



## **TERMS AND CONDITIONS**

### **1. TERMS AND CONDITIONS**

#### **1.1 INTRODUCTION**

These terms and conditions form part of the agreement between FXZENITH an incorporated in Comoros Union registered Company Number 15691 (“we”, “our” or “us”) and you, the client (“you” or “yourself”) These terms govern our dealings with you in relation to our Products.

FXZENITH is incorporated in the Comoros Islands under registration number 15691 and is authorized and regulated as a FOREX Broker by UNION OF COMOROS OFFSHORE FINANCE AUTHORITY under broker license number L15691/FXZ.

You should also carefully read all documents listed below in their entirety before you transact with us, as well as any other documents or terms that we have or will provide to you now or in the future:

- The Application;
- The terms and conditions as set out in this document; and any additional terms and conditions issued by us now or in the future in connection with our dealings with you;
- Our Privacy Policy;
- Our Website; and
- Where applicable, the Cryptocurrency Product Information.

Transactions you enter into pursuant to the terms of this Agreement carry a high level of risk and can result in losses that can exceed your initial deposit. You should ensure that you fully understand such risks before entering into this Agreement or any transaction with us. If you are trading cryptoassets, you should read clause 22 of this Agreement as well as any disclosure information.

By submitting the Application, or by taking any action consistent with your agreement to these terms and conditions, you confirm that you:

- have received, read and understood this Agreement and any other applicable disclosure documents; and
- agree that we will provide our Products and Services to you on the terms and conditions of this Agreement

Contracts that arise out of the Positions we enter into with you under this Agreement are legally binding and enforceable. You must therefore read this Agreement carefully and seek professional advice if necessary. We particularly draw your attention to those terms and conditions which deal with Margin, those that set out our rights to terminate and/or close out a Position and those that relate to the termination of this Agreement and closing of your Account, as you need to clearly understand these important terms and the implications arising from those terms.

## **1.2 ALL TRADES AT YOUR RISK**

Because the risk is high in trading of the Products, only genuine “risk” funds should be used in such trading. If you do not have the extra capital that you can afford to lose, you should not trade in the markets in respect of the Products.

We are under no obligation:

- to satisfy ourselves as to the suitability of any Position for you;
- to monitor or advise you on the status of any of your Positions;
- prevent you from trading beyond your means or ability or to protect you; or
- to close any open Position.

All Positions will, therefore, be made at your own risk and we will not be liable to you to the maximum extent permitted by law in accordance with clause 10. You acknowledge that no representations have been made by us or any individual associated with us regarding future profit or loss in your Account. You understand that trading involves a substantial risk of loss and that many people lose money trading the Products.

To the extent that you trade in the Products offered under this Agreement pursuant to a system, course, program, research or recommendations of an Introducing Broker or another third party, you acknowledge that there is a substantial risk of loss and reliance on the information and resources provided by an Introducing Broker or another third party will not necessarily result in profit or limit loss. We are therefore not liable for any loss you may incur as a result of advice given by Introducing Broker.

### **1.3 OUR TRADING SERVICE**

Our trading service is an online service. You specifically consent to the receipt of documents and information about us and our services, costs and charges and any notices we send via email, our Website, the trading platforms, or other electronic means.

You undertake that in the event that you are unable for any reason whatsoever to open or close a Position because of technical difficulties you may be having with the trading platforms, you will immediately contact our Customer Support team.

#### **User Age Limit Requirement**

##### **A. Age Requirement:**

To use our services, you must be at least 18 years old or the legal age of majority in your jurisdiction, whichever is older. By registering an account or using our services, you confirm that you meet this age requirement. We reserve the right to request proof of age at any time to verify compliance with this requirement.

##### **B. Minors:**

We do not knowingly offer our services to individuals under the legal age of majority. If we discover that a user is under the required age, we will take immediate steps to terminate their account and restrict access to our services.

##### **C. Compliance:**

It is your responsibility to ensure that your use of our services is in accordance with applicable laws in your jurisdiction, including laws regarding age restrictions. You also declare that you are registering on the site of your own free will and not at the recommendation or under the influence of anyone.

## 1.4 DEFINITIONS

In this Agreement capitalized terms and expressions have, unless the context otherwise requires, the meanings given to them as follows:

**ACCOUNT** means the accounts that have been opened by us for the Client;

**ACCOUNT CURRENCY** means the currency selected by you under the Client Agreement and which, in the absence of a selection will be US Dollars;

**AGREEMENT** means the documentation and Website as referred to in clause 1.1, as amended, varied, or replaced from time to time;

**AML REGULATIONS** means any relevant anti-money laundering and counterterrorist financing laws, regulations, rules and instruments;

**APPLICABLE LAWS** means all:

- a) applicable provisions of laws and regulations, including all relevant rules of government agencies, exchanges, trade and clearing associations and self-regulatory organisations, that apply to the parties, this Agreement and the transactions contemplated by this Agreement; and
- b) Comoros Union laws, procedures, standards and codes of practice that apply in relation to the parties, this Agreement and the transactions contemplated by this Agreement;

**APPLICATION** means the application and account opening documentation, including documentation required to be returned for the purposes of complying with Anti-Money Laundering and Counter-Terrorism Financing legislation, completed by you and submitted to us whether electronically or in hard copy;

**AUTHORISATION** means:

- a) an authorisation, consent, declaration, exemption, notarisation or waiver, however it is described; and
- b) in relation to anything that could be prohibited or restricted by law if a government agency acts in any way within a specified period, the expiry of that period without that action being taken;

**AUTHORISED PERSON** means you and/or any person authorised by you to give instructions to us under this Agreement;

**BUSINESS DAY** means any day other than a Saturday, Sunday or public holiday on which banks are open for business and others office.

a) in the case of services relating to an index to which Limited Trading Hours applies, any day on which the exchange on which the relevant security or each constituent security has its primary listing, or the exchange on which the index operates, whichever is applicable, is open for trading, and will exclude any day on which all trading on the relevant exchange is closed or suspended; and

b) in the case of services relating to an index to which Limited Hours Trading does not apply, any day on which any relevant exchange is open for trading;

**CFD or CONTRACTS FOR DIFFERENCE** means a derivative other than an option, future, swap or forward rate agreement, the purpose of which is to give the holder a long or short exposure to fluctuations in the price, level or value of an underlying, irrespective of whether it is traded on a trading venue, and that must be settled in cash or may be settled in cash at the option of one of the parties other than by reason of default or other termination event.

**CLAIM** means, in relation to a person, any claim, allegation, cause of action, proceeding, liability, suit or demand made against a person however it arises and whether it is present or future, fixed or unascertained, actual or contingent;

**CLIENT AGREEMENT** means the Client Agreement for Contracts for Difference issued by us. For specific terms relating to Cryptoassets, see clause 20 at the end of this Client Agreement;

**CLIENT MONEY** means the money Clients have deposited with us that are held by us;

**CLIENT PORTAL** means the electronic gateway accessible over the Internet through our web browser.

**CLOSING DATE** means, in respect of a Position, the date on which the relevant Position is closed out;

**COMMODITY** means oil or gas, or any other commodity acceptable to us;

**CONFIRMATION** means a form of notification, which may be provided by us electronically, including via the internet, requiring access by the Client, confirming entry into a Position;

**CONTRACT** means any transaction entered into between us and you, whether oral or written, including any derivative, option, future, contract for difference or other transaction relating to the financial products issued by us;

**CONTRACT PRICE** means the price we offer you to trade in our financial products from time to time and which is calculated by us according to the Client Agreement;

**CONTRACT QUANTITY** means in relation to a Position, the number of Contract Units making up that Position;

**CONTRACT SIZE** means in relation to a Product, the quantity of the Underlying Instrument included in a Contract Unit;

**CONTRACT UNIT** means a single unit of a Product;

**CONTRACT VALUE** means, in respect of a Product, the Contract price multiplied by the Contract Quantity multiplied by the Contract Size;

**CONTROLLER** in relation to the property of a corporation, means:

- a) a receiver, or receiver and manager of that property; or
- b) anyone else who (whether or not as an agent of the corporation) is in possession, or has control, of that property for the purpose of enforcing a security interest;

**CRYPTOASSET** means a digital currency, virtual or other asset traded on an exchange or spot cryptoasset products which reference such assets quoted on an exchange;

**DISPUTE** means any dispute or difference between the parties arising out of, relating to or in connection with this Agreement or transactions under this Agreement, including any dispute or difference as to the formation, validity, existence or termination of this Agreement;

**EXCHANGE RATE** means the exchange rate we may reasonably offer to you from time to time having regard to the applicable prevailing Interbank Rates and the spread that is available to you from us via the trading platform or on request;

**FREE EQUITY** means your Equity less your Total Margin Requirement. It is referred to as “Free Margin” in the Trading Platform;

**INDEX** means a stock exchange or other index which is, or forms part of or is referenced by, an Underlying Instrument;

**INSOLVENCY EVENT** means any of the following:

- a) you are dying, or ceasing to be of full legal capacity or otherwise becoming incapable of managing your own affairs for any reason;
- b) you become, or you take any step that could result in you becoming, an insolvent under administration;
- c) an administrator is appointed to you;
- d) any of the following occurs:
  - (i) a Controller or analogous person is appointed to you or any of your property;
  - (ii) application is being made to a court for an order to appoint a Controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to you or any of your property; or
  - (iii) appointment of the kind referred to in (ii) is being made (whether or not following a resolution of application);
- e) the holder of a security interest or any agent on its behalf, appoints a Controller or takes possession of any of your property;
- f) you fail to comply with a statutory demand;
- g) an application is being made to a court for an order for your winding up;
- h) an order is being made, or the passing of a resolution for your winding up;
- i) you suspend payment of your debts, cease (or threaten to cease) to carry on all or a material part of your business, stating that you are unable to pay your debts or being or becoming otherwise insolvent; or you are unable to pay your debts or otherwise are insolvent;
- j) you take any step towards entering into a compromise or arrangement with, or assignment for the benefit of, any of your members or creditors; a court or other authority enforces any judgment or order against you for the payment of money or the recovery of any property; or
- k) any analogous event under the laws of any applicable jurisdiction,

unless this takes place as part of a solvent, amalgamation, merger or consolidation that has been approved by us;

**INTERBANK RATE** means the mid Interbank Rate calculated by us with reference to the bid and offer prices for the Underlying Instrument most recently quoted by any one or more third party banks;

**LIMITED TRADING HOURS** means the ability of the client to trade CFDs (where available) as are designated by us from time to time under this Agreement only during such hours as the relevant exchange is open;

**LONG PARTY** means, in relation to a Product, the party that has notionally taken a long position in respect of the relevant Underlying Instrument.

**LOSS** includes any loss, damage, liability or obligation, compensation, fine, penalty, charge, payment, cost or expense (including any legal costs and expenses on a full indemnity basis) however it arises and whether it is present or future, fixed or unascertained, actual or contingent;

**MARGIN** means the amount that you must have in your Account to enter into a CFD or other Position with us.

**MARKET ORDER** means an order placed to open or close a CFD or Cryptoasset at our current price;

**MARGIN REQUIREMENT** is the amount of Margin you are required to have in your Account from time to time in order to enter into a CFD, or to maintain your Position;

**MINIMUM TRADING SIZE** means such minimum Contract quantity or Contract value as we may specify on our Website from time to time for any type of CFD;

**MT5** means the MetaTrader 5 trading platform;

**PDS** means our product disclosure statement, including a supplementary and replacement product disclosure statement;

**PERSONAL INFORMATION** means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- a) whether the information or opinion is true or not; and
- b) whether the information or opinion is recorded in a material form or not.

**POSITION** means the long or short position you have taken in your CFD or other Product with us;

**PRIVACY POLICY** means our privacy policy as set out on our Website, as amended from time to time;

**REPORT** means any daily statement, monthly statement or other report we provide to you;

**SERVICES** means the services provided by us under this Agreement;

**SHORT PARTY** means in relation to a Product, the party that has notionally taken a short Position in respect of the Underlying Instrument.



**TRADING DAY** means in the case of Positions over an Underlying Instrument which is traded on, or references, an Underlying Market, a day on which the Underlying Market is open for trading in the ordinary course (and if there is more than one Underlying Market, a day on which all applicable Underlying Markets are open for trading in the ordinary course);

**UNDERLYING INSTRUMENT** means the underlying asset, security, currency pair, Commodity, futures contract, cryptocurrency, or Index, the reference to which the value of CFD is determined;

**UNDERLYING MARKET** means the underlying market in which the Underlying Instrument is traded;

**VALUATION TIME** means, in respect of a Position:

- a) the time the Position is opened;
- b) the Close of Business on each Trading Day the Position is open (other than the Trading Day the Position is closed); and the time the Position is closed.

**WEBSITE** means the internet address <https://fxzenith.com/> and trading platform.

## **1.5 INTERPRETATION**

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.
  - (i) A reference to:
    - (A) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
    - (B) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
    - (C) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
    - (D) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and

(E) anything (including a right, obligation or concept) includes each part of it.

(ii) A singular word includes the plural, and vice versa.

(iii) A word which suggests one gender includes the other genders.

(iv) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

(b) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

(c) Unless otherwise specified in this Agreement, a reference in this Agreement to a transaction, asset, act or liability of any nature of you includes your transactions, assets, acts or liabilities as trustee of the Trust (if applicable).

(d) If you enter into this Agreement in your capacity as trustee of a Trust, this Agreement will be binding on you personally and in your capacity as trustee of the Trust.

(e) If there is any inconsistency between a Confirmation and this Agreement, the Confirmation will prevail.

## **2. ACCOUNT OPENING**

After we accept your Application, we will open an Account in your name. The Account may be split into different sub-accounts denominated in different currencies or commodities. References in this Agreement to your Account are taken to also reference any sub-accounts where relevant. We may at our absolute discretion refuse to open an Account with you for any reason we consider appropriate. Each Account will have an Account Currency.

### **2.1 ACCOUNT INFORMATION**

(a) You undertake and warrant to us that any information provided to us at any time is true and correct and that you will immediately inform us of any change to that information.

(b) You are required to keep confidential all security information relating to the Account, including, but not limited to, any user name, account number, user ID and password. Once you have established this security information, we have no obligation to verify the authority of anyone using this information to operate your Account. If you are aware or suspect that these items are no longer confidential, you should contact us immediately.

## **2.2 CHARGES AND CREDIT TO YOUR ACCOUNT**

- (a) You agree to pay the interest, charges and fees as specified in this Agreement from time to time and to receive the benefits set out in this Agreement.
- (b) Any charges will be deducted from your Account the day following the day on which the charges were incurred, and benefits will be paid the day on which they are derived. Deductions from your Account will be made any time without notice or recourse provided to you.
- (c) If we discover that we have made an error in respect of any fee calculation, we will rectify that error by giving you written notice within 28 days.
- (d) If a Position or transaction is closed at a loss, that loss will immediately be deducted from your Account and your available trading resources will be adjusted accordingly.
- (e) If a Position or transaction is closed at a profit, that profit will immediately be credited to your Account and your available trading resources will be adjusted accordingly.
- (f) We further reserve the right to close your Account without further notice to you if your Account has a zero balance and has been inactive (no trades) for a period of 24 months or more.

## **2.3 CORRECT DESIGNATION**

It is your responsibility to ensure that money sent to us is correctly designated, including, where applicable, that the money is for Margin and to which of your Accounts the money should be applied.

## **2.4 REPORTING TO YOU**

We will provide Confirmations and Reports to you via the relevant trading platform or by email. Any Confirmation or Report will, in the absence of obvious error, be conclusive unless you notify us in writing to the contrary within two (2) Business Days of the Confirmation or Report being issued. You will access and use the trading platform to confirm all your Positions or transactions with us, to download and view the Confirmations and Reports and to monitor your obligations under this Agreement.

## **2.5 DELIVERY OF CONFIRMATIONS AND STATEMENTS ELECTRONICALLY**

When you execute a transaction with us, a confirmation of the executed trade will appear in the trading platform. Daily and/or monthly statements will also be made available to you through the trading platform following their respective trading periods or via email.

## **2.6 OPERATING YOUR ACCOUNT THROUGH OUR TRADING PLATFORM**

When using the trading platforms your Positions or transactions may be viewed at any point in real-time, as well as all deals, orders, pending orders and available statements. You agree to use the trading platforms to:

- confirm all transactions entered into with us; and
- monitor your obligations to us.

We may make available to you documents, including those which have the effect of amending the Client Agreement, by either:

- sending them to you by email or other electronic means;
- posting them on our Website or trading platforms;
- sending to you an electronic link to the relevant document by email or other electronic means; or
- sending them as otherwise permitted by law.

## **2.10 CHECKING OF CONFIRMATIONS**

It is imperative that you check all the contents of the Confirmations of your trades, and you contact us immediately if you disagree with any of their contents. The Confirmation will, in the absence of manifest error, otherwise be conclusive. The time from which you must contact us begins from the time the Confirmation is posted on the trading platform, although we may also send the document to you electronically via email.

## **2.11 CHECKING OF STATEMENTS**

It is imperative that you check all the contents of the monthly statements in detail and contact us within 3 Business Days if you disagree with any of the content of a report. These documents will, in the absence of manifest error, be conclusive unless you notify us in writing to the contrary within 3 Business Days of receiving them. The 3 Business Days begins from the time

the document is posted on the trading platform, although we may also send the document to you electronically via email. The summary of your financial position will provide you with your Margin Position and indicate to you whether you are approaching your minimum Total Equity balance. It will also indicate the excess funds available, if any, that you may either use to open new CFD Positions or withdraw. It is very important that you remain aware of your daily Equity balance, your Total Margin Requirement for your open Positions, and any Free Equity available.

### **3. TRADING**

You may issue trading instructions by using the trading platforms. If you execute an order on the trading platform, you are deemed to be making an offer to trade at the quoted price. A Product contract and the quoted price offered by you will not be binding until your order has been accepted and confirmed by the trading platform. We reserve the right to decline to enter into any Position proposed by you and are under no obligation to provide you with a reason. We will, however, provide you with prompt notice in accordance with this document in such event. We may, from time to time, require instructions from you in respect of any Position or proposed Position. You must promptly provide us with those instructions through the trading platform. If you do not, we may, in our absolute discretion, take all steps we consider reasonably necessary for our or your protection, which will be at your cost.

#### **3.1 MINIMUM TRADING SIZE**

The size of your Positions must equal to or exceed the Minimum Trading Size.

#### **3.2 CURRENCY**

- (a) All Positions will be entered into in the currency specified for the trade and will be converted into the Account Currency of your Account at the previous day's closing Exchange Rate for the purposes of calculating the components of your account summary.
- (b) All payments made by you to us and by us to you will be converted into the Account Currency of your Account unless otherwise agreed.

### **3.3 ERRORS IN PRICES**

Errors in pricing may occur from time to time. In these circumstances, we may adjust any element of your Position. Our prices reflect those in the Underlying Instrument. Prices can vary quickly and in some circumstances prices that we publish may not be available for large volumes. In addition, errors can occur, and we reserve the right to alter the price or even void the transaction. Our aim in making any adjustment to pricing will be to act fairly to you. We will not seek to take advantage of pricing errors to advantage ourselves. If we consider that a pricing Error has occurred, we may adjust various parameters of your Position, including potentially reversing or closing out Positions, which may mean that your profit is less than would otherwise be the case, or even that you incur a loss. However, such an adjustment will only occur when we are satisfied that a genuine pricing Error has occurred, that is, the price or value of the Position did not accurately reflect the price or value of the relevant Underlying Instrument.

### **3.4 HEDGING DISRUPTION**

In some circumstances, we may be unable, after using all reasonable efforts, to acquire, substitute, maintain, unwind or dispose of any underlying hedge position we consider necessary to hedge or protect our exposure to the market and other risks arising from an open Position. In such circumstances, we may, at our absolute discretion, close that open Position at the Contract Price

## **4. CLOSING POSITIONS**

### **4.1 GENERAL**

- (a) You may provide instructions through the trading platform to close out a Position at any time.
- (b) It is your responsibility to be aware of the last day and time for closing out a particular Position as set out on the Website and available on the trading platform.

### **4.2 ADDITIONAL RIGHTS TO CLOSURE**

We reserve the right to cancel pending orders. We also reserve the right to close Hedged Positions.

## **5. ACKNOWLEDGEMENTS**

### **5.1 YOU ACKNOWLEDGE AND AGREE THAT:**

- (a) independence: we operate independently of any Introducing Broker or other partner who is not an authorized representative or related body corporate of ours, or any other third- party vendors that you may interact with in relation to a Position under this Agreement. You understand that any agreement between us and such third party does not establish a joint venture or partnership and any such third party is not an agent or employee of ours. You also acknowledge that we make no warranty as to a third party's regulatory status, compliance with Applicable Laws or the quality of service they provide to you in relation to any Products entered into under this Agreement;
- (b) spread: We may remunerate an Introducing Broker for introducing you to us and such remuneration may be on a per-trade basis or other basis. Such remuneration to the Introducing Broker may require you to make an additional payment above and beyond the ordinary spread generally provided by us. This payment could take the form of wider spreads, commissions, fees or other charges. We will provide you with information as to the precise nature of such remuneration upon request; and
- (c) acting as principal: In our dealings with you, we will act as a principal counterparty to all of your Positions or transactions. Unless we agree otherwise in writing, you will also deal with us as principal, and not as an agent or representative of another person.

## **6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

### **6.1 YOUR WARRANTIES**

You represent, warrant and undertake to us, at the time of entering into this Agreement and each time you provide instructions through the trading platforms or to us directly:

#### **NATURAL PERSONS**

- (a) status: you are not bankrupt, of unsound mind or incapable of managing your own affairs;
- (b) power: you have full legal capacity and power to enter into this Agreement and to carry out the transactions that it contemplates;
- (c) this Agreement: this Agreement constitutes your legal, valid and binding obligations, enforceable against you in accordance with its terms;
- (d) consents: where applicable, you have obtained all necessary consents and have the authority to enter into this Agreement;

- (e) (e) compliance with laws: you are complying with all laws to which you are subject;
- (f) no litigation: no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending, or to your knowledge after due enquiry, threatened which, if adversely decided, could have a material adverse effect on you;
- (g) solvency: you are able to pay your debts as and when they fall due and are not otherwise insolvent or presumed to be insolvent under any law;
- (h) information accurate: at all times the information provided by you to us in connection with this Agreement, whether in the Application Form or otherwise will be complete, true and accurate and not misleading (including by omission);
- (i) disclosure of relevant information: you have disclosed to us all the information that we require for an assessment by us of the risks that we assume by entering into this Agreement with you;
- (j) no contravention: neither your execution of this Agreement nor your carrying out of the transactions this Agreement contemplates does or will:
  - (i) contravene any law to which you or any of your property is subject or any order of any Government Agency that is binding on you or any of your property;
  - (ii) contravene any Authorisation;
  - (iii) contravene any agreement binding on you or any of your property; or
  - (iv) contravene your constitution or the powers or duties of your directors;
- (k) payment: you will pay any amount due and payable by you under this Agreement when it is due;
- (l) AML: You acknowledge that by entering into this Agreement, we may require further information from you from time to time to comply with our obligations under AML Regulations. By entering into this Agreement, opening an account and transacting with us, you undertake to promptly provide us with all additional information and assistance that we may reasonably require to comply with the AML Regulations.
- (m) AML: You also warrant that:
  - (i) you are not aware and have no reason to suspect that:
    - i. the moneys used to fund your transactions have been or will be derived from or related to any money laundering, terrorism financing or other illegal activities, whether prohibited under Applicable Laws, international law or convention or by agreement; or
    - ii. the proceeds of your investment will be used to finance any illegal activities; and
  - (ii) neither you nor your directors are a politically exposed person or organisation as the term is used in the AML Regulations.



## **6.2 NOTIFICATION OF CHANGES**

You undertake that throughout the term of this Agreement you will promptly notify us of: any change to the details supplied by you in your Application

## **7. DEFAULT**

### **7.1 EVENTS OF DEFAULT**

The following constitute Events of Default, which upon their occurrence give us the right to take action in accordance with clause 7.2:

- (a) an Insolvency Event occurs in relation to you;
- (b) you are an individual and you die or become of unsound mind;
- (c) you are in breach of any representation, warranty or undertaking made under this Agreement or any other material term of this Agreement and/or any information provided to us in connection with this Agreement is or has become untrue or misleading;
- (d) you knowingly take advantage of an incorrect price when dealing with us and a reasonable person in your position would have known the price offered was incorrect or we consider that you have, or have attempted to, manipulate the trading platform or any other system of ours in any way;
- (e) any fees or charges or other payments due to us are not paid in accordance with this Agreement;
- (f) at any time or for any period deemed reasonable by us you are not contactable, or you do not respond to any notice or correspondence from us;
- (g) we reasonably consider it necessary for the protection of our rights under this Agreement;
- (h) we reasonably consider that you may be in breach of or have failed to comply with any Applicable Law;
- (i) any regulatory body or authority asks us to take any or all of the actions permitted following an Event of Default;
- (j) we are so requested by any government body, regulatory body or other authority;
- (k) any Dispute occurs, or litigation is commenced and, in view of the subject matter of or any issues in dispute in relation to that litigation, we reasonably decide that we cannot continue to deal with you while the litigation is pending;
- (l) where we have not received, within ten days of a written request, all information which we have requested in connection with this Agreement;

## **7.2 CONSEQUENCES OF DEFAULT**

If an Event of Default occurs, we may take all or any of the following actions;

- terminate this Agreement;
- close or limit the size of all or any of your open Positions or the number of Positions you have with us;
- refuse orders to establish new Positions;
- cancel existing Positions;
- exercise our rights under this clause 7 and clause 8 below; and
- limit or withdraw the credit on your Account

## **8. SET OFF**

(a) This Agreement and all Positions or transactions under it form part of a singular agreement between us and you.

(b) When an Event of Default occurs, we shall:

- calculate all amounts owing by you to us or us to you, under this Agreement or otherwise (including any costs arising from the Event of Default) to form a single net sum;
- if a relevant amount is denominated in a currency other than the Account Currency, then we shall determine the amount in US Dollars that would be required to purchase the equivalent amount of the other currency on the date of the calculation at a rate as we in, our absolute discretion, shall reasonably determine;
- as soon as reasonably practicable, following our determination of the above amounts, we shall aggregate all such amounts and set-off the total of all amounts due from us to you against the total of all amounts due from you to us, and only the net difference between those amounts (the Net Termination Amount) is payable by the relevant party having a net payment obligation; and
- we will notify you in writing of our calculation of the Net Termination Amount promptly following our determination. The Net Termination Amount shall be payable on the date on which such notice is effective.

(c) The Net Termination Amount shall accrue interest at the rate reasonably determined by us from (and including) the date of the close out (but excluding) the date on which the relevant Net Termination Amount is paid in full.

(d) For the avoidance of doubt, we have a right of set-off across all Accounts and sub-accounts you hold with us on any and all trading platforms.

## **9. DISPUTE RESOLUTION**

### **9.1 PROCEDURE**

If you have a complaint against us, your complaint will be dealt with in accordance with our internal disputes resolution process designed to resolve any complaints or concerns you may have, quickly and fairly. Any complaints or concerns should be directed to the client services team (by telephone, chat or email). We will do our best to resolve the issue at the first point of contact. If we are unable to do so to your satisfaction you may refer the complaint to the Complaints Officer. We will investigate your complaint and provide you with our decision and the reasons on which it is based, in writing. We will seek to resolve your complaint within 21 calendar days. If we are unable to resolve the complaint within 14 calendar days, we will: (a) inform you of the reasons for the delay; (b) provide you with updates on progress of the complaint; and (c) specify a date when a decision can be reasonably expected. You acknowledge that our internal and external dispute resolution procedures do not prevent us from commencing proceedings in any other relevant jurisdiction for the enforcement of any complaint determination.

### **9.2 CONTINUANCE OF PERFORMANCE**

Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this Agreement, unless the parties have agreed otherwise in writing. If you have submitted your complaint to us (or an alternative external dispute resolution service), you are still required to do what you can to mitigate your losses.

## **10. LIABILITY AND INDEMNITY**

### **10.1 EXCLUSION OF LIABILITY**

To the maximum extent permitted by law, we are not liable for:

- (a) any Loss or Claim in respect of an alleged loss of profits, loss of revenue or loss of opportunity;
- (b) any Loss that was not reasonably foreseeable;
- (c) any action we may take under this Agreement, so long as we act within the terms of its provisions;
- (d) any action taken by or on the instruction of a market, clearing house or regulatory body;

- (e) any breach of this Agreement, except in the case of our fraud, negligence or willful default;
- (f) any Error that may occur;
- (g) any Claim in respect of general financial advice provided by us
- (h) any error or inaccuracy in, or unsuitability of, or omission from the Agreement, or any other information provided by us, whether negligent or otherwise;
- (i) any Loss or Claim suffered or incurred by you in respect of the trading platforms including due to the unavailability of a trading platform, or trading platform, system and data errors, delays, inaccuracies, errors or omissions in data provided to you, software or computer viruses or the unauthorized use of the trading platform at any time; and
- (j) any errors, actions or inactions of any Introducing Broker, Associate or any other third party.

## **10.2 TRADING PLATFORMS**

We give no warranty as to the availability, accessibility, description, quality, performance or fitness for purpose for you of the trading platforms or any component of the trading platforms. We reserve the right to remove altogether or reduce the trading platform service at any time for any purpose, without incurring any liability to you, however will provide written notice of our intention to do so.

## **10.3 INDEMNITY**

You agree to indemnify us against, and you must pay on demand, all Losses or Claims (including without limitation loss of profit or business opportunity and loss of or damage to reputation) which may be suffered or incurred or brought against us or in connection with or caused by:

- (a) a breach by you of your obligations under this Agreement or, where relevant, by any of your officers, employees, agents or contractors;
- (b) any willful, unlawful or negligent act or omission by you or, where relevant, any of your officers, employees, agents or contractors
- (c) any Loss suffered by us as a result of any computer viruses, worms, software bombs or similar items introduced by you into the system via the trading platforms or any software provided by us to you in order to enable you to use the trading platforms;
- (d) us entering into any Position with you;
- (e) us taking any action under this Agreement. unless such Loss or Claim is suffered or incurred as a result of our fraud, negligence or willful default.

## **11. AMENDMENT, ASSIGNMENT AND TERMINATION**

### **11.1 AMENDING AGREEMENT**

We may amend or replace this Agreement at any time by giving written notice to you of the changes. By continuing to trade or maintain an account with us, you will be deemed to have accepted and agreed to the amendments. If you do not wish to be bound by the amendments, it is your responsibility to close your account as soon as is practical.

### **11.2 TERMINATION**

Notwithstanding any other termination rights, we have under this Agreement, we may immediately terminate this Agreement at any time by giving you written notice in accordance with this Agreement. You may terminate this Agreement at any time by giving us ten (10) Business Days' written notice in accordance with this Agreement. Your Account will be closed as soon as reasonably practicable after the expiry of the termination notice period, with all open Positions, or orders cancelled, and all your obligations discharged.

### **11.3 RESERVATION OF RIGHTS**

If you provide such notice under clause 11.2, we reserve the right to refuse to allow you to enter into any further Positions or orders which may lead to you holding further open Positions during the termination notice period.

### **11.4 ASSIGNMENT AND DELEGATION**

- (a) You may not assign any of your rights or delegate any of your obligations under this Agreement to any person without our prior written consent.
- (b) You may not create any security interest over any of your rights under this Agreement, including any rights to deposits held by us.
- (c) We may assign, novate or otherwise transfer our rights or delegate any of our obligations under this Agreement to any person, in whole or in part, without your prior consent on giving not less than seven (7) Business Days' notice in accordance with this Agreement.
- (d) If you are in default of any of your obligations under this Agreement, we will be entitled (without prejudice to any other rights we may have) to assign to any person with immediate effect all or any of our rights in respect of moneys owing to us under this Agreement, as well as any security or other remedies available to us in respect of such moneys. You

may be required to acknowledge in writing to us that the assignee has assumed our rights and obligations under this Agreement in relation to the relevant moneys owing by you.

## **12. FORCE MAJEURE**

### **12.1 DEFINITION OF FORCE MAJEURE EVENT**

A Force Majeure Event refers to any occurrence or non-occurrence as a direct or indirect result of which a party is prevented from or delayed in performing any of its obligations (other than a payment obligation) under this Agreement and that is beyond the reasonable control of that party, including forces of nature, industrial action and action or inaction by a government agency.

A Force Majeure Event includes:

- (a) us, in our opinion, becoming unable to maintain an orderly market in respect of a Product for one or more of the Underlying Instruments as a result of the occurrence of any act, omission or event (including a strike, riot, civil unrest or failure of power supply, communications or other infrastructure);
- (b) the suspension, closure, liquidation or abandonment of any relevant market or Underlying Instruments;
- (c) the imposition of limits or special or unusual terms in the relevant markets or Underlying Instruments;
- (d) the excessive movement, volatility or loss of liquidity in the relevant markets or Underlying Instruments; or
- (e) where we reasonably anticipate that any of the circumstances listed above are about to occur.

### **12.2 NOTICE AND SUSPENSION OF OBLIGATIONS**

If a party to this Agreement is affected, or likely to be affected, by a Force Majeure Event:

- (a) that party must immediately give the other prompt notice of that fact including:
  - (i) full particulars of the Force Majeure Event;
  - (ii) an estimate of its likely duration;
  - (iii) the obligations affected by it and the extent of its effect on those obligations; and
  - (iv) the steps taken to rectify it; and

(b) the obligations under this Agreement of the party giving the notice are suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues.

### **12.3 REASONABLE ENDEAVOURS**

A party claiming a Force Majeure Event must use reasonable endeavors to remove, overcome or minimize the effects of that Force Majeure Event as quickly as possible. This does not require a party to settle any industrial dispute in any way that it considers inappropriate. If the party comes to the view that the Force Majeure Event is not amenable to such actions, it must notify the other party as soon as possible.

### **12.4 TERMINATION DUE TO FORCE MAJEURE EVENT**

- (a) If a Force Majeure Event continues for more than seven (7) Business Days, either party may terminate this Agreement immediately by giving written notice to the other party in accordance with this document; and
- (b) In the event of termination under paragraph (a), neither party is liable to the other except to the extent of rights or obligations which accrued before the termination.

### **12.5 ADDITIONAL ACTIONS**

Notwithstanding clauses 12.2 and 12.3 above, if we reasonably determine that a Force Majeure Event exists then we may (without prejudice to any other rights under this Agreement and at our sole discretion) take any one or more of the following actions:

- (a) alter normal trading times;
- (b) alter the Margin Requirement;
- (c) amend or vary this Agreement and any transaction contemplated by this Agreement, including any Position, insofar as it is impractical or impossible for us to comply with our obligations to you;
- (d) close any or all existing Positions, cancel instructions and orders as we deem to be appropriate in the circumstances; or
- (e) take or omit to take all such other actions as we deem to be reasonably appropriate in the circumstances having regard to the Positions of us, you and other clients.

To the extent practicable, we will take reasonable steps to notify you, in accordance with this Agreement, of any action that we propose to take under this clause 12.5. If it is not practicable to give you prior notice, we will notify you promptly after taking any such action.

## **12.6 LIABILITY**

If we reasonably determine in our absolute discretion that a Force Majeure Event exists, we will not be liable to you for any failure, hindrance, or delay in performing our obligations under this Agreement or for taking or omitting to take any action in accordance with clauses 12.2 or 12.3 of this Agreement.

## **13. TRADING PLATFORM**

### **13.1 USE OF INFORMATION, DATA AND SOFTWARE**

- (a) If you receive any data, information or software via the trading platform other than that which you are entitled to receive pursuant to this Agreement, you will immediately notify us and will not use, in any way whatsoever, such data, information or software.
- (b) You will promptly take all reasonable steps to delete such data, information or software from your systems if we request you to do so.

### **13.2 MAINTAINING STANDARDS**

When using the trading platforms, you must:

- (a) ensure that your systems are maintained in good order and is suitable for use with the trading platforms;
- (b) carry out virus checks on a regular basis;
- (c) not at any time leave the terminal or mobile device from which you have accessed the trading platform or let anyone else use the terminal or mobile device until you have logged off the trading platform;
- (d) run such tests and provide such information to us as we reasonably consider necessary to establish that the system satisfies the requirements notified by us to you from time to time; and
- (e) inform us immediately of any system defect, or any unauthorised access to the trading platform or any unauthorised transaction or instruction which you know of or suspect and, if within your control, cause such unauthorised use to cease and cease all use of such trading platform until you have received permission from us to continue.



### **13.3 SYSTEM DEFECTS**

In the event, you become aware of a defect, malfunction or virus in your systems or in the trading platform, you will immediately notify us of such defect, malfunction or virus and cease all use of such trading platform until you have received permission from us to resume use.

### **13.4 INTELLECTUAL PROPERTY**

All rights in patents, copyrights, design rights, trade-marks and any other intellectual property rights (whether registered or unregistered) relating to the trading platforms remain vested in us or our licensors. You will not copy, interfere with, tamper with, alter, amend or modify the trading platforms or any part or parts thereof unless expressly permitted by us in writing, reverse compile or disassemble the trading platforms, nor purport to do any of the same or permit any of the same to be done, except in so far as such acts are expressly permitted by law. Any copies of the trading platforms made in accordance with law are subject to the terms and conditions of this Agreement. You must ensure that all the licensors trademarks and copyright and restricted rights notices are reproduced on these copies. If you are using the trading platform, you must maintain an up-to-date written record of the number of copies of the trading platform made by you. If we so request, you must as soon as reasonably practicable, provide to us a statement of the number and whereabouts of copies of the trading platforms.

### **13.5 IMMEDIATE SUSPENSION OR PERMANENT WITHDRAWAL**

We have the right, unilaterally and with immediate effect, to suspend or withdraw permanently your ability to use the trading platforms, or any part thereof, without notice, where we consider it necessary or advisable to do so. In addition, your use of the trading platforms will be terminated automatically, upon the termination (for whatever reason) of (i) any licence granted to us that relates to the trading platform; or (ii) this Agreement.

### **13.6 EFFECTS OF TERMINATION**

If either party terminates your use of the trading platform for any reason, upon request by us, you must, at our option, return to us or destroy all hardware, software and documentation that we have provided you in connection with the trading platform and any copies thereof.

## **14. PRIVACY AND DISCLOSURE**

The information you provide to us upon application and in connection with your transactions will primarily be used for the processing of your application and for complying with certain laws and regulations. We collect, maintain, use and disclose Personal Information in the manner described in our Privacy Policy. Our Privacy Policy is available on our Website or by calling our client services team.

## **15. CONFIDENTIALITY**

Each party agrees not to disclose information provided by any other party that is not publicly available (including the existence or contents of the Agreements) except:

- (a) with the consent of the party who provided the information (such consent not to be unreasonably withheld);
- (b) if allowed, compelled or required by law, the Agreements, our Privacy Policy or required by any market exchange;
- (c) in connection with any legal proceedings relating to the Agreements; or
- (d) to any person in connection with an exercise of rights or when dealing with rights or obligations under the Agreements (including in connection with preparatory steps such as in relation to assignments).

This clause does not apply in relation to Personal Information (as defined and as set out in clause 14 above).

## **16. SURVIVAL TERMS**

Clauses 1, 6, 8, 9, 10, 11.3, 15, 16, 17 and 18 survive any termination or expiry of this Agreement.

## **17. NOTICES**

### **17.1 NOTICES MUST BE IN WRITING**

Subject to clause 17.2, any notice or other communication given or made under or in connection with the matters contemplated by this Agreement will, except where oral communication is expressly provided for, be in writing and will be sent to the address below:

- (a) Us: The “Contact Us” page of our Website provides our business addresses for the purposes of written notifications or alternatively email support@fxzenith.com.
- (b) You: The address and electronic mail address provided by you in your Application.

## **17.2 PROVISION OF NOTICE**

A notice in writing can be provided by email or, to the extent permitted by Applicable Laws, via the Website including the trading platforms.

## **17.3 WHEN NOTICES ARE RECEIVED**

Any such notice will be deemed to have been received:

- (a) if sent by mail, when it would be delivered in the ordinary course of post, but in any event (i) not later than seven (7) Business Days after posting.
- (b) if sent by electronic transmission, when received by the recipient in readable form: (i) by 5.00 pm (local time in the place of receipt) on a Business Day – on that day; or (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day; and
- (c) if it is given in any other manner permitted by law, when actually received by that person, unless a later time of receipt is specified in it.

## **17.4 CHANGE OF NOTICE DETAILS**

You may alter the address (including electronic mail address) to which Confirmations, Reports, notices and other communications are issued, by written notice to us. Such change, however, will not be actioned until approved by us. You agree and acknowledge that you are solely responsible for ensuring that we have your current address, telephone number, and electronic mail address.

## **18. GOVERNING LAW AND JURISDICTION**

### **18.1 LAW**

This Agreement, and each Position or transaction between us and you will be governed by and construed in accordance with the laws of Comoros Union.

## **18.2 JURISDICTION**

Both parties submit irrevocably, for our benefit only, to the exclusive jurisdiction of the laws of Comoros Union. Both parties waive any objection they may have to proceedings being brought in such courts, waive any claim that such proceedings have been brought in an inconvenient forum and further waive the right to object, with respect to such proceedings, that such courts do not have any jurisdiction over such party. For the avoidance of doubt, this clause will not prevent us from commencing proceedings in any other relevant jurisdiction.

## **19. MISCELLANEOUS**

### **19.1 CONSENT TO RECORDING OF TELEPHONE CONVERSATIONS**

You consent to the electronic recording of your telephone discussions with us, emails logs, and chat records, and the use of recordings or transcripts from such recordings for any purpose.

### **19.2 OUR ACTIONS TO COMPLY WITH THE LAW**

Despite any other provision of this Agreement, in providing the Services in this Agreement, we will be entitled to take any action as we consider necessary in our absolute discretion to ensure compliance with all Applicable Laws.

### **19.3 OPERATION OF THIS AGREEMENT**

- (a) Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.
- (b) If there is any inconsistency between the English version of this Agreement and any translation of this Agreement, the English version will prevail to the extent of any inconsistency.

### **19.4 RIGHTS AND REMEDIES**

The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

## **20. CRYPTOASSETS**

### **20.1 CRYPTOASSET TERMS**

The terms contained in this clause 20 of the Agreement also apply to you when trading Cryptoassets with us in addition to the rest of the terms in this Agreement. Important additional information may be found in the Cryptoasset Product Information disclosed on the Website. In relation to a Cryptoasset transaction, if there is any conflict between the terms of this clause 20 and the terms of the balance of this Agreement, this clause 20 will prevail.

### **20.2 NO GUARANTEES**

- a) Cryptoassets are highly volatile virtual products and come with a high risk of losing money quickly. Prices can and do fluctuate significantly and your Cryptoassets can significantly increase or decrease in value at any given moment.
- b) We endeavour to execute all trades on exchange via the spot market (as soon as we are able) however, if we are unable to find an exchange to complete a transaction, this may delay or prevent it. Alternatively, we may in our absolute discretion, execute via the derivatives market. If we do this, our disclosure documents relating to CFDs will be relevant.
- c) We do not guarantee exchange rates. Exchange rates are provided by third party exchanges and it may be that your instruction is filled on exchange at a different price displayed on the platform especially during times of high volatility, volume or illiquidity in the marketplace. This may mean that you receive more or less of your chosen Cryptoasset than expected when buying, or more or less currency than expected when selling.
- d) We may, in our absolute discretion, limit the amount of cryptoassets you can buy. We will endeavour to advise of any limit before we accept your instruction.

### **20.3 REFUSING YOUR INSTRUCTION**

We may, in our absolute discretion, refuse your instruction to buy or sell forex service. If we do, we will not be responsible for any losses you suffer as a result. We may refuse your instruction if:

- a) you do not have the equity in your Account to make the instruction;
- b) our partnered exchanges are not available (for example, in the case of a disrupted service);

- c) we have reason to suspect that your instruction was for illegal purposes;
- d) we have reason to suspect that your instruction could affect our reputation or good will; or
- e) in our absolute discretion, we have what we consider to be sufficient reason to do so.

## **20.4 LIMITATION OF LIABILITY**

Further to clause 10.2, we will do everything reasonably possible to ensure our forex services are not interrupted and are secure and accessible for trading however we cannot guarantee this will always be the case. Sometimes we will suspend the use of our forex service for maintenance or technical upgrades, to add new features or improve security. We will endeavour to provide reasonable notice before we do this although this may not always be possible. There may be situations beyond our control where we are unable to provide the service to you, this includes situations with our third-party partner exchanges or trading platform providers which could impact our ability to fulfil our obligations to you.

We will not be responsible for Losses:

- a) that arise due to any delay or change in market conditions before we execute an order or before a transaction settles;
- b) if our forex trading service is not available;
- c) resulting from a network failure of a forex cryptographic protocol. Cryptographic protocols provide secure connections, enabling two parties to communicate with privacy and data integrity;
- d) caused by a service provider, custodian, or any third party;
- e) that occur due to unforeseen or unusual events outside of our control; and
- f) that arise if we cannot fulfil our obligations due to legal or regulatory requirements, or a Force Majeure Event.

We also do not guarantee that the service will be always available. We will endeavour to advise of any maintenance window however may not always be aware of third-party activities which may impact our service and your ability to fund or trade.

## **21. FX AND CFD TRADING**

### **21.1 SCOPE**

This term is applicable only to those Clients trading in the Financial Instruments of Contracts for Differences for all types of Underlying Assets available with the Company from time to time such as Currency Pairs (for FX Contracts), Equity Indices, base or precious Metals, Forwards, Commodities, Stocks, Shares Indices and Futures. Although the term FX / FX Contract is a type of a Contract for Difference, it is mentioned separately to mean the type of CFD where the Underlying Asset is a Currency Pair.

### **21.2 OPENING AND CLOSING ORDERS**

In order to open a Transaction in an FX and CFD on the Trading Platform, you must either open a Buy or a Sell, at the price quoted by the Trading Platform at the time of such Transaction. In order to close a Transaction, you must either offer to sell (in the case of a Buy), or purchase (in the case of a Sell), the Underlying Asset covered by such open Transaction, at the price quoted by the Trading Platform at the time of such closing offer. Transactions or open positions cannot be transferred to other FX and CFD providers or their platforms. The Trading Platform will provide a Buy quote and a Sell quote for each Underlying Asset traded on the Trading Platform. You acknowledge that upon opening a Buy or closing a Sell, you may only do so at the price quoted by the Trading Platform to purchase such Underlying Asset. You further acknowledge that upon opening a Sell or closing a Buy, you may only do so at the price quoted by the Trading Platform for such Underlying Asset. On the Trading Platform, you shall be entitled to make an offer to open a Transaction at the best available rate on the Trading Platform ("Market Order") at the time of opening such a Transaction, unless you specify a particular price in which to make an offer to open a Transaction ("Limit Order"). With respect to a Market Order, the price at which a Transaction is completed may not always be at the exact rate displayed when the order is submitted. You agree that your offer to open a Market Order may be accepted at a lower price or higher price than the price indicated by you in your Market Order, within a certain range as specified on the Trading Platform from time to time. If you choose to open a Market Order, your offer will be accepted at the best possible rate offered on the Trading Platform. With respect to a Limit Order, the price at which a Transaction is completed may not always be at the exact rate displayed when the order is submitted. You agree that your offer to open a Limit Order may be accepted at a lower price if a buy, or higher price if a sell, than the price indicated by you in your Limit Order as specified on the Trading Platform from time to time. If you offer to open a Limit Order, your offer may be accepted at the

price indicated by you in your offer. At any time prior to acceptance of a Limit Order, you may cancel the Limit Order without any further liability. If you choose to open a Limit Order, your offer will be accepted at the best possible rate offered on the Trading Platform. Orders can be placed and (if allowed) changed within the Trading Hours for each type of FX and CFD appearing on the Company's Website, as amended from the Company from time to time. The Client agrees that the Orders to open a position if accepted by the Company outside the Trading Hours may not be capable of execution should the market not trade at the price stipulated once Trading Hours commence. Pending Orders, not executed, shall remain effective through the next trading session (as applicable). All open spot positions will be rolled over to the next Business Day at the close of business in the relevant Underlying Market, subject to the Company's rights to close the open spot position. Any open forward positions will be rolled over at the expiry of the relevant period into the next relevant period subject to the Company's rights to close the open forward position. Market Orders not executed because there is not enough volume to fill them, will not remain effective and will be cancelled. Orders shall be valid in accordance with the type and time of the given Order, as specified by the Client. If the time of validity of the Order is not specified, it shall be valid for an indefinite period. However, the Company may delete one or all Pending Orders if the Trading Account Equity reaches zero. Orders may be removed by the Client before they are executed. Stop loss and Take Profit orders may be changed as long as they are higher in distance than a specific level (depending on the trading symbol). The Client may change the expiration date of Pending Orders or delete or modify a Pending Order before it is executed. In order to change the expiry, the Client will need to cancel the Order and place a new one. FX and CFD Orders on currencies are executed as follows: a. Take Profit (T/P) orders are executed at stated prices; b. Stop Loss (S/L) orders are executed at first market prices; c. Stop Loss (S/L) orders set for lock positions are executed at first market prices; d. Limit orders are executed at stated prices; e. Buy Stop and Sell Stop orders for position opening are executed at first market prices. It is understood that Quotes on the Client Terminal are indicative Quotes and Slippage may occur. To this end the Client acknowledges and agrees that:

- due to market volatility and factors beyond its control, the Company cannot guarantee that an Order (including Stop Loss and Take Profit Orders) will be executed at the level specified in the Client Order. For example, an Order may be closed at a worse price than as originally specified by the Client in such an Order (i.e. Negative Slippage). In such an event, the Company will close the Transaction at the next best price.
- where the price for an Underlying Asset moves to the Client's advantage (i.e. Positive Slippage), the Company can pass such price improvement on to the Client.



In the event that the Company is unable to proceed with an Order, with regard to price or size or other reason, the Company will send a re-quote to the Client (with the price it is willing to deal until the price the Client asks is available). The Order will be rejected and the Client will need to place another Order. 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.

The Company will delete Error Quotes (Spikes) from the Server's Quotes Base.

### **21.3 STOP AND LIMITS**

We may, in our sole discretion, allow you to specify a closing price for a Transaction through a Stop Loss and Take Profit Order, subject always to the terms of the Client Agreements and any other terms and conditions we may implement from time to time. Upon your offer and our acceptance of your Order, you hereby authorize us to close the Transaction at the "Stop Loss" price or "Take Profit" price, as applicable, and as agreed in the Order, without further instruction from or notification to you. We may, in our sole discretion, close the Transaction when the price quoted by us on the Trading Platform equals or exceeds the price accepted by us for such an Order. We may, in our sole discretion, allow you to request the opening or closing of a Transaction, including a "Stop Loss" and "Take Profit" Order, within a specific time period determined by you. If we have accepted such a request, we may in our sole discretion, close the Transaction within such specific time period. You acknowledge and agree that we shall not be obliged to close such a Transaction outside such specific time period or which does not otherwise comply with any other limitations agreed upon with respect to such Transaction. We may, in our sole discretion, accept an offer to place a Trailing Stop in relation to a Stop Loss Order. You acknowledge that the original price level set forth in a Stop Loss Order may be amended as the market on the Trading Platform moves in your favor. Whilst your Trailing Stop is still in effect, you agree that each change in the market by at least a Pips on the Trading Platform in your favor shall constitute a new offer by you to raise the level of your Trailing Stop by one hundredth of one percentage point. Changes in a Pip will be rounded to the nearest absolute value in your base currency based on your country of origin, as shall be specified on the Trading Platform.

You acknowledge and agree that due to market volatility and factors beyond our control, we cannot guarantee that an Order will be executed at the level specified in your Order, for example, an Order may be closed at a worse price than as originally specified by you in such an Order. In such an event,

we will close the Transaction at the next best price. For example, with respect to a Stop Loss Order, in the case of a Buy, the price of an Underlying Asset underlying such Order may suddenly decrease below the Stop Loss price, without ever reaching such price. In the case of a Sell, the price of an Underlying Asset underlying such Order may suddenly increase above the Stop Loss price, without ever reaching such price. With respect to a Take Profit where the price for an Underlying Asset moves to your advantage (for example, if the price goes down as you buy or the price goes up as you sell), you agree that we can (but do not have to) pass such price improvement on to you. For example, in the case of a Buy, the price of an Underlying Asset underlying such Order may suddenly increase above the Take Profit price, without ever reaching such price. In the case of a Sell, the price of an Underlying Asset underlying such Order may suddenly decrease below the Take Profit price, without ever reaching such price. The Client agrees that placing a Stop Loss Order will not necessarily limit losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price and the Company bears no responsibility whatsoever. The Client agrees that trading operations using additional functions of the Client Trading Terminal such as Trailing Stop and/or robot are executed completely under the Client's responsibility, as they depend directly on his trading terminal and the Company bears no responsibility whatsoever.

## **21.4 PREMIUM OR SWAPS**

Any open Transaction held by you at the end of the trading day of the Underlying Market or over the weekend when the relevant Underlying Market is closed, shall automatically be rolled over to the next business day to avoid an automatic close. You acknowledge that when rolling such Transactions to the next Business Day, a Premium/Swap will be either added or subtracted from your Account with respect to such Transaction ("Rolling"). The Premium amount is a constant percentage of the position value and is based on a number of factors including among others, whether the Transaction is a Buy or a Sell, interest rates, Underlying Asset differentials, daily price fluctuations and other economic and market related factors. The Premium/Swap for each Underlying Asset is displayed in the "details" link for each specific Underlying Asset on the Trading Platform. In deciding whether to open a Transaction for a specific Underlying Asset, you acknowledge that you are aware of the Premium. You hereby authorize us to add or subtract the Premium/Swap to or from your Trading Account for any open Transactions that have accrued a Premium/Swap, in accordance with the applicable rate thereto, each day at the time of collection specified on the Trading Platform for each individual Underlying Asset, as applicable.

## **21.5 EXPIRY TRANSACTIONS**

We may, in our sole and absolute discretion, set an Expiry Date and time for a specific Instrument. In the event we set an Expiry Date for a specific Underlying Asset, it will be displayed on the Trading Platform in the details link for each Underlying Asset. It is your responsibility to make yourself aware of the Expiry Date and time. If you do not close an open Transaction with respect to an Underlying Asset which has an Expiry Date, prior to such Expiry Date, the Transaction shall automatically close upon the Expiry Date. The Transaction shall close at a price which will be the last price quoted on the Trading Platform immediately prior to the applicable Expiry Date and time.

## **21.6 SPREADS**

All FX and CFDs available with the Company have spreads which appear on the Trading Platform and/or the Website.

## **21.7 LEVERAGES**

The Company offers to its Retail Clients, by default, leverage of 1:500 to the Major Currencies and the maximum allowable leverage levels for the rest of the instruments offered, as those are set by the applicable regulations or any other level as those may be amended from time to time and are made available to you on the Company's trading platform and website. Professional Clients and Eligible Counterparties are eligible for higher leverage upon their request. For more information on the leverage offered in all instruments offered by the Company please refer to our website. Using leverage increases the loss potentials. For example, for a trading position with leverage 1:30, a favorable/adverse market movement of 0.5% will result in a 15% increase or loss respectively. Higher leverage entails higher risks of loss. For example, for a trading position with leverage 1:50, an adverse market movement of 0.5% will result in a 25% loss while for the same trading position using leverage 1:100 the same adverse market movement of 0.5% will result in a 50% loss. The Company has the right to change the Trading Account leverage (higher or lower) without prior notice according to the conditions described on the Website of the Company at <https://fxzenith.com/>

An automatic change in Leverage pursuant to the rules established by the Company, as well as a change 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.

The Company has the right:

- (a) To dynamically lower the leverage level on the Client trading accounts if the Company has ascertained that doing so will mitigate risks arising from extreme market movements due to significant events or announcements. This change will affect open transactions as well as the transactions to be opened after the announcement of lowering of the leverage level, which will be notified by the Company in a durable medium such as email and/or website.
- (b) To limit the level of the offered leverage and/ or to increase the size of Margin requirements before macroeconomic events and/or news capable of significantly affecting the prices of financial instruments.
- (c) To limit the level of the offered leverage and/ or to increase the size of Margin requirements in order to comply with any necessary regulatory requirements that fall within the Company's jurisdiction or within the jurisdiction of the Client. The information about leverage changing is in the Personal Area. If the information on the Website contradicts to information in the Personal Area, the priority is information in the Personal Area. The account leverage cannot be changed to a higher level than the maximum levels prescribed per product type by current regulations.

## **22. DEPOSITS AND WITHDRAWALS**

The Client may deposit funds into the Trading Account at any time during the course of this Agreement. Deposits will be made via wire transfer or any other the methods accepted by the Company from time to time. The Company will not accept third party or anonymous payments in the Trading Account. Deposits for Margin and any other deposits due will, unless otherwise agreed or specified by us, be required in the Currency of the Trading Account, based on your country of origin as specified in your address and as shall be specified on the Trading Platform. We shall not, and you shall not request us to, convert any monies standing to your credit or which have been paid by you into your Trading Account in one currency to another currency. The detailed information about deposit options is shown on the Website. The Company shall have the right to request the Client at any time any documentation to confirm the source of funds deposited into the Trading Account. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds. If the Client makes a deposit, the Company shall credit the relevant Trading Account with the relevant amount actually received by the Company within one (1) Business Day following the amount is cleared in the bank account of the Company. If the funds sent by the Client are not deposited in the Trading Account when they were supposed to, the Client shall notify the

Company and request from the Company to make a banking investigation of the transfer. The Client agrees that any charges of the investigation may be deducted from his Trading 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. The Company shall effect withdrawals of Client funds upon the Company receiving a relevant request from the Client in the method accepted by the Company from time to time. Upon the Company receiving an instruction from the Client to withdraw funds from the Trading Account, the Company shall process the withdrawal request on the same day that the request was made, or the next working day if the client's request is received outside of normal trading hours, if the following requirements are met:

- the withdrawal instruction includes all necessary information in the Personal Area;
- the instruction is to make a transfer to the originating account (whether that is a bank account, a payment system account etc.) from which the money was originally deposited in the Trading Account or at the Client's request to a bank account belonging to the Client;
- the account where the transfer is to be made belongs to the Client;
- at the moment of payment, the Client's Balance 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;
- the Client and must be fully verified according to Verification guidelines set forth on the Website.

In case any of the above-mentioned conditions have not been met, the Company shall at its sole discretion take any necessary actions to ensure that (i) the identity of the Client is appropriately verified, (ii) the transfer is effected to the account that belongs to the Client, (iii) the Client has sufficient funds in his Client Account in order to maintain all Open Positions.

It is agreed and understood that withdrawals will only be effected towards the Client. The Company will not to make withdrawals to any other third party or anonymous account. The funds will be returned in the same method and to the same account from which they originated. The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method. All payment and transfer charges of third parties will be borne by the Client and the Company shall debit the relevant Trading Account for these charges. Withdrawal fees may apply from time to time depending on the Client or type of Trading Account. The applicable fees may be found on the Company's Website. Mistakes made by the Company during transfer of funds shall be refunded to the Client. It is understood that

should the Client provide wrong instructions for a transfer, the Company may be unable to correct the mistake and the Client may have to bear the loss. We reserve the right to seek reimbursement from you, if we receive a charge-back from any credit card issuer or with respect to any other payment method, for any reason. We may obtain such reimbursement by charging your Trading Account, deducting amounts from future payments owed to you, charging your credit card or obtaining reimbursement from you by any other lawful means. All bank charges howsoever arising will be deducted from your Trading Account.

## **23. REFUND POLICY**

### **23.1 No Refunds:**

Due to the nature of financial services provided, all transactions made through our platform are final, and no refunds will be issued. This includes, but is not limited to, deposits, withdrawals, and trading activities.

### **23.2 Exceptional Circumstances:**

In exceptional cases, we may consider a refund at our sole discretion. Such cases will be reviewed on an individual basis, and the decision will be final. If you believe you are eligible for a refund under exceptional circumstances, please contact our customer support team within 1 days of the transaction.

### **23.3 Chargebacks:**

Initiating a chargeback without prior communication with us may result in the immediate suspension of your account and legal action. If you have any issues with a transaction, please contact our customer support team to resolve the matter.

### **23.4 Disputed Transactions:**

If you believe there has been an error in a transaction, you must notify us within 3 days from the transaction date. We will investigate the matter and, if necessary, take appropriate action, which may include issuing a refund.

## **24. ANTI-MONEY LAUNDERING PROVISIONS**

According to AML Law, the Company is entitled to request from the Client to provide immediately any additional information concerning the circumstances and the context of a particular Transaction. The Company shall have the right to refuse orders or instructions received from the Client as long as the Client has not supplied the information requested by the Company. The Company has the right to terminate the Agreement with the

Client immediately and to prohibit the Client from withdrawing any of its assets if the explanations provided are deemed inadequate.

## **25. COMPANY CONTACT DETAILS**

Clients shall communicate with the Company with the communication methods described within this Agreement and/or at the following address:  
Customer Service Email: [support@fxzenith.com](mailto:support@fxzenith.com)

### **Company Operation Address**

Our company operates from the following address:

31, Rakos street, Pecel, 2119, Pest, HU

### **Company Registered Address:**

Our company is registered at the following address:

Hamchako, Matsamudu, Autonomous Island of Anjouan, Union of Comoros.