



# | Client Agreement

## **1. Introduction**

1.FXLINK Co.,Ltd, (hereinafter “Company”), 27, Old Gloucester Street, LONDON, WC1N 3AX, UNITED KINGDOM is incorporated under registered in UNITED KINGDOM, Number 12671959, registered by the Securities and Exchange Commission of UNITED KINGDOM renders investment, financial and information services under the terms of this public proposal (hereinafter “the Agreement”), to any individual or legal entity (except to individuals under age of 18, and citizens and legal entities of countries where the company does not offer services:

2.This agreement should be read carefully by the Client along with all the other policies/documents available at the company’s website as they govern all the conditions of the client’s trading and non-trading operations. In case the Client does not agree with any provisions, the Company suggests that the Client refrains from using the Company’s services.

3.Registration of the Client in the Company’s trading platform is considered unconditional and conclusive acceptance of the present Agreement.

4.The Client and the Company enter into every operation in the trading platform as principals and the Company does not act as an agent on the Client’s behalf. The Client shall be directly and fully responsible for fulfilling all his obligations involved with transactions executed.

5.In cases where the Client acts on behalf of any other individual or entity (third party), regardless if identification procedure has taken place or not, the Company does not accept such third party as its Client and it’s not liable towards such third party unless otherwise specifically agreed.

## **2. Services**

1.Subject to the Client fulfilling the obligations under this Agreement and the Regulations, the Company shall provide the Client with the ability to execute transactions prescribed by the functionality of the Client’s terminal and in compliance with the present Agreement and the Regulations.

2.The Company shall execute all Client transactions on an execution-only basis, neither managing the account nor advising the Client. The Company is under no obligation unless otherwise agreed in this Agreement and the Regulations, to monitor or advise the Client on the status of any Client transaction, to make margin calls, to maintain current open positions or to close out any of the Client’s open positions. Unless otherwise specifically agreed, the Company is not obligated to make an attempt to execute the Client’s order using quotes more favorable than those offered through the trading platform. The Company is entitled to execute Client transactions even if the transaction is not beneficial for the Client.

3. The Company does not provide trust management services in any form.

4.Orders received the Client’s account in the trading platform or by any other means are considered as deriving directly from the Client.

5. The Company has the right to provide the Client with trading recommendations and forecasts relating to any transactions and/or events using open information sources, limited access sources or personally.
6. The Company shall not be held responsible for the consequences or results of transactions and decisions the Client made based on any information provided and/or published by the Company, such as but not limited to the Client's trading account and financial instrument's prices. This provision remains applicable also in cases where the information provided turned out to be invalid or inaccurate.
7. The Client acknowledges that the Company shall not, in the absence of fraud, intentional failure to carry out its responsibilities or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any information given to the Client including, but not limited to, information regarding any Client transactions. Any transaction the Client carries out following such inaccuracy or mistake shall remain valid and binding at all aspects.
8. The Company reserves the right to void or close any transaction under the specific circumstances set out in this Agreement or corresponding Regulations.
9. The Company shall not affect the physical delivery of the currency in the settlement of any trading operation. Profit or loss in the deposit currency is deposited to/withdrawn from the Client's trading account immediately after a position is closed.
10. The Company ensures the security of the current balances in the trading accounts and processes funds deposit/withdrawal in accordance with the relevant Regulations.
11. The Company, partners of the Company or other affiliated parties may have a material interest, financial benefit, a legal relationship or arrangement concerning a specific transaction that may be in conflict with the interests of the Client.
12. The Client consents to and grants the Company authority to deal with or for the Client in any manner which the Company considers appropriate and reasonable, notwithstanding any conflict of interest or the existence of any material interest in any transaction without prior notice to the Client.
13. The Company may periodically act on a Client's behalf with parties with whom the Company or another affiliated party has an agreement permitting the Company to receive goods or services. The Company ensures that such arrangements shall operate in the best interest of Clients.

### **3. Rights and Obligations of the Parties**

#### **1. Company's Rights & Obligations**

1. The Company processes and executes Client requests and instructions in accordance with the Agreement and the Regulations.

2.The Company is entitled to decline a Client's request or instruction if any of the conditions set out in the Regulations have not been satisfied before the request or instruction is processed by the Company. However, the Company may, at its sole discretion, accept and execute the Client request or instruction, notwithstanding the lack of compliance with the Regulations.

3.If the Company executes the Client request or instruction and subsequently becomes aware of a breach of the conditions of the Regulations, the Company may act in accordance with the Regulations and has the right to cancel the operation and/or reverse the financial results.

4.The Company calls upon the client to observe by the present Agreement and Regulations and provide upon request complete and accurate information to effect and abide by the provisions of the Agreement and relevant Regulations.

5.The Company may at its sole discretion invalidate any transactions and/or close Client's positions at a current price at any time.

6.The Company may suspend services to the Client at any time at its sole discretion and without the obligation of prior notice and/or without the obligation to disclose the reasons for such suspension to the Client.

7.The Company may delegate partially or fully its rights and obligations under the Agreement to any third party.

## 2. Client's Rights & Obligations

1.The Client has the right to receive information on balance, quotes, trading and non-trading rules, bonuses, promotions and other activities provided by the Company.

2.The Client has the right to request and receive advice on technical matters related but not limited to the operation of services, trading platform and Company's website.

3.The Client has the right to terminate the relationship as per the terms and provisions of this Agreement.

4.The Client must read carefully and understand the present Agreement and Regulations and any amendments, must accept the related risks prior to entering into the relationship and abide by all applicable Regulations which govern the relationship.

5.The Client must provide to the Company all the necessary documentation requested for identification purposes as well as any amendments of data should be notified to the Company within 3 days from the amendment date.

6.The Client must pay out all the amounts due and payable, including fees and other expenses charged by the Company.

7.The Client may not transfer rights, vest responsibilities, or otherwise transfer or purport to assign rights or obligations under this Agreement to any third party without the prior written consent of the Company. Any purported assignment or transfer in violation of this condition shall be considered void.

#### **4. Payments/Settlements Procedure**

1. The Client may deposit funds to a Client account at any time using any payment options provided by the Company.
2. Fund deposit to and withdrawal from the Client's account shall be governed by the relevant terms of business.
3. For transactions between the Client and the Company, a conversion will take place using the current exchange rates in accordance with the Regulations.
4. If the accrued amount owed to the Company by the Client under the Regulations is equal to the accrued amount owed the Client by the Company, the obligations of both sides will be canceled out.
5. If the accrued amount owed by one party under the Regulations exceeds the accrued amount owed by the other party, then the party with the larger accrued amount shall pay the excess to the other party and following which all obligations to pay will be automatically satisfied and discharged.
6. If the Client is under the obligation to pay any amount to the Company which exceeds the Equity of the account, the Client shall pay the excess within 2 business days of the obligation incurred.
7. The Client shall hold full responsibility for the accuracy of payments executed. If the Company bank details change, the Client shall bear full responsibility for any payments carried out to the outdated bank details from the moment the new details are published.
8. Client funds are held on Company accounts including segregated accounts opened in the Company's name for holding Client funds separate from the Company's funds, accounts of contractors, exchanges, brokers and other organizations the Company may contract to.
9. The Client acknowledges and agrees that the Company will not pay interest to the Client on funds located on Client accounts. The Company reserves the right to establish when and how much interest it will pay on Client funds.
10. All transaction costs, fees charged by the banks, exchanges, clearing houses and other costs associated with mutual settlements between the Parties are borne by the Client.
11. The Client acknowledges and agrees that where a sum is due and payable to the Company in accordance with the Regulations and sufficient cleared funds have not yet been credited to the Client's account, the Company shall be entitled to treat the Client as having failed to make a payment to the Company and to exercise its rights under the Regulations.

#### **5. Communications**

1. The communication between the Parties may be through:
  - Trading terminal

- Internal mailbox
- E-mail
- Fax
- Phone
- Post
- Website notifications

The Company will use the Clients details indicated when opening the account or those details which have been altered by the Client. The Client agrees to accept notifications from the Company at any time.

- 2.The Client agrees to receive e-mails from the Company to the Client's personal email address and SMS messages to the mobile telephone number registered in the terminal.
- 3.The Company shall not be held responsible in case of communication channel malfunction, equipment breakdowns and any other malfunctions in the operation of services.
- 4.In case the Client submits orders for execution and a chosen communication mean is not available, the Client is obliged to use alternative means as per the provisions of this Agreement.
- 5.The Client consents that his/her phone calls and other messages may be recorded using magnetic or electronic data storage devices. The recordings are the Company's property and shall serve as proof of orders given by the Client.
- 6.The provisions of this Clause should be read in conjunction with the Company's Terms of business available at the Company's website.

## **6. Complaints and Disputes**

- 1.In case the Client believes that the Company by any action and/or omission violates one or more provisions of the present Agreement and/or the Regulations, the Client has a right to submit a complaint to the Company within 10 days of the date the event occurred.
- 2.A complaint shall be recorded by the Company. Complaints are automatically assigned with a unique number, the confirmation of which is sent to the Client. All complaints lodged by any other means (on a forum, by email, telephone, fax, etc.) will not be considered.
3. The complaint should contain at least the following:
  - The Client's first and last names (or the company name in case the Client is a legal entity);
  - The Client's account number;
  - Date and time the problem occurred;
  - Description of the situation with reference to the violated clause of the Agreement and/or the applicable Regulations.

4. The complaint should not include emotional evaluation of the situation, offensive remarks, expletives, and threats.

5. The Company may reject a complaint in the case does not meet the requirements of the present Agreement.

6. All Complaints are evaluated in compliance with the applicable provisions and are settled by way of negotiation.

7. When the dispute is not resolved by way of negotiation and/or is not settled by the Company within 30 days, a statement of the complaint may be submitted to the courts of the applicable jurisdiction.

## **7. Events of Default/Force Majeure**

The procedures for handling Events of Default and Force Majeure are described in the corresponding Regulations

## **8. Representations and Warranties**

1. The Client shall represent and warrant that:

a) all information presented in this Agreement, the Regulations, and the Client Registration Form is true, complete and accurate in all material respects;

b) the Client is duly authorized to enter into this Agreement, to issue instructions and requests and to fulfill his/her obligations in accordance with the Regulations;

c) the Client acts as principal;

d) the Client is the individual who submitted the Client Registration Form or if the Client is a legal entity, the person who provided the Client Registration Form on the Client's behalf is duly authorized to do so;

e) all actions performed under the Regulations will not violate any law, ordinance, charter, by-law or rule applicable to the Client or in the jurisdiction in which the Client is resident or any agreement by which the Client is bound or that concerns any of the Client's assets;

f) any trading systems used by the Client are not targeted at exploiting any weakness in the Company's software.

## **9. Governing Law and Jurisdiction**

1. This Agreement and any Annexes are governed by the laws of UNITED KINGDOM.

2. With respect to any proceedings, the Client irrevocably:

a) agrees that the courts of UNITED KINGDOM shall have exclusive jurisdiction to settle any proceedings regarding this Agreement;

b) submits to the jurisdiction of the courts of UNITED KINGDOM;

c) waives any objection which the Client may have at any time to the laying of any proceeding brought in any such court;

d) agrees not to claim that such proceedings have been brought in an inconvenient forum or that such court does not have jurisdiction over the Client.

9.3. The Client irrevocably waives to the fullest extent permitted by applicable laws of UNITED KINGDOM, with respect to the Client and the Client's revenues and assets (regardless of their use or intended use), all immunity (on the grounds of sovereignty or other similar grounds) from (a) suit, (b) jurisdiction of any courts, (c) relief by way of injunction, order for specific performance or for recovery of property, (d) attachment of assets (whether before or after judgement) and (e) execution or enforcement of any judgement to which the Client or the Client's revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction and irrevocably agrees to the extent permissible by the law of UNITED KINGDOM not claim any such immunity in any proceedings. The Client consents to satisfy all requirements and court orders in connection with such proceedings, particularly, but not limited to, those regarding any of the Client's assets.

9.4. Where this Agreement and the Regulations are issued in a language other than English, the English language version shall prevail in the event of any conflict.

## **10. Limitation of Liability**

1. The Client will indemnify the Company for all liabilities, costs, claims, demands, and expenses of any nature which the Company suffers or incurs as a direct or indirect result of any failure by the Client to fulfill any of the obligations under the Regulations.

2. The Company shall in no circumstances be liable to the Client for any consequential direct or indirect losses, loss of profits, missed opportunities (due to subsequent market movement), costs, expenses or damages the Client may suffer in relation to this Agreement unless otherwise agreed in the Regulations.

3. The Client does not have the right to give third parties access passwords to the trading platform and agrees to keep them secure and confidential. All actions related to the fulfillment of the Regulations and/or the usage of logins and passwords are considered executed by the Client. The Company does not bear responsibility for the unauthorized use of registration data by third parties.

4. The Client acknowledges and accepts that margin trading is highly speculative as specified in the Risk Disclosure on the Company's Website. The Client acknowledges and accepts that margin trading may bring significant risks, including, but not limited to, legal and financial risks to the extent of causing unlimited losses, without any guarantee of retaining the capital invested or generating any profits. The Client acknowledges and accepts that margin trading transactions are suitable only for individuals who are able to bear financial losses risking their initial deposits and who have the financial comfort to suffer substantial losses without an impact on their living standard.

## **11. Miscellaneous**



1. The Company has the right to suspend service to the Client at any time for any justified reason (notice to the Client is not required).
2. In the event that a situation arises that is not covered under the Regulations, the Company will resolve the matter on the basis of good faith and fairness and, when appropriate, by taking action consistent with market practice.
3. No single or partial exercise or failure or delay in exercising any right, power or privilege (under this Agreement or at law) by the Company shall constitute a waiver by the Company of or impair or preclude any exercise or further exercise of that or any other right, power or remedy arising under the Regulations or applicable law.
4. The Company may in whole or in part release the Client from liability stemming from the latter's violation of the conditions of the Regulations during the period of it being in force or, alternatively, may reach a compromise decision. In this case, all violations, regardless of how long ago they were committed and in connection with which the Company may file a grievance with the Client at any time, are taken into consideration. The above-stated conditions do not prevent the Company from exercising its other rights in accordance with the Regulations.
5. The rights and remedies provided to the Company under the Regulations are cumulative and are not exclusive of any rights or remedies provided under the law of UNITED KINGDOM.
6. The Company may transfer its rights and obligations to a third party in whole or in part, subject to due notification to the Client and consent of the assignee to the terms hereof and of the applicable Regulations.
7. If any term of the Regulations (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason, then such term shall be deemed severable and not form part of this Agreement and the Regulations, but the remainder of the Regulations shall continue to be valid and enforceable.

## **12. Amendment and Termination**

1. The Client acknowledges that the Company shall have the right to amend:
  - a) any part of this Agreement or the Regulations at any time, having provided to the Client the notice of such amendments which may be through the Company's website;
  - b) other trading conditions with written notification to the Client of a minimum of 1 (one) calendar day.

Amendments come into force from the date specified in the notice. In the event of force, major circumstances at the markets the Client recognizes the right of the Company to make amendments to the Regulations immediately, without prior notification.

- 12.2. The Client acknowledges that the Company may introduce new products and services without providing prior notification.



3.The Client may suspend or terminate this Agreement by giving the Company written notice of at least 10 days prior to the termination.

4.The Company may suspend or terminate this Agreement immediately by giving the Client notification as specified in the applicable Regulations.

5.Any obligations held by either the Client or the Company regarding any outstanding transaction or any legal rights or obligations which may already have arisen under this Agreement or the Regulations, particularly relating to any open positions and deposit/withdrawal operations made on the Client's account will survive the termination as further specified in the applicable Regulations.