or format his records and data and if the Client suffers 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 at any cost.

2. Prohibited Actions on the Trading Platform

2.1 It is understood that the internet connectivity delays and price feed errors sometimes create a situation where the prices displayed on trading platform do not actually reflect the market rates, as a result of connectivity delays, upon the occurrence of a market event or an abnormal trading conditions. However the trading strategies aimed at exploiting errors in prices and or concluding trades at off-market prices, or taking advantage of these internet delays are not permissible on the trading platform.

Furthermore if the Company reasonably suspects that the Client, based on his trading strategy or other behavior, deliberately and or analytically exploited or attempted to exploit such errors in prices and or off-market prices, the Company is entitled to take one or more of the following counter measures:

- a) Terminate this Agreement immediately;
- b) Restrict or block access to the trading platform of the Company;
- c) Take immediate legal action for any losses suffered by the Company.
- d) Close the Client Account immediately;

2.2 In case of the Client will use the trading platform only for the benefit of his Client Account and not on behalf of any other person.

2.3 It is understood that the Client shall not illegally or unlawfully access or attempt to gain access, reverse engineer or otherwise bypass any security measures that the Company has applied to the trading platform.

2.4 Furthermore need to say it is absolutely prohibited to take any of the following actions:

- a) It is understood that, Intercept, monitor, damage or modify any communication which is not intended for him.
- b) Ensure that the use any type of spider, viruses, worm, Trojan-horse, time bomb or any other codes or instructions that are designed to distort or delete or damage or disassemble the trading platform or the communication system or any system of the Company.
- c) However the use any software, which applies artificial intelligence analysis to the Company's system and or trading platform.
- d) Furthermore send of any unsolicited commercial communication not permitted under applicable law or applicable regulations.
- e) Make sure do anything that will or may violate the integrity of the Company computer system or trading take any action that could probably allow the irregular or unauthorized access of the trading platform. Use himself/ herself or allow another person to use any software, program, application or other device, directly or indirectly, to access or obtain information through the trading platform or automate the process of accessing or obtaining such information.
- f) Platform or cause such system(s) to malfunction.
- g) Use the trading platform in violation of this Agreement.

3. Safety of Personal Information & Access Data

3.1 The Client is entitled to access data, so as to place orders from his Client Account and perform various nontrading operations. The Client has agreed to keep his/her secret information and not to disclose any access data to any person.

3.2 The Client may change his access data on his personal area with the exception of username, email address, phone number, password, phone password.

3.3 This is to inform that the Client should not write down his access data. If the Client receives a written notification of his access codes, he/she must destroy the notification immediately.

3.4 Remember, the Client agrees to notify the Company immediately if he/she knows or suspects that his access data has 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 the with replacement access data. The Client will be unable to place any orders or perform any non-trading operations until he receives the replacement of access data.

3.5 If the Client agrees that he/she will co-operate with any investigation the Company may conduct into any mislead or misuse or suspected misuse of his/her access data.

3.6 Understood that the Client acknowledges that the Company bears no responsibility if unauthorized third persons have access to information, electronic communication, including electronic addresses, 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.

3.7 It is agreed that all Orders made through the trading platform and non-trading operations on the personal area are deemed to have been made by the Client and are binding on the Client.

4. Intellectual Property

4.1 Remember, nothing in this Agreement constitutes a waiver of the Company's or any other third party's intellectual property rights.

4.2 The Client will not duplicate, copy, modify, reproduce, repair, develop or re-sell any part of the trading platform.

4.3 If the Client is permitted to modify, store, analyze, display, reformat and print the information made available to him/her through the website(avfxcapital.com) or the trading platform.

However the Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party with or without the Company's express written consent. The Client must not alter, obscure or remove any copyright, trademark or any other notices that are provided in connection with the information.

4.4 This is to ensure that this Agreement does not convey an interest in or to the trading platform but only a right to use it by according to the terms of this Agreement.

Section E: Terms & Conditions of CFD Trading

1. CFD Order of Execution

1.1 However the Company shall not be obliged to arrange for the execution of the Client's orders in respect of any CFD out of normal trading hours which appear on the Company's website (avfxcapital.com).

1.2 Make sure that all orders are can be placed, executed and changed or removed within the trading hours for each CFD appearing on the Company's website (avfxcapital.com), as amended by the Company from time to time and if they are not executed they shall remain effective through the next trading session as per applicable.

More so there are two things need to share in the following:

- a) All open spot positions will be rolled over to the next business day at the close of business in the relevant underlying market and subject to the Company's rights to close the open spot position.
- b) 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.

1.3 It is very clear that 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 unlimited period. However, the Company may delete one or all pending orders if the Client Account equity reaches to zero (0).

1.4 If the Client may change the expiration date of pending orders.

1.5 Remember all the orders are cannot be changed or removed if a trade confirmation is sent or they are executed or being executed or the market is closed. The Client has no right to change or remove sell limit and take profit if the price has reached the level of the order execution.

2. Quotes

2.1 This is to inform in the event that the Company is unable to proceed with an order as 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.

2.2 If the Company will delete error quotes (Spikes) from the server's quotes base.

2.3 If the Company provides any quotes by taking into account the underlying asset price, but it does not mean that these quotes are within any specific percentage of the underlying asset price.

While the relevant underlying market has been closed, the quotes will be 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. However the Client acknowledges that such quotes will be set by the Company at its absolute discretion.

2.4 It is understood that quotes are on the client terminal are indicative quotes and slippage may be occurred.

3. Leverage

3.1 The Company has the following rights:

- a) First, to set the leverage on the Client's trading account at no more than 1:200, three hours before the market closing and before the weekends and holidays, if the trading account's current leverage exceeds 1:200. This change will be affected the transactions to be opened within the aforementioned time period of three hours.
- b) Second, to limit the size of the offered leverage and or to increase the size of margin requirements before macro-economic events and or news capable of significantly affecting the prices of financial instruments.

3.2 However if the Company has the right to change the Client Account leverage may be higher or lower without prior notice according to the conditions described on the official website (avfxcapital.com) of the Company at www.avfxcapital.com

3.3 If the information about leverage changing is in the personal area and if the information on the website is contradicts to information in the personal area, then the priority is information in the Personal Area.

3.4 If an automatic change in leverage pursuant to the rules established by the Company, as well as a changed in leverage made by the Client through his/her personal area will result in a recalculation of the margin requirements for all of the Client's positions.

4. Financing Charges

4.1 First, there are some CFDs are available with the Company may have a daily financing charges.

4.2 Second, the financing charges are for different types of CFDs by appearing in the contract specifications.

5. Swaps and Swap Free Accounts

5.1 If the swap operation is carried out daily at 10:00 pm according to the time of the client terminal, except on Saturday and Sunday.

At 10:00 pm on Wednesday or on Friday by depending on the underlying asset, the triple cost of the swap operation is added to or charged off the Client Account. However the swap operation is not performed on swap free accounts.

5.2 Remember that the swaps are calculated according the contract specification found on the Company's website (avfxcapital.com). The Client may use the trader calculator on the website in order to calculate the cost of swap for a specific trade.

5.3 More so, 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 (avfxcapital.com).

5.4 Make sure there is not all types of Accounts may be swap free accounts. Only those Client Accounts specified on the website (avfxcapital.com) as swap free or may be swap free. However the Company in its discretion may change the types of Client Accounts eligible for swap free status.

5.5 If the Company offers swap free Client Accounts for CFD trading then the Company in its discretion may change the underlying assets available for swap free Client Accounts.

5.6 However, during the account opening process, the Clients from Islamic countries will be considered as eligible for a swap free account. This is determined by according to passport information and or the phone number of the Client on the account opening application form.

5.7 If 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. The Company reserves the right to cancel Swap free status of Client's Account at its discretion.

5.8 All the rules and provisions herein in this entire Agreement apply to swap free Client Accounts save any mentions to swaps.

6. Lots

6.1 In this paragraph, there is only 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 (avfxcapital.com).

Section F: Social Trading

1. Introduction to Social Trading

Our social trading is available in both website as well as mobile application for our valuable clients. In this Section F that is applicable only to those Clients who use our Social Trading service.

2. Investor

2.1 In this paragraph, the details of information in relation to the Investor's trading activities while using the social trading service shall be available on the social trading website as well as mobile application.

2.2 If the investor may start copying a strategy or deposit and transfer funds and or withdraw any available of funds to and from his/her investment account in accordance with the procedures and restrictions available

from time to time on the social trading applications and or website and or any other website maintained by the Company for social trading and subject to the current Agreement.

2.3 If the investor can transfer the funds allocated for following a specific strategy from his/her investment account after he/she will be stops following a strategy.

2.4 If the investor may stop following Strategy at any time during the time the market is open and the relevant open position(s) shall be closed at market price.

2.5 If the investor, by following a strategy of a strategy provider, hereby agrees to the following terms:

- a) It is said that to authorize and instruct the strategy provider to act on his/her behalf in accordance with the specific strategy in connection to the investment account;
- b) It is said that any strategy selected to be followed by the Investor should be followed in the proportion of the funds of the investor in the investment account;
- c) In this line to authorize and instruct the Company to take any necessary action to follow the strategy of the strategy provider selected by the investor;
- d) It is said that to authorize and instruct the Company to transfer the strategy provider's commission from the Investment account to the account allocated by the strategy provider for this purpose at the end of each social trading periods.

2.6 In case of the Company reserves the right at its absolute discretion to close any or all open position(s) of a strategy provider at any time and the investor's account shall be adjusted accordingly.

2.7 If there is social trading system may close any or all open position(s) of an investor by any time.

2.8 In case of the investor acknowledges and understands that he/she should always maintain the required balance reflected in his/her investment account in order to follow the specific strategy selected.

2.9 If the investor acknowledges and agrees that once he/she selects to start the following and copying a specific strategy, all the existing open positions under that particular strategy will automatically be followed and copied by the investor together with any further new trading orders performed by the strategy provider under the specific strategy.

2.10 Ensure that the investor acknowledges and accepts that variations in the pricing may occur from the moment that the investor selects to copy a specific strategy to the actual moment that the investor starts copying such a strategy.

2.11 Ensure that the investor may deposit through the payment systems or payment methods available for the social trading service from time to time.

2.12 If the investor acknowledges and accepts that by following a strategy of a specific strategy provider he or she accepts the commission and leverage set by the respective strategy provider.

2.13 If there is an event of default occurs the Company may, at its absolute discretion, at any time and without prior written notice or take one or more of the following actions in addition to Section A and;

- a) To adjust the investor's trading account balance to remove illicit profit;
- b) To freeze and or terminate and or block the strategy provider's strategy and or deny access to social trading.

2.14 In addition to Section A of the current Agreement, each of the following constitutes an "event of default" for the Investor, here the investor has carried out trading through social trading with the following terms.

- a) that can be characterized as excessive, without legitimate intent, to profit from the market movements;
- b) while relying on price latency or arbitrage opportunities;
- c) which can be considered as market abuse;
- d) during abnormal market or trading conditions.

3. Strategy Provider

3.1 In order to open a strategy the strategy provider should keep an eye on the following steps:

- a) Have to choose a name for the strategy;
- b) Then describe about the strategy;
- c) After that set the commission;
- d) Then choose the leverage of the strategy from the options provided by the Company from time to time;
- e) Choose a currency for the strategy provider's account;
- f) Then set a password for the operation of the strategy provider's account;
- g) Then deposit and maintain in the strategy provider's account the minimum amount set by the Company from time to time;
- h) After that provide any other information required by the Company from time to time.

3.2 Whereas the Company reserves the right to reject and or block the visibility of a proposed and or existing strategy for any reason including and without limitation with the following:

- a) The selected name for a strategy is misleading and or insulting and or contains prejudiced or religious references and or refers to illegal actions, and or does not respect certain decency or ethical standards;
- b) Provided description of the strategy is not in accordance with the provisions of the Agreement and or any other regulation of the Company and or it contains illegal and or immoral references and or that does not make sense and or lacks consistency and or provides misleading information;
- c) In case of the selected picture is connected to a strategy presents a minor (in case of child) and or is inappropriate and or is misleading and or insulting of a race and or any religion and or refers to illegal actions and or does not respect in certain morality standards and or is immoral;

- d) If the strategy provider's account does not have sufficient funds as per the minimum requirements of the specific social trading account type;
- e) It is considered for any other reason as relevant as well as appropriate by the Company.

3.3 In addition to if the Company reserves the right at its absolute discretion to close any or all open position(s) of a strategy provider at any time.

3.4 It is said that the strategy provider understands and accepts that he/she shall not be able to deposit his/her own funds and or withdraw any of his/her own funds in and from his/her strategy provider's account while his/her specific strategy has any open positions.

3.5 In addition to as per mentioned in Section A of the current Agreement each of the following constitutes an "Event of Default" for the strategy provider:

- a) If the strategy provider's strategy is carrying excessive risk for a long period of time;
- b) If the strategy provider's description of the strategy does not match the actual trading conditions;
- c) If the strategy provider has carried out trading:
 - i. That can be characterized as excessive, without legitimate intent, to profit from market improvements;
 - ii. In case of relying on price latency or arbitrage opportunities;
 - iii. That can be considered as market abuse and;
 - iv. During the abnormal market trading conditions.

3.6 If an event of default occurs the Company may, at its absolute discretion, at any time with or without written notice, take any of the following actions in addition to as per Section A:

- a) It is to be freeze and or terminate and or block the strategy provider's strategy and or deny access to social trading and;
- b) In addition to request to make the amendments on the description of the strategy.

3.9 The strategy provider shall receive the strategy provider's commission for the positive returns of investors in USD currency, which is calculated as below:

Calculation of strategy provider's commission:

Strategy Provider's Commission (\$ USD) = Investment Profit x Commission,

Whereas:

- **Investment Profit = Strategy Provider 's Profit x Copying Coefficient**
- **Commission: Percentage determined by the Strategy Provider on the Social Trading Account**
- **Strategy Provider's Profit: The Profit for all Strategy Provider's Orders for the Social Trading Period**
- **Copying Coefficient = Investor's Equity / Strategy Provider Equity**

3.7 Remember the strategy provider's commission is calculated and paid to the strategy provider at the end of the social trading period connected with each strategy.

3.8 If the strategy provider's commission may be resolute by the strategy provider for each strategy but may not exceed 50% of the investor's profit and the strategy provider's commission shall not be changed after the specific strategy is created.

3.10 In case of there is event that an investor stops following a specific strategy of a strategy provider before the end of the social trading period, the strategy provider's commission is calculated at the time of strategy by closing at the current market price.

4. Social Trading Acknowledgement of Risk and Consents

4.1 There is a risk, if the Company does not provide any guarantee as to the performance of any strategy.

4.2 If the Company reserves the right at any time with or without notice to close and or pause and or suspended and or stop of copying any account, and or any strategy and or any order either of the investor or strategy provider.

4.4 In case of any description and or information in relation to a strategy is not considered as confidential and or personal information.

4.5 The strategy provider acknowledges that the Company that may use and or pass and or process of information whether it is in relation to the strategy provider's strategy in the Company's group of companies and or external companies and or consultants.

4.6 In addition to the performance of statistics has represented in relation to the strategy providers and or strategies are historical as well as the Company does not guarantee any profit for the Investor and as per past performance it is not a reliable indicator of future results and the investor is recommended to decide on the selection of a strategy by reviewing of the actual history as well as performance of the strategy.

**This Agreement is applicable between AVFX Capital and it's Client only
(For AVFX Capital)**

----- **End of Client Agreement** -----