



AMEGA

Terms of Use

Effective December 5, 2022

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Omega Markets LLC is a company registered at Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St Vincent and the Grenadines, incorporated under the registered number 1080 LLC 2021.

1. General

- 1.1. The website is operated and owned by Amega Markets LLC (hereinafter referred to as the “Company”), a financial services company registered at Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines, incorporated under the registered number 1080 LLC 2021.
- 1.2. This agreement (hereinafter referred to as the “Agreement” establishes and regulates all relationships between Amega Markets LLC and every person who successfully completed the Account Opening Procedure and opened an account (hereinafter referred to as “Client”). You accept the Agreement during the process of opening an Account with the Company. By accepting the Agreement, you enter into a legally binding agreement with the Company. If you do not agree to be bound by the terms and conditions of this Agreement, then you should not use or access the Company’s services and inform the Company in writing immediately.
- 1.3. As this Agreement is a distance contract, under which signing the Agreement is not required and the Agreement has the same judicial power and rights as a regular signed one. In case where you wish to receive a printed copy of this Agreement, duly signed and stamped by the Company, you must send two (2) signed copies of this Agreement to the Company, stating your postal address and a countersigned copy will be sent back to that address.
- 1.4. In addition you acknowledge that you have reviewed and accepted the following legal documents that can be found on the Company’s website.

Definitions

- **'Access data'** shall mean the Username and Password given by the Company to the Client for accessing the Company's electronic systems.
- **'Alter Transactions'** shall mean any modification to the Client's account Margin by way of Deposit or Withdrawal, or the modification of the transaction open/close rate, commissions, charges, open/close times, profit or loss, or any other parameters of a transaction.
- **'Application Form'** or 'Client Account Opening Questionnaire' shall mean the application form/questionnaire completed by the Client online in order to apply for the Company's Services under this Agreement, via which the Company will obtain amongst other things information for the Client's identification and due diligence, his categorization and appropriateness in accordance with the Applicable Regulations.
- **'Ask'** shall mean the higher price in Quote at which the Client may buy.
- **'Balance'** shall mean the total financial result in the Client Account after the last Completed Transaction and depositing/withdrawal operation at any period of time.
- **'Base Currency'** shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.
- **'Bid'** shall mean the lower price in a Quote at which the Client may sell.
- **'Business Day'** shall mean any day, other than a Saturday or a Sunday or any other international holidays to be announced on the Company's site.
- **'CFD'** shall mean a contract for difference. A financial instrument, which is derived, based on the fluctuation in the price of the underlying asset.

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- **'Client'** shall mean any person who successfully registers an Account with the Company, through the Company's website and that Account is successfully verified by the Company.
 - **'Client Account'** shall mean the exclusive personalised account of the Client consisting of all Completed Transactions, Open Positions and Orders in the Company's Online Trading System, the balance of the Client's money and deposit/withdrawal transactions of the Client's money.
 - **'Closed Position'** shall mean the opposite of an Open Position.
 - **'Company's Online Trading System'** shall mean the Software used by the Company which includes the aggregate of its computer devices, software, databases, telecommunication hardware, a trading platform, all programs and technical facilities providing real-time Quotes, making it possible for the Client to obtain information of Underlying Markets in real time, making it possible for the Client to obtain information of Underlying Markets in real time, make technical analysis on the markets, enter into Transactions, place/delete/modify Orders, receive notices from the Company and keep record of Transactions and calculating all mutual obligations between the Client and the Company. The Company's Online Trading System consists of the Server and the Client Terminal.
 - **'Trading Conditions'** shall mean the principal trading terms in CFDs (for example these may include Margin, Spread, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, Normal Market Size, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, ticket fees for Sap Free Client Accounts, Company Costs, charges, minimum deposit requirements for different types of Client Accounts etc.) for each type of CFD and/or type of Client Account as determined by the Company from time to time in its discretion. The Trading Conditions appear on the website of the Company.

- **'Currency Pair'** shall mean the object or Underlying Asset of a CFD Transaction based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the Quote Currency and the Base Currency) and shows how much of the Quote currency is needed to purchase one unit of the Base Currency.
- **'Equity'** shall mean the Balance plus or minus any floating profit or loss that derives from an open position and shall be calculated as: $\text{Equity} = \text{Balance} + \text{Floating Profit} - \text{Floating Loss}$.
- **'Error Quote' or 'Spike'** shall mean an error Quote having the following characteristics:
 - a. A significant Price Gap
 - b. In a short period of time the price rebounds with a Price Gap
 - c. Before it appears there have been no rapid price movements
 - d. Before and immediately after it appears that no important macroeconomic indicators and/or corporate reports are released.
- **'Floating Profit/Loss'** shall mean current profit/loss on Open Positions calculated at the current Quotes (added any commissions or fees if applicable).
- **'Free Margin'** shall mean the amount of funds available in the Client Account, which may be used to open a position or maintain an Open Position. Free Margin shall be calculated as: $\text{Equity less (minus) Used Margin}$ (Free Margin = Equity - Used Margin).
- **'Hedge' or 'Hedging'** shall mean any trade which is executed and has the intent or effect of reducing the risk of adverse price movements in another trade.

- **'Illegal Activity'** shall mean illegal, unlawful, fraudulent, money laundering or other improper activities, as well as breaking into the Site, or attempting to do the same.
- **'Internet Latency'** shall mean any kind of delay that happens in data communication over a network.
- **'KYC Process'** shall mean any 'Know Your Client' process required to be made by the Company under the Prevention and Suppression of Money Laundering and Terrorist Financing Laws of 2007-2019, as amended, and all Applicable Regulations, and which are designed to identify the Client, verify the identity of the Client, perform background checks on the Client, construct an economic profile of the Client and assess the appropriateness of the Services to the Client.
- **'Leverage'** shall mean a ratio in respect of Transaction Size and Initial Margin. For example, 1:100 ratio means that in order to open a position, the Initial Margin is one hundred times less than the Transaction's size.
- **'Long Position'** shall mean a buy position that appreciates in value if Underlying Market prices increase. For example, in respect of Currency Pairs: buying the Base Currency against the Quote Currency.
- **'Lot'** shall mean a unit measuring the Transaction amount specified for each Underlying Asset of a CFD.
- **'Lot Size'** shall mean the number Underlying Assets in one Lot.
- **'Margin'** shall mean the necessary guarantee funds so as to open or maintain Open Positions for each type of CFD.
- **'Margin Call'** shall mean the situation when the Company informs the Client to deposit additional margin. This shall take place in case the Client does not have enough margin to open new positions or maintain existing positions open.

- **'Margin Level'** shall mean the percentage of Equity to Necessary Margin ratio. It is often expressed in percentage. It is calculated as: $\text{Margin Level} = (\text{Equity}/\text{Used Margin}) \times 100$.
- **'Margin Trading'** shall mean Leverage trading when the Client may take Transactions having less funds on the Client Account in comparison with the Transaction Size.
- **'Necessary Margin'** shall mean the necessary margin required by the company to maintain Open Positions for each type of CFD.
- **'Normal Market Size'** shall mean the maximum number of units of the Underlying Asset that are transmitted by the Company for execution for each type of CFD.
- **'Open Position'** shall mean any position, which has not been closed, a long position or a short position, which is not a completed transaction.
- **'Order'** shall mean an instruction from the Client to the Company to open or close a position when the price reaches the Order level.
- **'Order Level'** shall mean the price indicated in the Order.
- **'Parties'** shall mean the parties to this Terms of Use - the Company and the Client.
- **'Pip Hunting'** shall mean the situation when the Client opens a position and closes it in a very short time.
- **'Politically Exposed Persons; PEP'** shall mean:
 - ❖ A natural person who is or who has been entrusted with prominent public functions in any country, an immediate close relative of such person as well as a person known to be a close associate of such person; Provided that, for the purpose of the present definition, 'prominent public function' means any of the following public functions:

- a. Heads of State, heads of government, ministers and deputy or assistant ministers
- b. Members of parliament or of similar legislative boards
- c. Members of the governing boards of political parties
- d. Members of supreme courts, of constitutional courts or of other high-level judicial boards, the decisions of which are not subject to further appeal, except in exceptional circumstances
- e. Members of courts of auditors or of the boards of central banks
- f. Ambassadors and high ranking officers in the armed forces
- g. Members of the administrative, management or supervisory Boards of State-owned enterprises
- h. Directors, deputy directors and members of the board or equivalent function of an international organisation.
- i. Mayor

Provided that no public function referred to in points (a) to (i) shall be understood as covering middle-ranking or more junior officials.

Provided furthermore that 'close relatives of a politically exposed person' includes the following:

- a. The spouse, or a person considered to be equivalent to a spouse, of a politically exposed person
- b. The children and their spouses, or persons considered to be equivalent to a spouse, of a politically exposed person

c. The parents of a politically exposed person

Provided even furthermore that 'persons known to be close associates of a politically exposed person' means natural person:

- a. Who is known to have joint beneficial ownership of legal entities or legal arrangements, or any other close business relations, with politically exposed persons.
 - b. Who has sole beneficial ownership of a legal entity or legal arrangement which is known to have been set up for the de facto benefit of a politically exposed person.
- **'Price Gap'** shall mean the current Quote Bid is higher than the Ask of the previous Quote or the current Quote Ask is lower than the Bid of the previous Quote.
 - **'Quote'** shall mean the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.
 - **'Quote Currency'** shall mean the second currency in the Currency Pair, which can be bought or sold by the Client for the Base Currency.
 - **'Request'** shall mean a request from the Client to the Company given to obtain a Quote. Such a request does not constitute an obligation to make a Transaction.
 - **'Scalping'** shall mean the form of trading strategy through which the Client, either solely acting or acting with others (internally by using other trading accounts held with the Company or by sharing the same IP address, or externally by using other trading accounts held with other brokers), performs and/or tries to perform numerous transactions within a very short time (for example up to three minutes), hedging positions (partially or fully) by holding open positions on the opposite side of a trade, or by holding a position in a spot asset and the opposite position in the future of that asset, or buying at Bid price and selling at

Ask price so as to gain the Bid/Ask difference, or in general a trading activity pattern that indicates that the Client aims to benefit financially without being genuinely interested in trading in the markets and/or taking any market risk.

- **'Short Position'** shall mean a sell position that appreciates in value if underlying market prices fall.
- **'Slippage'** shall mean the difference between the expected price of a Transaction in a CFD, and the price the Transaction is executed at. Slippage often occurs during periods of higher volatility (for example due to news or events) making an Order at a specific price impossible to execute, when market orders are used, and also when large orders are executed when there may not be enough interest at the desired price level to maintain the expected price of trade.
- **'Spread'** shall mean the difference between Ask and Bid of an Underlying Asset in a CFD at that same moment.
- **'Swap'** or **'Rollover'** shall mean the interest added or deducted for holding a position open overnight and is considered as additional fees. Swaps or Rollovers shall also include other fees or adjustments induced by corporate actions, such as cash dividends and/or other adjustments that might affect the underlying position of CFDs.
- **'Trailing Stop'** shall mean a stop-loss order set at a level below the market price for a long position and above the market price for a short position. The trailing stop price is adjusted as the price fluctuates. As the market price changes in traders favour, the stop price changes by the trail amount, but if the price changes against the trader, the stop loss price does not change, and a market order is submitted when the stop price is hit.
- **'Transaction'** shall mean any CFD transaction transmitted for execution on behalf of the Client, or entered into with the Client, or executed on behalf of the Client under this Agreement.

- **'We', 'Our', 'Us'** shall mean the Company, its subsidiaries, affiliates, employees, directors, officers, agents, suppliers, consultants and/or contractors
- **'You' or 'Your' or 'the Client'** shall mean any user of the Site who registers and opens an account.

Capitalised terms not specifically defined in this paragraph shall have the meaning awarded to them in the body of this Agreement.

Capitalised terms not specifically defined herein shall have the meaning awarded to them in the relevant document incorporated in this Agreement by reference.

References to this Agreement shall be to this Agreement together with all documents incorporated by reference to this Agreement forming an integral part of the same.

2. Use of the trading platform

- 2.1. This website is operated and owned by Amega Markets LLC (hereinafter referred to as the "Company"), a financial services company registered at Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines, incorporated under the registered number 1080 LLC 2021.
- 2.2. This Agreement and all transactions are subject to the applicable regulations so that, nothing in this Agreement shall exclude or restrict any obligation which we have to you under applicable regulations. We may take or omit to take any action we consider necessary to ensure compliance with any applicable regulations, all applicable regulations and whatever we do or fail to do in order to comply with them will be binding on you, and such actions that we take or fail to take for the purpose of compliance with any applicable regulations shall not render us or any of our directors, officers or employees liable.
- 2.3. If a regulatory body takes any action, which affects a transaction, then it is the Company's reasonable discretion to consider it desirable to

correspond with such action or to mitigate any loss incurred because of such action. Any such action shall be binding on you. If a regulatory body makes an enquiry in respect of any of your transactions, you agree to cooperate with us and to supply promptly any information requested in regards to the enquiry, if required.

- 2.4. The Client will be notified in advance about all the changes made in this Agreement. Any such amendments will also apply to positions opened and to orders placed prior to that date but shall in any event become effective within five (5) days from the published notification. If the Client continues to use the services of the Company after this term, then it shall be deemed that the Client expressly consents to the changes made. For the avoidance of any doubt, it is advised that the Client regularly checks this Agreement.
- 2.5. Using the Services is permitted solely to you if you comply with all the following:
 - a. On the date of registration, you are eighteen (18) years old or of legal age as determined by the laws of your country (whichever is higher).
 - b. You are the owner of a valid payment method (or authorised to use a valid payment method by the owner of that valid payment method) and
 - c. You do not violate any law or regulation because of using the services. In this context, it is stressed, that if you reside or are present in any jurisdiction that prohibits using the Services offered at the Site, you shall not participate in the prohibited activity.
- 2.6. The Client should take into consideration the fact that Forex and CFD trading might be considered illegal in some countries. The Company does not give any legal advice regarding the matter of legality of its services within the country of the Client's residence. The Company may refuse to provide its services to Clients from countries that consider them as illegal. However, its website will still be available. In this context, it should be stressed out that if the Client resides or is present

in a jurisdiction that prohibits the use of the services offered on the website, the Client shall not participate in the prohibited activity. The Company might not target specific jurisdictions, but it offers services on a cross-border basis, while not having 'physical presence' and following a 'reverse enquiry'.

- 2.7. You represent, warrant and agree to ensure that your use of the website and/or the services will comply with all applicable laws, statutes and regulations. The offering or availability of the services shall not be deemed or interpreted as an offer or invitation by us to use the services, if you reside in a place in which such use is currently forbidden by law, or where the Company, in its sole discretion, elects not to offer services. You shall be solely responsible for determining whether your use of the site and/or services is legal in the place where you live and/or use the website and/or services. We make no representations or warranties, expressed or implied, concerning the legality of the services and/or of the website and/or of any person's participation in the services through this site, and shall not be responsible for any illegal use of the site by you. It is your responsibility to ensure that you comply with all laws applicable to you before registering or participating in any of the services through this website. You should consult with legal counsel in the applicable jurisdiction about the legality of your use of the website and/or the Services.
- 2.8. We reserve any and all rights to the Trading Platform not expressly granted to you by this Agreement. The Trading Platform is licensed to you by us and not sold to you. The Trading Platform, all copies and any derivative works thereof (by whoever created), the associated goodwill, copyrights, trademarks, logos, know-how, patents and any intellectual property rights, are and shall remain owned solely by the Company or our licensors. Except for the licence expressly granted to you under this paragraph, no other licence, right, or interest in any goodwill, trademark, copyright, logo, know-how, patent, service mark or other intellectual property right in the Trading Platform or any part of derivative work thereof is granted or conveyed to you.

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- 2.9. The Trading Platform may be required to be shut down in order for maintenance works to be performed. This shall only be done on weekends, and during this time the Trading Platform will be inaccessible.
- 2.10. We make no express or implied representation or warranty:
- a. That the Trading Platform will be available for access all the time, or at any time on a continuous uninterrupted basis (access to the Trading Platform may be affected, for example by routine maintenance, repairs, reconfigurations or upgrades).
 - b. As to the operation, quality or functionality of the Trading Platform.
 - c. That the Trading Platform will be free of errors or defects and
 - d. That the Trading Platform is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to your data or other property. We will not be liable for any data lost or any equipment or software replaced by you as a result of use of the Trading Platform.
- 2.11. You agree not to use the Company's trading platform for any fraudulent activities, such as price manipulation or internationally cause trading platform malfunctions in order to get profit.
- 2.12. The Client must notify the Company about all occurrences of receiving wrong market data on the Trading Platform, failing to execute a trading order or false order execution, which the Client did not make.
- 2.13. The Company's official language is the English language, and the Client should always read and refer to the main website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English is for information purposes only and does not bind the Company or have any legal effect whatsoever. The Company has no responsibility or liability regarding the correctness of the information therein.

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- 2.14. The Company reserves the right, at its discretion, at any time to withdraw the whole or any part of the Services on a temporary or permanent basis and the Client agrees that the Company will have no obligation to inform the Client of the reason.

3. Client information and account opening procedure

- 3.1. In the event that we accept you as our Client, you shall open a Trading Account in your name which will allow you to place orders on our Trading Platform.
- 3.2. The Client agrees to provide identification details that are reliable and accurate at the moment of the registration.
- 3.3. In order to use the Trading Platform and our Services, you must register with us by providing personal information, including identity documents, as registration data. It is understood that we are not required to accept a person as our client until all registration data and other information/documentation we request has been received, properly and fully completed by such person and all internal Company checks have been duly satisfied. It is further understood that we reserve the right to impose additional due diligence requirements to accept certain clients or continue the provision of services to certain clients. The Client hereby acknowledges and agrees that the Company retains the right to block his/her/their Trading Account(s) if the Client fails to provide the Company with the requested information/documentation required for the performance of AML checks and verifications.
- 3.4. The Company successfully opens an Account for a person, provided that he has been accepted by the Company as a Client.
- 3.5. Client Identification Procedure:
- a. Individual Clients are required to provide:

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- **Proof of Identification (POI):** both sides and clear colored copy of Passport, Driving License or National ID Card
 - **Proof of Address (POR):** a full clear page colored copy of a recent utility bill, bank statement or any other local authority bill. Your POR must include your full name and residential address and must be issued within the last six (6) months.
- b. Legal Identities are required to provide:
- The Legal Entity Identifier (LEI)
 - Certificate of Incorporation
 - Certificate of good standing of the legal entity, if any (not older than 6 months)
 - Certificate of registered address
 - Certificate of Directors and Secretary
 - Certificate of registered shareholders*
 - Memorandum and Articles of Association
 - Resolution of the BoD stating that the Company intends to open an account with the Company and assigning a person as the representative of the legal person to operate the account
 - KYC for the verification of the identity of the person(s) authorised to operate the account and a Power of Attorney if the said person is not a director of the company
 - Copies of its latest financial statements and/or copies of its latest management accounts (if available) and/or a Company's declaration containing the company's assets (including current assets), liabilities, share capital and reserves as well as the company's turnover. The said

declaration should be signed by a managing director or a company's representative holding a relevant Power of Attorney

- In cases where the registered shareholders act as nominees of the beneficial owners, a copy of the trust deed/agreement concluded between the nominee shareholders and beneficial owners has been agreed

* For the verification of the Legal Identity's Director(s)/Authorised Representative/Shareholder (owning more than 25%), the below documents shall be submitted:

- Passport/National ID/Driving License or any other document issued by an independent and reliable source that carries a photo
- A recent utility bill dated within the last six (6) months, current local authority tax bill, recent bank statement.

If any of the Directors/Shareholders is a corporate entity, the applicant should submit the Entity's incorporation documents as stated above and verification of the directors and shareholders.

Notes:

- All of the above mentioned documents stated in the criteria of accepting new clients, should be in English or translated into English
- The Legal Entity's documentation must be recent and original or certified as true copies of the original documents
- As an additional due diligence measure, the Company may do research and obtain information from the Registrar of Companies' records or from the equivalent authority in the legal person's country of incorporation
- Documents with minor differences to the above which do not alter the meaning (equivalent documents) are acceptable.

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- 3.6. You agree that you are responsible for the usage of all trading strategies, trades and analytical reports and the Company is not responsible for any of your actions.
 - 3.7. You agree to provide to the Company your personal information (name, address of residence, date of birth, etc) for the purpose of opening a trading account and you agree as well to provide further details, which might be needed. These details are used for verification to secure our clients' financial transactions.
 - 3.8. You are the owner of a valid payment method (or authorised to use a valid payment method by the owner of that method).
 - 3.9. You agree to use the Company's services by your own free will, exclusively on your own name and confirm that your actions do not have fraudulent intent.
 - 3.10. You agree that data of your interaction with the Company will be saved and may be used in case of dispute situation between you and the Company or authorities and as per clause 13 of this Agreement. You give consent of your data usage in order to optimise your interactions with the Company (to inform you about important changes in the Company's structure) and as per clause 13 of this Agreement.
 - 3.11. You will be aware that the Company may refuse to provide you one or more services in case it interferes with the Company's interest.
 - 3.12. The Client's deposit(s) shall be originated from a bank account (or through other means that are linked to a bank account (e.g. credit card), that is in the name of the client, in such case, the Company shall be able to verify the account holder. The first time deposit (FTD) of the client shall originate from an EU bank or a bank licenced within an equivalent AML jurisdiction (for third countries).
 - 3.13. The Client is required to provide copies of any credit or debit cards used to fund the trading account immediately after the transactions have been made.

4. Account credentials and client's consent

- 4.1. You are responsible for ensuring that your account credentials remain confidential and for taking such other precautions as may be necessary to ensure they cannot be used by any person other than you or your authorised representative and making sure that a third party is not provided access to your computer.
- 4.2. You are responsible for notifying us immediately if you become aware that your Account Credentials have in any way been breached.
- 4.3. If we believe that there is likely to be a breach of security, we may acquire you to change your Account Credentials or suspend your access to the Trading Platform.
- 4.4. You are responsible for ensuring that you solely control the access to your Account Credentials, and that no minor or other person is granted access to the Trading Platform using your Account Credentials. You acknowledge that you are ultimately and solely responsible for all actions on the Trading Platform through your Registration Data including any unauthorised disclosure of your Account Credentials.
- 4.5. The Company notifies you that all trading orders and financial transactions that were initiated with your credential details will be considered as your orders and transactions made by you.
- 4.6. If we are informed from a reliable source that your Account Credentials may have been received by unauthorised third parties, we may, at our discretion without having an obligation to you, deactivate your account. In such an event, we shall duly inform you of the actions taken from our side.
- 4.7. You acknowledge and agree that we bear no responsibility if unauthorised third parties gain access to information, including but not limited to electronic communications, personal data, and account information when the above are transmitted between the parties or any other party, using the internet or other network communication facilities.

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- 4.8. You shall indemnify, defend and hold us harmless from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorised use of the Trading Platform through your Account Credentials.
 - 4.9. You confirm that the funds, which are used for trading through the Company's services, belong to you and are free from taxation.
 - 4.10. You are obliged to act on your own name and should not represent the interests of any other third party. The only exception is the case when there are proper documents that entitle one to act on behalf of another person and those documents must meet the Company's requirements.
 - 4.11. You confirm that by the moment of signing this Agreement you have reached the legal age and you are capable of trading.
 - 4.12. You agree that any trades carried out shall be done through the Company's Trading Platform.
 - 4.13. You are the sole responsible person for your trading activity and for any investment decision and shall not treat any information as investment advice or recommendation. Any material provided shall be used only for educational and informational purposes and shall not be considered as investment nor trading advice. No information provided by the Company shall be deemed as an assurance or guarantee on the expected results of any transaction.
 - 4.14. If you choose to install any third party software or follow instructions or indications from third parties (trading signals, copy traders, expert advisors etc), the Company shall not be held responsible for any losses incurred, or any malfunctions, delays, inaccuracies due to the abovementioned.

5. Client's declaration

- 5.1. The Client unreservedly acknowledges and agrees that:
 - a. Trading in CFDs is not suitable for all members of the public and the Client runs a great risk of incurring losses and damages

because of trading in CFDs and accepts and declares that he/she is willing to take this risk. The damages may include loss of all his/her money and also any additional commissions and other expenses.

- b. CFDs carry a high degree of risk. The gearing or leverage often obtainable in CFDs means that a small deposit can lead to large losses as well as gains. It also means that a relatively small movement can lead to a proportionately larger movement in value of the Client's investment and this can work against him as well as for him. CFD transactions have a contingent liability and the Client should be aware of the implications of this in particular the margin requirements.
- c. Will only invest in assets that he can afford to lose without having to change his standards of living and the Client will cease trading if his financial situation no longer permits it.
- d. Trading on an Online Trading System carries risks
- e. When trading in CFDs, the client is trading on the outcome of the price of the Underlying Asset and that trading does not occur on a Regulated Market, Multilateral Trading Facility or any other similar organisation but Over The Counter (OTC).

5.2. The Client declares and confirms that:

- a. He has read all information available, regarding the Company, its services, Terms of Use and other legal documents relevant to the Company's activities and services, any applicable costs and charges and denotes his acceptance with all relevant information.
- b. He accepts the use of mass-emails by the Company as a way of communication, however it is noted that the Client shall have the option to unsubscribe/state that he wishes to be removed from the Company's contact list. It shall be stated that mass-emails might contain important information, announcements, informative material, changes on the fees.

- c. The Company's execution venues are OTC
- d. He agrees to communicate with the Company in a durable medium other than on paper, including electronic means like email or via the Company's official website.

6. Company's liability

- 6.1. The Company cannot be held liable for any unauthorised access by third parties to the Client's personal information or leakages during data transmissions towards the Company's representatives through the internet.
- 6.2. The Company cannot be liable for any electricity malfunctions, which may lead to inadequacy in the Trading Platform performance and/or for any losses or damages that may arise because of technical failure which may result in any part of the trading cycle.
- 6.3. The Company is not responsible for damages that the Client may suffer as a result of incorrect market data transmissions, technical problems and other malfunctions, network overloads, computer viruses etc. The Client should understand that in case of any technical failure he/she may have limited access to the Trading Platform. The Company may notify the Client in advance if it will be necessary to temporarily suspend his/her access to the Trading Platform because of the above-mentioned reasons.
- 6.4. The Company reserves the right to terminate the Client's access to the Trading Platform in its sole discretion in cases this measure is required. Such cases include the following:
 - a. The Client violates the conditions of the present Agreement and does not fulfill his/her obligations
 - b. There is a problem with the Internet connection or the electricity supply of the Trading Platform
 - c. There is a need to protect the Client's interests because of his/her personal details security threat.

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- 6.5. The Company has the right to cancel a transaction with Forex and CFD buying or selling if the contract has been made at a price that does not reflect fair market value. In this case, the Company will inform the Client about any mistakes regarding the trade price and will cancel the Client's trade. If deemed necessary, the Company may restrict the volume of the Client's trades or impose other restrictions.
 - 6.6. The Company will not be under any obligation to provide to the Client any legal, tax or other advice relating to any Transaction.
 - 6.7. The Company will perform the Client's transactions in good faith and with proper due diligence but shall not be held liable for any Client's omission or fraud. The Company is not liable for any losses that have been caused by the Client's trading activities.
 - 6.8. In the event that the Company incurs losses and damages that arise from the Client's actions, then the Client is liable to reimburse the Company.
 - 6.9. The Company is not liable for any losses that arise from the Client's trading activities that were based on failed market data, unless the Client notifies the Company about this fact.
 - 6.10. The Company cannot be held liable for any of the following:
 - a. Company's system errors
 - b. Quote delays
 - c. Internet viruses
 - d. Illegal trading terminal usage
 - e. Actions of the clearing institutions or others that regulate financial institutions
 - f. Transactions made via the Client's terminal
 - g. Any failure by the Company to comply with any of its obligations under this Agreement because of Force Majeure Event or any other cause beyond its control

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- h. Acts, omissions or negligence of any third party
 - i. Any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data
 - j. All orders given through and under the Client's Access Data
 - k. Unauthorised third persons having access to information, including but not limited to electronic access, personal information and access data when the above are transmitted between the Parties or any other party, using the internet or any other network communication facilities
 - l. A delay transmitting any order for execution
 - m. Currency risk
 - n. Slippage
 - o. Any of the risks related to Forex and CFD trading
 - p. Any changes in the rates of tax
 - q. Any actions or representations of the Introducer
- 6.11. The Company is not liable for closing a trade. It is the Client's responsibility to do so.
- 6.12. The Company cannot be held responsible for any situations that are not described in this Agreement and it cannot be considered as fraud from the Company's side.
- 6.13. The Client understands and accepts that the use of the platform shall not be done in an abusive way by lag trading and/or usage of server latency, price manipulation, time manipulation and any similar practices. In such a case, the Company shall have the right, if applicable, to reverse all Client's trades and close any or all of his trading accounts.

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- 6.14. In cases where the Client transfers his access codes to any unauthorised third party, the Company reserves the right, at its discretion, to terminate the Client's access to the Company's electronic systems. In such cases the Company may close any or all trading accounts and limit/restrict access to the Client's trading account.
- 6.15. You will indemnify and hold us harmless against any direct and/or indirect claims, liabilities, damages, losses, costs and expenses arising from your breach of this Agreement and/or your use of the site and/or the services.
- 6.16. The Company shall make commercially reasonable efforts to prevent any malfunctioning in the Site's activity. However, in any event of a technical failure (or any other error) in the Site's systems for any reason whatsoever, the Company will be entitled to cancel your participation in any of the Services, concerning which the malfunctioning has occurred. In such an event, our responsibility and liability will be limited only to the participation fee sum that was paid by you for participating in such Services, and your account will be credited accordingly.
- 6.17. The Company reserves the right to limit, refuse or cancel any trade made by you or through your account, as well as cancel any trade (regardless of whether such cancellation was due to actions on your part or of any third party), where the Company believes that any act of fraud or any other act of bad faith has been taken against the Company or any third party; in which case you will only be entitled to receive the participation fee sum that was paid by you for participating in such trade and your account will be credited accordingly.

7. Charges

- 7.1. Prior to entering into any transactions with the Company, please ensure that you have considered any and all applicable charges such as Spread(s), commission(s) and swap(s), which are available on the Website. It is your responsibility to ask for further clarifications should you require so. Any applicable charges shall be instantly deducted from

your Trading Account(s). For your convenience, you may find all costs and associated charges and how you may pay for them on our website.

- 7.2. Certain types of Costs may appear as a percentage of the value of the CFD; therefore the Client has the responsibility to understand how Costs are calculated.
- 7.3. The Company may vary its costs from time to time. The Company will send a Written Notice to the Client informing them of any changes, before they come into effect. The variation will take effect from the date which the Company specifies in its notification to the Client. The Company will endeavour to provide the Client with at least five business days notice of such alteration save where such alteration is based on a change in interest rates or tax treatment, or it is otherwise impractical for the Company to do so.
- 7.4. Swaps are calculated based on charges the Company has from its Liquidity Providers. All CFDs conducted with the Company relate to open-ended margin products that require funding on a daily basis.
- 7.5. When trading future contracts, it is important to note that each contract has an expiration date, on which trading on the specific contract is terminated. Also, when close to expiry, a new contract will be added to the server, and the previous will be set to close only mode until the expiration. Once a future contract expires, trading will no longer be available, including closing positions manually from the trading platform. If you have any open positions remaining once expiry date has passed, all open positions and orders are automatically closed by the Company with the last available price on the MT5 server. Open positions and orders will not automatically be rolled over on the next future contracts.
- 7.6. The Company has the right to stop providing prices for specific currency pairs and settlement dates at any moment without prior notice to the Client. When the Company quotes a price, market conditions may move before the time when the Client's order will be executed. Such movement may be in the Client's favour or against it.

- 7.7. Prior to opening an account with the Company, the Client needs to consider any applicable charges such as spread(s), mark-up(s), commission(s) and swap(s). The Client is solely responsible for requiring clarifications from the Company in relation to the above, if necessary. The Client may review all applicable charges, prior to entering into an agreement with the Company as well as at all times, on our Website.
- 7.8. The Client should know that not all charges are represented in monetary terms and may appear, for example, in pips; therefore, the Client needs to ensure that he/she understands the cost that the pip amounts to.

8. Deposit and withdrawals

- 8.1. The Client may deposit funds into his Trading Account at any time during the course of this Agreement. Deposits will be accepted by bank transfer, swift, e-wallet, debit/credit card or any other method of electronic money transfer acceptable by the company from time to time. The Company shall credit the Client's Trading Account within one business day after the amount is cleared into the Company's bank account with that relevant amount. The relevant amount will be net of any transfer fees or other charges incurred by the Company that are imposed by the Institution that holds the funds.
- 8.2. The Company will not accept third party or anonymous payments of funds.
- 8.3. The Client accepts that the Funds shall be deposited in his/her trading account only if the Company is satisfied that the sender of the Funds is the Client or his/her authorised representative if the Company is not satisfied as to the above then the Company has the right to reject the Funds and return them to the remitter net of any transfer fees or other charges incurred by the Company, using the same transfer method as the one through which it originally received the Funds.

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- 8.4. The Company shall proceed with the withdrawals of Client funds upon the Company receives the relevant request from the Client in the method accepted by the Company.
 - 8.5. Once the Company receives an instruction from the Client to withdraw funds from the Client's Account, the Company shall process the request on the same day, or the next working day if the Client's request is received outside the normal business hours, the 'cut off time'. If the request is received after 'the cut off time', the withdrawal usually will be processed the next business day but no later than the next two business days, provided that the following requirements are met:
 - a. The withdrawal request includes all necessary information
 - b. The request is to make a withdrawal from your trading account
 - c. The request is to make a transfer to the originating account (whether that is a bank account, a payment system provider etc)
 - d. The account where the transfer is to be made, belongs to the Client
 - e. At the moment of payment, the Client's balance exceeds the amount specified in the withdrawal request including all payment charges, if any
 - f. There is no Force Majeure event which prohibits the Company from effecting the withdrawal
 - g. The Client is fully verified according to the Verification guidelines.
 - 8.6. When the withdrawal request is processed, the transferring amount reduces the balance of the Client's account. Should the balance fall below the margin level, this will trigger a margin call and subsequently a stop out, which can in turn lead to partial or full closure of your open trades.

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- 8.7. The Client may withdraw from his/her own account any available amount that is not involved in trades and not held to meet the margin requirement without closing the account.
 - 8.8. The Client acknowledges and agrees that the Company will be entitled to cancel suspicious withdrawal requests and/or request additional information/documents. It is agreed that if the Client fails to provide the Company with the requested information within one (1) week from the day the request was made, the Company will be entitled to cancel the withdrawal request.
 - 8.9. The Client acknowledges that the bank transfer might take up to seven (7) working days. The Company shall not be liable for any delay that folds beyond the Company's control.
 - 8.10. Any fees that are charged by the bank or the payment systems due to funds transferring from the Client's trading account to his/her bank account or to any other PSP, will be paid by the Client. The Client is liable for correctness of provided payment details.
 - 8.11. The Client agrees that the funds will be credited to his/her bank account with fee deduction that has been paid to the bank or any other payment system the Client used.
 - 8.12. The Company may hold Client's money and the money of other Clients in the same bank account (omnibus account).
 - 8.13. The Company may deposit Client's money with a third party for collateral/margin purposes.
 - 8.14. The third party to whom the Company will pass money may hold it in an omnibus account and it may not be possible to separate it from the Client's money, or the third party's money.
 - 8.15. Profit or loss is deposited/withdrawn from the Client's Trading Account once the transaction is closed.

9. Trading conditions

- 9.1. The Client accepts and understands that the Company reserves the right, in its discretion, to terminate or limit his access to the Company's Online Trading System or part if the Company suspects that he/she is allowed such use.
- 9.2. The Client puts an order with the price that he or she can see in the Trading Platform and when the trade is opened then the execution will start. The price in the Client's order may differ from the current market price because of the high market volatility or by delays caused by failures in the Internet Connection between the Client and Company servers. The Client must make a trade in his/her own name or entitle somebody else to act on his/her behalf. The latter needs notarised power of attorney and other required documents.
- 9.3. A trading order can be put and executed/deleted only during the Company's trading hours; however, this order will remain valid during the next trading hours' timeframe.
- 9.4. The Company can change the list of assets that are available for the Client to open Forex and/or CFD trades.
- 9.5. If deemed necessary, the Company may impose limitations on the number of open positions by a Client or impose other limitations, for example limitation on the maximum amount per order and/or control of the Trading Platform in order to identify the Client while he/she makes a trade. If these limitations are imposed, the Company will notify the Client in advance about such changes.
- 9.6. Confirmations for all transactions that have been executed in the Client's trading account will be available via the Client's online account through the Trading Platform as soon as the transaction is executed. It is the Client's responsibility to notify the Company, within two (2) business days, if any confirmations are incorrect.
- 9.7. Each position opened by you, and any Transaction completed will be binding on you notwithstanding that by opening the Position you may have exceeded any credit or other limit applicable to you or in respect of your dealings with us. It is noted however that the Company applies a Negative Balance Protection Policy pursuant to which, you may not lose more than the amount deposited in your account. In the event that

a Position is closed at such price causing your equity to fall below zero, the Company shall waive its right to receive the balance from you and nullify the trading account balance back to zero.

- 9.8. The Client agrees and understands that Orders shall be executed as follows:
- a. Spot/Forward or CFD Transactions shall be executed at the price in effect on the Company's trading platform at the time the relevant Order is placed, provided that the Company reserves the right to send the Client a re-quote, or reject the Order including but not limited to situations of high market volatility, and any other circumstances that the Company deems that to be necessary according to the Order Execution Policy, available at any time to the Company's website and as an appendix to this Agreement.
 - b. The Client acknowledges and agrees that the Company is under no obligation to quote any specific price, which is quoted in a specific Financial Market.
 - c. The Profit or Loss in any Forex and CFD Transaction will be: (i) the last traded price at or prior to the closing of the Position, (ii) less the last traded price at or prior to the opening of the Position, (iii) plus or minus (as the case may be) any spread that the Company may apply when such a Position is opened and closed, (iv) times the volume of the Position. The Client acknowledges that it is the Client's responsibility to make itself aware of the price of the Financial Instrument and of any spread or commission that the Company may apply when opening and/or closing a Position.
 - d. The Price of the Expiring Transaction will be the last traded price at or prior to the Closing Time, plus or minus (as the case may be) any spread, fee, interest adjustment or commission that the Company may apply when such an Expiring Transaction is closed.
- 9.9. The Client acknowledges that it is the Client's responsibility to make itself aware of the Closing Time and of any spread and/or Commission that the Company may apply when closing and Expiring Transaction. Closing times for CFDs offered by the Company are available on the website.

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- 9.10. If at any time trading on a relevant financial market or trading in a certain underlying asset is suspended, the Company shall suspend the trading in the CFD transactions based on such Underlying Asset and calculate the value of the CFD with reference to the last traded price before the time of suspension, as reasonably determined by the Company. In the event that the previously mentioned suspension continues for five (5) business days, the Company may decide, at its sole and absolute discretion, a closing time and price of the relevant CFD. During the term of a CFD Transaction whose market is suspended, the Company shall have the right to terminate the CFD Transaction at its discretion, and to amend or vary the margin requirements.
- 9.11. Under certain trading conditions, it may be impossible to execute Stop Loss Orders, Take Profit Order, Buy Stop Orders, Sell Stop Orders or other limit Orders on any financial instrument at the declared price. In such a case, the Company has the right at its sole discretion to execute such Orders or change the opening (closing) price of the transaction at the first available price. This may occur, for example, at times of a rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted. Or this may occur if the trading session starts within moments, so as a result, placing a Stop Loss order will not necessarily limit the Client's losses to the intended amounts, because market conditions may make it impossible to execute such an Order at the stipulated price.
- 9.12. The Company has the right at its sole discretion to increase or decrease spreads on Financial Instruments depending on market conditions and Client's profile. The Client acknowledges that events such as changes in the Financial Markets, news, announcements, political and economic events or periods of low liquidity may result in wider spreads. The Client acknowledges and agrees that Spreads indications on the Company's website are indicative only and in no way binding. Spreads may widen at any time and without prior notice and that there is no limit to how wide Spreads may be.
- 9.13. Trading conditions may differ from client to client based on the risk profile of a particular client and their trading activity.

10. Margin and leverage requirements

- 10.1. By entering into this Agreement, the Client acknowledges and agrees that he/she understands the concepts of Leverage and Margin, as these are defined in the definitions above.
- 10.2. The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as the Company, at its sole discretion, may determine at any time under the Trading Conditions for each type of CFD.
- 10.3. If at any time, the Equity falls below a certain percentage of the necessary margin, the Company has the right to close any or all of the Client's Open Positions without the Client's consent or any prior written notice to him/her. In order to determine if the Client has breached this paragraph, any sums referred to therein which are not denominated in the Currency of the Client Account shall be treated as if they were denominated in the Currency of the Client Account by converting them into the Currency of the Client Account at the relevant exchange rate for spot dealings in the foreign exchange market.
- 10.4. The Client has the responsibility to notify the Company as soon as he believes that he will be unable to meet a Margin payment when due. Should the Client fail to meet a Margin Call, the Company has the right to close part or all of the Client's open positions.
- 10.5. Trading on leveraged capital, means that you can make trades with values that are significantly higher than the funds you actually invest, which only serve as the Margin. High Leverage can significantly increase the potential return, but equally it can also significantly increase potential losses.
- 10.6. The Company may restrict the default and/or any selected leverage ratios at any time and without notice in the following scenarios:
 - a. If it considers this to be in the Client's best interest
 - b. If this is required under the Applicable Laws and Regulations, or

- c. The Company, at its entire discretion, considers it necessary having regard to prevailing or expected market conditions and volatility.

11. Transactions, lien, netting and set-off

- 11.1. The Client agrees to be fully liable for the management of every transaction that was made under his/her account through the Company's trading terminal.
- 11.2. Clients can review their account statements through a feature in their online trading platform. Any confirmation of the account balance or completed transactions shall be final, unless the Client has any objection in relation to such account balance statement or completed transactions. Any objections should be communicated in writing and received by the Company within five (5) working days from the moment of any Account Statement or transactions receipt.
- 11.3. The Client understands and accepts that he must not conduct any abusive trading techniques such as but not limited to placing of 'Buy Stop' or 'Sell Stop' orders before the release of any financial data, Arbitrage, System or Platform Manipulation. In such cases, the Company reserves the right to reverse/cancel part or all of Client's transactions and/or terminate any contractual relationship.
- 11.4. The Company shall have a general lien on all Client's money held by the Company or its Associates or its nominees on the Client's behalf until the satisfaction of the Client's obligations.
- 11.5. If the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then the Company may determine that the mutual obligations to make payment are set-off and cancel each other.
- 11.6. The Company has the right to combine all or any Client Accounts opened in the Client name and to consolidate the balances in such accounts and to set-off balances.

12. Amendment and termination of agreement

- 12.1. This Agreement becomes effective when the Client makes the first deposit to his/her trading account and the Company sends to the Client written confirmation that indicates money acceptance.
- 12.2. The Client can only accept this Agreement digitally. It shall be valid for an indefinite time until its cancellation from either party.
- 12.3. The Company reserves the right to amend the Agreement at any given time and it shall notify the Client of the relevant amendments giving to the Client at least five (5) business days written notice prior to such changes.
- 12.4. Each party may terminate this Agreement with immediate effect by giving at least fourteen (14) business days written notice to the other party.
- 12.5. Upon termination of this Agreement, all amounts payable by the Client to the Company will become immediately due and payable including (but not limited to):
 - a. All outstanding costs and any other amounts payable to the Company
 - b. Funds as necessary to close positions which have already been opened
 - c. Any dealing expenses incurred by terminating the Agreement and charges incurred for transferring the Client's investments to another investment firm
 - d. Any losses and expenses realised in closing out any transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf
 - e. Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of this Agreement

- f. Any damages which arose during the arrangement or settlement of pending obligations
 - g. Transfer fees for Client funds
 - h. Any other pending obligations of the Client under this Agreement
- 12.6. Upon termination of this Agreement, the Company reserves the right to without prior notice to the Client:
- a. Keep Client's funds as necessary to pay the Company all amounts due
 - b. Combine any Client Accounts of the Client, consolidate the balances in such client accounts and to set off those balances
 - c. Close the client account
 - d. Cease to grant the Client access to the Company's Online Trading System
 - e. Convert any currency
 - f. Suspend or freeze or close any open positions or reject orders
- 12.7. You may ask at any time to close your account by sending an email to the Company's Support Department at support@amegafx.com and you will be contacted accordingly in order to facilitate such request.

13. Personal data, confidentiality, recording of telephone calls and record keeping

- 13.1. For the purposes of providing Services to the Client, the Company needs to collect Client's data directly from the Client or from third parties such as credit reference agencies, fraud prevention agencies and public registers.

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- 13.2. The Company will process personal data provided by the Client in connection with the provision of the Services in accordance with the General Data Protection (GDPR) (EU) 2016/679 and any local legislation in force from time to time in respect of the processing of the personal data (the 'Data Protection Laws'). For the purpose of the Data Protection Laws, the Company is considered to be the Controller of the personal data it collects and processes. Please refer to the Privacy Policy on our website for more information on how we process data.
- 13.3. Unless as stated otherwise, words and phrases in this section shall have the meaning given under the General Data Protection Regulation 2016/679. By accepting these terms and conditions, the Client acknowledges and agrees that the Company shall collect and process personal data provided by the Client in connection with the Services offered by the Company and for the purpose of its legal obligations. The Company may share Client's personal data with third parties in order to provide to the Client with the Services and improve Company's products and services, but it will not be used for any other purpose other than in connection with the provision of the services and for marketing purposes, provided that a prior consent has been obtained by the Client. When the Company shares personal information of the Clients, it is always acting in line with Data Protection Laws and the Company's Privacy Policy. The Company will not disclose Client's personal data to any third party without the Client's prior consent and/or without having a legal basis to do so.
- 13.4. The Company is obliged not to disclose to a third party any Client's information or his/her personal details without the Client's consent or in cases where the Company is permitted or required to do so for example where disclosure of personal data is required by the Law or needed to guarantee security of Client's transactions.
- 13.5. The Company has the right to disclose Client's personal information including recording and documents of a confidential nature in the following circumstances:
- a. Where required by law or a competent Court

- b. Where requested by any regulatory authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients
- c. To relevant authorities to investigate or prevent fraud, money laundering or other illegal activity
- d. To execution venues or any third party as necessary to carry out Client transactions for credit checking, fraud prevention, anti-money laundering purposes, identification, or due diligence of the Client
- e. To the Company's professional advisors provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality
- f. To other service providers who create, maintain or process databases (whether electronic or not) offer record keeping services, email transmission services, messaging services or similar services, email transmission services, or similar services which aim to assist the Company to collect, store, process and use Client's information or to get in touch with the Client or improve the provision of the services of this Agreement
- g. To data reporting service providers
- h. To other service providers for statistical purposes in order to improve the Company's marketing, in such a case the data will be provided in an aggregate form
- i. Where necessary and in order for the Company to defend or exercise its legal rights
- j. At the Client's request or with the Client's consent
- k. To an affiliate of the Company
- l. To a nominee, third party, depository, authorised organisation

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- 13.6. If the Client is an individual, the Company is obliged to supply to the Client, on request, with a copy of personal data which it holds about the Client (if any).
 - 13.7. By entering into this Agreement, the Client will be consenting to the transmittal of the Client's personal data outside the European Economic Area, according to the provisions of the Data Protection Laws. It is the sole responsibility of the Client to ensure that the Company keeps an updated record of his personal data. The Client shall ask for the Company to amend/remove any inaccurate or non-valid data.
 - 13.8. Telephone and electronic communication between the Client and the company are recorded and the recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the orders/instructions/requests.
 - 13.9. The Company has the right to use the data as it deems appropriate, and the Client acknowledges that the copies of transcripts of such recordings and electronic communication may be delivered to any regulatory authority.
 - 13.10. The records of all electronic and telephone communications are available to the Clients and shall be provided upon request.
 - 13.11. Under Applicable Regulations, the Company will keep records containing Client's personal data, trading information, account opening documents, communications and anything else which relates to the Client at least five (5) years after the termination of the Terms of Use.
 - 13.12. Prior to the disclosure of any information, the Company shall inform the recipient of the confidential nature of such information. The Company may disclose Client's data to any other company within the group.
 - 13.13. The Client acknowledges and agrees that the Company may collect, generate, receive, transfer, disclose, retain, process and store materials, data, information and content relating to the Client, or its principals, affiliates, shareholders, partners, trustees, beneficiaries, directors,

officers, employees and agents (the 'Data') and that such Data may be transferred, disclosed, stored, processed and maintained by the Company electronically on servers or in hard copy or original format, in a number of different jurisdictions, including both in and outside St. Vincent and the Grenadines and/or any other jurisdiction where the Company has a presence or conducts business including jurisdictions which may have not equivalent data protection requirements. In this regard, the Client explicitly consents to the transfer, collection, generation, receipt, disclosure, retention, process and storage of all materials, data, information and content relating to the Client including (where relevant) with respect to any of its principals, affiliates, shareholders, partners, trustees, beneficiaries, directors, officers, employees and agents into and outside of any such jurisdictions.

- 13.14. The Company has the right to communicate with the Client via telephone and/or email in cases that a withdrawal request is taking place in order to ensure that the request took place from the owner of the account. The Company can follow this procedure only in cases that there was no communication between the Company and the Client for a period of one (1) month, meaning that the Company did not have any responses from the Client. The Company may not proceed with the withdrawal request if the request is not confirmed by the owner of the account/client.
- 13.15. During and after accepting this Client Agreement, the Company has the right and it is required by the Law, to collect, process, disclose, keep and use Client's Personal Data. Personal Data will not be in further processing than deemed necessary.
- 13.16. If the communication between the Client and the Company's representatives is carried out through telephone, then the Company has the right to record the conversation without any warning signal.
- 13.17. We may provide copies of such records to regulatory authorities upon their request in order to comply with our regulatory obligations without your consent. The Client may request a copy of the recorded communication and the Company shall provide the Client with such communication following a written request from the Client.

14. Fatca

- 14.1. The Company, its Associates and service providers may collect, store and process information obtained from the Client or otherwise in connection with the Agreement and the Transactions for the purpose of complying with FATCA or other Applicable Laws, Rules and/or Regulations, including disclosures between themselves and to governmental authorities. The Client acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws, inside or outside the EEA. The Client shall ensure that, before it or anyone on its behalf discloses information relating to any third party to the Company, its Associates or service providers in connection with these Terms and Conditions or any Transactions that said third party has been provided with such information and given such consents or waivers as are necessary to allow the Company, its Associates and its or their agents and service providers to collect, store, process and disclose such information as described in this clause.
- 14.2. By accepting these Terms and Conditions, you authorise us to provide, directly or indirectly, to any relevant tax authority or any party authorised to audit or conduct a similar control of the Company for tax purposes information obtained from the Client or otherwise in connection with the Agreement and the Transactions and to disclose to such tax authorities any additional information that the Company may have in its possession that is relevant to your Account.

15. Common reporting standard (crs)

- 15.1. The CRS provides for the annual automatic exchange of financial account information between participating jurisdictions. Such financial institutions, one of which is the Company, need to submit the relevant information to their local tax authorities who will then forward it to the respective foreign tax authorities.

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- 15.2. For the above purposes, and similarly to FATCA, the Company, its Associates and service providers may collect, store and process information obtained from the Client or otherwise in connection with the Agreement and its Transactions for the purpose of complying with CRS or other Applicable Laws, Rules and/or Regulations, including disclosures between themselves and to governmental authorities. The Client acknowledges that this may include transfers of information to jurisdictions which do not have strict data protection, data privacy laws or banking secrecy laws, inside or outside of the EEA.
 - 15.3. By accepting these Terms and Conditions, you authorise us to provide, directly or indirectly, to any relevant tax authority or any party authorised to audit or conduct a similar control of the Company for tax purposes information obtained from the Client or otherwise in connection with the Agreement and the Transactions and to disclose to such tax authorities any additional information that the Company may have in its possession that is relevant to your Account.

16. Regulatory matters

- 16.1. Unless otherwise permitted by any Applicable Laws and Regulations, nothing in this Agreement shall be taken to exclude or restrict our obligations under the FSA Rules or any other Applicable Laws, Rules and/or Regulations.
- 16.2. We shall be entitled to take any action as we consider necessary, at our sole and absolute discretion, to ensure compliance with the FSA Rules or any other Applicable Laws, Rules and/or Regulations and such actions shall be binding on you and shall not render us or any of our Associates liable.
- 16.3. You hereby expressly acknowledge and agree that upon reasonable written notice from us, and at our first request, you will cooperate with the Financial Services Authority ("FSA") and any other relevant regulator in relation to the matters covered by this Agreement.

17. Event of default

17.1. Each of the following constitutes an Event of Default:

- a. The failure by the Client to verify his account during the designated period as prescribed by the Law or to submit any identification documentation and/or any other information as required from time to time.
- b. The failure of the Client to provide any initial Margin and/or Hedged Margin, or other amount due under this Agreement
- c. Where any representation or warranty made by the Client is/or becomes untrue
- d. The Client is unable to pay the Client's debts when they are due
- e. The Client dies or is declared absent or becomes of unsound mind
- f. Any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in the following paragraph
- g. The Client involves the Company in any type of fraud or illegality
- h. An action set out in the following paragraph is required by a competent regulatory authority or body or court
- i. In cases of material violation by the Client of the requirements established by legislation of St. Vincent and the Grenadines or other countries, such materiality determined in good faith by the Company
- j. If the Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities
- k. If the Company reasonably suspects that the Client performed abusive trading such as, but not limited to pip-hunting, placing

'buy stop' or 'sell stop' orders prior to the release of financial data, arbitrage, manipulations or a combination of faster/slower feeds.

- 17.2. If an Event of Default occurs, the Company may at its sole discretion, at any time and without prior written notice, take one or more of the following actions:
- a. Terminate this Agreement without notice which will give the Company the right to perform any or all of the actions mentioned in this Agreement
 - b. Close the Client Account
 - c. Cease to grant the Client Access to the Company's Online Trading System
 - d. Convert any currency
 - e. Suspend or freeze or close any open positions or reject Orders
 - f. Refuse to accept Client Orders
 - g. Refuse to open new Client Accounts for this Client
 - h. Change the trading conditions of the Client Account

18. Force majeure

- 18.1. A Force Majeure Event include without limitation any of the following:
- a. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis
 - b. Act of God: earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster
 - c. Labour dispute and lock-out

- d. Suspension of trading on a Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused the ban), decisions of state authorities, governing bodies of self-regulating organisations, decisions of governing bodies of organised trading platforms
 - e. A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental or supranational body or authority
 - f. Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or willful default of the company)
 - g. Any event, act or circumstances not reasonably expected within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default
 - h. The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event
- 18.2. If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under this Agreement), the Company may without prior notice and at any time take any or all of the following steps:
- a. Increase margin requirements without notice
 - b. Close out any or all open positions at such prices as the Company considers in good faith to be appropriate

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- c. Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them
 - d. Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the provision of the Company, the Client and other clients
 - e. Increase spreads
 - f. Decrease leverage
- 18.3. Except as expressly provided in this Agreement, the Company will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption or delay in performing its obligations under this Agreement where such failure, interruption or delay is due to a Force Majeure event.

19. Representations and warranties

- 19.1. You hereby represent and warrant that you have not been coerced, or otherwise persuaded to enter into the Agreement, nor have you entered into the Agreement based on any representation other than what is included herein.
- 19.2. Where you are an individual (i.e. natural person), you warrant that you are over eighteen (18) years of age at the moment of entering into this Agreement.
- 19.3. Where you are a legally incorporated entity (i.e. a legal person), you warrant that by entering into this Agreement, you will not be in breach of your own constitutional documents or any law from the jurisdiction where you are incorporated or any other jurisdiction under which you may operate.
- 19.4. Further, you warrant that you are aware of any requirements and implications, including but not limited to any restrictions or reporting

requirements set by your local jurisdiction as a result of entering into this Agreement. The Company shall not be liable for any requirements imposed to you by your local authorities, therefore you undertake to comply with any applicable requirements.

- 19.5. You represent and warrant that you have been provided with a warning that trading leveraged products involves a significant risk of loss, and that due to the speculative nature of trading, you should not invest more than you can afford to lose.
- 19.6. You also represent and warrant that the information you have provided us during your Account Opening Procedure accurately reflects your personal circumstances and you have not provided us with false or misleading information. Further, you warrant that should any information provided during the registration process become invalid, you will immediately notify us in writing of the change in your circumstances.
- 19.7. You further represent and warrant that you will not redistribute information concerning financial instruments, including, but not limited to pricing information and chart data on offer by the Company to any third party for commercial purposes.
- 19.8. You warrant and covenant that:
 - a. The funds you will use to trade with us belong to you and are free of any lien, charge, pledge or other encumbrance
 - b. The funds are not the direct or indirect proceeds of any illegal act or omission, not are the product of any criminal activity which constitutes a predicate offence under the Anti-Terrorism Act 2004 and the Securities Industry (Anti-Money Laundering and Countering the Financing of Terrorism) Rules 2015, or any other Anti-Money Laundering and Countering Financing of Terrorism Legislation
 - c. Unless you are entering into the agreement as a representative or trustee of a third-party and you provide us with the necessary information to satisfy our regulatory requirements, you are

acting in your own name and you are not acting in representation or in trust of a third party.

In case of credit/debit card fraud and/or any other fraud, the Company reserves the right to, at its sole discretion and without limitation to block your access to the trading platforms and to the Company directly, cancel any open positions or pending orders, seize any profits generated by such fraudulent activity and terminate this Agreement.

- 19.9. You warrant that any documents sent to us during your Account Opening Process, as well as throughout the duration of the Agreement, are valid and authentic. In the event that we believe, in our sole discretion, that any document is incorrect or invalid, we will request for alternative documentation. Failure from you to provide such documentation may lead us to take action as we deem necessary.

20. Confidentiality and waiver

- 20.1. The information which the Company holds about the Client is confidential and will not be used for any purpose other than in connection with the provision of the Services.
- 20.2. Information of a confidential nature will be treated as such provided that such information is not already in the public domain or in the legal possession of the Company and is not subject to an obligation of confidence or non-disclosure at the moment of its receipt by the Company.
- 20.3. You consent to us to process all such information for the purposes of performing under this Agreement and for the purpose of administering the relationship between you and us. You agree that we may share your personal information with third parties for these purposes and we may also use the information for analysis and improving our services in line with our Privacy Policy found on our website.
- 20.4. You agree not to use our confidential information for any purpose other than the purpose for which it is supplied to you under this Agreement

and agree not to divulge confidential information received from us to any third party, and to prevent its disclosure to or access by any third party without prior written consent except as may be required by law or regulatory authority.

- 20.5. You will use a reasonable degree of care to protect the confidential information. This obligation will survive the termination of this Agreement, in respect of a particular item of confidential information, until such earlier time as that item of confidential information reaches the public domain other than through your breach of this term.
- 20.6. Any communication by the Company is intended to be received by you only. You are therefore responsible for keeping communication confidential and private.

21. Complaints handling procedure

- 21.1. We aim to provide prompt, courteous, helpful, open and informative advice in response to every approach made by a Client. We are always keen to hear the views of our customers, particularly the general public, about our performance.
- 21.2. If any conflict situation arises when the Client reasonably believes that the Company as a result of any action or failure to act has breached one or more of the terms of the Client's Agreement, the Client has the right to lodge a complaint with the Company as soon as reasonably after the occurrence of the event.
- 21.3. All complaints must be reported to us, in writing, within three (3) business days from the occurrence of the event that gives rise to your complaint (for the purposes hereof, unless the context requires otherwise, 'Business Days' are Monday to Friday, excluding bank holidays in St. Vincent and the Grenadines). Failure to object within the above-mentioned time period of three (3) business days from the occurrence of the event that gives rise to your complaint, shall be deemed ratification by you of all actions undertaken by us prior to making your complaint.

- 21.4. If you wish to file a formal complaint, you must complete the online Complaints Form found on our website and send it via email at compliance@amegafx.com, along with the attachments of the documentation as outlined below.
- 21.5. The following information and documentation should, wherever possible, be obtained, recorded and provided to us as part of your formal complaint, in order to ensure that the complaint is expedited in the most efficient and fair manner:
- a. Account Number/User ID
 - b. Name of Client
 - c. Contact details (email, phone number, residential address)
 - d. Details of the Complaint (including time and date the matter leading to the complaint occurred, the representative(s) involved in the complaint)
 - e. Nature of the complaint
 - f. Remedies sought
 - g. Attachments of any documents or other material that may assist in the resolution of the complaint
- 21.6. Upon receipt of a formal complaint, we will provide you with a written acknowledgment within five (5) business days of receiving your formal complaint. The letter will confirm that we are taking the necessary steps to resolve the complaint and will contain details of the procedure.
- 21.7. We will attempt to resolve the matter within thirty (30) business days from the date we receive your complaint and we have all necessary documentation and/or information, or ten (10) business days after your acceptance or rejection of any offer of redress (where applicable), whichever comes first.

22. Miscellaneous clauses

- 22.1. The Client agrees that no information from the Company's side can be considered as a pressure to sign this Agreement.
- 22.2. If any provisions of this Agreement are not in compliance with the Law, then those shall not be executed while other provisions shall be kept valid and enforceable.
- 22.3. All actions from the Client's side must be done in accordance with the Law of the country where the Company has been registered.
- 22.4. Information about the Company's activities and business terms and conditions are freely available on the Company's website.
- 22.5. The Client has no rights on the Company's intellectual property or licence for content that is published on the Company's website. All pictures that are used on the Company's website are owned by the Company or used with copyright holder consent.
- 22.6. The Client is obliged not to disclose any information and materials that are Company's intellectual property without prior consent of the Company. All materials cannot be considered as free to distribute; they are protected with licence and any third party must receive the Company's permission.
- 22.7. When the Client illegally uses materials that are owned by the Company, then he/she is absolutely liable for damage that Company suffered from his/her actions. In case it comes to the Client's knowledge that third parties use materials that belong to the Company, then the Client should notify the Company about these facts.
- 22.8. The Client is not allowed to use the Company's brand.
- 22.9. The Company has the right to suspend the Client's Trading Account at any time for any good reason (including abnormal market conditions) with or without written notice to the Client.

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- 22.10. The Company reserves the right to suspend, close or unwind any Transaction which has resulted from any miss-configuration, technical error or if the Company suspect any fraud, manipulation, arbitrage or other forms of deceitful or fraudulent activity in a client's account or multiple accounts with the Company or otherwise related or connected to any and/or all Transactions. Under such circumstances, the Company shall be entitled to withdraw any profits and charge any costs which it deems, in its sole discretion, to have been inappropriately gained and shall not be liable for the cancellation of any transaction or profits or in the event of any damages or losses which may result from the suspension, closure or unwinding.
- 22.11. Where the Client comprises two or more persons, the liabilities and obligations under any agreement with the Company shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.
- 22.12. In the event of death or mental incapacity of any Account Holder/Client, all deceased/incapacitate Client's funds will be transferred to the Estate Administrator of the said Client, provided that the relevant court order/estate administrator authorisation is provided.