

# CLIENT AGREEMENT

ITB★

- This Client Agreement ("Agreement") is entered by and between the Company and the Client.
- The Company is ITB LIMITED, whose registered office is located at Seychelles, Olivier Maradan Blvd, Maradan St., Victoria, Mahe,
- This Client Agreement, together with the Terms of Business, the Risk Disclosure, the Regulations for Non-Trading Operations, the Rules of the Cashback Program, the Rules of the Forum, the Phone Etiquette, the Terms and Conditions for Using the Signal Services, the PAMM Account Regulations and Appendix to the PAMM Account Regulations: PAMM Portfolio Services (collectively, the "Operative Agreement" or "Agreements"), as well as any other document located in the "Legal" section of the Website as these may be amended or supplemented from time to time, constitute the entire agreement between the Company and the Client. The Operative Agreements, as amended from time to time, set out the terms upon which the Company shall deal with the Client in respect of Instruments.
- The Operative Agreements shall govern all trading activity and non-trading operations of the Client with the Company and shall be read carefully by the Client. Amongst other things, they set out those matters which the Company is required to disclose to the Client under the applicable regulations. The defined terms used in this Agreement are set out in Clause 1 ("Interpretation of Terms"). In relation to any Client transaction, the Company acts on a principal-to-principal basis and not as the agent on the Client's behalf. This means that unless otherwise agreed, the Company shall treat the Client as a client for all purposes and the Client shall be directly and fully responsible for performing the obligations under each transaction made by the Client. If the Client acts in relation to or on behalf of another person, whether or not the Client makes the identity of that person known to the Company, the Company shall not accept that person as an indirect client and shall accept no obligation to that person, unless otherwise specifically agreed.



## **COMMENCEMENT**

1. The terms of the Operative Agreements shall be considered accepted unconditionally by the Client on the date on which the Client receives notice from the Company in accordance with Clause next part and shall continue unless or until terminated by either party.
2. This Agreement is an initial service agreement which relates to a series of successive or separate operations including, without limitation, Transactions in Instruments.
3. The Client has no right to cancel the Agreement on the basis that it is a distance contract.

## **Account Activation**

The Client shall be activated by the Company giving notice to the Client as soon as the Company's receives the Client Registration Form submitted by the Client and:

- a) Relevant identity checks have been completed to the Company satisfaction;
  - b) The Company approved Client's deposit and/or withdrawal methods; and
  - c) The Operative Agreements have been accepted by the Client.
- The Company reserves the right at its absolute discretion to accept or reject the Client subject to all documentation requested has been received by the Company, properly and fully completed by the Client.
  - The Company has the right to request minimum initial deposit to allow the Client to start using his Trading Account.
  - Following the account activation, the Client shall be able to view the amount due to him/her as account balance in ITB at all times and shall have the right to withdraw the same, on demand.

## **SERVICES**

1. Subject to the Client's obligations under the Operative Agreements being fulfilled and any other rights of the Company herein in the Operative Agreements, the Company shall offer the following Services to the Client:

- a) Receive and transmit orders or execute (on an own account basis) orders for the Client in financial instruments.
  - b) Provide Foreign Currency Services provided they are associated with the provision of the Investment Service of Clause 6,1a) herein.
  - c) Provide safekeeping and administration of financial instruments for the account of Client (as and if applicable), including custodianship and related services such as cash/collateral management, as described in Clause 7 herein.
  - d) Provide the Clients access to Investment Research data which may be relevant for Clients' consideration;
2. Subject to the Client's obligations under the Operative Agreements being fulfilled, the Company may enter into Transactions with the Client in Instruments specified on the Company Website.
  3. The Company shall carry out all Transactions with the Client on an execution-only basis. The Company is entitled to execute Transactions notwithstanding that a Transaction may be not suitable for the Client.
  4. The Company is under no obligation, unless otherwise agreed in the Operative Agreements, to monitor or advise the Client on the status of any Transaction; to make margin calls; or to close out any Client's Open Positions.
  5. The Client shall not be entitled to ask the Company to provide investment advice or to make any statements of opinion to encourage the Client to make any particular Transaction.
  6. The Company shall not provide physical delivery of the underlying asset of an Instrument in relation to any Transaction. Profit or loss in the Currency of the Trading Account is deposited in/withdrawn from the Trading Account once the Transaction is closed.
  7. The Company shall not provide personal recommendations or advice on the merits of any specific Transactions.
  8. The Company may from time to time and at its discretion provide information and recommendations in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise. Where it does so:



- a) this information is provided solely to enable the Client to make his/her own investment decisions and does not amount to investment advice;
- b) if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he shall not pass it on to any such person or category of persons;
- c) the Company gives no representation, warranty or guarantee as to the accuracy of completeness of such information or as to the tax consequences of any Transaction;
- d) The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he shall receive such information at the same time as other Clients. Any published research reports or recommendations may appear in one or more screen information service.
- e) It is provided solely to assist the Client to make the Client's own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client.
- f) It does not necessarily take into consideration the relevant legislative or regulatory framework of the country where the Client is resident and it is the Client's responsibility to ensure compliance therewith.

9. The Company shall have the right to request and the Client shall be obliged to provide information about the Client's knowledge and experience in the investment field so that it can assess whether the service or product envisaged is appropriate for the Client. If the Client elects not to provide such information to the Company or if the Client provides insufficient information, the Company shall not be able to determine whether the service or product envisaged is appropriate for the Client. The Company shall assume that information about his/her knowledge and experience provided from the Client to the Company is accurate and the Company shall have no responsibility to the Client if such information is incomplete or misleading or changes or becomes inaccurate unless the Client has informed the Company of such changes.



10. The Company reserves the right, at its discretion, at any time to refuse to provide the Services to the Client and the Client agrees that the Company shall have no obligation to inform the Client of the reasons. The Company further reserves the right to suspend, delay and/or amend the provision of any Services in the event of Abnormal Market Conditions.
11. All trade Requests are subject to size considerations. If the requested trade size is larger than the Company is able to fill at any particular moment due to market conditions, then the Order may be executed partially or the entire trade or Order may be rejected at the Company's sole discretion.
12. Market commentary, news, or other information are subject to change and may be withdrawn at any time without notice.
13. The Client understands, confirms and accepts herein that any and/or all of his/her trading history in MetaTrader 4 and/or MetaTrader 5 Platforms may at any time and without prior written consent and/or notice to the Client, further be archived by the Company to a single summarized line in the respective MetaTrader 4 and/or MetaTrader 5 trading account, where such trading history records exceed a timeframe of one month.
14. The Client further understands, confirms and accepts herein that such archived trading and non-trading history shall be accessible and/or downloadable at any time from and/or within the Client.
15. The Company hereby confirms that Client's archived original trading history records from MetaTrader 5 Platforms.
16. The Company hereby confirms that all Client records and/or trading and non-trading activity, current and/or past and/or archived shall be maintained for at least seven years after the termination of the business relationship with the Client and as per applicable legislative requirements.

17. The Company reserves the right to suspend, close, or unwind any Transaction which has resulted from any misconfiguration, technical error, or if the Company suspects any fraud, manipulation, arbitrage, or other forms of deceitful or fraudulent activity on the 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 cancelation of any Transaction or profits or in the event of any damages or losses which may result from the suspension, closure or unwinding.

18. In accordance with common reporting standards, the Client agrees to submit to the Company all the necessary information about the Client (name, address, jurisdiction of residence, date and place of the birth, account number of the Client, and any necessary additional documents and information at the request of the Company). The Client agrees to transfer his/her personal data to the Company, which is registered as a data controller according to the law, for identification, administrative, and business purposes necessary for the Company to fulfill its legal and contractual obligations under this and other agreements between the parties, with rights to transfer such personal data to auditors, lawyers, financial consultants, and other service providers and counter-agents contracted by the Company.

## **CONFLICTS OF INTEREST AND MATERIAL INTERESTS**

1. When the Company deals with or on behalf of the Client, the Company, an associate, or some other person connected or affiliated with the Company, may have an interest, relationship, or arrangement that is material in relation to the transaction concerned or that conflicts with the Client's interest. By way of example only, when the Company deals with a transaction for or on behalf of the Client the Company may be:

- a) dealing in the respective Instrument as principal for the Company's own account by selling to or buying the Instrument from the Client; and/or
- b) matching the Client's transaction with that of another client by acting on such other client's behalf as well as on the Client's behalf; and/or

c) dealing in the Instrument which the Company offers to the Client (including holding a long or short position); and/or

d) advising and providing other services to associates or other clients of the Company who may have interests in investments or underlying assets which conflict with the Client's interests.

2. The Client consents to and authorizes the Company to deal with or on behalf of the Client in any manner which the Company considers appropriate, notwithstanding any conflict of interest or the existence of any material interest in a transaction, without prior notice to the Client. The Company's employees are required to comply with a policy of independence and to disregard any such material interest or conflict of interest when advising the Client.

## **COMMISSIONS, CHARGES AND OTHER COSTS**

1. The Client shall be obliged to pay the Company the commissions, charges and other costs set out in the Trading Conditions Section Contracts Specifications. The Company shall display all current commissions, charges and other costs on its Website.

2. The Company may vary commissions, charges and other costs from time to time without prior Written Notice to the Client. All changes in commissions, charges and other costs are displayed on the Company's Website and posting on the Website shall be considered due notice.

3. The Company may from time to time deal on the Client's behalf with persons with whom the Company has a soft commission agreement which permits the Company (or another member of the Company group) to receive goods or services in return for transacting investment business with such persons or others. It is the policy of the Company in relation to such agreements to ensure that such arrangements operate in the best interest of the Client as far as practicable, for example, because the arrangements allow access to information or other benefits which would not otherwise be available.

4. The Client accepts to be notified if the Company pays commissions/fees to any third party who introduced him or who acts on the Client's behalf.



5. The Client agrees in the event that his/her remaining Trading Account Balance is up to 1 EUR/USD or the equivalent to EUR/USD per account and his/her Trading Account is closed or inactive for more than 90 calendar days, then the Company shall have the right to deduct this remaining Trading Account Balance and use it for charity purposes at its absolute discretion.

6. The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the Transactions.

7. The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.

8. In case the Client performs a withdrawal request without any trading activity from the last deposit made or if any other form of abuse is found the Company reserves the right to:

- a) Charge the Client the equivalent amount of any deposit fees incurred, or
- b) 3% of the total withdrawal amount.

The Client shall be notified via email about processed withdrawal request and applied charges.

9. In case the Client does not have any trading activity on all Clients Trading Accounts for a period equal to 6 (Six) consecutive calendar months or more starting from the last Clients trading activity, the Company on a monthly basis may charge at its sole discretion the Client an amount of 5 USD or the equivalent to USD per account, depending on the Client's Trading Account currency.

10. Client's funds are held on the Company's accounts including segregated accounts opened in the Company's name for holding Client funds separate from the Company's ones.

11. The Client acknowledges and agrees that the Company will not pay interest to the Client on funds located on Client accounts.

## **CURRENCY AND PAYMENTS**

1. The Company is entitled, without prior notice to the Client, to make any currency conversions which the Company considers necessary or desirable for the purposes of complying with its obligations or exercising its rights under the Operative Agreements or any Transaction. Any such conversion shall be effected by the Company in such manner and at such rates as the Company may in its discretion determine, having regards to the prevailing rates for freely convertible currencies.
2. All foreign currency exchange risk arising from any Transaction or from the compliance by the Company with its obligations or the exercise by it of its rights under the Operative Agreements will be borne by the Client.
3. The Client may deposit funds to his/her Trading Account at any time.
4. Funds deposits and withdrawals to/from the Trading Account shall be governed by the Regulations for Non-Trading Operations.
5. If the Client has an obligation to pay any amount to the Company which exceeds the Equity on his/her Trading Account, the Client shall pay the amount representing the excess within 2 working days of the obligation arising.
6. The Client acknowledges and agrees (without prejudice to any of the Company's other rights under the Agreement to close out the Client's Open Positions and exercise other default remedies against the Client) that where a sum is due and payable to the Company in accordance with the Agreement and sufficient cleared funds have not yet been credited to the Client's Trading Account, the Company shall be entitled to treat the Customer as having failed to make a payment to the Company and to exercise its rights under the Agreement.
7. The Company shall update on a regular basis the available payment system on the deposit & withdrawal section. The availability of each payment system may differ depending on country of residence therefore the payment systems are available.



## **LIMITATIONS OF LIABILITY AND INDEMNITY**

1. In the event the Company provides advice, information or recommendations to the Client, the Company shall not be responsible for the profitability of such advice, information or recommendations. The Client acknowledges that the Company shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any information given to the Client including, without limitation, information relating to any Transactions.

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

2. The Company shall not be liable for any loss or expense incurred by the Client in connection with, or directly or indirectly arising from:

- a) Any error or failure in the operation of the Trading Platform or any delay caused by the Client Terminal;
- b) Transactions made via the Client Terminal;
- c) Any failure by the Company to perform any of its obligations under the Operative Agreements as a result of a cause beyond its control; or
- d) Acts, omissions or negligence of any third party.

3. The Client shall indemnify the Company and keep the Company indemnified on demand in respect of all liabilities, costs, claims, demands and expenses of any nature whatsoever which the Company suffers or incurs as a direct or indirect result of any failure by the Client to perform any of the Client's obligations under the Operative Agreements.

4. The Company shall in no circumstances be liable to the Client for any consequential special or indirect losses, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs, expenses or damages the Client may suffer in relation to the Operative Agreements, unless otherwise agreed in the Terms of Business.



## **WRITTEN NOTICE**

1. Any Written Notice given under this Agreement may be made as follows:
  - a) Trading Platform internal mail;
  - b) Email;
  - c) Post; or
  - d) Information published on the Company news section on the Website.
2. All contact details provided by the Client, e.g. address or email address as last notified shall be used as applicable. The Client agrees to accept any notices or messages from the Company at any time.
3. Any such Written Notice shall be deemed to have been served:
  - a) If sent by email, within one hour after emailing it;
  - b) If sent by Trading Platform internal mail, immediately after sending it;
  - c) If sent by post, seven calendar days after posting it;
  - d) If posted on the Company news section on the Website, within one hour after it has been posted.

## **AMENDMENT AND TERMINATION**

1. The Client acknowledges that the Company has the right to unilaterally modify the terms and conditions of the Operative Agreements at any time and at its sole discretion, giving to the Client Written Notice by email and/or by posting the modification on the Company Website.
2. Both parties to the Agreement can terminate this Agreement by giving such notice in Writing to the other Party.
3. Upon termination of this Agreement, the Company shall be entitled without prior notice to the Client to cease to grant the Client access to the Trading Platform.
4. Upon termination of this Agreement, all amounts payable by the Client to the Company shall become immediately due and payable including (but without limitation):
  - a) all outstanding fees, charges and commissions;
  - b) any dealing expenses incurred by terminating this Agreement and charges incurred for transferring the Client's investments to another investment firm; and

c) Any losses and expenses realized in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf.

5. The Company, under the terms and conditions of Operative Agreements, reserves the right at its absolute discretion, to disable the Client's account without prior notice in case it places abnormal number of erroneous requests which creates an extra-load to the Company's servers and can cause negative trading experience to the other clients of the respective servers. Erroneous requests may include but not limited to invalid stops or modifications, wrong TP or SL, over limit volume or number of orders, requests with not enough account funds and others.

## **PERSONAL DATA AND RECORDING OF TELEPHONE CALLS**

1. The Company may use, store or otherwise process personal information provided by the Client in connection with the provision of the Services.
2. If the Client is an individual, the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any), provided that the Client pays a fee.
3. By entering into this Agreement, the Client expressly consents to the Company transmitting the Client's Information to any third parties which may require same in order to effectively implement the Services or effectively executing any operational function performed to the Company to Client (e.g. refunding the Client his money).
4. Telephone conversations between the Client and the Company may be recorded. Any recordings shall be and remain the sole property of the Company and will be accepted by the Client as conclusive evidence of the Instructions/Requests or conversations so recorded. The Client agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

## **CONSENT TO DIRECT CONTACT**

The Client accepts that the Company, for the purpose of marketing financial services and products, may, from time to time, make direct contact with the Client by telephone or otherwise.

## **CONFIDENTIALITY AND WAIVER**

15.1. The information which the Company holds about the Client is confidential and shall not be used for any purpose other than in connection with the provision of the Services. Information of a confidential nature shall be treated as such provided that such information is not already in the public domain or in the legal possession of the Company and was not subject to an obligation of confidence or non-disclosure at the moment of its receipt by the Company. Information of a confidential nature shall only be disclosed to any person, in the following circumstances:

- a) where required by law or as requested by regulatory and enforcement authorities, courts and similar bodies which have jurisdiction over the Company;
- b) to investigate or prevent fraud or other illegal activity;
- c) to those members of the Company personnel who require information thereof for the performance of their duties under the Operative Agreements or to any third party in connection with the provision of Services to the Client by the Company;
- d) for purposes ancillary to the provision of the Services or the administration of the Client's Trading Account, including, without limitation, for the purposes of credit or identification enquiries or assessments;
- e) at the Client's request or with the Client's consent;
- f) to the Company's consultants, lawyers, auditors, provided that in each case the relevant professional shall be informed about the confidential nature of such information and commit to the confidentiality herein obligations as well;
- g) in judicial proceeding between the Company and the Client;
- h) in any public dispute between the Company and the Client.

## **TIME OF ESSENCE**

The time periods of fulfillment by the Client and the Company of their obligations shall be an essential condition of all Operative Agreements Time.



## **DEFAULT**

171. Each of the following constitutes an "Event of Default":

- a) the failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amount due under the Operative Agreements;
- b) the failure of the Client to perform any obligation due to the Company;
- c) the initiation by a third party of proceedings for the Client's bankruptcy (if the Client is an individual) or for the Client's winding-up or for the appointment of an administrator or receiver in respect of the Client or any of the Client's assets (if the Client is a company) or (in both cases) if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
- d) where any representation or warranty made by the Client in Clause 18 herein is or becomes untrue;
- e) the Client is unable to pay the Client's debts when they fall due;
- f) the Client (if the Client is an individual) dies or becomes of unsound mind; or
- g) any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in Clause 2 herein.
- h) the Client attempts and/or performs any of the actions which shall be determined by the Company as fraud, manipulation, swap-arbitrage or other forms of deceitful or fraudulent activity in the Client's account or accounts with the Company;
- i) The Client has carried out trading:

which can be characterized as excessive without a legitimate intent, to profit from market movements;

while relying on price latency or arbitrage opportunities;

which can be considered as market abuse;

2. If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following steps:

- a) close out all or any of the Client's Open Positions at current Quotes;



- b) debit the Client's Trading Account(s) for the amounts which are due to the Company;
- c) close any or all of the Client's Trading Accounts held with the Company;
- d) refuse to open new Trading Accounts for the Client;
- e) adjust the Client's trading account balance to remove illicit profit.

## **REPRESENTATIONS AND WARRANTIES**

1. The Client represents and warrants to the Company, and agrees that each such representation and warranty is deemed repeated each time the Client gives an Instruction or Request by reference to the circumstances prevailing at such time, that:

- a) The information provided by the Client to the Company in the Client Registration Form and the Operative Agreements and at any time thereafter is true, accurate and complete in all material respects;
- b) The Client has read and fully understood the terms of the Operative Agreements including the Risk Acknowledgement and Disclosure;
- c) The Client is duly authorized to enter into the Operative Agreements, to give Instructions and requests and to perform its obligations thereunder;
- d) The Client acts as principal;
- e) The Client is an individual who has completed a Client Registration Form or, if the Client is a company, the person who has completed a Client Registration" Form on the Client's behalf is duly authorized to do so;
- f) All actions performed under the Operative Agreements shall not violate the applicable regulations or any law, ordinance, charter, by-law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets are affected;
- g) The Client consents to the provision of the information of the Operative Agreements by means of the Website and/or any other means which the Company chooses at its sole discretion;





h) The Client confirms that he/she has regular access to the internet and consents the Company provides him with information, including, without limitation, information about amendments to the terms and conditions, costs, fees, the Operative Agreements, Policies and information about the nature and risks of investments by posting such information on the Company's Website;

i) The Client hereby represents that the purpose of his/her transactions with the Company is one or more of the following:

Speculative;

Hedging;

Investments;

Intraday Trading;

Manage Risk.

In the event where the purpose is other than the above, or at any stage during the course of this Agreement the purpose changes, the Client undertakes the strict obligation to notify the Company.

2. In addition to all other rights and remedies available to it, the Company has the right to render any position voidable or to close out any or all positions at the current Quotes at any time, at its absolute discretion, if the Client Breaches Clause 1 herein.

## **FORCE MAJEURE**

1. The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case the Company will, in due course, take reasonable steps to inform the Client. A Force Majeure Event includes without limitation:

a) Any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs) which, in the Company's reasonable opinion, prevents the Company from maintaining an orderly market in one or more of the Instruments;

b) 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.

2. If the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Operative Agreements) the Company may without prior Written Notice and at any time take any of the following steps:

a) Increase margin requirements; or

b) Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate; or

c) Suspend or freeze or modify the application of any or all terms of the Operative Agreements to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them; or

d) Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients.



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