



# CLIENT SERVICES AGREEMENT

Version 2 – June 2023



## **TRINOTA MARKETS (GLOBAL) LIMITED**

**Trinota Markets (Global) Limited** (hereafter the “Company”) is a limited liability company incorporated and registered under the laws of Seychelles, with Company number 8425037-1 and a registered address at CT House, Office 9A, Providence, Mahé, Seychelles. The Company is authorized and regulated by the Financial Services Authority in Seychelles (“FSA”) under the license number SDo35 for the provision of the investment services specified in this Client Service Agreement (hereafter the “Agreement”). M4Markets is the tradename of Trinota Markets (Global) Limited.

### **Scope and Application:**

The Client (which may be a legal entity or a natural person) is requested to read this Client Services Agreement, (hereinafter the “Agreement”), as amended from time to time, which governs the relationship between the Client who has completed the Online Account Opening Procedure and the Company. By checking and/or ticking the respective acceptance checkbox during the Online Account Opening Procedure it is considered that the Client has read and understood the Company’s [Legal Documents](#), the Risk Disclosure notice, as well as the terms and conditions contained herein, hence, accepted to enter into a legally binding Agreement with the Company.

The Agreement overrides any other agreement, arrangements, express or implied statements made by the Company, unless the other agreement is for specific services, in which case the said agreement shall be interpreted as supplementary to this Agreement, and in case of variance, the terms and conditions of this Agreement shall prevail, unless otherwise expressly agreed in writing.

The Agreement includes, in addition to any Annexes and the “Account Opening Form” completed by the Client through the Company’s website, any information provided to the Client during the registration procedure.

For the avoidance of any doubt, this Agreement has the same legal effect and confers the same legal rights upon the parties as if it had been signed. The Client hereby acknowledges and agrees that by completing and submitting the account opening documentation forms of the Company fully agrees to be abide by and bound by the terms set out in this Agreement and of the following Policies:



- I. The “*Complaint Handling Policy*” provides information as to how a Client can file a complaint and the procedure adopted by the Company to manage and resolve complaints.
- II. The “*Conflict of Interest Policy*” summarizes how the Company employs different mechanisms to ensure that conflicts of interests are identified and the controls to mitigate such conflicts and/or disclose any conflict of interest during the course of its business relationship with a Client.
- III. The “*Privacy Policy*” which provides a thorough explanation of how the Company handles any Client information gathered in its operations.
- IV. The “*AML Account Verification Policy*” summarizes the measures adopted by the Company to combat financial crime related activities such as money laundering and terrorist financing during the account verification of a Client.
- V. The “*Cost and Charges Policy*” where the Company provides the fees and charges, including the total and/or aggregated cost of the services or products offered to a Client.
- VI. Any other Policy and/or notice that forms part and/or complements and/or refers to the Agreement for the provision of the Company's services to Clients as may be updated from time to time.

The aforementioned Policies shall collectively and/or respectively be considered as part of the Agreement and shall be construed as one and the same document. Client may request a hardcopy of the Client Agreement and all other legal documents from the Company's Head Office or any other place of business including any of its agents.

In case of conflict between the Policies and the terms and conditions contained herein, the latter shall prevail.

## Definitions

1. “**Access Data**” shall mean the Login and Password of the Client, which are required in order to enable the Client to have access to and use of the Platform and any telephone password and Account number, which may be required for the Client to place orders via phone and/or any other secret codes issued by the Company to the Client for the operation of the Client's Account.
2. “**Account**” shall mean a trading account maintained by the Client with the Company;



3. **"Applicable Regulations"** means the rules of any relevant regulatory authority, the rules of any relevant exchange, and all other applicable laws and rules in force from time to time including among others the Securities Act 2007 as amended, the Securities (Conduct of Business) Regulations 2008, the Securities (Financial Statements) Regulations 2008, the Securities (Advertisements) Regulations 2008, the Securities (Forms and Fees) Regulations 2008, the Securities (Substantial Activity Requirement) Regulations 2018, the Financial Services Authority Act 2013, the Anti-Money Laundering Act of 2006 as amended and the Prevention of Terrorism Act 2004 etc.
4. **"Authorised Third Party-Representative"** shall mean an individual person or legal entity undertaking a transaction on behalf of another individual person i.e. the Client or legal entity but in his/its own name;
5. **"Company's Website"** shall mean the Company's Website [www.m4markets.com](http://www.m4markets.com);
6. **"Contract for Differences" ("CFD")** is an agreement between a "buyer" and a "seller" to exchange the difference between the current price of an underlying asset (shares, currencies, commodities, indices, etc) and its price when the contract is closed. When the contract is closed the Client will receive or pay the difference between the closing value and the opening value of the CFD and/or its Underlying Asset. If the difference is positive, the Client will receive a payment. If the difference is negative, the Client will lose the amount invested. When trading in CFDs, the Client is trading on the outcome of the price of an underlying Financial Instrument, whereby such trading does not occur on a recognized or regulated market. The Client understands that when trading in CFDs will not receive delivery of the Underlying Asset and/or any other interest. A CFD is a Financial Instrument;
7. **"Client"** shall mean the individual person, legal entity or firm being a customer of Trinota Markets (Global) Limited;
8. **"Company"** shall mean Trinota Markets (Global) Limited a limited liability company incorporated and registered under the laws of Seychelles, with Company number 8425037-1. The Company is authorized and regulated by the Financial Services Authority in Seychelles ("FSA") under the license number SD035 with registered address at CT House, Office 9A, Providence, Mahé, Seychelles.



9. **“Currency of Account”** shall mean the currency that the Trading Account is denominated in which may be Euro, US Dollar or any other currency as offered by the Company from time to time and as per the Client’s preferential choice.
10. **“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.
11. **“Equity”** shall mean the aggregate of (i) the Balance; and (ii) unrealized profit or loss on open positions (after deduction of any Charges and the application of any Spread on closing of a position);
12. **“Financial Instruments”** shall mean Contracts for Differences (CFD) on spot Forex, spot precious metals, futures, shares or any other commodities available for trading;
13. **“Leverage”** is a trading concept that enables the Client to multiply exposure to a Financial Instrument, without committing the whole amount of capital necessary to own the physical instrument. When trading using Leverage, the Client needs only to put down a fraction of the total value of his/her position. Profits and losses are based on the total size of the position; therefore, the end result of a trade can be much larger than the initial outlay, in terms of profits or losses. CFDs are a form of leverage trading. The amount needed to open and maintain a leveraged trade is called “the margin”. In general, when using leverage, a small change in the price of the CFD is amplified into a bigger change, resulting in increased returns / losses. The Company provides various leverage levels depending on the Financial Instrument and the Client Categorization, in line with applicable regulations.
14. **“Margin”** shall mean the necessary funds so as to open or maintain open positions in a CFD Transaction;
15. **“Margin Level”** shall mean  $(\text{Equity} / \text{Margin}) * 100$ ; it determines the conditions of the Client’s Account.
16. **“MTF”** means a multilateral system operated by an investment firm or market operator, which brings together multiple third-party buying and selling interests in



financial instruments in the system, in accordance with non-discretionary rules, in a way that results in a contract.

17. **“Open Position”** shall mean any open CFD contract (call and/or put) which has not been closed.
18. **“Order”** shall mean an instruction from the Client to trade in Financial Instruments through the Company’s Platform.
19. **“Politically Exposed Persons”** shall mean:
  - a) a) An individual who has been, during the preceding three (3) years, entrusted with a prominent public function in –
    - Seychelles
    - Any other country or
    - An international body or organization
  - b) An immediate family member of a person referred to in point (a) above, or
  - c) A close associate of a person referred to in paragraph (a) above

For the purposes of subsection (a), prominent public functions include:

- a) Heads of state, heads of Government, ministers and other senior politicians
- b) Senior government or judicial officials
- c) Ambassadors and chargés d'affaires
- d) Persons appointed as honorary consuls
- e) High-ranking officers in the armed forces
- f) Members of the boards of Central Banks
- g) Members of the Boards of state-owned corporations, and
- h) Influential political party officials

For the purposes of subsection (b), immediate family members of a person includes:

- a) A spouse
- b) A partner, that is an individual considered by his or her national law as equivalent to a spouse
- c) Children and their spouses or partners,
- d) Parents and siblings



For the purposes of subsection (c) close associates of a person include:

- a) Any person who is known to have joint beneficial ownership of a legal person, partnership, trust or any other close business relations with that legal person, partnership or trust; and
  - b) (b) Any person who has the sole beneficial ownership of a legal person, partnership or trust which is known to have been set up for the benefit of that legal person, partnership or trust.
20. "**Quote**" shall mean the bid and ask prices at which a Financial Instrument can be bought and sold;
  21. "**Underlying Asset**" means property of any description (including a currency or currency pair) or an index or other factor designated in a CFD Transaction to which reference is made to fluctuations in the value or price for the purpose of determining profits or losses under the CFD Transaction;
  22. "**Services**" shall mean the services to be provided by the Company under this the Agreement;
  23. "**Spread**" means the difference between the lower bid price and higher offer price of a quoted two-way price for a Financial Instrument;
  24. "**Swap Free Accounts**" shall mean the accounts offered for Clients whose religion is Islam. Under Islamic laws, Muslims are prohibited from taking or giving interests from any kind of activity. Islamic accounts are also known as swap-free accounts as the imply no swap or rollover interest on overnight positions, which is against Islamic faith. Special terms and conditions apply as provided further below in this Agreement.
  25. "**Regulated Market**" shall mean a Regulated Market (RM) is a multilateral system that is operated or managed by a market operator and that brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments within the system.
  26. "**Trading Platform**" shall mean any online trading platform made available by the Company under the Agreement;



## 1. Services

- 1.1. The Company shall carry on business as dealing in securities, whether acting as principal or agent for the following:
  - a) To make or offer to make an agreement with another legal person to enter into or offer to enter into an agreement, for or with a view to acquiring, disposing of, subscribing for or underwriting securities or in any way that effects or causes to effect a securities transaction.
  - b) Without limiting the generality of the above point, to cause any sale or disposition of or other dealing or any solicitation in respect of securities for valuable consideration, whether the terms of payment be on margin, instalment or otherwise or any attempt to do any of the foregoing.
  - c) To participate as a securities dealer in any transaction in a security occurring upon a securities exchange.
  - d) To receive as a securities dealer an order to buy or sell a security which is executed.
  - e) To manage a portfolio of securities for another Company on terms under which the first mentioned Company may hold property of the other.
- 1.2. The services of paragraph 1.1 shall involve transactions in Financial Instruments not admitted to trading in Regulated Markets or an MTF and are over the counter ("OTC") traded instruments such as CFDs or any other financial instruments or commodities.
- 1.3. Notwithstanding the above, the Company may outsource some functions to Excedo Support Services Limited, which is an affiliated entity established in Cyprus with registered address at Spyrou Kyprianou 78, MAGNUM BUSINESS CENTER, 3076 Limassol, Cyprus, for the provision of support functions through a Service Level Agreement. Additionally, VTHM Services Limited, which is an affiliated entity established in Cyprus with registered address at Archiepiskopou Makariou III, 160, 3026, Limassol, Cyprus may also serve as a payment processor on behalf of the Company and execute agreements with third parties for the purpose of processing or facilitating transactions on behalf of the Company. For this purpose, the Company may also share information with the affiliated entity or any other company in the same group of the Company in the event such information is reasonably required in order to provide the products or services to its clients.



## 2. Risk Disclosure & Acknowledgment

- 2.1 It is important for the Client to understand the risks involved before deciding to enter into a trading relationship with the Company. If the Client chooses to enter into a trading relationship with the Company, he should remain aware of the risks involved and be able to have adequate financial resources to bear such risks.
- 2.2 The financial instruments offered by the Company are high-risk products that are traded on margin and carry a risk of losing all Client's initial deposit. These kinds of products can fluctuate significantly and present a high risk of capital loss, therefore these products may not be appropriate or suitable for all clients and the Client should seek independent advice should he is not able to understand the risks involved.
- 2.3 **General Risks and Acknowledgements:** The Client acknowledges, understands, agrees and accepts the risks including but not limited:
  - a) The Company does not and cannot guarantee that funds deposited in the Client's Account for trading will not be lost as a result of the Client's transactions.
  - b) The Client acknowledges that, regardless of any information which may be offered by the Company, the value of any investment in Financial Instruments may fluctuate downwards or upwards and it is even probable that the investment may become of no value.
  - c) The Client acknowledges that he/she runs a great risk of incurring losses and damages as a result of the purchase and/or sale of any Financial Instrument and accepts that he/she is willing to undertake this risk.
  - d) The use of historical data does not constitute a binding or safe forecast as to the corresponding future performance of the Financial Instruments to which the said Information refers.
  - e) The Client is hereby advised that the transactions undertaken through the dealing services of the Company may be of speculative nature. Large losses may occur in a short period of time and may be equal to the total value of funds deposited with the Company.
  - f) Some Financial Instruments may not become immediately liquid, for example, as a result of reduced demand and the Client may not be in a position to sell them or easily obtain information on the value of these Financial Instruments or the extent of the associated risks.

- g) When a Financial Instrument is traded in a currency other than the currency of the Client's country of residence, any changes in the exchange rates may have a negative effect on its value, price and performance.
- h) A Financial Instrument on foreign markets may entail risks different to the usual risks of the markets in the Client's country of residence. In some cases, these risks may be greater. The prospect of profit or loss from transactions on foreign markets is also affected by exchange rate fluctuations.
- i) The Client should not purchase a Financial Instrument unless he/she is willing to undertake the risks of losing entirely all the money which he has invested and also any additional commissions and other expenses incurred.
- j) Under certain market conditions (for example but not limited to the following situations: force majeure event, technical failure, communications network failure, poor or no liquidity, market news or announcements etc.) it may be difficult or impossible to execute an order.
- k) Should the Equity of the Client be insufficient to hold current positions open, the Client may be called upon to deposit additional funds at short notice or reduce exposure. Failure to do so within the required time may result in the liquidation of positions at a loss and the Client will be liable for any resulting deficit.
- l) Trading on-line, no matter how convenient or efficient, does not necessarily reduce risks associated with currency trading.
- m) There is a risk that the Client's trades in Financial Instruments may be or become subject to tax and/or any other stamp duty, for example, because of changes in legislation or his/her personal circumstances. The Company does not warrant that no tax and/or any other stamp duty will be payable. The Client should be responsible for any taxes and/or any other duty which may accrue in respect of his/her trades.
- n) Before the Client begins to trade, he/she should obtain details of all commissions and other charges for which the Client will be liable. If any changes are not expressed in money terms (but for example a spread), the Client should ask for a written explanation, including appropriate examples, to establish what such charges are likely to mean in specific money terms.
- o) The Company will not provide the Client with investment advice relating to investments or possible transactions in investments or make investment recommendations of any kind.
- p) There may be situations, movements and/or conditions occurring at the weekend, at the beginning of the week or intra-day after the release of the



significant macroeconomic figures, economic or political news that make currency markets to open with price levels that substantially differ from previous prices. In this case, there exists a significant risk that orders issued to protect open positions and open new positions may be executed at prices significantly different from those designated.

### **3. Account Opening Procedure**

- 3.1 Before opening a new account, the Company provides to the Client via its Website or through an email or in person with the required information regarding the Company and a copy of this Agreement. After logging on to the website of the Company, the Client will complete and/or receive the application package which consists of the following: a) account application form, b) relevant information/documents of the client, c) Client Services Agreement.
- 3.2 The Company is obligated by the Applicable Regulations to perform KYC and due diligence procedures in order to verify the identity of each person who registers online via the Company's Website. For this purpose, the Company will collect information about the Client such as name, surname, address, telephone number, email, nationality, date of birth and other details.
- 3.3 The Company is further obliged under Applicable Regulations to obtain information about the Clients knowledge and experience with trading in Financial Instruments so that it can assess whether the requested service or product is appropriate for a Client. The Company strongly encourages its Clients to provide all the necessary information as to the knowledge and experience in trading as accurately as possible. If a Client fails to provide sufficient information or fails to provide any information, the Company will not be able to assess whether a Client possesses the necessary knowledge and experience to understand the risks involved when trading with Financial Instruments offered by the Company. As such, the Company will not held responsible in case any of the information or circumstances change, unless the Client promptly notifies the Company. For this purpose, the Company conducts an Appropriateness Assessment Test, which will apply to all interested clients before providing investment services.



- 3.4 The Company shall assume that information about a Client's knowledge and experience as this will be provided by each Client to the Company as accurate and complete. The Company shall have no responsibility towards the Client if such information is incomplete or misleading or becomes inaccurate and the Company will be deemed to have performed its obligations under Applicable Regulations, unless the Client has informed the Company of such changes.
- 3.5 Depending on the results of the Appropriateness Assessment Test, the Company will inform the Client as to the risks involved when trading with such financial instruments. The Company may even prompt a Client to open a demo account instead, prior to proceeding and reserves its right to deny the provision of investment services to a Client.
- 3.6 When the Company receives the Client's completed online application form, it may use the information to conduct any further enquiries about the Client as the Company determines under the circumstances and its internal policies and procedures. The Company also carries out additional checks or periodic reviews. The Client will need to co-operate with the Company and supply the information requested promptly. The Company relies on the information that it is provided by the Client in the online application form or otherwise as being correct and not misleading at all times, unless you notify us otherwise in writing. In particular, the Client must notify the Company as soon as possible in writing if any of the details provided to us in your application form or if your circumstances have subsequently changed.

Where the Company receives the "Client Registration Form", it assumes that the Client has completed the said form and requests for the opening of an Account with the Company on his/her own free will and after careful consideration and deliberation for trading in the Financial Instruments as these are offered by the Company.

- 3.7 The Company is not to be required (and may be unable under Applicable Regulations) to accept a person as its Client until all documentation it requires has been received by properly and fully completed by such person and all internal checks (including without limitation all anti-money laundering customer identification and due diligence checks) have been duly satisfied. It is further understood that Company reserves the right to impose additional due diligence



requirements to accept Clients residing in certain countries where the risk of money laundering may be higher. During the customer identification and due diligence checks the Company shall apply processes to verify the Client's identity for which (amongst other things) photo identification information will be required by the Client. In certain circumstances we may require this information to be authenticated by an appropriate third party. The Company requires as minimum a government issued Photo identity documents such as a passport, driving license and/or identity card containing your full name, personal photo, and date of birth, ID number and expiry date as well as evidence of your residential address, such as a utility bill or bank statement, for the verification process. The information in these documents should agree with the details submitted in Client's application.

- 3.8 The Company will assess the information received by the Client during the Account Opening Procedure in order to determine whether the Client is eligible or not in investing and/or operating a trading account with the Company. In the event that, the Client does not fully satisfy the Company's required KYC and due diligence procedure within the time period set by the Company, the Company reserves the right to return any funds deposited back to their origin and/or close the Client Account and/or to proceed to any other action deemed necessary.
- 3.9 The Client's trading account will be considered opened only when the trading account is activated, which means the trading account is not on a read only status and the Client can place his/her order for execution (i.e. the commencement of the business relationship between the Client and the Company). It is understood that the Client needs to pass the assessment and completion of the KYC and due diligence procedures of the Company prior the activation of the Client's trading account.

#### **4. Fees and Charges**

- 4.1 The Client shall be required to pay the charges as agreed from time to time, any fees or other charges imposed by third parties during the execution of the services. The Company may charge the client for the charges listed in its Cost and Charges Policy and further explained in clause 4.5 of this Agreement. Unless otherwise specified in this Agreement, the Company shall have the right to review its costs, fees, charges and commissions, from time to time in its own discretion.



In the absence of a Force Majeure event, the Company shall be providing the Client with advance notice for the change to its Cost and Charges Policy on its website and by notifying each Client within a reasonable timeframe.

- 4.2 In addition, in case of any inactivity (i.e. no trading activity on the specific trading account) or the Client adopted any kind of trading strategy, which is deemed abusive, the Company reserves the right to charge the Client all fees related to the Client's specific deposit and withdrawal, irrespective of the payment method used, which have been suffered by the Company.
- 4.3 By accepting this Agreement, the Client acknowledges that he has read, understood and is in agreement with the fees and charges uploaded on the Company's website.
- 4.4 The Company is compensated for its services through the Buy/Sell (Ask/Bid) spread, so when you open a position in a specific instrument, you essentially "pay" the spread. The spread rates per instrument can be viewed by the Client at any time on the Company's website.
- 4.5 Subject to the Financial Instruments traded by the Client, the following charges may be incurred:

#### Spread

A spread is the difference between the bid (buy) and the ask (sell) price on the specific instrument you trade. This cost is realised every time the Client opens and closes a trade.

#### Commission (applicable only to CFDs on futures and CFDs on shares)

This is the commission the Client pays when he buys and sells a Financial Instrument.

#### Currency conversion

This is the cost incurred when converting realised profits and losses as well as any costs and charges that are denominated in a currency other than the base currency of the Client's Account.

#### Overnight Funding / Swap (Financing Fee)



This is the swap cost for keeping your position open overnight. The swap cost can be positive or negative depending of the instrument to be traded. An overnight funding amount is either added to or subtracted from the Client's account when holding a position after a certain time.

#### Trading inactivity

The Client's account is associated with the cost of maintenance and other regulatory or compliance requirements, therefore, if there are no transactions by the Client for a period of three (3) months, the Company has the right to claim the applicable inactivity fee as notified to the Client from time to time and the Company may deduct such fee from the Client's Account

#### Payment Providers Fees

The Company reserves the right to charge the Client and/or debit the Client's Account with the relevant payment provider fees that correspond to the Client's deposits and withdrawals. The said fees should be applicable per region and payment provider.

- 4.6 All payments to the Company under this Agreement shall be made in such currency as the Company from time to time specify to the bank account designated by the Company for such purposes.
- 4.7 The Company may share charges with third parties, like Introducing brokers or affiliates, for services carried out on your behalf in the form of commission, mark-up, mark-down or other remuneration. Details of such remuneration or sharing arrangements may be available to the Client upon request.

## **5. Islamic / Swap-Free Accounts**

- 5.1 The Company may offer swap free trading accounts to clients who cannot use swaps due to their religious beliefs. Islamic/Swap-Free Accounts, imply no swap or rollover interest on overnight positions, which is against the Islamic faith. The Company may require supporting documentation to verify the opening of a Swap-Free Account. In addition, the Company reserves the right to refuse opening a Swap-Free Account, at its sole discretion, for any reason, without being obliged to provide any explanation or justification.



- 5.2 Other than the above Islamic/Swap-Free Accounts have exactly the same trading conditions and terms as other Company's trading account types. In addition to the below clauses, clause 9.11 is further applied to Swap-Free trading accounts.
- 5.3 The Clients that wish to change their client account into a Swap-Free Client Account shall close their open positions first.
- 5.4 The Clients that hold a Swap-Free Account may not hold open positions for a long period of time. In such an event, the Company may close the Client's open positions and swaps will be applied retroactively.
- 5.5 Clients are not allowed to use Swap-Free Accounts to make profits from swaps and may not request the payment of any swap amount that have been lost as a result of having Swap-Free Account. The Company reserves the right to revoke the Swap-Free conditions granted to a Client Account at any time for any reason.
- 5.6 Without prejudice to the provisions of clause 13.11 below, in the event the Company detects any form of abuse, manipulation, "interest / cash back, arbitrage" or any other form of deceitful or fraudulent activity in regard to any Swap-Free Account, the Company reserves the right to proceed with the following actions, without notice to the Client:
  - a) Revoke the Swap-Free conditions from the Client's account(s)
  - b) Charge any uncharged swaps and any related uncharged interest expenses and/or costs pertaining to any Swap-Free Account(s)
  - c) Cancel all generated profits from the Swap-Free Account(s)
  - d) Close all account(s) that the Client holds with the Company and nullify all positions and profits in the Swap-Free Account(s)
- 5.7 Hedging positions in Swap-Free Account(s) is forbidden. In such an event, the hedged positions will be closed and swaps will be applied retroactively.
- 5.8 All open positions in a Swap-Free Accounts may be closed by the Company every Friday, an hour before the market is closed and may be opened again by the Client.



- 5.9 All the other provisions of this Agreement shall apply to the Swap-Free Account(s).

## **6. Conflict of Interest**

6.1 The Company will take all reasonable steps to identify and manage conflicts of interest between itself, including its managers and employees or other relevant persons as well as any person directly or indirectly linked to them by control, and their clients or between one client and another, that arise in the course of providing any of the Services under this Agreement, and to organize and control their internal affairs responsibly and effectively.

6.2 The Company will manage conflicts of interest fairly, between itself and its clients, between itself and its employees and between its customers and to organise and control their internal affairs responsibly and effectively in accordance with its Conflict-of-Interest policy which is available in the Company's [Website](#).

## **7. Inducements**

7.1. The Company shall take reasonable steps to ensure that neither it nor any of its employees or agents either offers or gives, or solicits or accepts, any inducement that is likely to conflict with any duties owed to its clients. For this purpose, the Company does not receive or pay any fees, commissions or non-monetary benefits in relation to the provision of the services to or by any third party, except Client, subject to clause 6.2.

7.2. The Company may pay and/or receive fees/commission to/from third parties, provided that these benefits are designed to enhance the quality of the offered service to the Client and not impair compliance with the Company' duty to act in the best interests of the Client. An indicative list of fees/commission to/from third parties which are designed to enhance the quality of the offered service to the Client and not impair compliance with the Company' duty to act in the best interests of the Client may be regulatory levies, legal fees, bank and payment provider fees, liquidity providers' fees, platform fees etc.



- 7.3. A fee, commission or non-monetary benefit should only be paid or received where:
- a) It is justified by the provision of an additional or higher level service to the relevant client, proportional to the level of inducements received
  - b) It does not directly benefit the recipient firm, its shareholders or employees without a tangible benefit to the client
  - c) It is justified by the provision of an on-going benefit to the relevant client in relation to an on-going inducement
- 7.4. The Company shall keep records evidencing the fees, commissions or non-monetary benefits paid or received by the Company which are designed to enhance the quality of the relevant service to the client.

## **8. Client Money and Transfer of funds**

- 8.1. The Company ensures to promptly place any Client money segregated from the Company's own accounts and opened with an approved bank and/or a payment provider that has been assessed by the Company and/or approved by the Company's Management. Any Client's money shall be paid into a segregated client bank account denoted as "Client" bank account.
- 8.2. Unless the Client notifies the Company in writing or otherwise, the Company may pass on Client money or allow another person, such as an exchange, a clearing house or an intermediate broker, to hold or control Client money where the Company transfers the Client money (a) for the purposes of a transaction for the Client through or with that person; or (b) to meet the Client's obligations to provide collateral for a transaction (e.g. a margin requirement for a derivative transaction). By accepting this Agreement, the Client gives his consent and authorizes the Company, where applicable, to transfer/hold his funds in other parties or business partners i.e. liquidity providers for settlement purposes. The Company shall not be liable for the solvency, acts or omissions of any institution with which Client money is held.
- 8.3. 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 in which case the Client will not have any claim against a



specific sum in a specific account in the event of insolvency. The Company does not accept any liability or responsibility for any resulting losses.

- 8.4. By entering into this Agreement, the Client agrees that the Company will not pay the Client interest on Client money or any other unencumbered funds.
- 8.5. Any amounts transferred by the Client to the Client's bank account will be deposited in the Client's Account at the "value date" of the received payment and net of any deduction/charges by the Client's bank account providers. In case the Client's account reaches a stop-out during the processing period of the deposit, the Company bears no responsibility for any losses suffered.
- 8.6. The Company acts in accordance with international anti-money laundering regulations and local anti-money laundering rules thus the transfer of funds and transactions are based on these rules. For this purpose, Client's withdrawals should be made using the same method used by the Client to fund his Client Account and to the same remitter. The Company reserves the right to decline a withdrawal with a specific payment method and will suggest another payment method where the Client needs to proceed with a new withdrawal request or seek further documentation while processing the withdrawal request. Where applicable, if the Company is not satisfied with any documentation provided by the Client or if the company has reasonable grounds for suspecting that a Client violates Applicable Regulations, then the Company will reverse the withdrawal transaction and deposit the amount back to the Client's Account and the Client will suffer the relevant Client's bank account provider's charges.
- 8.7. By accepting this Agreement, the Client gives his consent and authorizes the Company to make deposits and withdrawals from the Client's bank account on the Client's behalf, including but not limited to, the settlement of transactions performed by or on behalf of the Client, for payment of all amounts due by or on behalf of the Client to the Company or any other person.
- 8.8. The Client acknowledges that in cases where a Client's bank account is frozen for any given period and for any given reason the Company assumes no responsibility and the Client's funds will also be frozen.



## 9. Client's Orders/Instructions & Execution of Orders

- 9.1. Execution of Orders: It is the Company's approach to take all sufficient steps to obtain the best possible result on behalf of its Clients when executing Client orders on Financial Instruments offered by the Company or receiving and transmitting orders for execution. The Client understands and acknowledges that the Company will enter into transactions with the Client either as principal (counterparty) or an agent. The Company will be the contractual counterparty to the Client.
- 9.2. The Company, when executing orders, will obtain the best possible result for Clients, taking into account factors like price, costs, speed, likelihood of execution and settlement, size, market impact or any other consideration relevant to the execution of the order. Where the Company executes an order on behalf of a Client, the best possible result shall be determined in terms of the total consideration, representing the price of the financial instrument and the costs relating to execution, which shall include all expenses incurred by the Client which directly relate to the execution of the order.
- 9.3. For determining the importance of the execution factors indicated above, the following criteria are also taken into account:
- The characteristics of the Client
  - The characteristics of the Client order;
  - The characteristics of Financial Instruments that are the subject of that order;
  - The characteristics of the execution venues to which that order can be directed.
- 9.4. The Client understands and confirms that all orders received by the Company from the Client are orders for execution outside a Regulated Market or MTF.
- 9.5. Client's Orders/Instructions: Orders may be placed with the Company once the Client gets access to the Company's Trading Platform. The Company will be entitled to rely and act on any Order placed on the Trading Platform without any further enquiry to the Client and any such Orders will be binding upon the Client.



- 9.6. The Company's Buy/ Sell prices for a given CFD are calculated by reference to the price of the relevant Underlying Asset. Third party reputable external resources (i.e. feed providers) obtain prices (Buy/Sell prices) of the Underlying Asset for a given CFD. The Company then uses the prices given by the feed providers to calculate their own tradable prices for a given CFD. The Company adjusts the Spread (i.e. the difference between the Buy/Sell prices), hence the prices it quotes to Clients compared to the prices it obtains from third party external reference sources may differ, as they include a Spread adjustment. The Company provides Quotes by taking into account the Underlying Asset price. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.
- 9.7. Orders can be placed, executed and changed or removed within the trading hours for each CFD showed on the Company's Website, as amended from the Company from time to time and if they are not executed they shall remain effective through the next trading session (as applicable). The Company shall not be obliged to arrange for the execution of the Client's orders in respect of any CFD out of normal trading hours which appear on the Company's Website.
- 9.8. If any tradable instrument becomes subject to possible adjustments, the Company will determine the appropriate adjustment, if any, to be made to the opening/closing price, size, value and/or quantity of the corresponding transaction. The determination of any adjustment or amendment to the opening/closing price, size, value and/or quantity of the Transaction (and/or the level or size of any order) shall be at the Company's sole discretion and shall be conclusive and binding upon the Client. For the avoidance of any doubt, where the Client opens positions on the ex-dividend day, the Company has the right to close such positions at the last price of the previous trading day and open the equivalent volume of tradable instrument at the first available price on the ex-dividend day. The Company shall inform the Client of any adjustment or amendment via its internal mail as soon as is reasonably practicable.
- 9.9. During the occurrence of a manifest error i.e. a manifest or obvious misquote by the Company, or any market, liquidity provider or official price source on which the Company has relied in connection with any transaction, having regard to the current market conditions at the time an order is placed as the Company may reasonably determine, the Company may amend the details of affected



transactions to reflect what the Company reasonably determines as correct and fair and/or declare any or all affected transactions as void.

- 9.10. During periods of abnormal Market (Volatile) Conditions, during news announcements, on opening gaps (trading session starts), or on possible gaps where the Reference Asset has been suspended or restricted on a particular market, Buy/Sell Stop and Stop Loss orders may not be filled at requested/declared price but instead at the next best available price. In such case, Take Profit orders below/above Buy Stop/Sell Stop orders or Stop Loss orders above/below Buy Stop/Sell Stop orders during activation will be removed. The same applies when a trading strategy is deemed as abusive, because it is aiming towards potential riskless profit or another strategy deemed by the Company to be abusive. Accordingly, placing a Stop Loss order will not necessarily limit the Client's losses at the intended amount.
- 9.11. The Company may amend the level of swap rate on a financial instrument at its discretion, for instance, where the Client holds a position for a period of 10 calendar days or more. Furthermore, the Company may offer the possibility to the Clients for swap free trading, however it reserves the right to enable or disable swap free trading at its discretion and/or reverse any cumulative profits generated from such trading and/or charge retrospectively fees that should have been incurred if swap free trading was disabled. This may happen when the Client engages in trading strategies that rely on arbitrage opportunities and/or riskless arbitrage and/or swap abuse i.e. hedging aiming at riskless profit and/or in cases where the Company considers this as necessary. Notwithstanding the above, a storage amount may apply for swap free accounts, where applicable.
- 9.12. The Company prohibits and/or has the right to not allow trading strategies aimed at exploiting errors in prices by taking advantage of internet, connectivity delays and price feed errors i.e. arbitrage, internal hedging in coordination with other parties, fraud, manipulation, abuse of negative protection rule and/or any other fraudulent activity. The Company reserves the right, at its sole discretion, to revoke any transactions based on fraudulent trading strategies, to make all necessary corrections or adjustments such as to adjust the price spread available to the Client where applicable and/or remove any profit/loss generated. In addition, the Company reserves the right to charge the Client, in case he/she applied any fraudulent activity, with an administration fee up to 10% of the initial



deposit and with a maximum charge at \$1,500 for covering any administration fees as well as any transaction fees imposed by the payment institutions on processing the Client's deposit(s) and withdrawal(s). Furthermore, the Company reserves the right to terminate the Account without notice as per the provisions of this agreement.

9.13. Without limiting the generality of the foregoing, it is absolutely prohibited for the Client to take any of the following actions in relation to the Platform:

- a) Use any software which applies artificial intelligence analysis to the company's systems and/or Platform.
- b) Intercept, monitor, damage or modify any communication which is not intended for him/her.
- c) Use any type of spider, virus, worm, trojan-horse, time-bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Company's systems or Platform or the communication system or any system of the Company.
- d) Send any unsolicited commercial communication not permitted under Applicable Regulations or any other Law.
- e) Do anything that will or may violate the integrity of the Company computer system or Platform or cause such system(s) to malfunction or stop their operation.
- f) Unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform or its systems.
- g) Perform any action that could potentially allow the irregular or unauthorized access or use of the Platform or systems.
- h) Use the Platform and/or obtain any time of profit and/or benefit and/or advantage from such use of the Platform, while having the knowledge and/or reasonable belief that there may be any time of weakness and/or malfunction of the Platform and/or system and/or products offered through the Platform.

9.14. The abovementioned list shall be considered collectively as "Prohibited Actions". The Company reserves all its legal rights in case any Prohibited Actions are performed by any of its Clients in accordance with this Agreement. Upon an event



of Prohibited Action, the Company, at its absolute discretion, may proceed with the following actions:

- A) Restrict and/or block access Client access to the Trading Platform;
- B) Block and/or revoke the access data and/or access codes;
- C) Terminate the Agreement immediately;
- D) Close the Client Account;
- E) Disable trade opening and/or closing and/or modification;
- F) Take legal action for any losses suffered;

9.15. If the Company reasonably suspects an abusive trading technique based on the Client's trading strategy and/or any form of prohibited trading techniques, including but not limited to, pip-hunting, use of plug-ins that affect the reliability, smooth/orderly operation of Company's electronic systems, placing orders prior to the release of financial data, arbitrage, manipulations or a combination of faster / slower feeds, trading strategies aimed at exploiting errors in prices by taking advantage of the internet and/or connectivity delays, internal hedging in coordination with other parties with the intention to create riskless profit gained from abusive trading strategies, riskless arbitrage, gain profit from the Company's possible systems bugs and/or weaknesses and/or malfunction, and/or abuse of the Company's "No Negative Balance Policy" (as described in the Risk Disclosure Notice) the Company shall immediately proceed with the following actions:

- a) Void, cancel or reverse any profits and/or advantages gained or received as a result of the abusive trading transaction.
- b) Close any trading account(s).
- c) Terminate the Agreement.
- d) Suspend and/or Terminate the Client Account(s)
- e) Revoke any transaction based on fraudulent trading strategies
- f) Adjust price spread / remove profits or loss generated
- g) Charge the Client for the fraudulent activity (par. 4)
- h) Disable swap free trading, reverse cumulative profits

It is clarified that trading with high margin utilization and/or using high leverage approximately 15 minutes before and/or 10 minutes after the release of major events and/or market news could be considered by the Company in



its own and absolute discretion as abuse of the No Negative Balance Protection.

9.16. Clients who performed any of the above actions will be strictly prohibited from opening a new trading Account(s) and trade with the Company. Nevertheless, in cases where a Client may successfully open an Account and trade with the Company due to technical and/or human error, the Company reserves every right to immediately close such Account upon identification, nullify any profit / loss generated and refund the original amount of deposit, excluding any deposit and withdrawal charges.

9.17. Subject to the above, the Company reserves the right to confiscate any profits and/or revenues earned directly or indirectly by engaging in such a Prohibited Action and/or prohibited trading technique and/or charge the Client additional fees in these cases. Moreover, the Company shall also be entitled to notify any interested third parties

## **10. Margin/Leverage Level**

10.1. The Margin/leverage levels applicable to the different products offered by the Company can be found on the Company's Website at <http://www.m4markets.com>. If at any time the Equity falls below a certain percentage of the required Margin, specified on the Website, 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.

The Client is responsible to monitor its account balance and keep sufficient funds in its Account in order for its open positions to remain unaffected. The Company shall have the right, but not the obligation, to start closing Client's open positions starting from the most unprofitable, when the Margin is less than 100% of the Margin requirement. In the case where the Margin is equal to or less than 50% of the Margin requirement, then Client's positions shall be automatically closed, starting from the most unprofitable, at the prevailing market price.

10.2. Margin or leverage Level may be set and varied without prior notice from time to time in the Company's sole and absolute discretion in order to cover any realised or unrealised losses arising from or in connection with transactions, including subsequent variation of any Margin rates set at the time transactions are opened.



The Client can request to change his account leverage at any time by contacting the Company.

- 10.3. The Client acknowledges that the Company has the sole discretion to limit the Client's trading account margin or leverage at any given time, without the Client's consent, either on a permanent basis or for a limited period of time. Such an event will be disclosed to the Client by the Company on the Company's website or directly to the registered email address of the Client.
- 10.4. On every Friday and between the hours of 21:00 till 24:00 (GMT+3) and occasionally before the release of major economic news, the Company may maintain a maximum leverage on remaining instruments other than FX for any new positions opened during such period which such requirement, if any, will be disclosed in the Company's website.

## **11. Decline of Client's Orders and Instructions**

- 11.1. Without prejudice to any other provisions contained herein, the Company, is entitled, at any time and at its discretion, without giving notice or explanation to the Client to restrict the Client's trading activity, to cancel orders, to decline or refuse to transmit or execute any Order of the Client, and the Client has no right to claim any damages, specific performance or compensation whatsoever from the Company, in any of the following cases:
  - a) under abnormal market conditions;
  - b) If the Client's free Margin is less than the required Margin or there are no available cleared funds deposited in the Client Account to pay all the charges of the particular order;
  - c) it is impossible to proceed with an order regarding the size or price or the proposed Transaction is of such a size (too small or too large), that the Company does not wish to accept that order or the Company believes that it will not be able to hedge the proposed transaction or it is impossible for the order to be executed due to condition of the relevant market;
  - d) where the Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;
  - e) in consequence of request of regulatory or supervisory authorities or a court order;



- f) where the legality or genuineness of the order is under doubt;
- g) there is absence of essential detail of the order or the order is not clear or has more than one interpretation;
- h) a Quote is not obtained from the Company or the Quote obtained by the Company is an indicative Quote or the Quote is the result of manifest error or Quote is an error Quote;
- i) internet connection or communications are disrupted;
- j) a Force Majeure Event has occurred;
- k) the Company has sent a notice of termination of this Agreement to the Client;
- l) the Client has failed to meet the minimum Margin requirement;

## **12. Transaction Settlements and Confirmations**

12.1. The Company will proceed with transaction settlements upon execution, in accordance with the normal practice for the Financial Instrument or the relevant market rules. The Company will provide the Client with online access to his Client Account via the Trading Platform, which will provide him/her with sufficient information on among others order(s) status.

12.2. The Client understands that transaction confirmations are available via the Trading Platform and he/she will be able to access account information through the Trading Platform. Through the Trading Platform the Client may view its balance as well as all of its account activity. The Client will also be able to generate daily, monthly and yearly reports of account activity as well as a report of each executed trade. Updated account information will be available no later than 24 hours after any activity takes place on the Client's Account. At all times, Client's account information will include, and is not limited to, trade confirmations with ticket numbers, purchase and sales rates, Margin, amount available for trading as well as current open and pending positions.

## **13. Trading Platform usage**

13.1. The Client shall enter his user ID and password ("Codes") registered during the online account opening procedure when logging on to the Company's Trading Platform. The Client should notify the Company without undue delay on



becoming aware of unauthorized use of the Trading Platform, or if the Client suspects that the password has been misappropriated by a third party.

13.2. The Client shall take all necessary precautions to ensure the confidentiality of all information, including, but not limited to, the Codes to the electronic systems, Transaction activities, account balances, as well as all other information and all orders. The Client shall be solely responsible for all orders and the accuracy of all information sent via the internet using its Codes. The Client acknowledges that the Company bears no responsibility in the case that the Codes are used in an unauthorized manner by any third party.

13.3. The Company shall not be responsible for losses resulting from the Client's installation and use of the computer programs used on the Trading Platform, unless such liability follows from indispensable rules of law. Where the Trading Platform is used by the Client, it shall be responsible for ensuring that the Trading Platform is adequately insured against direct and indirect losses which may result from the installation and use of the computer programs in the Client's computer system. Furthermore, the Client shall be obliged to make backup copies of data which, should such data be lost, might result in losses for the Client.

13.4. When using the Company's platform, the Client shall:

- run such tests and provide such information to us as we shall reasonably consider necessary to establish;
- ensure that the system and/or hardware equipment used by the Client satisfies the requirements notified by us to you from time to time;
- carry out virus checks on a regular basis;
- inform us immediately of any unauthorized access to its system or instruction which the Client know of or suspect and, if within its control, cause such unauthorized use to cease; and not at any time leave the terminal from which the Client have accessed the trading platform or let anyone else use the terminal until he has logged off the trading platform.

13.5. To the extent permitted by Applicable Regulations, the Company shall not be liable for:

- a) any loss, expense, cost or liability (including consequential loss) suffered or incurred by the Client as a result of instructions being given, or any other



communication being made via the internet or other electronic media; the Client shall be solely responsible for all orders, and for the accuracy of all information, sent via such electronic media; and

- b) any loss or damage that may be caused to any equipment or software due to any viruses, defects or malfunctions in connection with the access to, or use of, the electronic systems.

13.6. If the Client wants to use a third party software application to provide trading signals or advice or other trading assistance like an “expert advisor” or a hosting environment allowing for real-time access to the Client’s Account, the Company and its third party suppliers or licensors make no warranties or representations of any kind, whether expressed or implied for the service it is providing. The Company and its third party suppliers or licensors also disclaim any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of funds, data, non-deliveries or service interruptions by any cause or errors or omissions by the Client. The Client’s use of any information obtained by way of an expert advisor used in conjunction with a hosting environment or otherwise is at the Client’s own risk, and the Company and its third party suppliers specifically disclaim any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. The Company and its third party suppliers or licensors do not represent or guarantee the speed or availability of end-to-end connections. The Company and its third party suppliers or licensors shall not be subject to any damages or liability for any errors, omissions or delays therein including unavailability. The licensed products and all components thereof are provided on an “as is” basis and are separate and distinct from the services provided under this Agreement. Where the Company believes that a Client is using additional functionalities /plug-ins where it affects the reliability and/or smooth and/or orderly operation of the electronic systems the Company has the right to suspend or terminate the Client’s Account.

13.7. The Company makes every effort to deliver high quality products. However, we do not guarantee that our products are free from defects. Our software is provided “as is” and the Client uses the web platform at his own risk. The Company makes no warranties as to performance, fitness for a particular purpose, or any other warranties whether expressed or implied. No oral or written communication from



or information provided by the Company shall create a warranty. Under no circumstances shall the Company be liable for direct, indirect, special, incidental, or consequential damages resulting from the use, misuse, or inability to use this software, even if the Company has been advised of the possibility of such damages.

13.8. The Client understands that the use of the Trading Platform including each Transaction the Client complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to him or any agreement by which the Client is bound or by which any of the Client's assets are affected;

#### **14. Market Abuse**

14.1. The Client acknowledges that he will not enter into any transaction which falls within the definition of market abuses of Seychelles Securities Act 2007 as amended. This rule applies to all forms of market abuse such as insider trading (an abusive exploitation of privileged confidential information), the misuse of information and directors trading in shares of their own companies;

14.2. If the Company suspects or has reasonable grounds to believe that the Client has been engaged into an abusive behavior as indicated above the Company reserves the rights to void and/or cancel part or all Client's abusive trading transactions, close all and any of the Client's trading accounts and terminate this Agreement under s.22.

#### **15. Third Party Authorisation**

15.1. The Client has the right to use a power of attorney to authorise a third person "Representative" to act on behalf of the Client in all business relationships with the Company as defined in this Agreement. The power of attorney should be provided to the Company accompanied by all identification documents of the representative and/or any other documentation requested by the Company. If there is no expiry date, the power of attorney will be considered valid until the written termination by the Client.



15.2. The Client further ratifies and accepts full responsibility and liability for all instructions given to the Company by the Representative (and for all transactions that may be entered into as a result) and will indemnify (fully compensate or reimburse) the Company and keep the Company indemnified against any loss, damage or expense incurred as a result of acting on such instructions. This indemnity shall be effective irrespective of the circumstances giving rise to such loss, damage or expense, and irrespective of any knowledge, acts or omissions of the Company in relation to any other account held by any other person or body with the Company.

15.3. The Client agrees to further indemnify the Company (fully compensate and reimburse) for any loss, damage or expense incurred as a result of the Company acting on instructions of the Representative outside the scope of the Representative authority or the Representative's breach of any term of their appointment.

## **16. Introducing Brokers and Affiliates**

16.1. The Client may have been recommended by an introducing broker or an affiliate based on a written agreement with the Company subject to the Applicable regulations.

16.2. The Company may pay a fee/commission to introducing brokers and/or affiliates based on a written agreement. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commission or any other remuneration paid by the Company to introducing brokers or affiliates.

16.3. The Company shall not be liable for any type of agreement that may exist between the Client and the introducing broker or affiliate or for any additional costs as a result of this Agreement.

16.4. The Client acknowledges that the introducing broker or affiliate is not a representative of the Company.

## **17. Privacy and Data Protection rules**



- 17.1. The Company is committed to protecting the privacy of all personal information that it obtains from the Client and hereby lists how and why the Company collects, use, disclose and protect the Client's personal information.
- 17.2. **Purpose of data collection:** The Company Collects Client's personal information in order to provide the Client with its products and services and to establish and manage the Client's account. By collecting Client's information, the Company will be able to monitor and improve the services it offers to its existing and potential clients.
- 17.3. The Company will collect and process the following personal information about the Client:
- Personal information provided during account opening procedure when the Client fills the application or other forms on the Company's website. The information may include the Client's name, address, contact details, financial information about your income and wealth, professional and employment details, trading history and other personal information.
  - Information about the Client's use of this website and the Company's platform. This information may include site areas visited, pages viewed, frequency and duration of visits
  - Subject to Applicable Regulations, the Company will monitor and record the Client's calls, emails, text messages and other communication for regulatory compliance, crime prevention and detection, to protect the security of communications systems and procedures, for quality control and staff training etc. The Company will also monitor activities on the Client' account where necessary for these reasons and this is justified by the Company's legitimate interests or legal obligations.
- 17.4. **Usage of Information** \The Company may use information for the following purposes (list not exhaustive):
- Provision of the Services under this Agreement
  - For KYC and due diligence purposes i.e verification of identity
  - For maintenance and management of the Client's account as well as administration of the services provided to the Client
  - Communication with the Client when necessary or appropriate
  - Compliance with legal and regulatory requirements



17.5. Share of Information: The Company may share Client's personal information with business partners and suppliers with whom the Company may have outsourced certain of business functions or cooperating with. Personal data collected by the Company may be transferred or disclosed to third party contractors, subcontractors, for the purposes for which the Client has submitted the information i.e agreements with Service Providers.

17.6. It is the Company's policy to disclose information to third parties under the following circumstances:

- As required by Applicable Regulations, statute, rule, regulation or professional standard, search warrant or other legal process
- For regulatory compliance purposes
- When explicitly requested by the Client
- Or otherwise as set out in this section

17.7. In order for the Company to provide services to its Clients, the Company may be required to transfer the Client's personal information to parties located in countries which may not have an equivalent level of data protection laws as in the Seychelles. Where this is the case we will take reasonable steps to ensure the privacy of the information. The Client acknowledges and understands that by submitting its personal information to the Company agrees to the aforesaid transfer, storage and processing of the information.

17.8. If the Client wishes to withdraw its consent to the use of information, rectify a personal information or request the provision or deletion of information held by the Company related to itself, he may submit its request at the email address [compliance@m4markets.com](mailto:compliance@m4markets.com)

## **18. Force Majeure**

18.1. In case of a force majeure event as listed below (list not exhaustive), the Company shall not be liable for any failure to provide the Services under this Agreement, beyond its control:

- a) Government actions, war or hostilities, acts of terrorism, national emergency,



- b) Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, pandemic, epidemic or other natural disasters;
- c) Labour disputes and lock-out which affect the operations of the Company;
- 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 that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
- e) Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or wilful default of the company and hacker attacks);
- f) Any event, act or circumstances not reasonably 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;
- g) 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;
- h) A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, supervisory, regulatory or supranational body or authority;
- i) The occurrence of an excessive movement in the level of any Transaction and/or Underlying Asset or Market or the Company's anticipation (acting reasonably) of the occurrence of such a movement;
- j) The failure of any relevant supplier, financial institution intermediate broker, liquidity provider, agent or principal of the Company, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organisation, for any reason, to perform its obligations.
- k) k. An unexpected material event which can effect standard trading conditions on a Financial Instrument and/or any other tradable instrument;

18.2. If the Company determines reasonably that a force majeure event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time proceed with the following actions:

- a) increase Margin requirements without notice;
- b) decrease leverage;



- c) close out any or all open positions at such prices as the Company considers in good faith to be appropriate;
- d) refuse to accept orders from Clients;
- e) determine at its discretion the quotes and spreads that are executable through the Company's Trading Platform;
- f) 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;
- g) 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;
- h) shut down the Platform in case of malfunction for maintenance or to avoid damage;
- i) cancel any Client Orders;
- j) inactivate the Client's Account(s);
- k) increase Spreads;
- l) amend the Stop Out level;

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 obligation under this Agreement where such failure, interruption or delay is due to a Force Majeure Event.

## **19. Complaints Procedure**

19.1. All Clients' complaints shall be handled by the Company's Compliance Department. However, the final settlement of non-trivial complaints shall be approved by Senior Management.

19.2. In cases where a Client has any cause for complaint in relation to the services provided by the Company, the Client should file a complaint as per the Company's Complaint Handling policy which is available on the Company's website. Clients can also be provided with a hard copy of the Complaints Handling Policy at the Company's head offices or any other place of business including any of its agents.



19.3. The Client may register a complaint by completing the Complaint Form using any of the following options:

- Via Email at: [compliance@m4markets.com](mailto:compliance@m4markets.com)
- In a hard copy along with a copy of the complainant's identification document and any other additional information relevant to the complaint, to the Company's head offices, which are located at JUC Building, Office No.F4, Providence Zone 18, Mahé, Seychelles.

19.4. The Client should provide all relevant documentations as well as any additional information requested by the Compliance Officer in order to ensure all records are collected and the complaint is properly resolved on time.

19.5. Following reception confirmation, the Company shall investigate the client's complaint with outmost professionalism in line with its Complaint Handling Policy, available [here](#).

## **20. Representations and Warranties**

20.1. The Client represents and warrants to the Company the following:

- a) The Client is over 18 years' old, or at the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to the Client;
- b) The Client is of sound mind and capable of taking decisions for their own actions;
- c) The Client has not been coerced, or otherwise persuaded to enter into the Agreement, nor have entered into the Agreement based on any representation other than what is included herein;
- d) There are no restrictions on the markets or financial instruments in which any transactions will be sent for execution, depending on the Client's nationality or religion;
- e) The Client will not use the IP or the Platform or Website in contravention to this Agreement, or for unauthorized or unlawful purposes and that he/she will use the IP, Platform and Website only for the benefit of their Account and not on behalf of other person;
- f) The information provided by the Client to the Company in the account opening application form and at any time thereafter is true, accurate and



- complete, and at any time there is a change to the Client personal data, the client will ensure that this data is updated and accurate, and the documents are valid and authentic;
- g) The Client is the individual who has completed the Account Opening Application Form or, if the Client is a Company, the person who has completed Client Registration Form on the Client's behalf is duly authorized to do so;
  - h) The Client is acting as a principal and not as agent or representative or trustee or custodian on behalf of a third party. The Client may act on behalf of someone else only if the Company specifically consents to this in writing and provided all the documents required by the Company for this purpose are received;
  - i) Any actions conducted by the Client under this Agreement will not violate any 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 or funds are affected;
  - j) The Client has read and fully understood and undertakes to comply with the terms of this Agreement;
  - k) The Client funds are not in any direct or indirect way the proceeds of any illegal activity or used or intended to be used for terrorist financing;
  - l) The Client is not a resident in any jurisdiction in which the Company does not offer its services, as this is listed in the Company's Website.
  - m) The Client consents to the provision of the information of the Agreement by means of a Website or email, or through the Platform where appropriate;
  - n) The Client confirms that has regular access to the internet and consents to the Company providing him/her with information, including without limitation, information about amendments to the Terms and Conditions, costs, fees, the provisions of this Agreement and/or any amendments thereto, policies and information about the nature and risks of investments by posting such information on the Website or email. The Client may request for these to be sent by post or fax;
  - o) There is no pending or, to the best of the Client's knowledge, any legal proceeding before any court, arbitration court, governmental body, agency or official likely to affect, the legality, validity or enforceability against him of this Agreement;



- p) Any information which the Client provides to the Company will not be misleading and will be true and accurate in all material respects;
- q) There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating Client's activities, which could prevent or otherwise inhibit the Client entering into, or performing in accordance with this Agreement and/or under any transaction which may arise under them;
- r) The Client consents to the provision of Trading Account information and trade confirmations on the internet via the Platform instead of having such information delivered to him/her by email or mail. The Client may revoke his/her consent under this section at any time by closing his/her Trading Account in accordance with the provisions of this Agreement.
- s) The Client is not entering into any transaction unless he has a full understanding of all of the terms, conditions and risks involved;

## **21. Communication and Notices**

21.1. Any notice, instruction, request or other communication to be given to the Company by the Client under the Agreement shall be in writing and shall be sent to the Company's email address at [support@m4markets.com](mailto:support@m4markets.com)

## **22. Account Closing Procedure**

22.1. Account Closing Procedure: Either party can terminate this Agreement by giving seven (7) business days' written notice to the other party. Following the notice, the Client should close all open positions. In the case where the Client has open positions during the termination notice period, then the Company reserves the right not to accept any new Transaction orders and the Company shall have the right to close all of the Client's open positions on expiry of the notice period to the extent the Client has not already done so. Upon termination of this Agreement, the Company shall be entitled to cease the access of the Client to the Trading Platform.

22.2. The Company is entitled to close all open positions and terminate this Agreement immediately without giving prior written notice in the following cases:



- The Client fails to comply with any obligation to make any payment when due under this Agreement;
- There are reasonable grounds to believe that the Client is in breach of this Agreement;
- The Client activity might be a violation of any Applicable Regulations;
- The Client dies, becomes or is adjudged to be of unsound mind, is or becomes unable to pay his debts as they fall due, is or becomes bankrupt or insolvent within the meaning of any insolvency law or any suit, action or proceeding is commenced for any execution of all or any part of the property, undertaking or assets of the Client;
- The Client commences a voluntary case or other procedure, or there is an involuntary case or other procedure or other similar procedure under any insolvency law.

22.3. The Company may terminate this Agreement immediately without giving prior written notice, and the Company have the right to reverse and/or cancel all previous Transactions on a Client's account, in the following cases:

- The Client involves the Company directly or indirectly in any type of fraud, in which it places the interests of Company and/or the Company's clients at risk prior to terminating this Agreement.
- The Client's trading activity adversely affects in any manner the reliability and/or smooth operation and/or orderly functioning of the Trading Platform.

22.4. In the event the Client has breached any of the terms of the present Agreement and/or any regulatory authority requests from the Company to terminate the Account with immediate effect, then the Company reserves its right to Terminate this Agreement immediately and without prior notice. Termination of the Agreement shall not imply that any of the Client's responsibilities cease to exist. In such an event the Company bears no liability if the Client suffers any losses as a result of such Termination.

22.5. Following termination, the Company and the Client undertake to fulfil and complete all obligations derived from this Agreement and this Agreement shall continue to bind both parties in regard to the existing commitments or any contractual commitments which were intended to remain in force. The Company



is entitled to deduct all amounts due to it before transferring any credit balances in any Account to the Client. If there are no amounts due to the Company by the Client, the Company shall immediately transfer to the Client the Client's funds in its possession, providing that the Company shall be entitled to keep such Client's assets as necessary, to pay any actual, pending or contingent obligations or liabilities of the Client.

22.6. Subject to clause 22.5, upon termination of this Agreement the Company is hereby authorized to:

- a) Combine any Account(s) of the Client, to consolidate the balances in such Client's Account(s) and to set off those balances;
- b) Close the Client Account(s);
- c) Convert any currency;
- d) Close open positions;
- e) In absence of illegal activity or suspected illegal activity or fraud of the Client or instructions from the relevant authorities, if there is Balance in the Client's favor, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any Nominee or/and Custodian to also pay any applicable amount. Such funds shall be delivered in accordance to the Client's Instructions to the Client. It is understood that the Company will affect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.

## 23. Cancellation Procedure

23.1. The Client has a period of 14 calendar days from acceptance of this Agreement to withdraw from this Agreement provided that the Client has not been engaged or involved in any transaction with the Company. This right of withdrawal or cancellation shall not apply following any transaction executed under this Agreement which will thereafter remain binding upon the Client and the procedure indicated in clause 21 above applies.



## 24. Refund Policy

24.1. In certain cases, the Company may refund payments made by credit cards. The Client has the right to close the trading account subject to the Company's Account Closing (Clause 22) and Cancellation procedure (Clause 23). In the case where the Client is eligible to a refund, the Company maintains a refund policy where the refund will be done on the same card used for the payment. The Client will be eligible to a refund provided that there are no amounts due to the Company by the Client, the trading account(s) has not been suspended in any way due to violation of this Agreement and/or due to any other abuse detected by the Client. The Company does not have to perform any refund in case the loss occurred due to a trading performed in the Client's trading account. The Client further acknowledges that the processing of refund requests can take about 2-3 weeks' till reaching the Client's bank account but it is always subject to the terms of business of each Client's bank or credit card provider. All other requests will be treated as normal withdrawals and will be processed as per Company's policies and procedures.

## 25. Company Liability

25.1. Nothing in this Agreement excludes or limits the Company's liability for any matter that cannot be excluded or limited under Applicable Regulations.

25.2. The Company will not be liable to the Client for any loss which arises as a result of:

- a) Any error or failure or interruption or disconnection in the operation of the Platform, or any delay caused by network failures, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorized access, and other similar computer problems and defects;
- b) Any failure by the Company to perform any of its obligations under the Agreement as a result of Force Majeure Event or other cause beyond its control;
- c) Acts, omissions or negligence of a third party;



- d) Unauthorized third parties having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;
- e) Currency risk
- f) Any changes in the rates of tax;
- g) The occurrence of slippage;
- h) For the Client's or the Client's Authorized Representative trading decisions;
- i) The Company's compliance with, or the exercising of any of the Company's rights in accordance with, Applicable Regulations or this Agreement;
- j) The Client's negligence, fraud or breach of this Agreement or Applicable Regulations;
- k) Any abnormal market condition or force majeure event;
- l) Any delays, delivery failures, or failures in transmission of any order or any other communication or any other loss or damage resulting from the transfer of data over mobile or other communications networks and facilities outside of the Company's control.
- m) All orders given through and under the Client's Access Data;
- n) Any failure of the Client to provide the Company with the correct Bank Account details;

25.3. Neither the Company nor the directors, officers, servants, agents or representatives of the Company shall be liable to the Client (except in the case of fraud) for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost which the Client may suffer or incur arising from the act of omissions of the Company under this Agreement regardless of how such loss, liability or cost was caused and regardless of whether it was foreseeable or not. For the purposes of this paragraph, a loss, liability or cost includes any loss, liability or cost (as appropriate) arising from the Client being unable to sell Financial Instruments where the price is falling, or from not being able to purchase Financial Instruments where the price is rising, or from being unable to enter into or complete another trade which requires him to have disposed of or purchased the Financial Instruments or any other loss, liability or cost arising as a result of loss of business, profits, goodwill or data and any indirect, special, incidental, consequential, punitive or exemplary loss, liability or cost, whether



arising from negligence, breach of contract or otherwise and whether foreseeable or not.

25.4. For the avoidance of doubt, the Company's third party providers are not responsible for and have not participated in the determination of the Company's prices and they exclude all warranties, undertakings or representations (either express or implied) relating to the Client's use of the Company's Platform or the Company's Website. Without limiting the foregoing, in no event whatsoever shall the Company's third party providers be liable for any loss, regardless of whether they are aware of such loss and whether such liability is based on breach of contract, tort or otherwise.

25.5. Save in the event of the Company's negligence, willful default or fraud, the Company will not be liable for any loss or damage caused by a hacker's attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Company's Platform or Website or to the Client's downloading of any material posted on it, or on any website (including our Website) linked to it.

## **26. Severability**

26.1. Should any part of this Agreement be held by any court of competent jurisdiction to be unenforceable or illegal or contravene any of the Applicable Regulations, that part will be deemed to have been excluded from this Agreement and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement shall remain unaffected.

## **27. Assignment**

27.1. The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement.

## **28. Miscellaneous**

28.1. The Company may at any time and without notice to the Client set-off any liability under this Agreement or any other agreement entered into between the



parties and between any account(s) of the client (whether actual or contingent, present or future). The Company can off-set any owed amounts using any account the Client maintains with the Company to the extent permissible.

28.2. This Agreement may be amended from time to time and after the relevant changes are approved by the FSA the Company shall notify the Client of the relevant amendment or about the updated Agreement either in writing or through the Company's Website.

28.3. In the event of the death or mental incapacity of one of the persons who form the Client, all funds held by the Company or its Nominee, will be for the benefit and at the order of the survivor(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

## **29. Governing Law and Jurisdiction**

29.1. Without Prejudice to the provisions of clause 19 "Complaints Procedure" of this Agreement, and any other relevant provision, any claim and/or cause of action and/or dispute which may arise related to this Agreement shall be governed by the Laws of Seychelles.

29.2. The competent courts for the settlement of any claim and/or cause of action and/or dispute which may arise between the Client and Company related to the terms and conditions of this Agreement shall be the Courts of Seychelles.