



FXLINK

Explore The Link Your Markets

| **Terms and Conditions**



1. GENERAL INFORMATION

Any person or organization accessing or attempting to access the online or Electronic trading services of FXLINK CO.,LTD. or any affiliate of FXLINK CO.,LTD., (referred to herein as “FXLINK Corporation”) must first agree to the terms of this agreement. Such services

shall include all statement reviews, new account origination, internet trading and Electronic order entry and reports, market trading general information, including quotes, charts, news, and systems information, all clearing and back-office functions and services, all provided by FXLINK Corporation to user (“software”), the FXLINK Corporation web site, as well as any other services that may be added from time to time (“collectively referred to herein as “the systems”). This agreement shall apply to any person or organization who accesses or attempts to access the systems, as well as any person or organization who benefits from such use, including but not limited to, users who benefit from the use of the systems by brokers acting on their behalf (“user”).

All limitations of liability and disclaimers contained herein shall apply to the systems regardless of whether or not the systems or any part thereof, was developed or is serviced or supported by FXLINK Corporation. Use of the systems or user’s signed acknowledgment indicates user’s unqualified acceptance of all of the terms of this agreement. If the user finds this agreement unacceptable, it shall not use the systems. FXLINK Corporation is willing to provide the systems to the user only if the user agrees to be bound by the following terms.

1.1 Agreement

These (the FXLINK Corporation Terms and Conditions) are entered into by and between FXLINK Corporation and you as the user or customer or client (hereinafter the “Client”). These Terms together with the Application Form are the basis of our relationship and are to be read in conjunction with all other policies and legal documents provided directly and/or published on the website.

Any additional terms and conditions issued by FXLINK Corporation and expressly stated to be an integral part of these (as available on the Website and whether or not referred to herein) describe the terms and conditions applicable to the contractual relationship between FXLINK Corporation and the Client (the “Agreement”). FXLINK Corporation reserves the right to change any such terms without formally or expressly updating the Client. The Clients agree and acknowledge it is their responsibility to continually familiarise themselves with such terms at any given time.

1.2 FXLINK Corporation website address is:

<https://www.Fxlcorp.com> (the “Website”).

1.3 Risk Warning

Before entering into this Agreement, the Client should carefully read and consider the Risk Disclosure, which is available on the Website. The Risk Disclosure sets forth the particular risks of investing in foreign exchange and contracts for differences (CFDs). FXLINK Corporation will consider the request to open an account by the Client and its acceptance of this request, as unequivocal evidence that the Client has read and is prepared to accept the risks set out in the Risk Disclosure which is helpful but does not describe all of the risks related to trading in contracts for differences. It is the Client’s responsibility to make sure it is fully aware of all these risks and to take appropriate advice, if necessary, before entering into this Agreement.



1.4 Conflict of Interest Policy

The Client should be aware that, when providing investment services to the Client under this Agreement, FXLINK Corporation will have interests (including interests deriving from duties we owe other clients or parties) in conflict with the Client's interests, and some conflicts could not be effectively avoided or mitigated without altering the discretionary nature of the prices quoted by us. Indeed, by trading in contracts for differences, the Client will make gains or incur losses as a result of a difference in prices (or exchange rates, as applicable) at which trading positions are respectively opened or closed. For more comprehensive explanations regarding conflicts of interest please refer to the Conflicts of Interest Policy, available on the Website.

1.5 Services covered by the Agreement

This Agreement will only apply to the services described in Section 2. Other activities carried out by FXLINK Corporation – within the investment and ancillary services contemplated by Section 1.2 - fall outside the scope of this Agreement. Should FXLINK Corporation at any subsequent point offer the services of investment advice and portfolio management, then it shall only do so on the basis of and in accordance with the provisions of an express written agreement. In the absence of such express written agreement, no statement, act or omission of FXLINK Corporation or any person representing FXLINK Corporation shall be deemed to constitute investment advice.

1.6 Charges and Commissions

All charges and commissions of FXLINK Corporation applicable under this Agreement are set out in the Rates Schedule.

1.7 Amendments to the Agreement

This Agreement (including any Appendices) may be amended by FXLINK Corporation, in whole or in part, from time to time as set forth in Section 6.14. Any amendment will be made by us at our discretion either on notice or, in specified circumstances, without prior notice. Please refer to Section 6.14 for further details.

1.8 Banned Jurisdictions

FXLINK Corporation reserves the right and is entitled to at any time, and upon its sole discretion, to restrict offering its services to certain jurisdictions and consider them as banned countries in terms of engagement with the potential clients.

Currently, FXLINK Corporation does not accept new clients and/or the opening of new accounts from the following jurisdictions: 'The United States', 'Japan', 'Canada'.

FXLINK Corporation does not automatically allow for the onboarding of clients who are from or resident of 'Algeria', 'Canada', 'Islamic Republic of Iran', 'Iraq', 'Sudan', 'Syrian Arab Republic', 'North Korea', 'United States of America', 'Zimbabwe', 'Cuba', 'South Sudan', 'Myanmar (Burma)', 'Cote D'Ivoire', 'Yemen'.

The aforementioned list of countries is non-exhaustive and the updated list of banned countries is subject to alteration at any time FXLINK Corporation deems proper upon its sole discretion. Changes will be effected in accordance with the provisions of these terms.



This document does not constitute an offer on the part of FXLINK Corporation or any member of the Group to provide any services to persons under the age at which they can enter into contracts which are binding on them or who are located in “Banned Jurisdictions” or in any jurisdiction in which the solicitation of clients and the provision of the services provided for hereunder, would be illegal.

FXLINK Corporation’s services and products traded are only available to individuals who are at least 18 years old or otherwise at an age at which contracts which they enter into are binding on them in the jurisdiction in which they are located.

2. SERVICES

2.1 Subject to the Client fulfilling its obligations under this Agreement, FXLINK Corporation may provide the following as well as any other available services to the Client (the “Services”):

(i) entering into spot contracts for differences with the Client on currencies, indices, precious metals, oil, commodities, and financial instruments and products as listed in Underlying List (respectively, “Contracts” or “trading positions” and the “Underlying”) acting as principal and not as a Client’s agent; and

(ii) receiving and transmitting orders relating to Contracts to other investment firms or authorized intermediaries acting on behalf of the Client.

2.2 Unless otherwise expressly agreed to in writing, FXLINK Corporation shall provide the Services under Section 2.1:

(i) by fulfilling Client’s orders as a Straight Through Processing (“STP”) Broker but not on behalf of the Client. FXLINK Corporation shall quote (either through the Platform or otherwise) the price (or exchange rate, as applicable) at which the Client is willing to enter into a particular Contract and the Client may decide whether or not to enter into such Contract at the price (or exchange rate, as applicable) quoted by FXLINK Corporation and on the terms contemplated by this Agreement as well as all other Legal Documents that shall govern such actions.

(ii) FXLINK Corporation shall not provide the Client with any tax or other advice in relation to the Orders placed under this Agreement or any other agreement for that matter, the Contracts or otherwise in connection with this Agreement. The Client may wish to seek independent advice before entering into this Agreement and placing any Orders or entering into any Contracts under this agreement. The Client hereby represents and undertakes that it has access to independent financial and legal advice or it is capable of making its own decisions in this respect and that no reliance is placed on any information provided by FXLINK Corporation or any representative of FXLINK Corporation or any act or omission thereof in making its investment decisions.

(iii) The Client acknowledges and agrees that the Services offered pursuant to these terms shall be on an execution only basis. No statement, act or omission of FXLINK Corporation or any person representing FXLINK Corporation shall be deemed to constitute investment advice, a personal recommendation or advice on the merits of a transaction. Any news, prices, opinions and any other information which may be provided to the Client are simply provided to enable the Client to make its own investment decisions and do not constitute personal investment advice.



(iv) In particular, and without prejudice to the generality of the above, no statement made in relation to the performance of any financial instrument and no trading method or trading idea shared with the Client shall be deemed to constitute advice or a personal recommendation.

2.3 The Client shall enter into this Agreement as a principal and not as an agent for any other person unless otherwise agreed to in writing by FXLINK Corporation.

2.4 The Client acknowledges and agrees that FXLINK Corporation will carry out its trading business 24 hours a day, 5 days a week, from Sunday at 10 pm GMT through to Friday at 10 pm GMT or during such other trading hours as are disclosed on the Website, as applicable in relation to each Underlying or market. Subject to Section 2.6 and to the terms of this Agreement generally, FXLINK Corporation will only quote prices and accept Orders or instructions in respect of any Contract during those hours.

2.5 Where, in FXLINK Corporation's reasonable opinion, a public holiday in any jurisdiction affects the relevant underlying market, FXLINK Corporation shall not be obliged to quote prices and will not accept Orders or instructions in respect of any Contract related to that market. FXLINK Corporation shall, from time to time, give reasonable notice of such public holidays and the affected Contracts on its website and/or within the Platform. In some cases, Contracts may only be traded during the time when the relevant exchange, where the Underlying is traded, is open. Where trading relates to any such Contract, FXLINK Corporation shall not be obliged to quote prices and will not accept Orders or instructions during any time when the relevant exchange is closed for business. FXLINK Corporation shall endeavor to inform the Client of the Contracts that are subject to such limited trading hours on its website and/or within the Platform.

2.6 Any change to the trading hours or other information contemplated by Sections 2.5 and 2.6 shall not be treated as an amendment to this Agreement and shall take effect as and when the relevant determination of FXLINK Corporation or event occurs with no need for prior notice to the Client (without prejudice to the obligations of FXLINK Corporation under Section 2.6).

2.7 The Client acknowledges and accepts that in cases where FXLINK Corporation is required to do so under the Applicable Provisions and/or applicable and accepted market practice, or where this is required by any counterparty or service provider of FXLINK Corporation through which the FXLINK Corporation makes available an Electronic Trading Platform or through which FXLINK Corporation provides Services to the Client, FXLINK Corporation may disclose to such parties information relating to the Client and/or the Services provided and/or Transactions carried out with or for or on behalf of the Client, and the Client shall provide FXLINK Corporation for this purpose any information which FXLINK Corporation deems to be reasonably necessary. Such disclosures shall be made by FXLINK Corporation for the purposes of fulfilling its contractual obligations, its obligations under the Applicable Provisions, for the purpose of enabling such counterparty or service provider to comply with their obligations under the laws and regulations which apply to them and for the purposes of satisfying the requirements of any Exchange.

2.8 In cases where direct disclosure by the Client is required to be made to any Exchange, clearing house or regulatory or governmental authority, or to any service provider of FXLINK Corporation through which the FXLINK Corporation makes available an Electronic Trading Platform or through which FXLINK Corporation provides Services to the Client, then the Client shall be responsible for, and shall proceed in making, such disclosure.



2.9 Without prejudice to the generality of the above, in cases where any counterparty or service provider of FXLINK Corporation through which FXLINK Corporation makes available an Electronic Trading Platform or through which FXLINK Corporation provides Services to the Client makes an inquiry in respect of any Transaction of the Client, or where an Exchange or any regulatory body or other competent authority makes an inquiry in respect of any Transaction of the Client, the Client undertakes to co-operate with FXLINK Corporation in promptly supplying such information and take or refrain from taking such action as FXLINK Corporation deems reasonably necessary in connection with such inquiry.

3. ACCOUNT

3.1. The Client shall open an account with FXLINK Corporation (the “Account”) before placing any Orders or instructions or entering into any Contract with FXLINK Corporation under this Agreement. No Orders can be placed, and no Contract may be entered into until an Account is opened and cleared funds have been deposited in accordance with this Agreement as well as the Client has concluded all KYC requirements as per the relevant KYC procedures outlined during the onboarding procedure.

3.2 For opening an Account, the Client must complete and sign the Application Form, as well as sign this Agreement for acceptance (subject to FXLINK Corporation’s rights under Sections 3.3. and 3.4.) Following receipt of the Application Form and the additional documents indicated above, FXLINK Corporation may carry out all the searches and enquiries that FXLINK Corporation deems to be appropriate from time to time to assess the Client’s creditworthiness, including, without limitation, checks from banks, credit reference agencies, and other reputable sources. FXLINK Corporation may use credit- scoring methods to assess the Client’s Application Form, to verify the Client identity and to consider any changes to the way in which the Client operates the Account. The information may be also used for debt tracing and the prevention of money laundering or terrorism financing as well as for the management of the Account. The Client authorizes FXLINK Corporation to use the information to perform the above checks in relation to the Application Form and this Agreement generally.

3.3 The Client shall at all times comply with all Applicable Provisions concerning money laundering, bribery, corruption, and financial crime, as well as any other legislative provisions applicable to the Client in its own jurisdiction concerning money laundering, bribery, corruption, and financial crime. The Client is under an obligation to provide to FXLINK Corporation such documentation as the FXLINK Corporation may reasonably require for the above purpose in accordance with the FXLINK Corporation’s compliance policies and procedures at the outset of the client relationship as well as on regular intervals thereafter. The Client undertakes to inform the FXLINK Corporation of any change in any such information or documentation provided by the Client for these purposes.

3.4 The Client shall inform FXLINK Corporation in writing immediately of any material changes to the information provided to FXLINK Corporation by means of the Application Form, for example in relation to contact details or any adverse matter relating to the Client’s financial status. FXLINK Corporation shall have no liability to the Client for any action or omission of FXLINK Corporation pursuant to the provisions of this clause 3 even if the Client has informed FXLINK Corporation of the loss or damage to be suffered by the Client.



3.5 FXLINK Corporation may or may not accept the Application Form. If the Application Form is accepted by FXLINK Corporation, the Client shall be notified of the Account number and invited to make an initial deposit in accordance with the instructions contained in the Application Form and any other operative indications available on the Website (the “Initial Deposit”). Without prejudice to the right of FXLINK Corporation to refuse to enter into any agreement for the provision of Services to any Client or prospective client, FXLINK Corporation may refuse to offer any Services unless all documentation required in order to comply with money laundering legislation and FXLINK Corporation’s internal policies is obtained in a form and content satisfactory.

3.6 The Client may only start trading with FXLINK Corporation after the Initial Deposit is credited to the Client's Money bank account of FXLINK Corporation as set out in Sections below , however FXLINK Corporation may at its discretion authorize the Client to trade immediately for up to 2 business days preceding the date of crediting of the Initial Deposit if satisfactory evidence of the wire order is available to it by loaning part or the full amount of the deposit made.

3.7 The Account shall be opened in the name of the Client (as shown on the client's valid recent ID/Passport). The Client may also open one or more additional Accounts in its own name. If the Client opens two or more Accounts, FXLINK Corporation will treat such Accounts separately subject to the provisions of this Agreement, and any reference to the Account contained herein shall be deemed as a reference to a single Account and not to all Accounts taken together.

3.8 At the Client’s request, FXLINK Corporation may, in its absolute discretion, agree to treat two or more Accounts opened by the Client as a single Account, giving notice to the Client in writing. In such a case, any reference to the relevant Account contained in this Agreement shall be deemed as a reference to all Accounts so aggregated by FXLINK Corporation.

3.9 The Client may appoint another person to trade on the Account (the “Authorized Representatives”), giving Orders and/or instructions to FXLINK Corporation on behalf of the Client. The Client will need to complete the Authorized Representatives relevant form available by contacting us. Any variation in the person who is authorized by the Client to trade on the Account shall be notified in writing to FXLINK Corporation.

3.10 Any such amendment in relation to the Authorized Representatives shall only take effect once it is effectively communicated to the FXLINK Corporation in accordance with clause “Notices and Communication” below and provided that all due diligence documentation required by FXLINK Corporation in relation to these persons for the purpose of compliance with its “know your customer” obligations is provided in form and content acceptable to the FXLINK Corporation.

3.11 No liability whatsoever shall arise on the part of FXLINK Corporation for accepting any trading instructions by any Authorized Representative authorized by the Client to give trading instructions ,unless the termination of such authority is notified to FXLINK Corporation in accordance with the provisions of clause “Notices and Communication” below prior to the relevant instruction being given, and the Client undertakes to keep FXLINK Corporation fully indemnified in the case of any direct or indirect, actual or contingent loss resulting from failure of the Client to notify FXLINK Corporation of such termination of authority.

3.12 For the avoidance of doubt, the appointment of the Authorized Representatives shall not prevent the Client from operating the Account directly and FXLINK Corporation may not be required to reject or disregard Orders or instructions of the Client in reliance on agreements



reached by the Client and the Authorized Representatives, if any, which shall not be binding on FXLINK Corporation.

3.13 FXLINK Corporation shall be authorized to act upon the oral, written or electronic instructions transmitted by the Authorized Representatives or by a person who appears to be the Client or the Authorized Representative even if that person is neither the Client nor an Authorized Representative. In particular, FXLINK Corporation shall be entitled to carry out any instructions or Orders transmitted using Client's username, password and Account number. The Client may request FXLINK Corporation to make payments to the Authorized Representative by debiting the Account to the extent cleared funds are available at the time of the request.

3.14 All gains, earnings, losses, costs and liabilities made or incurred by the Client under or in relation to any Contract or any Service provided by FXLINK Corporation or otherwise in connection with this Agreement (including commissions charged by FXLINK Corporation hereunder and exchange gains or losses under Section 3.13) shall be credited or debited to the Account, as applicable.

3.15 The Client may, at any time, withdraw funds from the Account. The amount requested must be available funds, with these available funds subject to the current margin requirements of open positions. FXLINK Corporation may, at its discretion, elect to withhold payment (or deduct an amount from it, as applicable) if:

(i) Open Contracts show notional losses;

(ii) The relevant funds may reasonably be required to meet future Margin requirements due to underlying market conditions;

(iii) The Client has any contingent liability to FXLINK Corporation in respect of any other Account;

(iv) FXLINK Corporation is required by applicable law or regulations to deduct or withhold such payment;
or

(v) There is an unresolved dispute between FXLINK Corporation and the Client in connection with this Agreement or any related contract.

3.16 The relevant payments shall be made by FXLINK Corporation in accordance with Section

3.17. No payment shall be made by FXLINK Corporation to any third party (other than Authorized Representatives, as applicable) out of the Client's Account.

3.18 The Client shall give notice of Client Deposits and submit withdrawal requests to FXLINK Corporation using a form available on its website to be sent to FXLINK Corporation by facsimile or email.

4. MARGIN

4.1 The Client shall at all times ensure that the balance of the Account is equal to or greater than the sum of all Client Deposits required by FXLINK Corporation (each a "Margin") in relation to open Contracts and any other exposure of the Client related to a Service provided by FXLINK Corporation. The margin requirement needed in relation to each trading position is available under



the trading specifications of each product. FXLINK Corporation may vary the Margins in its absolute discretion at any time and the new Margins shall be disclosed as indicated above and shall apply immediately to any new trading position opened by the Client. If FXLINK Corporation notifies the Client in writing of the new Margin requirements; these shall also apply immediately to all trading positions of the Client, which were already open at the time of such notice.

4.2 The Client acknowledges and agrees as follows:

- (i) The balance of the Account must at all times satisfy the Margin requirements established in accordance with Section 4.1;
- (ii) Section 4.3 shall apply in determining whether the above Margin requirements are satisfied;
- (iii) The Client must at all times monitor the Account balance against the Margin requirements;
- (iv) FXLINK Corporation may, but shall not be obliged to, inform the Client that the Account balance is insufficient to meet the Margin requirements in relation to existing trading positions and/or for the opening of any new trading position;
- (v) Failure to meet the Margin requirements constitutes an Event of Default and may have adverse consequences for the Client under this Agreement; and
- (vi) The Margin requirements are not intended to represent the Client's entire liability in relation to open trading positions.

4.3 The Client's open trading positions shall be marked to market on an on-going basis during trading hours. The Client acknowledges and agrees that the Account balance may become insufficient due to:

- (i) the market moving against the Client on one or more open trading positions (as a result of which mark-to-market losses will be entered in the Account);
- (ii) FXLINK Corporation re-setting Margin requirements (subject to Section 4.1); and
- (iii) The Client is allowed to trade by FXLINK Corporation notwithstanding Margin requirements are not met. If the Account balance becomes insufficient to meet Margin requirements, then FXLINK Corporation:
 - (a) shall not accept new trading orders (however FXLINK Corporation may permit the Client to trade, in its absolute discretion, without prejudice to any rights and remedies of FXLINK Corporation under this Agreement which will not be deemed to be waived by this decision);
 - (b) May but shall not be required to claim the deposit of additional Margins by the Client; and (c) Shall have a right to close one or more open trading positions of the Client as necessary to reduce Margin requirements below the Account balance.

4.4 The Client acknowledges and agrees that:

- (i) the Platform settings may automatically stop trading activities which would result in a breach of Margin requirements (without prejudice to all rights and remedies of FXLINK Corporation under this Agreement where the automatic stop mechanisms fail to work properly or FXLINK Corporation elects to permit the Client to trade) or in cleared funds in the Account reducing below a set percentage of the Margin requirements; and



(ii) close-out of open trading positions will be made starting from those showing the largest losses (however FXLINK Corporation may change this close-out Order as it sees fit in its absolute discretion from time to time).

4.5 Upon opening a Transaction, the Client will be required to make payment of Margin and to maintain such Margin Level as may be required at all times until and subject to close out or termination of the relevant Transaction. The Margin payments required vary depending on the nature and contract value of the Transaction. Details regarding the Margin requirements applicable to each financial instrument or type of Transaction (including minimum margin levels and close-out levels) are set out in a separate addendum which the Client must acknowledge and accept before any Margin may be made available. If the Client chooses to trade with FXLINK Corporation on any Electronic Trading Platform which FXLINK Corporation makes available to the Client, the provisions contained in any Special Terms and Conditions, which apply in respect of such Electronic Trading Platform, will also apply and shall prevail in the event of any conflict between such Special Terms and conditions and the provisions of these General Terms and Conditions and/or separate margin addendum. The Client's obligation to comply with the Margin requirements and maintain the relevant Margin Level as this applies to the Client's open positions under all the Client's Transactions, is a continuing obligation to which the Client is subject throughout the period during which a Transaction is open and exists independently or whether or not FXLINK Corporation provides the Client with any warning as to the Client's obligation to maintain the relevant Margin Level and the consequences of the Client's failure to do so.

4.6 Where FXLINK Corporation effects or arranges a Transaction, the Client shall comply with the Margin requirements applicable to such Transaction. The Client's failure to do so will constitute an Event of Default and will trigger close out of the Client's position in respect of which the Client has failed to make payment of the required Margin.

4.7 The Client is solely responsible for monitoring his/her position in respect of any Transaction and remaining informed at all times regarding the amount of Margin which may be payable by the Client at any given point in time. FXLINK Corporation is under no obligation to contact the Client or give the Client any oral or written warning as to its failure to comply with the applicable Margin requirements. FXLINK Corporation shall under no circumstances be liable for any direct or indirect or indirect loss suffered by the Client as a result of the Client's failure to make timely payment of Margin amounts due by the Client.

4.8 Margin must be paid in freely available cleared funds, in such currency as is acceptable to FXLINK Corporation. In the absence of fraud or gross negligence on the FXLINK Corporation's part, FXLINK Corporation shall have no responsibility regarding the consequences of any failure of a Margin payment to be made to FXLINK Corporation, within the required timeframes, in freely available cleared funds.

4.9 FXLINK Corporation may vary the required Margin and Close-Out Level by providing 10 (ten) calendar days prior notice in accordance with the provisions of the relevant client agreements. FXLINK Corporation may vary the required Margin without prior notice where the following circumstances arise, or it is reasonably likely or possible that they may arise:

4.9.1 severe disruption in the financial market or material adverse changes which may affect one or more Transactions,

4.9.2 any developments or news or events which may have a material adverse effect on one or more Transactions



4.9.3 significant volatility affecting one or more Transactions,

4.9.4 any significant changes to the Client's circumstances or the laws and regulations to which the Client is subject, which may significantly impact any one or more open Transactions between the Client and FXLINK Corporation.

4.10 If there is an Event of Default or the relationship between the Client and FXLINK Corporation terminates, FXLINK Corporation shall set-off the balance of Margin owed by FXLINK Corporation to the Client against the Client's financial obligations to FXLINK Corporation (as reasonably valued by FXLINK Corporation). The net amount, if any, payable between us following such set-off as may be made pursuant to these terms.

4.11 The provisions of this clause "Margin" are without prejudice to any other rights which the FXLINK Corporation may have under these terms.

5. TRADING

5.1 Upon opening the Account, FXLINK Corporation shall provide the Client with a User ID and an Account number. The Client shall set its username and password (the "Access Codes") to access the trading platform of FXLINK Corporation (the "Platform"). The Client can change its password at any such time as the Client deems it necessary. The Access Codes may only be used by the Client or the Authorized Representatives (if appointed) to the exclusion of any other person. The Client shall not disclose the User ID, the Account number and the Access Codes (collectively, the "Account Access Information") to any person (but the Client may disclose the Access Codes to the Authorized Representatives, if appointed) and shall use best efforts to preserve (and ensure that the Authorized Representatives, if appointed, preserve) the full confidentiality of the Access Codes. The Client shall inform promptly FXLINK Corporation in writing if the Client knows or suspects that any unauthorized person has acquired (or has attempted to acquire) knowledge of the Account Access Information.

5.2 FXLINK Corporation may rely on any access to the Platform with the Access Codes as being made by the Client or the Authorized Representatives (if appointed). In order to protect your computer and person data, FXLINK Corporation recommends the use of anti-virus software with regular updates and scans being carried out. FXLINK Corporation is not responsible for access gained to the Platform through the Client's password being 'stolen' through a virus or other such software. FXLINK Corporation strongly recommends against the use of password management software (whether browser based or third-party software). Any access to the Platform, gained through such software, will be the Client's responsibility, regardless of whether the Client authorizes this. Furthermore, FXLINK Corporation strongly recommends locking devices when not in use at all times, and where possible, making use of a password only known by the Client as again FXLINK Corporation may rely on the use of the Platform as signaling trades carried out by the Client.

5.3 Unless a different agreement is made with FXLINK Corporation, the Client (and the Authorized Representatives, as applicable) shall send all orders relating to a Service provided by FXLINK Corporation under this Agreement (the "Orders") using the Platform in accordance with any terms or instructions relating to the use of the Platform, which may be published on the Website. Where FXLINK Corporation agrees to act upon an Order transmitted by phone or in writing, it shall be regarded as doing so on the basis that: (i) the price or the exchange rate (the "Price") at which the relevant Contract would be entered into is the Price quoted by FXLINK



Corporation as displayed on the Platform or otherwise, and any such Order will be for a Contract to be entered into at such Price; and (ii) FXLINK Corporation will process the Order by entering the relevant Contract into the Platform trading system using the Access Codes provided by the Client (or the Authorized Representatives, as applicable), in each case unless a different intention is expressly and clearly stated by FXLINK Corporation in writing.

5.4 Where FXLINK Corporation accepts an Order transmitted by phone, it shall be regarded as doing so on the basis that:

- (i) FXLINK Corporation believes in its exclusive judgment to be in a position to identify the Client (or the Authorized Representatives, as applicable) in accordance with its internal procedures, but FXLINK Corporation will not be liable for accepting an Order transmitted by an unauthorized person other than in case of gross negligence, wilful default or fraud; and
- (ii) The Client is aware and agrees that the phone call will be recorded by FXLINK Corporation and the recording and any transcript of it will be accepted as conclusive evidence of the Order.

5.5 Any Order shall be treated as an offer from the Client to enter into a Contract subject to the provisions of Section 2.2. When the Client wishes to enter into a particular Contract, it may request a quote for such Contract from FXLINK Corporation either by accessing the Platform (where FXLINK Corporation quotes bid and ask Prices for such Contract by displaying them on the Platform during trading hours) or by submitting a verbal or written request to FXLINK Corporation (in any other case).

FXLINK Corporation may or may not accept an Order in its absolute discretion, except that may not refuse to fulfill an Order to close out an open trading position issued by the Client in accordance with this Agreement. FXLINK Corporation may also quote a new Price for a Contract, after receiving an Order, whenever it believes re-quoting is appropriate in consideration of market conditions or for any other reason. If FXLINK Corporation re-quotes the Price for a particular Contract, the original Order shall no longer be considered valid and binding and the Client may or may not send a new Order at the new Price quoted by us. The Client may revoke any Order at any time before acceptance by us, and FXLINK Corporation may delay the acceptance of an Order as it sees fit without giving notice to the Client and shall not be held liable to the Client for late acceptance of an Order. Any Order accepted by FXLINK Corporation shall be displayed as such on the Platform (if it relates to a Contract which may be traded on the Platform) and shall no longer be revocable by the Client.

5.6 The Client acknowledges and agrees that:

- (i) FXLINK Corporation will quote Prices under this Agreement based on (but, for the avoidance of doubt, with no fixed or binding relationship with) the prevailing prices and rates at which an Underlying is traded on the interbank market or other financial markets which FXLINK Corporation regards as a reference market in consideration of trading volumes, bid-ask spreads and/or any other factor judged relevant by FXLINK Corporation;
- (ii) the Prices quoted by FXLINK Corporation including bid-ask spreads may be changed by FXLINK Corporation at any time in its absolute discretion; and
- (iii) FXLINK Corporation may discretionally set Margins and minimum or maximum size for each tradable Contract and may vary them at any time in its absolute discretion (provided that any



variation in minimum or maximum Contract size shall not retroactively apply to open trading positions).

5.7 The Client acknowledges and agrees that software engineering, telecoms, and electricity services affecting the use of the Platform are not under the control of FXLINK Corporation and that we shall not be responsible for:

- (i) Any error in the transmission of an Order;
- (ii) Any misinterpretation or mistake affecting an Order sent through the Platform (including technical and/or mechanical damage);
- (iii) Any access to Client data by unauthorized persons;
- (iv) The Client's inability to access or use the Platform at any time; and
- (v) More generally, any loss or damage incurred or suffered by the Client as a result of failures in the services supplied to FXLINK Corporation by software engineering, telecom and electricity service providers; in each case, unless there is evidence given by the Client that this was caused by the gross negligence, wilful default or fraud of FXLINK Corporation. In such circumstances, FXLINK Corporation will only be liable for damages or losses suffered or incurred by the Client which the Client proves to be the direct consequence of such gross negligence, wilful default or fraud (subject to Section 10). FXLINK Corporation shall be responsible for the regular updating of the Platform software.

5.8 The Client and FXLINK Corporation acknowledge and agree that:

- (i) Any Contract which may be entered into under this Agreement will be a spot contract for differences ("CFD") in nature relating to an Underlying listed on the website; and
- (ii) Under a CFD (a) neither FXLINK Corporation nor the Client may acquire any interest in or right to acquire or be obliged to sell, purchase, hold, deliver or receive an Underlying and (b) the rights and obligations of each party are principally to make and receive payments as provided for by or under this Agreement.

5.9 The parties agree that the following rules shall apply to CFDs:

- (i) Any trading position opened by the Client shall automatically be rolled over until it closes in accordance with point (iii) below;
- (ii) If two or more trading positions concerning the same Underlying are open on the same Account, these shall be closed on a First In/ First Out (FIFO) basis unless Section 4.4 applies;
- (iii) The new trading position under (i) above may be entered into (a) by the Client (by issuing a specific Order or by operation of a pending stop or limit Order) or (b) by FXLINK Corporation in the cases contemplated by Section 6.1 or (c) where close-out levels linked to Margin requirements are reached (subject to Sections 4.3 and 4.4); and
- (iv) Without prejudice to mark-to-market entries made in accordance with Section 4.3 (i), any gain or loss resulting from a closed trading position (which gain or loss will be the difference between the FXLINK Corporation - quoted bid or ask Prices, as applicable, at which the Contract was entered into and subsequently closed in accordance with point (iii) above, multiplied by the number of lots included in the Contract size) shall become due and payable by FXLINK Corporation to the Client or vice versa at the time the trading position is closed and shall be credited or debited to the Account, as applicable.



5.10 For so long as a trading position is open, a commission (the “Commission”) - calculated on a daily basis as set forth in the most updated Rates Schedule published on the Website - shall accrue to the benefit of the Client or FXLINK Corporation, as applicable, but the Commission shall become due and payable as set forth below. The Account shall be debited or credited with the amount of the accrued Commission every calendar day, provided however that the Commission shall only become due and payable by the Client to FXLINK Corporation or vice versa when a trading position is closed.

5.11 The parties acknowledge that errors may occur in the Prices quoted by FXLINK Corporation due to internet or connectivity failures or delays, price feed mistakes or otherwise resulting in quoted Prices materially deviating from market rates. In such circumstances, without prejudice to any rights either FXLINK Corporation or the Client may have under common law, neither the Client nor FXLINK Corporation will be bound by any Contract which purports to have been made (whether or not confirmed by FXLINK Corporation) at a Price which was, or ought reasonably to have been, known to either the Client or FXLINK Corporation to be materially incorrect at the time the Contract was entered into. Except for the case of fraud, FXLINK Corporation shall not be liable for any loss or damage suffered by the Client as a result of the reliance of the Client on a Price which the Client knew, or ought reasonably to have known, to be materially incorrect. FXLINK Corporation shall not permit any arbitrage practice or strategy designed to take advantage of price latency or other manifest errors and reserves the right to revoke any Contract entered into by the Client relying on such errors.

5.12 The Electronic Trading Platforms which the FXLINK Corporation makes available to its Clients are provided through third party service providers as disclosed to the Client in the Investor Information Document (“Platform Service Providers”). The Electronic Trading Platforms are made available to the Clients of FXLINK Corporation on behalf of FXLINK Corporation on the basis of the agreement between each Platform Service Provider and FXLINK Corporation. Despite any Electronic Trading Platform being a branded trading platform made available through a third party, FXLINK Corporation is the sole counterparty to the Client. FXLINK Corporation will in turn and on a simultaneous basis enter into off-setting transactions with such Platform Service Providers, on a principal to principal basis.

5.13 Any grievances which the Client may have in respect of any Electronic Trading Platform should be raised directly with FXLINK Corporation. The Platform Service Providers through which such Electronic Trading Platforms are made available to the Client have no direct or indirect contractual relationship with the Client and shall not be liable to the Client in respect of such Electronic Trading Platforms. Liability for trading activity on the Electronic Trading Platforms remains with the FXLINK Corporation.

5.14 The responsibility for carrying out the appropriateness assessment and for providing best execution to the Client remains with the FXLINK Corporation. Subject to the Investment Services Agreement, the FXLINK Corporation is responsible for execution and settlement of the trade entered into via the Electronic Trading Platforms. 5.15 Notwithstanding the absence of a contractual relationship between the Client and the Platform Service Provider, the FXLINK Corporation may in certain cases be required to disclose to the Platform Service Provider regarding the Client and its trading activity. This may include for example due diligence information or information regarding trades executed by the Client for the purposes of enabling the Platform Service Provider to comply with its obligations under applicable money laundering or market abuse legislation.

6. FXLINK CORPORATION'S RIGHT TO CLOSE OUT CONTRACTS

6.1 FXLINK Corporation may close out all or some of the Client's trading positions in the following cases:

6.1.1 FXLINK Corporation is required to do so by any regulatory or other authority;

6.1.2 FXLINK Corporation knows or has reasons to suspect that the trading positions concerned have been opened by the Client in breach of any applicable Law and Regulations;

6.1.3 The Client fails to make Margin or other payments due to FXLINK Corporation under this Agreement or does not perform any other obligation owed to FXLINK Corporation under this Agreement or any transaction contemplated by this Agreement;

6.1.4 The Account balance falls below the Margin requirements established by FXLINK Corporation in compliance with Sections 4.1 and 4.3;

6.1.5 A Force Majeure Event occurs;

6.1.6 A Hedging Event occurs with respect to one or more trading positions;

6.1.7 FXLINK Corporation exercises closing-out rights subsequent to the variation of this Agreement;

6.1.8 An Act of Insolvency occurs in respect of the Client;

6.1.9 the Client dies or becomes of unsound mind;

6.1.10 the Client (or any Authorized representative acting on its behalf) disaffirms, disclaims or repudiates any obligation under these terms or any guarantee, hypothecation agreement, margin or security agreement or document, or any other document containing an obligation of its, in favor of the FXLINK Corporation supporting any of the Client's obligations under these terms

6.1.11 any representation or warranty made or given or deemed made or given by the Client proves to have been false or misleading in any material respect as at the time it was made or given or deemed made or given;

6.1.12 any action is taken or event occurs which the FXLINK Corporation considers might have a material adverse effect upon, the Client's ability to perform any of its obligations under these terms.

6.1.13 the client takes advantage of delays in respect of prices and he places orders at outdated prices, he trades at off-market prices and/or outside trading hours, he manipulates the system to trade at prices not quoted to it by FXLINK Corporation and he performs any other action that constitutes improper trading;

6.1.14 any litigation is commenced between FXLINK Corporation and the Client;

6.1.15 the Client persistently acts in an abusive manner when dealing with FXLINK Corporation

6.2 Any decision to close out all or some of the Client's trading positions under Section 6.1 shall be made by FXLINK Corporation in its sole absolute discretion. 6.2 On the occurrence of an Event of Default, FXLINK Corporation may close any or all of the Client's Accounts or suspend any or all of the Client's Accounts and may exercise the FXLINK Corporation's rights under this clause, except that in the case of the occurrence of the events set out in above in which case termination becomes effective automatically without the need for notice by FXLINK Corporation.



6.3 At any time following the occurrence of an Event of Default (other than pursuant to 6.1.8 above), the FXLINK Corporation may, by notice to the Client, specify a date (the “Liquidation Date”) for the termination and liquidation of Transactions in accordance with the following provisions. In the case of (6.1.8) above, the Liquidation Date is deemed to be the date of the occurrence of the Act of Insolvency.

6.4 Upon the occurrence of a Liquidation Date:

6.4.1 Neither of the Client shall be obliged to make any further payments or deliveries under any Transactions which would, but for this clause, have fallen due for performance on or after the Liquidation Date and such obligations shall be satisfied by settlement (whether by payment, set-off or otherwise) of the Liquidation Amount (as defined below);

6.4.1.1 On, or as soon as reasonably practicable after the Liquidation Date, FXLINK Corporation shall determine (discounting if appropriate), in respect of each Transaction the total cost, loss or, as the case may be, gain, in each case expressed in the base currency, being United States Dollars (“Base Currency”), and if appropriate, including any loss of bargain, cost of funding or, without duplication, cost, loss or, as the case may be, gain as a result of the termination, liquidation, obtaining, performing or re-establishing of any hedge or related trading position) as a result of the termination, pursuant to these terms, of each payment or delivery which would otherwise have been required to be made under such Transaction (assuming satisfaction of each applicable condition precedent and having due regard, if appropriate, to such market quotations published on, or official settlement prices set by the relevant exchange as may be available on, or immediately preceding, the date of calculation);

6.4.1.2 FXLINK Corporation may close all Client’s open positions and cancel any orders made by it, and may combine and consolidate the Client’s cash balance and any Accounts which the Client has with us and set off its cash balance and amounts owed by the Client to FXLINK Corporation, against amounts owed by the Client to the Company, including any profits or losses from its open positions with FXLINK Corporation, interest, costs, expenses, charges and all liabilities or amounts of whatever nature. FXLINK Corporation may convert amounts in any currency, owed to the Client and amounts owed by the Client to FXLINK Corporation, including any profit or loss under any of the Client’s open positions with FXLINK Corporation, to the FXLINK Corporation’s Base Currency. Such currency conversions will be made at prevailing market rates reasonably available to FXLINK Corporation, and the FXLINK Corporation is entitled to charge the Client all commissions and costs incurred by FXLINK Corporation in making such conversion.

6.5 FXLINK Corporation shall treat each cost or loss to it, determined as above, as a positive amount and each gain by FXLINK Corporation, so determined, as a negative amount and aggregate all of such amounts to produce a single, net positive or negative amount, denominated in the Base Currency (the “Liquidation Amount”).

6.6 If the Liquidation Amount determined pursuant to this clause is a positive amount, the Client shall pay it to FXLINK Corporation and if it is a negative amount, FXLINK Corporation shall pay it to the Client. FXLINK Corporation shall notify the Client of the Liquidation Amount, and by whom it is payable, immediately after the calculation of such amount.

6.7 Where termination and liquidation occur in accordance with this clause, FXLINK Corporation shall also be entitled, at its discretion, to terminate and liquidate, in accordance with the provisions of this clause, any other Transactions entered into between FXLINK Corporation which are then outstanding.



6.8 The Liquidation Amount shall be paid in the Base Currency by the close of business on the Business Day following the completion of the termination and liquidation under this clause (converted as required by applicable law into any other currency, any costs of such conversion to be borne by the Client, and (if applicable) deducted from any payment to the Client). Any Liquidation Amount not paid on the due date shall be treated as an unpaid such amount and bear interest, at the average rate at which overnight deposits in the currency of such payment are offered by major banks in the London interbank market as of 11.00 am (London time) (or, if no such rate is available, at such reasonable rate as FXLINK Corporation may select) plus one (1%) per annum for each day for which such amount remains unpaid.

6.9 For the purposes of any calculation hereunder, FXLINK Corporation may convert amounts denominated in any other currency into the Base Currency at such rate prevailing at the time of the calculation as it shall reasonably select.

6.10 Unless a Liquidation Date has occurred or has been effectively set, FXLINK Corporation shall not be obliged to make any payment or delivery scheduled to be made by it under a Transaction for as long as an Event of Default or any event which may become (with the passage of time, the giving of notice, the making of any determination hereunder, or any combination thereof) an Event of Default with respect to the Client has occurred and is continuing.

6.11 FXLINK Corporation rights under this clause shall be in addition to, and not in limitation or exclusion of, any other rights which FXLINK Corporation may have (whether by agreement, the operation of law or otherwise).

6.12 This clause applies to each Transaction entered into or outstanding between the Client and FXLINK Corporation on or after the date this Agreement takes effect.

6.13 This Agreement, the particular terms applicable to each Transaction entered into under this Agreement, and all amendments to any of them shall together constitute a single agreement between FXLINK Corporation and the Client. FXLINK Corporation both acknowledges that all Transactions entered into on or after the date the Investment Services Agreement takes effect are entered into in reliance upon the fact that the Investment Services Agreement and all such terms constitute a single agreement between FXLINK Corporation and the Client.

6.14 Upon the occurrence of an Event of Default or at any time after FXLINK Corporation has determined, in its absolute discretion, that the Client has not performed (or FXLINK Corporation reasonably believes that the Client will not be able or willing in the future to perform) any of the Client's obligations to FXLINK Corporation, in addition to any rights as set out above, the FXLINK Corporation shall be entitled, without prior notice to the Client:

6.14.1 Instead of returning to the Client investments equivalent to those credited to its Account, to pay to the Client the fair market value of such investments at the time the FXLINK Corporation exercise such right;

6.14.2 To sell such of the Client's investments as are in FXLINK Corporation's possession or in the possession of any nominee or third party appointed under or pursuant to these terms, in each case as FXLINK Corporation may in its absolute discretion select or and upon such terms as the FXLINK Corporation may in its absolute discretion think fit (without being responsible for any loss or diminution in price) in order to realize funds sufficient to cover any amount due by the Client hereunder;



6.14.3 To close out, replace or reverse any Transaction, buy, sell, borrow or lend or enter into any other Transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at FXLINK Corporation's sole discretion, FXLINK Corporation considers necessary or appropriate to cover, reduce or eliminate our loss or liability under or in respect of any of its contracts, positions or commitments; and/or

6.14.4 To cancel and/or consider void any Transactions and profits or losses either realized or unrealized and/or to close out the Account(s) the Client maintains with FXLINK Corporation pursuant to these terms, immediately and without prior notice.

7. PAYMENTS AND SET-OFF

7.1 It is possible that other costs, including taxes, relating to transactions carried out on the Trading Platform may arise for which the Client is liable, and which are neither paid via us nor imposed by FXLINK Corporation. Without derogating from Client's sole and entire responsibility to account for tax due, the Client agrees that FXLINK Corporation may deduct tax, as may be required by the applicable law, with respect to Client's trading activity on the Trading Platform. The Client acknowledges and is aware that FXLINK Corporation have a right of set-off against any amounts in Client's Trading Account with respect to such tax deductions, and the Client hereby authorizes us to withdraw amounts from the Trading Account with which to pay such taxes. The Client shall have no claim against FXLINK Corporation with regard to such deductions. The Client further agrees that such deductions do not derogate from FXLINK Corporation's rights to make Margin Calls under this Agreement.

7.2 The Client shall be required to pay to FXLINK Corporation, in the below but not limited only to these circumstances:

(i) The Margins set out in accordance with Sections 4.1 and 4.3 (subject to a minimum Initial Deposit as indicated in the Rates Schedule);

(ii) The amounts due under any Contracts: For any open position held by you, we will occasionally debit your account for losses, commissions, dividend adjustments, interest, as well as fees incurred and provided by this Agreement

(iii) The amount of any taxes paid by FXLINK Corporation on behalf of the Client (if any); (iv) Any indemnity due by the Client under this Agreement; (v) Such additional amounts as FXLINK Corporation may reasonably require from time to time to secure the Client's obligations to FXLINK Corporation; and

(vi) Any debit balance on any Account (without duplication).

(vii) To become inactive, the account owner must fail to show activity for a period of one year. The activity also includes contacting a financial institution by phone or over the Internet or making a withdrawal or deposit. Periodic interests, swaps, and dividends that are proceeded automatically are not considered activity. The inactivity fee is 10 USD per month. The fee is imposed on each separate inactive trading account. The company has the right to expropriate the balance of a client who has been inactive for a period of at least three years.



7.3 All charges and Commissions due by the Client under this Agreement are set out in the Rates Schedule and may vary from time to time as determined by FXLINK Corporation in its full discretion.

7.4 FXLINK Corporation shall have the right to withhold or deduct from any payment made to the Client under this Agreement or credited to the Account any amount required by applicable law to be withheld or deducted from any such payment or credit.

7.5 The Client shall be required to indemnify FXLINK Corporation from and against all costs, claims, actions, proceedings, damages, expenses and liabilities arising as a consequence of the Client failing to make a tax payment as and when due in relation to any Contract entered into under this Agreement or to reimburse FXLINK Corporation for any tax payment made by it on behalf of Client.

7.6 FXLINK Corporation shall have the right to set off any credit balance on the Account or other sums due by FXLINK Corporation to the Client against any debit balance or other sums due by the Client to it. This set off right may be exercised by FXLINK Corporation in its absolute discretion and without notice to the Client.

8. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE CLIENT

8.1 The Client agrees that each of the following representations and warranties is deemed repeated each time opens or closes a Transaction by reference to the circumstances prevailing at such time the Client represents and warrants that:

8.1.1 All information supplied by the Client to FXLINK Corporation is complete, true, accurate and not misleading in any material respect; including the Registration Data provided to FXLINK Corporation during the Account Opening Procedure and at any time thereafter is complete, true, accurate and not misleading in all respects and the documents provided to the FXLINK Corporation are authentic;

8.1.2 The Client has entered into this Agreement and will enter into any Contract thereunder as a principal and not as another party's agent or representative;

8.1.3 The Client is not subject to any legal disability and is not subject to any law or regulation preventing the performance of this Agreement or any Contract or transaction entered into thereunder by the Client;

8.1.4 The Client has obtained all necessary consents, and authorizations and has full power and authority to enter into this Agreement and any Contract or transaction thereunder;

8.1.5 The Client is in compliance with all laws and regulations to which the Client is subject in relation to this Agreement and any Contract or transaction thereunder including, without limitation, all tax laws and regulations, exchange control requirements, and registration requirements;

8.1.6 This Agreement and any Contract or transaction entered into there under create valid and binding obligations which are enforceable against the Client in accordance with their terms (subject to applicable principles of equity) in the jurisdiction in which the Client is resident and do not violate the terms of any law, regulation, order, charge, agreement or instrument by which the Client is bound or to which the Client's assets are subject;

8.1.7 No Event of Default or any other event which may become (with the passage of time, the giving of notice, the making of any determination or any combination of these) an Event of Default (a "Potential Event of Default") has occurred and is continuing with respect to the Client; (viii) The Client is fully aware of the financial and other risks involved with trading under



this Agreement and is willing and financially able to sustain a total loss of funds resulting from the Contracts and transactions entered into thereunder;

8.1.8 All cash was given to FXLINK Corporation by the Client to satisfy Margin requirements or for any other purpose is and will be free from any charge, lien, pledge or encumbrance and is also beneficially held by the Client;

8.1.9 The Client will not enter into any Contract or transaction under this Agreement for the purposes of or in connection with any placing, issue, distribution, offer, take-over, merger or other similar corporate finance-type transaction, as applicable;

8.1.10 The Client will act in accordance with applicable law and regulations regarding market abuse, manipulation or misconduct, insider dealing, and similar offenses, as applicable; and

8.1.11 The Client will not undertake any act or engage in any activity, other than in the normal course of business, which seeks to or may alter, distort or otherwise manipulate the relevant market or Underlying in relation to a Contract or transaction entered into under this Agreement.

8.1.12 The Client has not been coerced or otherwise persuaded to enter into the Client Agreement

8.1.13 The Client is of legal age and/or over eighteen (18) years of age (in case the Client is a natural person) or have the full capacity (in case the Client is a legal person); therefore, the Client can enter into a legally binding Agreement

8.1.14 The Client is of sound mind, legal age and legal competence

8.1.15 The client is duly authorized to enter into this Client Agreement, to open each Transaction and/or Contract and to perform the obligations hereunder and thereunder and have taken all necessary action to authorize such execution, delivery and performance

8.1.16 The Client understands how the Transactions hereunder operate before placing an offer to open a Transaction on the Trading Platform. By doing so, The Client warrants that understands the terms and conditions of the Client Agreement, and any legal and financial implications thereof;

8.2 The representations and warranties under Section 11.1 shall be deemed to be repeated each time the Client provides FXLINK Corporation with Orders or instructions to enter into any Contract or transaction under this Agreement. The Client acknowledges and agrees that the above representations and warranties have been a material inducement to the decision of FXLINK Corporation to enter into this Agreement with the Client.

8.3 The Client covenants to FXLINK Corporation and undertakes that:

(i) The Client will at all times obtain and comply with, and do all that is necessary to maintain in full force and effect, all powers, authority, consents, and authorizations referred to in Section 11.1;

(ii) The Client will promptly notify FXLINK Corporation of the occurrence of any Event of Default or Potential Event of Default;

(iii) The Client will use all reasonable endeavors to ensure compliance with Law and Regulations as applicable in relation to this Agreement and any Contract or transaction entered into thereunder;

(iv) The Client will promptly notify FXLINK Corporation of any change to the information provided to FXLINK Corporation upon entering into, or otherwise in connection with, this Agreement; and (v) Upon demand, the Client will promptly provide FXLINK Corporation with any additional information FXLINK Corporation may reasonably require to comply with applicable Law and Regulations or any



other legal requirement applicable to FXLINK Corporation including, without limitation, under AML and rules or otherwise in connection with this Agreement.

9. TERMINATION

9.1 This Agreement may be terminated by the Client at any time by giving written notice to FXLINK Corporation. This Agreement may be terminated by FXLINK Corporation at any time by giving 10 business days' notice to the Client except in cases where FXLINK Corporation may terminate this Agreement immediately as below:

(i) If the Client fails to perform any provision of this Agreement; (ii)

Upon the occurrence of any Event of Default; or

(iii) If the Client has no open positions on the Account at the time when the notice of termination is sent.

9.2 The termination of this Agreement shall be without prejudice to any accrued rights and remedies of the parties and the existence and enforceability of any open Contract, which will continue in full force and effect until closing in accordance with this Agreement unless otherwise determined by FXLINK Corporation.

9.3 No penalty shall be payable by either party on termination of this Agreement. Any amount payable by the Client to FXLINK Corporation shall become immediately due and payable including, without limitation:

(i) All outstanding fees, charges, and commissions;

(ii) Any dealing expenses incurred by us in terminating this Agreement;

(iii) Any losses and expenses realized in closing out any Contract or settling outstanding obligations incurred by us on behalf of the Client; and

(iv) Any indemnification owed by the Client to FXLINK Corporation under this Agreement. FXLINK Corporation may consolidate all or any of the Accounts into one Account and deduct all amounts due to FXLINK Corporation before transferring any credit balance on the Account(s) (net of Margin requirements on continuing trading positions, if any) to the Client.

9.4 The obligations under Sections 12 (Indemnity and Limitation of Liability), (Confidentiality) and (Governing Law and Jurisdiction) will survive the termination of this Agreement.

10. EVENTS OF DEFAULTS

10.1 If at any time:

(i) The Client fails to make any payment when due under this Agreement or to perform any other material obligation under this Agreement or any Contract or transaction entered into thereunder;

(ii) Any action is taken, or event occurs which FXLINK Corporation reasonably considers might have a material adverse effect upon the Client's ability to perform any of its material obligations under this Agreement;

(iii) Any action is taken, or event occurs which FXLINK Corporation reasonably considers being or might be a violation of any applicable Law and Regulations or good standards of market practice;

(iv) The Client dies or becomes of unsound mind or, where the Client is a legal entity, the Client is dissolved, or any registration required for its capacity or existence is revoked, terminated or otherwise



ends, or proceedings are commenced seeking or proposing the Client's dissolution or the revocation, termination or end of such registration;

(v) The Client becomes unable to pay its debts as they fall due or is bankrupt or insolvent (as defined under any bankruptcy or insolvency law applicable to the Client) or any indebtedness of the Client is not paid on the due date therefor or becomes capable at any time of being declared due and payable before the due date of payment set forth in any agreement or instrument;

(vi) Any voluntary or involuntary procedure is commenced by or against the Client seeking or proposing liquidation, reorganization, an arrangement or composition with creditors, a freezing action or moratorium or other similar relief with respect to the Client or the Client's debts under any bankruptcy, insolvency, regulatory, supervisory, corporate, tax or similar law, or seeking the appointment of a trustee, receiver, liquidator, conservator, administrator, insolvency officer or other similar officials with respect to the Client or any substantial part of the Client's assets, or the Client takes any corporate steps to authorize any of the foregoing;

(vii) Any representation or warranty given by the Client proves to have been or becomes untrue, false or misleading in any material respect;

(viii) Any regulator of the business of FXLINK Corporation requires us to take any of the actions under Section 10.2, or

(ix) FXLINK Corporation reasonably considers that any of the circumstances set out in points (i)-(viii) above are likely to occur, then, we may exercise all or any of its rights under Section 10.2. Each of the circumstances contemplated in this Section 10.1 shall be referred to as an "Event of Default".

10.2 Upon the occurrence of an Event of Default FXLINK Corporation may, in its absolute discretion and without notice to the Client:

(i) Close, combine or consolidate any or all of the open Contracts of the Client (in whole or in part) at such time or times and at such Price or Prices as are reasonably determined by FXLINK Corporation, retain any sum owed by the Client to FXLINK Corporation and exercise its rights of set-off under Section 7.6 (provided that this will not limit the cases where FXLINK Corporation may exercise its rights of set-off under this Agreement);

(ii) Consolidate all or any of the Accounts and close or suspend any or all of such Accounts; (iii)

Refuse to accept any further Order from the Client and/or terminate this Agreement

(provided that this will not limit the cases where FXLINK Corporation may exercise such rights under this Agreement);

(iv) Enter into any transaction, at such rate and at such time as is necessary to enable FXLINK Corporation to meet the obligations incurred under a Contract entered into by the Client hereunder; and/or

(v) Treat any or all of the Contracts as having been repudiated by the Client, in which event the obligations of FXLINK Corporation under such Contracts will be canceled and terminated.

10.3 Upon the occurrence of an Event of Default, FXLINK Corporation may exercise all or any of its rights under Section 10.2 as it sees fit with a view to protecting its interests and without being accountable to the Client for any adverse consequences on the Client of its exercising such rights. FXLINK Corporation shall not lose any of its rights under Section 10.2 if the exercise of such rights is delayed for any reason. The rights of FXLINK Corporation under Section 10.2 shall be in addition to any other right and remedy FXLINK Corporation may have under applicable law. FXLINK Corporation shall



endeavor to notify the Client of all actions and steps taken pursuant to its rights under Section 10.2 as soon as reasonably practicable.

11. FORCE MAJEURE AND HEDGING EVENTS

11.1 Any events beyond the control of FXLINK Corporation will be deemed as “Force Majeure Events” including, without limitation, the following:

- (i) Any breakdown or failure of any transmission or communication system or equipment or computer facility or trading software, whether belonging to FXLINK Corporation, the Client, any market or any settlement or clearing system occurs;
- (ii) FXLINK Corporation is unable to maintain an orderly market, in respect of one or more of the Underlying, as a result of the occurrence of any act, omission or event (including, but not limited to, any circumstances beyond the control of FXLINK Corporation such as strike, riot, war, terrorism, civil unrest or failure of power to supply, communications or other infrastructure); and
- (iii) Any underlying market or Underlying is subject to or affected by, suspension, closure, liquidation, abandonment, the imposition of limits or special or unusual terms, or excessive movement, volatility or loss of liquidity.

11.2 If any Force Majeure Event arises, FXLINK Corporation shall not be liable to the Client for any failure, hindrance or delay in performing its obligations under this Agreement for the duration of the Force Majeure Event or for taking or omitting to take any action set out in this Section 14.2 below. FXLINK Corporation may additionally, at its reasonable discretion and without prejudice to any other rights:

- (i) Alter normal trading times;
- (ii) Modify Margin requirements (which may result in the Client being required to provide additional Margins);
- (iii) Depart or derogate from this Agreement or any Contract entered into insofar as it is impractical or impossible for FXLINK Corporation to comply with its obligations;
- (iv) Close any or all open Contracts and/or cancel Orders or instructions as FXLINK Corporation reasonably deems to be appropriate in the circumstances; and (v) Take or omit to take all such other actions as FXLINK Corporation reasonably deems to be appropriate in the circumstances having regard to the position of FXLINK Corporation, the Client or other customers. FXLINK Corporation shall inform the Client as soon as reasonably practicable if it determines that a Force Majeure Event exists or has existed.

11.3 A “Hedging Event” shall be deemed to occur, in respect of any Contract entered into hereunder, if FXLINK Corporation is unable or where it is impractical for us, after using reasonable efforts, to acquire, establish, re-establish, substitute, maintain, unwind, or dispose of any transaction or asset we deem necessary or appropriate to hedge its price risk relating to the Contract. If FXLINK Corporation determines, in its reasonable opinion, that a Hedging Event exists in relation to any open Contract, FXLINK Corporation may (without prejudice to any other rights and in its sole discretion), close the relevant Contract as it deems to be appropriate in the circumstances.

12. MISCELLANEOUS



12.1 Severability: If at any time any provision of this Agreement becomes illegal, invalid or unenforceable under applicable law, the legality, validity, and enforceability of the other provisions of this Agreement shall not be affected thereby.

12.2 Entire Agreement: This Agreement, together with any Appendices and any Contract Notes, Difference Accounts and other Reports sent by FXLINK Corporation to the Client in respect of each Contract contemplated by this Agreement and the Account(s), forms the entire agreement between FXLINK Corporation and the Client in relation to the FX and CFD activities of FXLINK Corporation. This Agreement supersedes all prior oral or written representations, arrangements, understandings and/or agreements between the Client and FXLINK Corporation in relation to the FX and CFD activities of FXLINK Corporation (including any agreement between the Client and any third party which has been assigned to FXLINK Corporation, if any). FXLINK Corporation has not made (and the Client may not rely on) any representation; arrangement, understanding or agreement not expressly referred to or set out in this Agreement.

12.3 Rights and Remedies: The rights and remedies set forth in this Agreement are cumulative and not exclusive of any other rights and remedies provided for by applicable law. FXLINK Corporation is under no obligation to exercise any rights and remedies in a manner or at a time beneficial to the Client.

12.4 Delay, Omission and Waiver: No delay or omission on the part of FXLINK Corporation in exercising any right, power or remedy provided by law or under this Agreement, or any partial or defective exercise thereof, may (a) impair or prevent any further or other exercise of such right, power or remedy, or (b) operate as a waiver of such right, power or remedy. No waiver or relaxation of any right, power or remedy relating to any term of this Agreement or breach thereof may (unless expressly agreed in writing by the waiving party) be construed as a waiver or relaxation of rights, powers or remedies relating to the same term or a future breach thereof or as authorizing a continuation of a particular breach.

12.5 Records: The records of FXLINK Corporation, unless proved to be wrong, shall be proper evidence of the Client's dealings with FXLINK Corporation under this Agreement. The Client shall not object to the admission of such records as evidence in legal proceedings because the records are not originals, are not in writing or are documents produced by a computer. The Client shall not rely on FXLINK Corporation to comply with its recordkeeping obligations although the records of FXLINK Corporation may be made available to the Client on request, in the absolute discretion of FXLINK Corporation.

12.6 Third Party Rights

No provision of this Agreement is intended to be enforceable by any person who is not a party to this Agreement.

12.7 Notices and Communications

12.7.1. Any notice or other communication is given or made under or in connection with the matters contemplated under this Agreement shall, except where oral communication is expressly provided for, be in writing and shall be sent to the address below: (i) Where FXLINK Corporation is the intended recipient: Exchange Square, 14th Fl, St 106, Wat Phnom, Daun Penh, Phnom Penh, Cambodia. E-mail address: Dealing-related communications to backoffice@FXLINK Corporation.com. (ii) Where the Client is the intended recipient: the address, the telephone, the facsimile numbers and the e-mail address the Client provided to FXLINK Corporation for this purpose on the Application Form

12.7.2 Any such notice shall be deemed (in absence of evidence to the contrary) to have been received:



(i) If delivered personally or by hand, at the time of delivery; (ii) If

posted, within five (5) business days after posting;

(iii) If verbal, by telephone, when actually given;

(iv) If by leaving a message on a telephone answering machine or voice mail, when the message was left;

(v) If sent by facsimile, upon receiving confirmation of its transmission; and

(vi) If sent by electronic mail, when the message is sent unless a “not sent” message or “not received” message is received from the sender’s electronic mail provider.

12.7.3 The Client may change the address, facsimile number and e-mail address indicated above to which we will send any notice or communication relating to this Agreement and FXLINK Corporation may change the contact details indicated above, provided that in either case the change will be effective on the date specified in the relevant notice (subject to Section 12.7.2).

12.7.4 The Client irrevocably authorizes FXLINK Corporation to communicate with the Client by letter, e-mail, facsimile or telephone to discuss matters in relation to the Account, at any time whatsoever unless specifically requested otherwise in writing by the Client.

12.8 Indemnity and Limitation of Liability

12.8.1 Without prejudice to any other provisions contained in these terms for indemnifying FXLINK Corporation, the Client will indemnify, and keep indemnified, FXLINK Corporation and any of the FXLINK Corporation employees, officers and directors (each, for the purposes of this clause an “Indemnified Person”) against all present, future, contingent or other costs, expenses (including reasonable legal expenses), damages, liabilities and losses which such Indemnified Person may suffer or incur in connection with or arising out of these terms and any Transaction effected on the Client’s instructions. The Client will not be required to indemnify any Indemnified Person to the extent that any such costs, expenses, damages, liabilities, and losses result directly from the bad faith, willful default, fraud or negligence of the Indemnified Person.

12.8.2 In no circumstances will FXLINK Corporation or its employees, officers or directors be liable, whether in contract, tort (including negligence) or otherwise, for any consequential, indirect or incidental losses, or special or punitive damages, however, they arise, even if advised of the possibility of such damages or losses.

12.8.3 FXLINK Corporation accepts no responsibility or liability for any breaches which the Client may incur with respect to any restrictions to which the Client or its principal may be subject, regardless of whether FXLINK Corporation has been provided with prior notice of such investment restrictions.

12.8.4 FXLINK Corporation shall not be liable to the Client for the solvency of, or loss caused by the actions or omissions of a third party including any nominee, custodian, bank, Platform Service Provider or other third party appointed by FXLINK Corporation in good faith. In case of insolvency of the third party and depending on the laws of the jurisdiction of such third party, the Client acknowledges and accepts to bear the risk that the relevant assets may be lost.

12.8.5 If a claim is made by or against FXLINK Corporation, its employees, officers or directors against or by any third party in connection with these terms or the Services provided under them, the Client will provide FXLINK Corporation and/or its employees, officers or directors with such assistance, documents and information in such form as may reasonably requested.

12.8.6 FXLINK Corporation shall not be liable to the Client for any partial or non-performance of the obligations hereunder by reason of any cause beyond its reasonable control, including without limitation any breakdown, delay, malfunction or failure of transmission, communication or computer facilities, industrial action, act of terrorism, act of God, acts and regulations of any governmental or supranational bodies or authorities or the failure by the relevant intermediate broker or agent, agent or principal, custodian, sub-custodian, dealer, exchange, clearinghouse or regulatory or self-regulatory organization, for any reason, to perform its obligations.

12.8.7 Where FXLINK Corporation offers to its Clients the opportunity to use and/or benefit from third-party services in any way they deem appropriate, accepting and carrying NO RESPONSIBILITY and NO LIABILITY as to the content provided by the third party nor as to the consequences of the use of the service. The Client uses any of the third-party services and/or the information provided by third party services for marketing and/or otherwise, upon its sole discretion and responsibility, undertaking all liability deriving from the use of the third-party service. To that extent, Clients are encouraged to seek advice and/or training prior to using the services or information provided making sure he fully understands the financial instruments, technical terms and descriptions provided.

12.9 Confidentiality

12.9.1 FXLINK Corporation will not disclose to the Client any fact, matter or thing in the below but not limited to these circumstances:

- (a) if any disclosure would or might be a breach of duty of confidence to any other person;
- (b) which comes to the notice of an officer, employee or agent FXLINK Corporation or of any associate, but which does not come to the actual notice of the individuals or individual dealing with or for the Client.

12.9.2 FXLINK Corporation undertakes to keep all information it receives in connection with these terms private and confidential, even when the Client is no longer a client. Such information will not be disclosed to any person except to the extent that:

- (a) the Client gives its prior consent, which need not be in written form;
- (b) FXLINK Corporation is required to disclose the information by and to any regulated market of which FXLINK Corporation or affiliate company is engaged in for and on the Client's behalf or are members of, the police, or any other regulatory authority or Court having jurisdiction over FXLINK Corporation;
- (c) when the disclosure is done in compliance with any Applicable Provisions or in compliance with a court order;
- (d) when the disclosure is done as part of legal proceedings;
- (e) when the disclosure is done in the public interest or is necessary for the purposes of a legitimate interest pursued by FXLINK Corporation;
- (f) when an Act of Insolvency commences against the Client.

12.9.3 Under the Applicable Provisions, FXLINK Corporation may be obliged to make information about certain transactions public or report transactions. The Client agrees and acknowledges that any and all proprietary rights in such transaction information are owned FXLINK Corporation and the Client waives any duty of confidentiality attaching to the information which FXLINK Corporation discloses.

12.9.4. FXLINK Corporation and/or other persons acting on its behalf may record communications (including e-mail, instant messaging, facsimile, telephone and other electronic communications) with the



Client or the Client's agent(s) for quality control and security purposes, as a record of the Client's orders, instructions and related matters and in order to comply (and monitor compliance) with the Applicable Provisions, these terms and any applicable policies and procedures.

12.9.5 These records shall be prima facie evidence of any orders or communications monitored or recorded and the Client agrees that such records shall be admissible as such in any legal proceedings. Furthermore, the Client confirms that it will not use, file, or cite as a reason for objecting to the admission of FXLINK Corporation's records as evidence in any legal proceedings either that records are not originals, are not in writing or are documents produced by a computer.

12.9.6 FXLINK Corporation will retain records in accordance with its operational procedures which may change from time to time in its absolute discretion. The Client shall not rely upon FXLINK Corporation to comply with the Client's recordkeeping obligations and that the Client should keep adequate records in accordance with any applicable law and regulations to which the Client is subject.

12.10 Governing Law and Jurisdiction

12.10.1 These terms and all schedules herewith (including for the avoidance of doubt the provisions of the Investment Services Agreement and the Appendices forming part thereof) and all non-contractual obligations arising in any way whatsoever out of or in connection with are governed by and shall be governed, construed and take effect in accordance with the Laws of Cambodia.

12.10.2 To the extent that the Client may be entitled in any jurisdiction to claim for itself or its property or assets, immunity in respect of the Client's obligations under these terms from service of process, jurisdiction, suit, judgment, execution, attachment (whether before judgment in aid of execution or otherwise) or legal process to the extent that in any such jurisdiction there may be attributed to the Client or the Client's property or assets such immunity (whether or not claimed), the Client hereby waives such immunity to the fullest extent permitted by the laws of such jurisdiction.

12.10.3 The rights and remedies of FXLINK Corporation and the Client under these terms are cumulative and do not (save as expressly provided in these terms) exclude any rights or remedies provided by law. No failure to exercise or delay in exercising the same shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further or other exercises thereof.

13. CLIENTS WILL BE CHARGED AN INACTIVITY FEE OF \$50 IF CLIENT ACCOUNT HAS BEEN INACTIVE FOR 12 MONTHS.

Trading in currencies involves an extremely high degree of risk. Investors can and frequently do lose all or part of the money.

They deposit. Please read, understand and carefully consider the risk disclosure statement before making a decision to trade currencies or CFDS.