

1. Subject of the contract

- 1.1. This Agreement is entered into between loyaltyfxMarket Incorporated (hereinafter referred to as 'the Company') and the Customer (hereinafter referred to as 'the Customer') who submits the registration form at www.loyaltyfxmarket.com
- 1.2. The company is registered, regulated and governed by the law of Saint-Vincent and the Grenadines. Any kind of legal claim will be subject to court hearing. The company's legal address is Suite 305, Griffith Corporate Center, Beachmount, Kingstown, St. Vincent and the Grenadines.
- 1.3. This Agreement sets out the relationship between the Customer and the Company, including but not limited to: order execution, customer policies, payments and/or payouts, claims resolution, fraud prevention, communications and other aspects.
- 1.4. Any potential dispute arising between the Customer and the Company shall be settled on a contractual basis, unless otherwise stated.
- 1.5. By entering into the contract, the customer warrants that he is of legal age. If the Client is a legal entity, it warrants that the entity is competent and that no third party has the right to take any action, claim, demand, request, etc., in relation to the Client's Trading Account.
- 1.6. All operations on and connected with the Client's Trading Account shall be performed solely on the basis of this Agreement, unless otherwise stated.
- 1.7. The Customer has no right to absolve, in whole or in part, from its obligations under the Contract on the grounds that it is a distant contract.

2. Definition of Terms

- 2.1. 'Access Data' is all access logins and passwords relating to the Client's Trading Account(s), Personal Area, or any other data providing access to any other Company's services.
- 2.2. 'Ask' is the highest price of the quote at which the customer can open a 'Buy' order.
- 2.3. 'Autotrading software' is an Expert Advisor or a cBot, which is a piece of software that conducts trading operations automatically or semi-automatically without human intervention (with partial or accidental intervention).
- 2.4. The 'Balance' is the sum total of all orders (including deposits and withdrawals) that are closed, ie, closed in the Client's trading account at a given point in time.
- 2.5. The 'base currency' is the first currency in a currency pair.
- 2.6. 'Bid' is the lowest price of the quote at which the customer can open a 'Sell' order.
- 2.7. A 'Business Day' is any working day of the week from Monday to Friday excluding any official or non-official holiday declared by the Company.
- 2.8. The 'Client Terminal' is any other software in MetaTrader 4, MetaTrader 5 or all its versions, which is used by the Client to receive information from the financial markets in real time, perform a variety of market analysis and research, perform various orders, open, close This is done to modify, delete orders or to receive notifications from the Company.
- 2.9. The 'Company News Page' is the part of the Company's website where news is published.
- 2.10. The 'currency of the trading account' is the currency in which the trading account is described; All calculations and operations of the account are done in this currency.

- 2.11. A 'currency pair' is an object of transaction based on an upcoming change in the price of one currency relative to that of another.
- 2.12. 'Client Information' is any information that the Company receives from (or in other ways) a Client that relates to him, his trading account, etc.
- 2.13. The following is the definition of 'dispute':
 - 2.13.1. any dispute between Customer and Company, where Customer has reason to believe that Company has breached one or more of the terms of the Agreement as a result of an action or failure to act, or
 - 2.13.2. any dispute between the Customer and the Company, where the Company has reason to believe that the Customer has breached one or more of the terms of the Agreement as a result of an action or failure to act,
- 2.14. 'Energy' is Spot West Texas Intermediate Crude Oil, Spot Brent Crude Oil or United States Natural Gas.
- 2.15. 'Floating profit/loss' is the current profit/loss of an open position calculated at the current price.
- 2.16. 'Unexpected event' is any of the following events:
 - 2.16.1. any act, event, or incident (including, without limitation, any strike, riot or civil nuisance, terroristic event, war, catastrophic disaster, accident, fire, flood, storm, electronic, communication equipment or supplier's failure, interruption of power supply, civil unrest, statutory provision, lockout) which, in the reasonable opinion of the Company, prevents the Company from maintaining an orderly market for one or more instruments.
 - 2.16.2. The suspension, bankruptcy or closure of any market, the involuntary termination or failure of any program by which the Company determines its quotes, the application of limits on trading in any such market or event, or the application of special or unusual conditions .
- 2.17. 'Free Margin' is the amount in a client's account that can be used to open a position. The free margin is calculated in the following way:
 - $\text{Free Margin} = \text{Equity} - \text{Required Margin}$
- 2.18. 'IB' is the customer whose application for IB status submitted through the Company's website was accepted by the Company.
- 2.19. An 'index CFD' is a contract for difference that deals with the price movement of the underlying stock index.
- 2.20. An 'indicative quote' or an indicative quote is a price or quote at which the Company has no right to accept or execute any orders or to make any modifications to the orders.
- 2.21. The 'opening margin' is the margin required to open a position. This can be seen in the trader's calculator.
- 2.22. 'Instruction' is an instruction from the Customer to open or close a position or to open, modify or delete an order, ie to remove it.
- 2.23. An 'Instrument' is any currency pair, metal, energy or index CFD. It may also be referred to as a 'trading instrument' or a 'trading tool'.
- 2.24. 'Leverage' is the indirect or virtual credit ie credit extended by the company to the customer. For example, a leverage of 1:500 means that the initial margin for the client will be 500 times the transaction size.
- 2.25. A 'long position' is a buy order, which means to buy a base currency against a quote currency.

- 2.26. A 'lot' is 100,000 units of the base currency, 1000 barrels of crude oil or any other number of contracts or troy oz as defined in the contract's specifications.
- 2.27. The 'lot size' is the number of units of a base currency or troy ounce of a precious metal as defined in the specifications of the contract.
- 2.28. 'Margin' is the amount of money required for each instrument to maintain the open positions set out in the specifications of the contract.
- 2.29. 'Margin level' is the ratio of equity and required margin. It is calculated as follows:
 - $\text{Margin Level} = (\text{Equity} / \text{Margin Required}) * 100\%$.
- 2.30. 'Margin trading' is leveraged trading, in which a client can trade a small amount of money on the trading account compared to the size of the transaction.
- 2.31. An 'open position' is a long position or a short position that has not yet been closed.
- 2.32. An 'Order' is an instruction given by the Client to the Company asking the Client to open or close a position when the price reaches the order level.
- 2.33. The 'Order Level' is the price indicated in the order.
- 2.34. The 'Personal Area' is a personal profile created by the Company for the Customer within the Services of the Company. The Personal Area is for the Client's personal use only and allows the Client to manage his personal information and all trading account settings.
- 2.35. The 'precious metal' is spot gold or spot silver.
- 2.36. 'Price Gap' has the following meanings:
 - 2.36.1. The current bid price is higher than the ask price of the previous quote, or
 - 2.36.2. The current ask price is less than the bid price of the previous quote.
- 2.37. 'Quote' is the current price information for a specific instrument in the form of Bid and Ask prices.
- 2.38. A 'quote currency' is the second currency of a currency pair, which can be bought or sold by the customer for the base currency.
- 2.39. 'Rate' has the following meanings:
 - 2.39.1. For currency pair: The value of the base currency relative to the quote currency
 - 2.39.2. For precious metals: The cost of one troy ounce of precious metal against the US dollar or any other currency (if available) for this instrument
 - 2.39.3. For energy: The cost of one barrel of energy for this instrument against the US dollar or any other currency (if available)
 - 2.39.4. For Index CFDs: The price of one contract against the currency of the country concerned.
- 2.40. The 'Required Margin' is the margin required by the company to maintain the open positions.

- 2.41. 'Risk Disclosure' is a risk disclosure document.
- 2.42. A 'separated account' is a bank account where customers' money is kept separate from company money, as the regulations require.
- 2.43. 'Services' is any service provided by the Company to the Customer.
- 2.44. A 'short position' is a sell position, ie selling the base currency against the quote currency.
- 2.45. The difference between the ask and bid prices is called the 'spread'.
- 2.46. The 'Trading Account' is the Client's personal account with the Company, in which the Client can execute orders, make transactions, deposits, withdrawals, etc.
- 2.47. The 'Trading Platform' is an environment of the Company's complete software and hardware, which provides real-time quotes, allowing to open, modify, delete or execute orders. The Trading Platform also calculates all mutual obligations between the Client and the Company.
- 2.48. The lot size is multiplied by the number of lots to get the 'transaction size'.
- 2.49. www.octafx.com is the 'Website' of the Company.

3. Services

- 3.1. As per the contract, the Company shall provide the following services to the Customer:
 - 3.1.1. Receive and transmit trading orders to the Client or execute trading orders using the trading instruments provided.
- 3.2. The Company's services include the MetaTrader 4 and MetaTrader 5 software packs, technical analysis tools, and any third party services provided in conjunction with the Company's services.
- 3.3. The Company may carry out transactions with the Client under the Agreement using the Trading Instruments specified on the Company's website www.octafx.com.
- 3.4. The Company shall undertake all transactions with the Customer on a performance basis only. The Company reserves the right to execute a transaction even if a transaction is not suitable for the Customer. The Company undertakes no obligation to monitor or advise the Client on the status of any transaction, create margin calls, or close any Client's open positions, unless otherwise agreed .
- 3.5. The Company shall not have the right to provide investment advice or express its opinion in order to encourage the Client to enter into a particular transaction.
- 3.6. The Company shall not provide physical delivery of the underlying asset of any instrument in connection with any transaction. After the transaction is completed, the gain or loss in the currency of the trading account is credited or debited from the trading account.
- 3.7. The Company will not provide personal advice or suggestions on any specific transaction.
- 3.8. The Company may from time to time and in its sole discretion provide information and advice through newsletters that the Company may post on its website or provide to customers through its website or otherwise. The company may do so in the following manner:

- 3.8.1. This information is provided solely to enable the Client to make his investment decisions and cannot be construed as investment advice.
- 3.8.2. If the Document is restricted to the person or class of persons to whom the Document is made or distributed, Customer agrees not to give it to any such person or class of persons
- 3.8.3. The Company makes no representations, warranties or guarantees of any kind as to the completeness, accuracy or tax consequences of any such transaction.
- 3.8.4. This is provided solely to assist the Client in making his own investment decisions and cannot be construed as investment advice or unsolicited financial promotion for the Client.
- 3.9. The Company is not required to assess the suitability of the financial instrument in which the Customer intends to transact, nor the Services provided or offered to the Customer by the Company in providing reception and transmission and/or execution services to the Customer. calculates.
- 3.10. The Company reserves the right to refuse to provide the Services to Customer at any time in its sole discretion, and Customer agrees that the Company shall have no obligation to inform Customer of the reasons.
- 3.11. If the Company deems it appropriate and necessary, the Company reserves the right (including but not limited to) to return the Customer's Initial Deposit (the total amount deposited by the Customer) at any time , such as malicious, illegal, inappropriate, fraudulent, or any other unacceptable actions of the Customer).
- 3.12. Market reviews, news, or any other information is subject to change and may be revised at any time without notice. The information cannot be construed as direct or indirect trading advice under any circumstances.
- 3.13. Any trading decision taken by the Client is the Client's own responsibility. The Company is not liable for the consequences of such decisions.
- 3.14. By accepting this Agreement, Customer confirms that it has read the Communications Terms and Customer agrees that it will execute Orders only through the Customer Terminal.
- 3.15. Customer agrees that the Company may modify, add to, rename or cancel any of the Services provided in this Agreement, in part or in whole, without prior notice Is. Customer also confirms that this Agreement applies to services that are currently being provided by the Company and which may be modified, added or renamed in the future.
- 3.16. The Company shall not (unless stipulated in this Agreement) attempt to execute any Client's order at quotes other than those provided by the Trading Platform.
- 3.17. The company cannot be treated as a tax agent under any circumstances. The parties independently and on their own perform their tax and/or other obligations.
- 3.18. The Company does not permit anyone to trade as an agent or in any other capacity on behalf of other clients or any other person, except on special campaigns and events organized by the Company (for example the OctaFX copytrading service). Except for the campaigns and/or programs directed in this section, the following shall apply:
 - 3.18.1. The Client undertakes to personally trade on his behalf, and shall not permit any other Client or any other person to trade on his behalf, and shall not trade on behalf of any other Client or any other person.
 - 3.18.2. The Client undertakes that if he trades on behalf of any other Client or any other person, the Client will keep the Company harmless and liable for any damages caused to such other Client or any such other person. Will happen.

- 3.18.3. The Client undertakes that if any other Client or any other person trades on behalf of the Client and the Client suffers any loss or damage as a result of such trades, the Client shall not make any claim against the Company and that such loss shall only from another client and/or the person who was trading on his behalf.
- 3.19. Creating multiple personal areas using more than one email address is prohibited. If the Company suspects the Customer to be operating more than one Personal Area, the Company reserves the right, at its sole discretion, to close all Personal Areas except one, which shall also mean that the Customer is subject to prior notice. The company can also close the trading accounts opened within them without it. The Company shall not take any responsibility for any trading activity of the Client through such excessive personal areas and for the consequences of such activities, including any losses incurred by the Client on the closure of such Personal Areas and trading accounts. Is. Money in more than one personal area will be transferred to the remaining personal area.
 - 3.19.1. The company reserves the right to close open customer orders on market quotes in case of creation of multiple personal areas.
- 3.20. The Company reserves the right to automatically suspend trading accounts created on the MetaTrader 5 platform from trading in the following cases:
 - 3.20.1. If the Client has never deposited money into any such trading account—in 7 (seven) days after he has logged into the Platform using the credentials of such account.
 - 3.20.2. If the Client has deposited money in this Trading Account — within 30 (thirty) days since he last opened an order, closed an order, deposited money in such Trading Account, or the Platform using the credentials of such Account Login to (whichever comes first).
- 3.21. The Client may at any time avoid suspension of the Trading Account by pressing the relevant button in the Personal Area or OctaFX Trading App or by making a deposit or transfer to such Trading Account. In this case there will be no change in trading credentials, trading history, balance and withdrawal availability for such trading account.

4. Customer Orders and Transactions

- 4.1. The company provides execution on all trading instruments for the market. The Company applies the ECN/STP model for order execution, i.e., all customer positions are adjusted for interbank liquidity providers. In some cases, orders may fail to be adjusted, or the company may decide not to accommodate just the order or group of orders.
- 4.2. Slippage may occur when opening or closing orders as a result of the market's execution tendency. The Customer agrees that such potential occasional slippage is a natural consequence and characteristic of market performance, and the Company is not responsible in any way for the same.
- 4.3. Any potential open or close price deviation is subject to available liquidity. The Company shall not be responsible for the consequences of such deviation and/or price difference from the price requested by the Customer.
- 4.4. The customer can cancel the sent order as long as it is in the queue with the status of 'Order accepted'. In this case, the customer should press the button of 'Cancel Order'. In this case, the cancellation of the order cannot be guaranteed due to the specifics of the customer terminal.
- 4.5. A customer's request to open, modify or close an order may be denied in the following cases:
 - 4.5.1. During market opening, when the order is dispatched before the first quote is received by the trading platform
 - 4.5.2. in exceptional market conditions

- 4.5.3. Cases when the customer does not have sufficient margin. In this case, the message 'Not enough funds' or 'Insufficient funds' is displayed by the trading platform
- 4.5.4. If the client uses the autotrading software executing more than thirty requests per minute, the company reserves the right to ban such Expert Advisors or cBots.
- 4.6. The use of the same IP address by different customers may be a reason for considering all orders executed by the same customer in all accounts executed from this IP address;
- 4.7. Orders opened or closed using off-market quotes can be cancelled:
 - 4.7.1. If the order was opened against an off-market quote
 - 4.7.2. If the order was closed with an off-market quote
- 4.8. The use of arbitrage strategies is prohibited. Arbitrage is a strategy that aims to take advantage of price differences of identical or similar financial instruments in different markets or in various forms, including but not limited to, such as latency abuse, in price or in time. to manipulate. If the Company reasonably suspects that the Customer is using arbitrage in an explicit or implicit manner, the Company reserves the right to:
 - 4.8.1. Can cancel all customer orders
 - 4.8.2. Can cancel customer profits associated with all closed orders
 - 4.8.3. may close all trading accounts of the Client and deny advance service to the Client.
- 4.9. In unusual cases, short-term orders that last less than 180 seconds can be canceled if they are considered to be abused.
- 4.10. The company reserves the right to close open customer orders at market quotes in the following cases:
 - 4.10.1. the customer is not an adult;
 - 4.10.2. the customer is from a country where the company does not provide its services;
 - 4.10.3. Client uses any arbitrage strategy, as incorporated by the Company in its sole discretion;
 - 4.10.4. Customer breaches this Agreement or any other Company policy.
- 4.11. If the Customer does not comply with this Agreement, the Company reserves the right to cancel his/her orders.
- 4.12. A buy order is opened at the ask price. A sell order is opened at the bid price.
- 4.13. A buy order is closed at the bid price. A sell order is closed at the ask price.
- 4.14. The Company reserves the right to increase the spreads on the occurrence of one or more of the following events:
 - 4.14.1. If market conditions become erratic
 - 4.14.2. If the trading conditions for one or more currency pairs change
 - 4.14.3. In case of unforeseen event(s)

5. Execution of orders

- 5.1. When the client's order to open a position reaches the server, the trading account is automatically checked for free margin on the open order. If the required margin is present, the order is opened. If the required margin is not enough, the order is not opened. The initial price may differ from the requested price due to market performance. The open order comment displayed on the server's log file confirms that the customer's request has been processed and the order has been opened. Each order opened on the trading platform receives a ticker.

6. Orderly closing of positions (margin call and stop out)

- 6.1. Margin calls arise when the margin level of the account falls below the percentage specified in the trading account specification on the Company's website. In this case, the company has the right, but the company is not responsible for closing the client's position.
- 6.2. The Company is obliged to close the open positions of the Client without any prior notice in the event the margin level falls below the designated percentage as described in the Trading Account Specification on the Company's website. This event is called a stop out.
- 6.3. Stop out is executed on the current market quote on a 'first come first serve' basis. The stop out is recorded in the server's log file as 'stop out'.
- 6.4. If the client has several open positions, the first position to be closed will be the one with the highest floating loss.
- 6.5. If the account balance becomes negative due to stop out, it does not mean that any loan will be recovered from the customer. The company will make the account balance zero. In unusual cases (if the Company considers the Customer's actions to be fraudulent or intentional) the Company may claim the debt.
- 6.6. Margin call and stop out levels can be increased during news releases, periods of highest market volatility, unusual market conditions and other irregular events.

7.	Leverage	Revision
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7.1. If it is deemed necessary or appropriate, the Company may, at its sole discretion, change the Leverage of any Account in circumstances arising other than as set forth in the Agreement.

7.2. Personal funds are calculated in the following manner: $\text{Personal funds} = \text{Balance} + \text{Credit} + \text{Non-recoverable PnL}$

7.3.. Unrealized PnL is calculated in the following way: $\text{Unrealized PnL} = \text{PnL of positive open orders} + \text{PnL of negative open orders}$

7.4. PnL is calculated in the following way: $\text{PnL} = (\text{Close Price} - \text{Open Price}) \times \text{Contract Size} \times \text{Number of Lots}$

8. Trading Terms

- 8.1. Full trading conditions including current spreads, currency pairs, lot sizes, transaction sizes, long and short swaps, commissions, volume and/or deposit limits, and account type are available at www.octafx.com. The Company reserves the right to modify, add or cancel any or all of the Trading Terms. Such amendments are subject to prior notification.

- 8.2. Any misuse and/or improper (direct or indirect) use of the Company's Trading Terms may be subject to investigation. If the facts of such abuse emerge, the profit and/or loss derived from this benefit is liable to be annulled at the sole discretion of the Company. The customer fully accepts this.

9. Pending Orders

- 9.1. The following types of pending orders can be executed in the trading software:
- 9.1.1. Buy Limit: This is an order to open a 'buy' position if the ask price becomes equal to or less than the order price. In this case, the current price at the time of opening the order is greater than the value of the Buy Limit order
- 9.1.2. Buy Stop: This is an order to open a 'buy' position if the ask price equals or exceeds the order price. In this case, the current price at the time of opening the order is less than the value of the buy stop order
- 9.1.3. Sell Limit: This is an order to open a 'Sell' position if the Bid price equals or exceeds the Order price. In this case, the current price at the time of opening the order is less than the value of the sell limit order
- 9.1.4. Sell Stop: This is an order to open a 'Sell' position if the bid price becomes equal to or less than the order price. In this case, the current price at the time of opening the order is higher than the value of the Sell Stop order
- 9.1.5. Stop Loss: This is an order to close an open position at a specified price if the position produces a loss.
- 9.1.6. Take Profit: This is an order to close an open position at a specified price, if the position makes a profit.

10. Order Rules

- 10.1. It is allowed to open, modify or delete orders only during the active trading hours specified in the specifications of the contract; It is not allowed after trading time.
- 10.2. In exceptional cases of irregular market conditions, trading with a particular instrument may be prohibited (in whole or in part, temporarily or permanently) until the conditions are irregular or until further notice .
- 10.3. All pending orders are executed through the GTC model ('Valid until cancelled') and have no validity period, ie they remain active until canceled by the customer. However, the Customer has the right to set the date of expiry of the Order on his own.
- 10.4. If the parameters of one or more orders are invalid or not available, the order may be rejected by the trading platform.
- 10.5. The Company will determine the current market price at its sole discretion.
- 10.6. Not all orders should be placed close to the number of points determined by the current price. The minimum distance in points is subject to change from the current price with prior notice.
 - 10.6.1. Not all pending orders, including take profit and stop loss, should be placed close to the stop level—they should be placed at a certain distance from the current price for each symbol. The value of the stop level can be changed with prior notice. The client can view the current value of the stop level under the description of the symbol in the MetaTrader trading terminal.
- 10.7. A comment in the server log file about the order opening means that the customer has opened an order and he/she agrees to it. Each order gets a unique identification number (ticker).

- 10.8. If an order is requested to be opened before the first quote appears in the trading platform, it will be rejected by the trading platform. In this case, the 'Price Unavailable/Trading is Prohibited' message will appear in the Client Terminal.
- 10.9. A comment in the server log file about closing or modifying an order means that the customer has modified or closed the order and agrees to it.
- 10.10. If the order closure or modification is requested before the first quote is displayed in the trading platform, it will be rejected by the trading platform.
- 10.11. The Company provides the option for the Client to partially close his open positions on the MetaTrader 4 and MetaTrader 5 platforms. On the MetaTrader 4 and MetaTrader 5 platforms this option is proven differently.
- 10.12. The Company provides the option for the Client to close his open positions on the MetaTrader 4 and MetaTrader 5 platforms.
- 10.13. The company provides the option for the client to close his open positions on the MetaTrader 4 and MetaTrader 5 platforms through multiple closes.

11. Execution of pending orders

- 11.1. A pending order is executed in the following cases:
 - 11.1.1. Buy Limit Order: Whenever the current ask price becomes less than or equal to the order price
 - 11.1.2. Buy Stop Order: Whenever the current ask price is greater than or equal to the order price
 - 11.1.3. Sell Limit Order: Whenever the current bid price is greater than or equal to the order price
 - 11.1.4. Sell Stop Order: Whenever the current bid price becomes less than or equal to the order price
 - 11.1.5. Take Profit order for 'Buy' position: Whenever the current bid price equals or exceeds the order price
 - 11.1.6. Stop loss order for 'buy' positions: whenever the current bid price is equal to or less than the order price
 - 11.1.7. Take Profit order for a 'Sell' position: whenever the current ask price is equal to or less than the order price
 - 11.1.8. Stop loss order for 'Sell' position: Whenever the current ask price becomes equal to or greater than the order price.
- 11.2. The following rules apply for the execution of orders during price gaps:
 - 11.2.1. If the value of the pending order and the Take Profit level are within the price gap ie the price difference, the order will be canceled with a comment ('Cancelled' or 'Gap').
 - 11.2.2. If the value of the 'Take Profit' order is within the price gap, the order will be executed as per its value
 - 11.2.3. If the price of the 'Stop Loss' order is within the price gap, the order will be executed with the first price after the price gap with a comment ('sl' or 'gap').

- 11.2.4. 'Buy Stop' and 'Sell Stop' pending orders will be executed with a comment ('Start' or 'Gap') according to the first price after the price gap.
- 11.2.5. 'Buy Limit' and 'Sell Limit' pending orders will be executed with a comment ('Start' or 'Gap') by the value of the order.
- 11.3. In some events, when small price gaps occur, orders may be executed as usual, as explained in the previous paragraph.
- 11.4. If a customer's account has the following characteristics together:
 - 11.4.1. Margin level is 140% or less;
 - 11.4.2. 60% of the volume of the entire position is placed on a trade tool and has only one direction (Sell or Buy);
 - 11.4.3. This portion of the entire position was created within the 24-hour period before the market close;
- The Company is entitled to determine the 'Take Profit' for orders that are in full position, by deducting one point at the ask price level at market close for the Tool (for 'Sell' orders) or at the bid price level at market close Adding up a point (for 'by' order).

12. Margin Requirements

- 12.1. The Client shall provide and maintain the opening margin and/or hedged margin within such limits as may be required by the Company from time to time to perform the Agreement. It is the sole responsibility of the Client to ensure that he understands how margin is calculated.
- 12.2. The Client has to pay the opening margin and/or hedged margin at the time of opening the position.
 - 12.2.1. The hedged margin is equal to at least 50% of the margin requirement of the equivalent hedged position. The size of the hedged margin depends on the volume of the position.
- 12.3. If no force majeure does not occur, the Company is entitled to change the margin requirements and send a written notice to the Client 3 (three) business days prior to these modifications.
- 12.4. The Company is entitled to change the margin requirements without prior written notice in case of any force majeure event.
- 12.5. The Company is entitled to apply the revised margin requirements in accordance with the above paragraphs to new positions and already opened positions.
- 12.6. If the equity is below a certain rate based on the type of account assigned on the Company's website, the Company is entitled to close the Client's open positions without the Client's consent or any prior written notice.
- 12.7. It becomes the responsibility of the customer to notify the Company as soon as the customer feels that he will be unable to meet the due payment of margin.
- 12.8. The Company is not obliged to establish a margin call for the Client. The Company is not liable to the Customer for attempting to contact or attempt to establish contact with the Customer.

13. Deposits and Withdrawals

- 13.1. The client can deposit money into the trading account at any time. All payments to the Company shall be made in accordance with the payment instructions prescribed on the Company's website. Under no circumstances will third party or anonymous payments be accepted.
- 13.2. If the nature of the deposit does not allow for immediate payment (bank wire, etc.), the customer can request a deposit by visiting the personal area. Failure to do so will delay the deposit.
- 13.3. The sole responsibility of the Customer to request deposits in his/her Personal Area and to fill them correctly and appropriately. Failure to do so will delay the deposit.
- 13.4. The Client may withdraw money from the Trading Account at any time in accordance with the procedure described in paragraph 13.5.
- 13.5. If the Client requests a withdrawal from the Trading Account, the Company will pay the amount as directed within three (3) working days after the request is accepted, subject to the fulfillment of the following conditions:
 - 13.5.1. All required information is included in the withdrawal request
 - 13.5.2. There is a request to transfer money to the customer's bank account or e-currency account (payment will not be made to third party or anonymous accounts under any circumstances), and
 - 13.5.3. Client's free margin is greater than or equal to the amount specified in the withdrawal request including all payment charges.
- 13.6. The Company will receive payment for all payment charges (if applicable) from the Client's Trading Account.
- 13.7. In accordance with the Company's AML Policy to prevent the Customer from money laundering or terrorist financing, the Company establishes that the Customer shall use the same method of withdrawal as he did for depositing money. If the Client deposits money into his Trading Account through multiple payment options, the Client will also make withdrawals through those same payment options. In this case, the ratio of withdrawable funds to each other will be directly equal to the ratio of deposits.
- 13.8. In exceptional cases (such as force majeure, termination of payment system operation, etc.) the Company reserves the right to refuse withdrawal of Customer's money to any payment system. Such cases will be considered on a case by case basis.
- 13.9. In order to provide financial security to the Customer, the Company reserves the right, in certain cases, to remit the Customer's money only to his/her bank account.
- 13.10. The Company reserves the right to refuse to provide the Services to Customer at any time in its sole discretion, and Customer agrees that the Company shall have no obligation to inform Customer of the reasons.
- 13.11. If the Company deems it appropriate and necessary, the Company reserves the right (including but not limited to) to return the Customer's Initial Deposit (the total amount deposited by the Customer) at any time, such as malicious, illegal, inappropriate, fraudulent, or any other unacceptable actions of the Customer).
- 13.12. For security and/or compliance reasons, the Company reserves the right to demand complete customer identification information. Company also reserves the right to refuse to provide Services to Customer if Customer fails to respond to basic questions regarding control checks and their Personal Area via phone:
 - 13.12.1. At Company's request, Customer shall send the latest Selfie and/or Regular Selfie along with requested identification documents, such as passport, other type of ID, proof of home address, bank instruction letter, and/or any other relevant document, to the Company, which is provided herein Not listed on
 - 13.12.2. If the Company so requests, the Customer will have 14 (Fourteen) days to send the Company the latest Selfie and/or Regular Selfie along with the requested documents.

- 13.12.3. If the Customer does not send the latest Selfie and/or Regular Selfie along with the requested documents within the stipulated time period of 14 days, the Customer's Account will be irreversibly blocked and the Customer's personal money, excluding profits, will be refunded. will be given.
- 13.12.4. No profit will be paid for such accounts and no loss will be reimbursed
- 13.12.5. For the purposes of this section, a 'latest selfie' shall mean a selfie of that person taken with the requested document and on a sheet of paper with the current date and the words 'OctaFX' on that paper.
- 13.13. Internal transfers (ie, transfers from one trading account to another within the Company) between third parties are prohibited.
- 13.14. If the Client has an obligation to pay to the Company any money that exceeds the equity of the Trading Account, the Client shall immediately pay the excess money to the obligation so arising.
- 13.15. All advance payments will be credited to the Client's Trading Account within one (1) business day after the Company has received the money.
- 13.16. The Client acknowledges and agrees that whenever any payment is due and sufficient funds have not been credited to the Client's Trading Account by that time, the Company shall consider the Client to have failed to make the payment and shall exercise its rights in compliance with the Agreement. be entitled to use.
- 13.17. The Client shall pay any margin payments or other dues in US Dollars, Euros and other currencies accepted by the Company. The payment amount will be converted into the currency of the trading account at the current market rate.
- 13.18. The Company is entitled to, but is not obligated, to reimburse applicable deposit and withdrawal charges by Skrill, Neteller, FasaPay, or any other payment provider. Such fee may be charged to the Customer in such cases as the Company deems fit.

14. Commissions, Fees and Other Costs

- 14.1. The Client shall pay to the Company the commission, fees and other costs stipulated in the Agreement. The Company will display all current commissions, fees and other costs on its website.
- 14.2. The Company may revise commissions, fees and other costs from time to time without prior notice. All changes to commissions, fees and other costs are displayed on the Company's website.
- 14.3. Customer undertakes to pay all possible stamp expenses and any documentation required relating to this Agreement.
- 14.4. The Customer shall be solely responsible for all filings, tax returns, and reports on any transactions to any appropriate authority, governmental or otherwise, and for the payment of all taxes (including, but not limited to, such as any transfer or value-added taxes) arising in connection with any transaction.
- 14.5. The Company is not liable to disclose any reports relating to profits, commissions and other fees received by the Company from the Client's trading, unless otherwise stated in the Agreement.
- 14.6 By opening an account, the Client unconditionally accepts all charges applicable to his/her account in accordance with the Trading Terms described on the Company's website.

15. Communication

- 15.1. The Company may use the following to establish communication with the Customer:
- 15.1.1. customer terminal internal mail
- 15.1.2. E-mail
- 15.1.3. Phone
- 15.1.4. company live chat
- 15.1.5. SMS
- 15.1.6. mobile push notifications
- 15.1.7. web push notifications
- 15.1.8. Instant Messenger services (Viber, Telegram, Facebook Messenger, etc.)
- 15.2. The Company will use the contact information provided by the Client when opening the Trading Account, and the Client agrees to accept any notices or messages from the Company at any time.
- 15.3. Any information (documents, notices, confirmations, statements, etc.) sent to the Customer shall be deemed to have been received by the Customer:
- 15.3.1. If the notification is sent via email within one hour of the email being sent
- 15.3.2. Immediately after being sent via the trading platform's internal mail
- 15.3.3. If telephone contact has been made, after the telephone conversation is over
- 15.3.4. If posted on the Company's website, within one hour of being posted on the Company's news webpage.
- 15.4. On the first day of every month, the company will send a statement of account ie a statement to the customer, which will include all the transactions of the previous month. The statement will be sent by email.
- 15.5. Telephone conversations between the customer and the company may be recorded. All instructions and requests received over the telephone shall be deemed to have been received in writing. Any recording shall be and remain the sole property of the Company and shall be accepted by the Customer as conclusive evidence of instructions, requests, or other arising obligations. Customer agrees that Company may provide copies of transcripts of such recordings to any court, regulatory, or governmental authority.

16. Dispute Resolution

- 16.1. If a dispute arises when Customer reasonably believes that Company is in breach of one or more of the terms of the Agreement as a result of any action or failure to act, Customer has the right to file a complaint .
- 16.2. Customer should email support@octafx.com for any complaints
- 16.3. The complaint should include the following:
- 16.3.1. Customer's first and last name (company name if customer is a legal entity)

- 16.3.2. Client login details in the trading platform (ie account number)
- 16.3.3. Details of when the dispute first arose (time and date of the trading platform)
- 16.3.4. Pending order ticker
- 16.3.5. A description of the status of the dispute referencing the contract.
- 16.4. The complaint should not include the following:
 - 16.4.1. Effective assessment of the dispute situation
 - 16.4.2. hate speech
 - 16.4.3. unneeded vocabulary
- 16.5. The Company reserves the right to reject the complaint in case of any violation of the above provisions.
- 16.6. The claim resolution period has been fixed as 10 (ten) working days from the date of submission of the claim. This period can be extended in emergency cases.

17. Server Log File

- 17.1. The server log file is the most reliable source of information in case of any dispute. Server log files have absolute priority over other issues, including client terminal log files, because the client terminal log file does not register each step of the execution of client instructions and requests.
- 17.2. If the server log file does not record the appropriate information to which the client refers, a debate based on this reference cannot be entertained.

18. Indemnity

- 18.1. The Company may resolve all disputes only by:
 - 18.1.1. Crediting/debiting client's trading account
 - 18.1.2. reopening positions that were closed by mistake, and/or
 - 18.1.3. Eliminate incorrectly opened positions or orders that have been opened.
- 18.2. The Company reserves the right to choose the method of resolution of the dispute at its sole discretion.
- 18.3. Disputes set forth in the Agreement will be resolved in accordance with the general trend of the market and at the sole discretion of the Company.
- 18.4. The Company shall not be liable to the Customer if, for any reason, the Customer has received a profit less than its expectation or a loss is incurred as a result of an incomplete action that the Customer intended to complete. Thus the Company will not under any circumstances indemnify any 'lost profits'.

- 18.5. The Company shall not be liable to the Customer for any indirect, consequential or non-financial damages (emotional pain, etc.) of any kind.

19. Rejection of complaint

- 19.1. If the Client was informed in advance of the Trading Platform's internal mail or any other mode of routine maintenance on the Server, complaints made in respect of any unforeseen instructions or requests made during the period of such maintenance shall be accepted. is not done. The reason for filing a complaint cannot be that the customer has not received the notice.
- 19.2. Complaints regarding the time of execution of orders will not be accepted.
- 19.3. Any Client's in relation to the financial results of orders opened or closed using a profitable position (later canceled by the Company) or a temporary additional free margin on a trading account opened for an off-market quote (spike) or for any other reason Complaint will not be accepted.
- 19.4. Any reference to quotes from other companies or information systems will not be entertained by the Customer relating to all disputes.
- 19.5. The Customer acknowledges that he will not be able to manage the position during the consideration of the controversial position and no complaint will be entertained in this matter.

20. Unforeseen Events

- 20.1. The Company may, based on its reasonable opinion, determine that an unforeseen event exists, in which case the Company will take reasonable steps to notify the Customer. Unforeseen events include without limitations the following:
 - 20.1.1. any act, event, or incident (including, without limitation, any strike, riot or civil nuisance, terroristic event, war, catastrophic disaster, accident, fire, flood, storm, electronic, communication equipment or supplier's failure, interruption of power supply, civil unrest, statutory provision, lockout) which, in the reasonable opinion of the Company, prevents the Company from maintaining an orderly market for one or more instruments.
 - 20.1.2. The suspension, bankruptcy or closure of any market, the involuntary termination or failure of any program by which the Company determines its quotes, the application of limits on trading in any such market or event, or the application of special or unusual conditions .
- 20.2. If the Company, in its reasonable opinion, determines that a force majeure event exists (without prejudice to any other rights under the Agreement), the Company may, without prior written notice and at any time, do any of the following: Steps can be taken:
 - 20.2.1. increase margin requirements
 - 20.2.2. Close any or all open positions at such prices as the Company may deem fit in good faith
 - 20.2.3. suspend, freeze or modify the application of any or all of the terms of the Agreement to the extent that the force majeure becomes impossible or unusable for the Company to comply with, or
 - 20.2.4. The Company shall refrain from taking such other actions relating to the position of the Customer and other Customers as the Company deems appropriate.

21. Security

- 21.1. The Client shall not take any such action and shall refrain from proceeding in any such action which may be related to irregular or unauthorized access to or use of the Trading Platform. The Client acknowledges and understands that the Company reserves the right, at its sole discretion, to terminate or limit his access to the Trading Platform if the Company suspects that the Client has used the Trading Platform in such manner.
- 21.2. While using the Trading Platform, the Client shall not commit any wrongdoing that may violate the integrity of the Platform or cause it to malfunction.
- 21.3. The Client is permitted to store, display, analyze, modify, reproduce and print the information provided through the Trading Platform. Customer is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the consent of the Company. The Client may not modify, imply or remove any copyright, trademark, or any other notices provided on the Trading Platform.
- 21.4. Customer agrees to keep any Access Data confidential and not to disclose it to any third party.
- 21.5. The Customer agrees to immediately notify the Company if it knows or suspects that its Access Data has been or may be disclosed to any unauthorized person.
- 21.6. Customer agrees to cooperate with any investigation that the Company may consider of any misuse or suspected misuse relating to its access data.
- 21.7. The Customer acknowledges that he shall be responsible for all Orders placed and logged under his Access Data and any such Order received by the Company shall be deemed to have been received from the Customer.
- 21.8. Customer acknowledges that when the above information is transmitted through the Internet or other network communication facilities, by post, telephone, during oral or written conversations, or by any other means of communication, the Company may not communicate with any unauthorized third person takes no responsibility for logins, passwords, access to electronic currency accounts, e-mails, electronic addresses, electronic communications and access to personal information.
- 21.9 The Client warrants without any condition that the source of the money used to conduct trading with the Company is legal and that the money is not obtained from any illegal activity, fraud, money laundering, or other illegal sources. Failure to comply with this rule will result in closure of the account and all matters will be reported to the authorities without any doubt. **Under no circumstances will the Company or its affiliates and/or subsidiaries take any responsibility for any claim or complaint , if any such case arises.**

22. Additional Important Information

- 22.1. The Company reserves the right to suspend the Client's Trading Account at any time for any valid reason with or without notice in writing to the Client.
- 22.2. If the balance in the Client's Trading Account becomes zero, the Company reserves the right to delete such Trading Account within 60 (sixty) days after the last trading or monetary operation in this Account, with or without sending written notice to the Client.
- 22.3. If any situation not set forth in the Agreement arises, the Company shall resolve the matter on the basis of good faith and fairness and, where appropriate, by taking action in accordance with market trends.

- 22.4. If any condition of the Agreement (or any part thereof) is for any reason presented by a court of qualified jurisdiction to be unenforceable, that term shall be deemed to be revocable and that condition shall not be part of this Agreement. However, the enforceability of the rest of the contract will not be affected.
- 22.5. Customer may not claim to assign, charge or otherwise transfer or direct Customer's rights or obligations under the Agreement without the prior written consent of the Company, and any alleged assignment, charge or transfer in breach of this Terms will be invalidated.
- 22.6. The Customer has the right to request to subscribe to the IB and to unsubscribe from the IB through the Customer Support Department of the Company or to change the IB assigned to him by sending the relevant written request to ib@octafx.com . However, the decision to accept this request will be at the sole discretion of the Company.
- 22.7. The Company is entitled to terminate the subscription of any Customer from IB at its sole discretion at any time without notice.
- 22.8. Where the Customer consists of two or more persons, the liabilities and liabilities under any contract with the Company shall be combined and multiple. Any warning or other notice given to any one person including the Customer shall be deemed to have been given to all persons including the Customer. An order opened by any one of the persons involved with the Customer shall be deemed to have been opened by all persons involved with the Customer.
- 22.9. Customer acknowledges and understands that the Company's official language is English, and Customer must always read and refer to the Company's website and the English version of this Customer Agreement for all information and disclosures regarding the Company and its activities. All translations or any other information provided on the Company's local websites in languages other than English is for informational purposes only and does not bind the Company or have any legal effect. The Company shall have no responsibility or liability with respect to the accuracy of the information provided herein.