



**STRIFOR**

**TERMS AND CONDITIONS  
OF SERVICES**



**[WWW.STRIFOR.ORG](http://WWW.STRIFOR.ORG)**



## GENERAL TERMS & CONDITIONS

This is a legal contract between 7 Lucky Trading (Mauritius) Ltd, duly incorporated under the laws of the Republic of Mauritius with company number 206995 and regulated by Financial Services Commission, Mauritius (INVESTMENT DEALER LICENCE № GB23202670) (hereinafter - "Strifor", "us" or "we") its successors and assigns, and the Party/Parties (the "Customer", "client" or "you") executing this document. This document, together with our Privacy Policy, Risk Disclosure statement, Regulations for the execution of trading operations, Conditions for Depositing and Withdrawing funds and/or other documents placed at Strifor's official web-site represents the terms with which Strifor will do business with Customer. This document sets out the respective rights and obligations of both parties in connection with this service and both parties will accept and be bound by these terms on acceptance of the terms contained herein and on completion of the application form by Customer.

In connection with opening an account with Strifor to speculate in, and/or purchase, and/or sell, Forex, Contracts for Differences (hereinafter referred to as "CFDs and Spread Betting, in commodities, metals, currencies and indices and/or other assets, and the receipt of such other services and products as Strifor may, in its sole discretion, determine to offer from time to time in the future, Customer acknowledges that it has been advised and understands the factors concerning trading in the over the counter market ("OTC") and/or Spread Betting market, contained in the Risk Disclosure statement which has been provided to Customer (via Company's web-site).

In consideration of Strifor agreeing to provide services to "Customer", "client" or "you" in connection with the purchase of Forex, CFDs and Spread Betting in commodities, currencies, metals indices and/or other assets and the receipt of such other services and products as Strifor may, in its sole discretion, determine to offer from time to time in the future and which may be purchased or sold by or through Strifor for Customer's accounts(s), Customer agrees that the following rights and obligations (contained in this document) will govern the relationship between Strifor and Customer.





## IMPORTANT NOTICES

OTC trading means that trading does not take place on a regulated exchange. There are no guarantees as to the credit worthiness of the counter party of your Forex, CFDs and Spread Betting position. Also, there may be certain cases in which trading liquidity decreases, causing Forex, CFDs and Spread Betting in commodities, currencies, metals and indices to cease, thereby preventing the liquidation of an adverse position which may result in a substantial financial loss.

Strifor does not provide investment advice. The market recommendations, signals, information provided by and/or distributed by Strifor are general in nature and based solely on the judgment of Strifor's personnel or from third party information providers. These market recommendations may or may not be consistent with the market position or intentions of Strifor, its marketing partners, and/or employees. The market recommendations and information provided by Strifor are based upon information believed to be reliable, but A Strifor cannot and does not guarantee the accuracy or completeness thereof or represent that following such recommendations will eliminate the risk inherent in trading Forex, CFDs and Spread Betting. Any market recommendations of, or information provided by, Strifor does not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell, any OTC transaction. Customer understands and hereby agrees that Customer is capable of, and solely responsible for, assessing the merits and risks of any trade it may enter into with Strifor.

Customer understands that Strifor does not permit its Customer representatives to either exercise discretion or manage an OTC account. If Customer's account is not being traded with Customer's authorisation, Customer must notify Strifor immediately.

Strifor's margin policies require that additional funds be provided to properly margin Customer's account and Customer is obligated to immediately meet such margin requirements. Failure to meet margin calls may result in the liquidation of any open positions with a resultant loss. Strifor reserves the right to refuse to accept any order.

Customer understands that it must carefully review the reports relating to Customer's trading posted online by Strifor. All reports of execution and statements of accounts will be deemed final unless customer objects within two business days of being posted.



Objections may be made initially by email or by telephone, but must be confirmed thereafter in writing.

Customer understands that Strifor may establish rules and provisions for client accounts, including but not limited to minimum account size, investment time period, commissions and fees, leverage size per instrument, mark ups, rules relating to stop losses and limits, rules relating to rollovers, rules relating to margin calls, or any other financial arrangement, and that such rules and provisions may be changed by Strifor from time to time.

Customer has read and understands the Customer's obligations and rights under this Customer Agreement and agrees and acknowledges that this Customer Agreement, the Risk Disclosure statement and Privacy Policy will comprise the terms of the Customer's relationship with Strifor. The Customer agrees that Customer is fully responsible for making all decisions as to transactions effected for Customer's account. Customer has considered the foregoing factors and in view of Customer's present and anticipated financial resources, Customer is willing and able to assume the substantial financial risks of OTC trading.

IT IS THE CUSTOMER'S RESPONSIBILITY TO FIND OUT ALL NECESSARY INFORMATION ABOUT TRADING IN FOREX, CFDs, OPTIONS AND SPREAD BETTING AND AVATRADE TERMS AND CONDITIONS AND MAKE SURE THAT ALL RISKS AND ARRANGEMENTS ARE DISCUSSED AND CLEARLY UNDERSTOOD PRIOR TO ANY TRADING ACTIVITY.

## **1. TERMS AND HEADINGS**

1.1. "Strifor" shall, where the context so permits or requires, be deemed to mean 7 Lucky Trading (Mauritius) Ltd, its subsidiaries and marketing partners and their successors and assigns;

1.2. "Customer" shall mean the party (or parties) who have agreed to be bound by the terms of this Agreement;



1.3. "Agreement" shall include this agreement and all other agreements and authorizations executed by Customer in connection with the maintenance of Customer's account with Strifor.

1.4. "Trading platform", "Platform" shall mean the Metatrader 5 trading platform and/or other trading platform, which Company uses for providing the services for trading Forex, CFDs and Spread Betting.

The paragraph headings in this Agreement are inserted for convenience of reference only and are not deemed to limit the applicability or affect the meaning of any of its provisions.

## 2. CATEGORISATION

2.1. It is our policy to treat all of our clients as retail clients irrespective of the existence of any categorisations in the client's country of residence.

## 3. COMMUNICATION

3.1. The principal method of communication between us and Customer will be electronically via our Website and/or trading platform and/or via e-mail: [help@strifor.org](mailto:help@strifor.org) (other e-mails of the Company)

Information regarding orders placed and executed will be addressed personally to Customer through a Customer's account in the Platform.

3.2. However, certain information will be provided generally on our website, such as general market recommendations and Customer hereby consents to receiving information not addressed personally to customer in that form.

3.3. Customer may also place orders via the phone with our dealing room. In the course of our dealings with you, you may place orders with us via our on-line trading platform



in the languages which are posted on our website, which is updated with additional languages from time to time.

3.4. Where orders are placed by phone via the dealing room you may communicate with us in any one of the languages which are listed on the website.

3.5. All written communications from us to you will be in the language used to register your account via our website.

#### **4. AUTHORISATION TO TRADE**

4.1. Strifor is authorised to enter into Forex, CFDs, Options and Spread Betting contracts on an over-the-counter basis with Customer in accordance with Customer's oral or written or computer instructions, subject to the terms of this Agreement and all annexes hereto.

4.2. On completion of the application form by Customer, Strifor will issue Customer with a secure password which is to be used with the chosen user-name of the Customer.

4.3. Our security systems are designed to ensure that any information provided to and from Customer is securely transmitted. Customer is obligated to keep passwords secret and is solely responsible for ensuring that third parties do not obtain access to the password or Strifor's trading facilities.

4.4. Customer agrees to be exclusively responsible for any instruction received electronically that is identified with Customer's password and account number and for any electronic, oral and written instruction to us from persons Strifor in its sole judgment, believes are apparently authorized by Customer.

4.5. We shall have no responsibility for further inquiry into such apparent authority and no liability for the consequences of any actions taken or omitted to be taken by us in reliance on any such instructions or on the apparent authority of any such persons.



4.6. Strifor has the authority to require joint action by the owners of the account in respect of the account. Strifor may send all correspondences and documents in respect of the account to any one owner of a joint account.

4.7. Strifor has possession over the security of the account.

## 5. APPROPRIATENESS OF TRADING

5.1. Although Strifor may issues general market recommendations, these should not be construed as personal recommendations or advice to trade with us. As such we are under no obligation to assess the suitability or otherwise of the Customer trading Forex, CFDs and Spread Betting with us. All trades entered into by Customer represent an independent decision by the Customer to trade with us.

5.2. The company is not responsible for any advice, provided to the Client by the 3d party and/or any partners. The Company's liability for the financial results of transactions (regardless of the client's actions) in the event of providing investment advice to the Client is excluded.

## 6. PAYMENTS, MARGINS AND DEPOSIT REQUIREMENTS

6.1. Customer shall provide to and maintain with us margin in such amounts and in such forms as Strifor, in its sole discretion, may require.

6.2. Such margin requirements may be greater or less than margins required by those banks or brokers with which trades are executed.

6.3. Strifor may change margin requirements at any time.





6.4. Customer agrees to deposit by immediate wire transfer, or other payment method acceptable to Strifor, such additional margin when and as required by us and will promptly meet all margin calls in such mode of transmission as Strifor in its sole discretion designates.

6.5. We may at any time proceed to liquidate Customer's account and any failure by Strifor to enforce its rights hereunder shall not be deemed a waiver by AvaTrade to enforce its rights thereafter.

6.6. Strifor retains the right to limit the amount and/or total number of open positions which Customer may acquire or maintain at Strifor, and to increase margin requirements in advance of earnings or other news or events, with or without notice, either before such events or retroactively or at any other time that it deems at its sole discretion.

6.7. Orders must be placed allowing sufficient time to execute and to calculate margin requirements.

6.8. Profits deriving from a transaction shall be added to Customer's account as additional margin, as long as the transaction is open, and upon the closing of the transaction, as an addition to the available balance for withdrawal.

6.9. Losses deriving from a transaction shall be deducted from Customer's account.

6.10. The Client shall fund his trading account within 60 calendar days from the date of its opening for the amount not less than defined by the account type terms (minimum initial deposit).

6.11. The Company has the right to archive the Client's trading account with the balance less than 1 (one) USD, if there were no activity on this account for 60 calendar days. When account is archived, the funds from it are transferred to the Safe and the Credit Bonus is deleted. The Client has the right to recover a trading account by contacting customer support.

6.12. The Company has the right to archive the Client's trading account if there was no activity on this account for 180 days and there are no open orders on it. When archiving,





free funds are transferred to the Safe, and all bonuses on the trading account are written off.

6.13. The Client may withdraw funds from his trading account the amount not used to cover the margin, but not more than current balance.

6.14. The Client places a withdrawal order using the Company website's interface. The Company is not responsible for any third party access to the Client personal information and withdrawal orders. Once an order has been received, the withdrawal amount is deducted from the Client's trading account. All payments are final and are not to be returned.

6.15. The withdrawal amount will be transferred within five banking days after receiving the Client's order. The security service of the Company has the right to request additional documents and to hold the order up to 10 business days after required documents are received, previously having notified the Client.

6.16. When replenishing his account, the Client shall use the Company's current payment details received at the Company's website only and effective on the payment date. Current payment details mean details received within 24 (twenty-four) hours prior to payment. The Company cannot be held responsible for the funds which the Client transferred to accounts and using payment details different from current, and does not offer search and refund of the Client's payment and cannot credit these funds to the Client's trading balance. Trading deposit replenishment orders may be issued, and current payment details may be received in the appropriate section of trader's office on the payment day.

6.17. Deposit/withdrawal fees are payable by the Client.

6.18. The Company has the right to reject an application for withdrawal of funds in case of discrepancy between the payment systems of depositing and withdrawing, and process only the request to withdraw funds to that payment system, from which deposit was done. Herewith profit from the trading operations can be withdrawn to the payment systems (on the Client's request) that were not initially used to top up the account, but only after the total amount of funds will be withdrawn from the account. The payment system may be changed by prior agreement between the Company and the Client.



6.19. The Client confirms that he has read the terms and conditions of the service.

6.20. The Client confirms that he knows the legislation of the country of his residence concerning the use of cards for payments for goods and services through the Internet. The Company reserves the right to cancel payment service fees compensation.

6.21. In order to combat money laundering and the financing of terrorism, we conduct an AML check of digital assets received from users (make assessment of the nature and origin of cryptocurrency received), other actions (for example, checking virtual wallets from which digital assets (tokens) are received by the Company).

6.22. For these purposes, the Company has the right to use any legal information, third-party tools for analyzing the origin of digital assets (including special software).

6.23. The company assures that in the event that a digital asset (transaction) as a result of an AML check is identified as having a low degree of risk ("pure" cryptocurrency) and have an overall risk percentage of less than 50%, such a cryptocurrency will be credited to his trading account without delay and without any additional action on the part of the client.

6.24. In the event that a digital asset (transaction) is identified as high risk and has an overall risk percentage of 50%, the Company may suspend the operation to conduct an inspection.

6.25. We hereby inform you that The Company has the right:

i) suspend any operation (deposit, withdrawal of funds, other operations at the discretion of the Company) for a period of up to 1 business day, unless there is a request from the competent authorities for the operation or Hold the user's (client's) funds until the incident is fully investigated;

ii) request from the client any additional information revealing the origin of digital assets and/or confirmation that these assets were not obtained by criminal means (Screen/Video from the Personal Account of the digital asset withdrawal wallet), as well as other information at the request of the regulator (at the same time, the role of a regulator can be



a crypto exchange, a government agency or another organization that has the appropriate legal grounds);

iii) return digital assets to only those details from which the transfer was made (according to the information in the transaction hash). If funds were sent from several virtual wallets, the return will be made to one of them;

iv) request from the user (client) other materials and documents related to this situation;

v) interaction with government bodies in cases established by law. In the event of an official request from law enforcement or judicial authorities, the Company will be obliged to provide the requested information. The Company also has the right to provide data requested by official representatives of payment systems.

vi) The Company has the right to refuse the User to withdraw funds to the account of third parties without giving reasons. Refunds for such an application will be made at the User's expense.

vii) The refund will be processed by the Company within 12 hours from the date on which the User was notified of the Company's decision to return, less a fee not exceeding the total cost of labor costs for processing the application and arranging the refund.

viii) If the User refuses to undergo verification, provided there is no request from the competent authorities for the transaction, the Company will return the funds to the source of receipt within 12 hours from the date of receipt, minus a commission not exceeding the total cost of labor costs for processing the application and organizing the return of funds.

ix) The Company has the right to terminate cooperation with a client in respect of whom it has been established that he topped up his trading account digital assets (his transactions) were identified as high risk and had an overall risk percentage of 50%. In this regard, the Company has the right to close open positions of such a client. If such a client has other funds in his account, they can be withdrawn at the client's request/or frozen by the Company. The trading account and personal account of such a client may be subject to closure at the discretion of the Company.



6.26. The Company has a right to not disclose information about the methods and results of the verification (assessment) of digital assets.

## 7. BONUSES

7.1. Strifor may elect to grant a benefit to Customer by depositing bonus amounts in Customer's trading account, subject to certain terms and conditions as shall be determined by Strifor, at its sole discretion. Such bonus amounts may not be withdrawn by Customer, unless Customer complies with the applicable trading requirements posted on Strifor's website as may be amended from time to time or as communicated to Customer.

7.2. If Strifor suspects or has reason to believe that Customer has attempted fraudulent activity in order to claim a bonus, or any other promotion, Strifor reserves the right to:

- (i) Cancel or reject the bonus promotion, and any related Trading bonus, at its sole discretion
- (ii) To terminate Customer's access to services provided by Strifor and/or terminate the contract between Strifor and the Customer for the provision of services,
- (iii) To block Customer's Account(s) and to arrange for the transfer of any unused balance to Customer.

7.3. If Strifor suspects or has reason to believe that Customer has abused the terms and conditions of a bonus offer by hedging positions internally (using other trading accounts held with Strifor) or externally (using other trading accounts held with other brokers), Strifor reserves the right to cancel bonuses, and any trades or profits associated with Customer's account(s).





7.4. Bonus promotions may be restricted in certain jurisdictions.

7.5. Strifor reserves the right to cancel or reject bonus promotions at its sole discretion.

## 8. CONFLICTS OF INTEREST

8.1. Strifor is required to maintain and operate effective organisational and administrative controls to take all reasonable steps to identify, manage, disclose and record conflicts of interest. In order to achieve this Strifor has established and implemented a Conflicts of Interest policy.

8.2. Where arrangements made by Strifor to manage conflicts of interest are insufficient to ensure, with reasonable confidence, that risks of damage to client interests will be prevented, Strifor shall clearly disclose to the client the general nature and the sources of the conflicts of interest before undertaking business on the client's behalf.

## 9. COMPLAINTS

9.1. In the event that you have any query and/or concern and/or issue and/or problem and/or reason to feel dissatisfied with any aspect of our service, in the first instance you should contact our customer services team, as the vast majority of issues can be dealt with at this level, via our web-site or e-mail: [help@strifor.org](mailto:help@strifor.org)

9.2. If our customer services team is unable to resolve the matter or you feel that our service has not met your expectations and you wish to raise this issue as a formal complaint, you must complete a Complaint Form. The completed Complaint Form accompanied by adequate supporting evidence (as necessary) must be submitted to [help@strifor.org](mailto:help@strifor.org) to be recorded as a formal complaint.

9.3. We will attempt to investigate and resolve the complaint within 14 business days of having received the complaint;



9.4. Where the 14 business days have elapsed and the complaint is not resolved, we will inform you of the anticipated timeframe within which we hope to resolve the complaint.

9.5. Once an investigation of the complaint is completed, a Final Response shall be issued to the Client with the investigation's outcome(s) together with any required explanations and any remedy measures the Company intends to take.

9.6. A Complaint will be deemed as resolved or settled where the Company has sent in writing a Final Response to the Client.

## 10. LIQUIDATION OF ACCOUNTS AND PAYMENT OF DEFICIT BALANCES

10.1. In the event of (a) the death or judicial declaration of incompetence of Customer; (b) the filing of a petition in bankruptcy, or a petition for the appointment of a receiver, or the institution of any insolvency or similar proceeding by or against Customer; (c) the filing of an attachment against any of Customer's accounts carried by Strifor, (d) insufficient margin, or Strifor's determination that any collateral deposited to protect one or more accounts of Customer is

inadequate, regardless of current market quotations, to secure the account; (e) Customer's failure to provide us with any information requested pursuant to this agreement or any applicable law; or (f) any abuse of trading practices, manipulations and/or fraud by Customer or any other person authorized to use the account; or (g) any other circumstances or developments that we deem appropriate for its protection, and in AvaTrade's sole discretion, it may take one or more, or any portion of, the following actions:

(i) Satisfy any obligation Customer may have to us, either directly or by way of guaranty of suretyship, out of any of Customer's funds or property in Strifor's custody or control;



(ii) Sell any or purchase any or all Currency contracts, securities held or carried for Customer; and

(iii) Cancel any or all outstanding orders or contracts, or any other commitments made on behalf of Customer.

10.2. Any of the above actions may be taken without demand for margin or additional margin, without prior notice of sale or purchase or other notice to Customer, Customer's personal representatives, heirs, executors, administrators, trustees, legatees or assigns and regardless of whether the ownership interest shall be solely Customer's or held jointly with others.

10.3. Prior demand or notice of sale or purchase shall not be considered a waiver of Strifor's right to sell or buy at any time in the future without demand or notice as provided above.

10.4. In liquidation of Customer's long or short positions, Strifor may, in its sole discretion, offset in the same settlement or it may initiate new long or short positions in order to establish a hedge which in Strifor's sole judgment may be advisable to protect or reduce existing positions in Customer's account.

10.5. Any sales or purchases hereunder may be made according to Strifor's judgment and at its discretion with any interbank or other exchange market where such business is then usually transacted or at a public auction or private sale, and Strifor may purchase the whole or any part thereof free from any right of redemption.

10.6. For Customer's protection, Equity or Net Liquidation Value of the Customer's trading account drops below the Minimum Margin Requirement, all of Customer's open transactions shall be automatically closed, whether at a loss or a profit.

For the Strifor and MetaTrader platforms, the Minimum Margin Requirement is equal to 10% of the Required Margin.

10.7. If the amount in Customer's trading account is less than zero, Customer shall promptly notify Strifor and we shall nullify the account.



10.8. Neither Strifor nor any of its subsidiaries, marketing partners or agents shall be responsible for any loss or damage caused due to closing of positions in accordance with the above.

10.9. Customer shall at all times be liable for the payment of any deficit balance of Customer upon demand by Strifor and in all cases, Customer shall be liable for any deficiency remaining in Customer's account(s) in the event of the liquidation thereof in whole or in part by Strifor or by Customer.

10.10. In the event Strifor incurs expenses other than for the collection of deficits, with respect to any of the account(s) of Customer, Customer agrees to pay such expenses.

10.11. In the event that one or more Client's trading accounts are blocked by Strifor, regardless of the reason for such blocking, as well as the person from whom the legitimate request to block the Client's account (accounts) came, Strifor reserves the right to cancel (close) all open orders (positions, trades) on this account (which was blocked), including orders (positions, trades) that were not executed (pending orders ((positions, trades))).

## 11. FEES/CHARGES

11.1. Fees arising out of Strifor providing services are outlined on our web-site.

11.2. Customer is aware that a part of Strifor's revenues derives from the spread on each transaction. The spread is the difference between the bid & the ask price of the price quote on a transaction. The standard spreads for all instruments are listed on our web-site.

11.3. Strifor may increase or decrease spreads on any or all instruments, at its sole discretion, at any time without notification due to various mitigating factors – market sentiment, news times or announcements, trading volumes, market volatility and/or additional internal or external factors. This may be effected on an individual client basis or for all clients simultaneously.





11.4. Spreads may be increased where a third party inter alia – Marketing partner, Introducing Broker, Marketing Partner, refer a Customer to Strifor. This additional spread may be transferred to the third party who referred the Customer as remuneration.

Where a customer requests a specific fee structure, a commission may be payable by Customer to open and close Forex, CFDs and Spread Betting positions. Such commission payable will be debited from Customer's account at the same time as Strifor opens or closes the relevant Forex, CFDs and Spread Bets.

11.6. We may also charge for incidental banking-related fees such as wire charges for deposits/withdrawals and returned check fees.

11.7. In certain circumstances additional fees may include such things as statement charges, order cancellation charges, account transfer charges, telephone order charges or fees imposed by any interbank agency, bank, contract, market or other regulatory or self-regulatory organisations arising out of Strifor's provision of services hereunder.

11.8. Customer may incur additional fees for the purchase of optional, value added services we offer.

11.9. You agree to pay all the imposed fees including the Bid and Ask price and rollover fees in your trading account, wherein additional and separate fees may arise upon your continuous use of our services and facilities. Imposed fees and charges can be displayed on our official website, and you are solely responsible for determining of such fees.

## 12. COMMUNICATIONS, STATEMENTS AND CONFIRMATIONS

12.1. Reports, statements, notices, trade confirmations, and any other communications will be posted online and may be transmitted to such address as Customer may from time to time designate in a written or electronic communication to Strifor.

12.2. Customer is responsible for alerting Strifor to any change in its e-mail address.



12.3. Communications are deemed received when made available to Customer by Strifor, regardless of whether Customer actually accessed the statement.

12.4. Customer understands that it must carefully review the reports relating to Customer's trading posted online by Strifor.

12.5. Reports of the confirmation of orders and statements of accounts for Customer posted online by Strifor shall be deemed correct and shall be conclusive and binding upon Customer if not objected to within two business days of the posting online.

12.6. Objections may be made initially by email or by telephone, but must be confirmed thereafter in writing.

12.7. Customer declares that by providing its registration data to Strifor it hereby consents to, Strifor, its subsidiaries, marketing partners and agents sending, and Customer receiving, by means of telephone, facsimile, SMS or e-mail, communications containing content of a commercial nature relating to Customer's use of the trading platform, including information and offers from Strifor or third parties that Strifor believes Customer may find useful or interesting, such as newsletters, marketing or promotional material.

### **13. DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY**

13.1. Strifor and/or any of its subsidiaries, marketing partners or agents shall not be responsible for any loss or damage caused, directly or indirectly, by any events, actions or omissions beyond the control of Strifor including, without limitation, loss or damage resulting, directly or indirectly, from any delays or inaccuracies in the transmission of orders and/or information due to breakdown or failure of transmission or communication facilities, or electrical power outage.

13.2. Neither Strifor nor any of its subsidiaries, marketing partners or agents warrants that the trading platform or any services provided (including Third Party Licenses) will be available without interruption or will be error free and such trading platform and



services are being provided "AS IS" without any representation or warranty of any kind whatsoever except as otherwise set forth herein.

13.3. Under no circumstances shall Strifor or any of its subsidiaries, marketing partners or agents be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, Strifor's trading platform or services (including Third Party Licenses) including but not limited to lost profits, loss of business, trading loss, loss of data or use of data, any unauthorized access to, alteration, theft or destruction of Customer's computers, computer systems, data files, programs or information, or costs of procurement of substitute goods or services.

13.4. Customer agrees that this section represents a reasonable allocation of risk, that this section is an essential element of this Agreement and that in its absence; the economic terms of this Agreement would be substantially different.

13.5. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Strifor or any of its subsidiaries, marketing partners or agents has been advised of the possibility of such damage.

13.6. Neither Strifor nor any of its subsidiaries, marketing partners or agents has liability or duty of indemnification related to unusable data, lost or corrupt Customer transactions or data, by whatever means, in whatever form.

13.7. This limitation of liability additionally eliminates any duty or liability on the part of Strifor or any of its subsidiaries, marketing partners or agents related to unusable data, lost or corrupt Customer transactions or data, resulting in part or in whole from third-party software or networking goods or services or from internet related problems or from actions or events outside of Strifor's control.

13.8. Strifor and its subsidiaries, marketing partners and agents disclaim any and all liability resulting from or related to any breach of internet security or disruption, distortions or delays of Customer's connections to the internet, due to any reason.

13.9. As OTC is not an exchange traded market, prices at which Strifor deals at or quotes may or may not be similar to prices at which other OTC market makers deal at or quote.



13.10. Should a quoting or execution error occur, which may include, but are not limited to, a mistype of a quote, a quote that is not representative of fair market prices, an erroneous price quote from a dealer or erroneous price quote due to failure of hardware, software or communication lines or systems or inaccurate external data feeds provided by third-party vendors, Strifor will not be liable for the resulting errors in account balances. Without derogating from the above, in the event that transactions shall be closed or opened based on the Erroneous Quote, Strifor's trading room attempts to recognize such event and to act promptly to reset such event. Customer acknowledges that the reset process may take time, during which Customer may not be able to use its trading account, and outstanding orders may not be executed.

13.11. In case Strifor will identify an erroneous quote or an outdated quote, it may offer the Customer an alternative quote or alternatively to continue the transaction, all at the sole discretion of Strifor.

13.12. Customer further acknowledges that Ava, its subsidiaries, marketing partners and agents shall not be liable for any loss or damage caused due to or in connection with such reset process.

13.13. Third Party Licenses:

If any third party software is included within or embedded in the Strifor website or online trading platform, then such embedded third party software shall be provided subject to the terms of this Customer Agreement which apply to the online trading platform.

Customer shall fully comply with terms of any Third Party Licenses that we provide from time to time.

We provide no express or implied warranty, indemnity or support for the Third Party Licenses, and will have no liability related thereto.

"Third Party Licenses" means licenses from third parties governing third party software embedded or used in the trading platform.





## 14. FOREX, CFDs FLUCTUATION RISK

14.1. If Customer directs Strifor to enter into any Forex, CFDs and Spread Betting transaction:

- (i) Any profit or loss arising as a result of a fluctuation in Forex, CFDs and Spread Betting will be entirely for Customer's account and risk;
- (ii) Strifor is authorized to convert funds in Customer's account for margin into and from such foreign currency at a rate of exchange determined by Strifor in its sole discretion on the basis of the then prevailing money market rates.

## 15. INDEMNIFICATION

15.1. Customer agrees to indemnify and hold Strifor, its subsidiaries, marketing partners, agents, employees, agents, successors and assigns ("Strifor Indemnities") harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees, incurred by any of Strifor indemnities arising out of Customer's failure to fully and timely perform Customer's obligations herein or under any Third Party License or should any of Customer's representations and warranties fail to be true and correct.

15.2. Customer also agrees to pay Strifor indemnities promptly all damages, costs and expenses, including attorney's fees, incurred in the enforcement of any of the provisions of this Agreement and any other agreements between Strifor and Customer.

15.3. In addition to any limitations of liability specified elsewhere in this Agreement, Strifor indemnities shall not be held liable and are released from all claims and losses incurred in such regard if the claim or loss was caused or contributed to by:

- (i) The actions or omission to act on the part of Customer,
- (ii) Any act or omission by any person obtaining access to Customer's account, whether or not Customer has authorized such access or not,



- (iii) System malfunction, equipment failure (whether Customer's equipment or Strifor's equipment), system interruption or system unavailability,
- (iv) Delays, failure or errors in implementing any instruction,
- (v) Inaccurate or incomplete instructions received by Strifor's from Customer, or
- (vi) Any reliance or use by Customer or any other third party with access to Customer's account of any financial and market data, quotes, news, analyst opinions, research reports, graphs or any other data or information whatsoever available through the trading platform or any Third Party License, whether to complete a transaction on the trading platform or for any other purpose whatsoever.

15.4. Strifor shall be entitled to setoff Customer's liabilities under this section from Customer's account.

## **16. MARKET ABUSE AND MANIPULATION**

### **16.1. PROHIBITION ON ARBITRAGE AND MANIPULATION**

1. Strifor does not permit the practice of arbitrage when trading and strictly forbids any form of manipulation of its prices, execution, and platform or making transactions based on errors, omissions or misquotes on the Strifor Trade platform.
2. Price latency, connectivity delays, and price feed errors sometimes create a situation where the prices displayed do not accurately reflect market rates. The concept of arbitrage and "scalping", or taking advantage of these Internet delays, cannot exist in an OTC market where the client is buying or selling directly from the market maker.
3. Any transactions that rely on price latency or price feed errors may be subject to intervention which includes the right to void any transactions which Strifor has determined to be a result of any of these practices, revocation of profits, widening of spreads, block of trading and any other necessary corrections or adjustments on the account without prior notice.



4. If Strifor suspects or has reason to believe that Customer has abused the terms and conditions by hedging positions internally (using other trading accounts held with Strifor) or externally (using other trading accounts held with other brokers), Strifor reserves the right to cancel any trades or profits associated with Customer's account(s).

## 16.2. MARKET ABUSE

1. Strifor may hedge our liability to you by opening analogous positions with other institutions or in the underlying market. The result of our doing this is that when you trade with us your trades can, through our hedging, exert a distorting influence on the underlying market for that index, in addition to the impact that it may have on our own prices. This creates a possibility of market abuse.

2. Customer represents and warrants, and agrees that each such representation and warranty is deemed repeated each time Customer opens or closes a position that:

(a) Customer will not place and has not placed a trade with us relating to a particular index or any other CFD price if to do so would result in Customer, or others with whom Customer is acting in concert together, having an exposure to the price of the underlying financial instrument which can create a situation of market abuse.

This exposure can be equal to or exceeding the amount of a declarable interest in the relevant financial instrument. For this purpose, the level of a declarable interest will be the prevailing level at the material time, set by law or by the stock exchange(s) or other exchange upon which the underlying financial instrument is traded; and

(b) Customer will not place and has not placed a trade with us in connection with:

(i) a placing, issue, distribution or other analogous event;

(ii) an offer, take over, merger or other analogous event; or

(iii) any other corporate finance style activity, in which Customer is involved or otherwise interested; and



(c) Customer will not place or close a position and Customer will not place an order that contravenes any primary or secondary legislation or other law against insider dealing or market manipulation. Customer agrees that Strifor may proceed on the basis that when Customer opens or closes a position or places an order on a share price, Customer may be treated as dealing in securities within the meaning of the relevant statutes or regulations.

In the event that (a) Customer places or closes any trade or places an order in breach of the representations and warranties given, or Strifor has reasonable grounds for suspecting that Customer may have done so, Strifor may at our absolute discretion and without being under any obligation to inform Customer of our reason for doing so close that trade and any other trade or trades that you may have open at the time, if applicable and also at our absolute discretion cancel any trades or profits associated with Customer's account(s).

3. Strifor may hedge our liability to you by opening analogous positions with other institutions or in the underlying market. The result of our doing this is that when you trade with us your trades can, through our hedging, exert a distorting influence on the underlying market for that index, in addition to the impact that it may have on our own prices. This creates a possibility of market abuse.

4. Customer represents and warrants, and agrees that each such representation and warranty is deemed repeated each time Customer opens or closes a position that:

(a) Customer will not place and has not placed a trade with us relating to a particular index or any other CFD price if to do so would result in Customer, or others with whom Customer is acting in concert together, having an exposure to the price of the underlying financial instrument which can create a situation of market abuse.

This exposure can be equal to or exceeding the amount of a declarable interest in the relevant financial instrument. For this purpose, the level of a declarable interest will be the prevailing level at the material time, set by law or by the stock exchange(s) or other exchange upon which the underlying financial instrument is traded; and

(b) Customer will not place and has not placed a trade with us in connection with:





- (i) a placing, issue, distribution or other analogous event;
  - (ii) an offer, take over, merger or other analogous event; or
  - (iii) any other corporate finance style activity, in which Customer is involved or otherwise interested; and
- (c) Customer will not place or close a position and Customer will not place an order that contravenes any primary or secondary legislation or other law against insider dealing or market manipulation. Customer agrees that Strifor may proceed on the basis that when Customer opens or closes a position or places an order on a share price, Customer may be treated as dealing in securities within the meaning of the relevant statutes or regulations.

In the event that (a) Customer places or closes any trade or places an order in breach of the representations and warranties given, or Strifor has reasonable grounds for suspecting that Customer may have done so, Strifor may at our absolute discretion and without being under any obligation to inform Customer of our reason for doing so close that trade and any other trade or trades that you may have open at the time, if applicable and also at our absolute discretion cancel any trades or profits associated with Customer's account(s).

5. Customer acknowledges that trade are speculative arrangements and Customer agrees that Customer will not enter into any transactions with us in connection with any corporate finance style activity.

6. Customer acknowledges that it would be improper for Customer to deal in the underlying market if the sole purpose of such a transaction was to impact on our bid or offer prices, and Customer agrees not to conduct any such transactions.

## **17. EXECUTION OF ORDERS, STOP AND LIMITS**

17.1. Strifor will use commercially reasonable efforts to complete all orders which it may, in its sole discretion, choose to accept in accordance with the oral or written or computer instructions of Customer.



17.2. Strifor reserves the right to refuse to accept any order.

17.3. Upon Customer's offer and Strifor's acceptance of an order, Customer hereby authorizes Strifor to close the transaction at the Close at Loss price or Close at Profit price, as applicable, and as agreed upon in the order, without further instruction from or notification to Customer.

17.4. Strifor may, in its sole discretion, close the transaction when the price quoted by Strifor on the trading platform equals the price accepted by Strifor for such an order.

17.5. Customer acknowledges and agrees that Strifor shall not be obligated to close a transaction which does not otherwise comply with any other limitations agreed upon with respect to such transaction.

17.6. Customer acknowledges and agrees that due to market volatility and factors beyond Strifor 's control, Strifor cannot guarantee that a Close at Loss order will be executed at the level specified in Customer's order. In such an event, Strifor will close the transaction at the next best price.

17.7. If, before Customer's "Limit Order" offer to open or close a transaction is accepted by Strifor, Strifor 's quote moves to Customer's advantage (for example, if the price goes down as Customer buys or the price goes up as Customer sells) Customer agrees that Strifor will execute the closing transaction at the Customer's specified price and not better. Customer agrees that Strifor can retain such price movement for its own account.

17.8. Customer is aware that a part of Strifor 's revenues derives from the spreads on each transaction. The spread is the difference between the bid & the ask price of the price quote on a transaction. Therefore, in case the fair market price reduces Strifor's spread in a specific transaction, Strifor may, at its sole discretion, choose not to execute such transaction, in which case Strifor may send Customer an amended quote for his consideration. Strifor may complete a transaction at its sole discretion in case the fair market price does not affect Strifor spread from the transaction and / or increases it.

17.9. The Client may issue only the following trading instructions using the Platform:



OPEN - to open a position;

CLOSE - to close a position;

to place (delete, change) Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop orders, and also Sell Stop Limit, Buy Stop Limit orders.

The Company cannot accept and will automatically deny any other requests.

17.10. A confirmed request to open/close a position cannot be canceled, changed, or withdrawn by the Client.

17.11. Orders are executed at the Bid / Ask prices proposed by the Client, which he sees in the window of client's trading terminal. During trading session, the Client may select a desired operation and place a price confirmation inquiry with the dealer. The Company reserves the right to increase declared spreads during excessive market volatility and/or insufficient market liquidity.

17.12. If the price has changed while the inquiry was processed, or in the event of increase of market volatility dealer may offer the Client a new price, in which case the dealer's response time may increase until the price will be certain.

17.13. The Company (dealer) may decline the Client's instruction to open a position, if the free margin is lesser than the margin required to secure this position.

17.14. Limit and Take Profit orders are executed at the order price. Stop and Stop Loss orders are executed at the best available market price when the order price level is reached in the market. The Company reserves the right to reject order execution if current market situation does not correspond to order conditions at the moment of execution, The Company reserve the right not to execute an order or revise an order opening (closing) price based on the first tick at the opening of a trading session, and in the event of a technical failure of the trading platform, which affected the financial instrument quotation flow, or other technical failures.

17.15. When market is opened for CFD on stock indexes, Limit and Take Profit orders are executed at the order price. Stop and Stop Loss orders are executed at the best available



market price when the order price level is reached in the market. The Company reserves the right to reject order execution if current market situation does not correspond to order conditions at the moment of execution.

17.16. The Client cannot change or delete current and pending orders, if price has reached the order execution level.

17.17. Unless otherwise is stipulated in this Agreement, forced closure of open positions (Stop Out) by on the Client's account happens when the Margin Level reaches 20% on Basic and Advanced account and when the Margin Level reaches 10% on Professional account.

17.18. The Company may suspend its operations or revise the Client's orders for the following reasons: failures on part of Internet access providers, failures in information flows, hacker attacks, and other illegal actions against the Company's servers and equipment, force majeure circumstances, and suspension of trading on financial markets which concerns financial instruments used by the Company.

17.19. The Company may revise (change) a trading operation upon discovery of software malfunction within 5 trading sessions after malfunction was discovered. In this case, the Client will be provided data concerning history of at least 2 independent quotation sources.

17.20. The Client bears full responsibility for his trading operations using additional functions of the Client trade terminal, such as Trailing Stop or Expert Advisor. These functions and their performance and characteristics directly depend on the Client trade terminal and cannot be controlled by the Company's server.

17.21. The Company may change spread amount and parameters of Limit & Stop levels for orders for certain financial instruments at nighttime and during periods of low market liquidity and high volatility of the market.

17.22. The Company reserves the right to cancel orders with duration less than 2 minutes.





17.23. The Company may increase the Limit & Stop level for Currency Pairs orders for up to 30 pips for the period of release of important economic news. The level changes take effect at least 15 minutes prior to the news release time.

17.24. The Company reserves the right to cancel the orders and refuse services if:

- the number of orders in most of its mass hedged by counter-orders earlier than in 2 minutes;

the Client's intentions directed only to open / close trading orders using old / not existing prices;

identified fraud attempts to make profit using particularities of trading conditions and trading equipment;

the Client creates multiple profiles or manages multiple profiles with the purpose to manipulate trading conditions or commercial offers of the Company.

17.25. The Company has the right to cancel the Client pending orders, if the Client didn't perform any trading activity during the period of 3 months.

17.26. The Company reserves the right to limit maximum amount of active orders on the Client's account.

17.27. The Company reserves the right to reduce the leverage (available to the Client) and Margin level (Margin requirements) on a particular instruments unilaterally at its sole discretion depending on current market conditions and the liquidity provider's margin requirements. Factors influencing the determination of current market conditions (for the purpose of establishing the amount of leverage) and/or and Margin level (margin requirements) on a particular instruments may be determined by the Company's dealing department.

17.28. The Company has the right to set the maximum amount of leverage unilaterally at its sole discretion, depending on the type of Client's account (and/or depending on the amount of funds accounted for by the Client on his Strifor account (Client's «equity»)). For example, If the Client's «equity» is more than 50.000 USD (five thousand US



dollars) or an equivalent amount, then the Company has the right to set a maximum leverage of 1:100. If the Client's deposit is more than 400.000 USD (four hundreds thousand US dollars) or an equivalent amount, the Company reserves the right to set a maximum leverage of 1:50. If the Client's deposit is more than 1.000.000 USD (one million US dollars) or an equivalent amount, the Company reserves the right to set a maximum leverage of 1:25. If the Client's deposit is more than 2.000.000 USD (two millions US dollars) or an equivalent amount, the Company reserves the right to set a maximum leverage of 1:10.

17.30. Forced closure of open positions (Stop Out) on the Client's account happens:

- when the Margin Level reaches 50% - under the condition that the Client's «equity» is more than 100.000 USD (one hundred thousand US dollars) or an equivalent amount;
- when the Margin Level reaches 80% - under the condition that the Client's «equity» is more than 200.000 USD (two hundreds thousand US dollars) or an equivalent amount.

The Company shall be entitled to unilaterally at any time at its sole and absolute discretion change (amend) the Stop Out level (conditions for forced closure of open positions) if the Client uses risky trading strategies and (or) due the lack of liquidity in the market.

Factors influencing the determination of current market conditions (including the lack of liquidity in the market) for the purpose of establishing the Stop Out level on and/or use by the Client of risky trading strategies are determined by the Company's dealing department (at own discretion of the Company).

The maximum number of current trading accounts cannot be greater than 10 (deleted and archived trading accounts are not taken into account).

17.31. The Company reserves the right to cover the Client account negative balance derived from the Client trading operations when trying to manipulate with orders and



negative account balance on different accounts, by the Clients' funds on other accounts with the Company.

17.32. The Company reserves the right to decrease trading account leverage on its own discretion when account equity equals or exceeds 10 000 USD or its equivalent.

17.33. The Company warns that market spreads of trading instruments can exceed the values stated in specifications during the periods of low market liquidity (the beginning or the end of trading day, releases of statistics and news). The Company is not responsible for such expansions.

17.34. The Company reserves the right to establish the individual trading conditions if the Client's deposit exceeds USD 50,000 (or an equivalent amount).

## **18. RISK ACKNOWLEDGMENT**

18.1. Customer acknowledges that investment in leveraged and non-leveraged transactions are speculative, involves a high degree of risk, and is appropriate only for persons who can assume risk of loss of their entire margin deposit.

18.2. Customer understands that because of the low margin normally required in OTC trading, price changes in OTC may result in significant losses.

18.3. Customer warrants that Customer is willing and able, financially and otherwise, to assume the risk of OTC trading, and in consideration of Strifor's carrying his/her account(s), Customer agrees not to hold Strifor and any of its subsidiaries, marketing partners or agents responsible for any losses incurred by Customer.

18.4. Customer recognizes that guarantees of profit or freedom from loss are impossible in OTC trading.

18.5. Customer acknowledges that Customer has received no such guarantees from Strifor or from any of its representatives or any introducing agent or other entity with



whom Customer is conducting his/her Strifor account and has not entered into this agreement in consideration of or in reliance upon any such guarantees or similar representations.

18.6. If the price of a pending order of the Limit or Stop type falls into a price gap (gap), the order can be executed at the first price after the gap or not executed at all. If the price of a Stop Loss order falls within a price gap, the order can be executed at the first price after the gap. If the price of a Take Profit order falls into a price gap, the order can be executed at the price specified in the order. The result of order execution is saved in the log of the Company's trading server.

18.7. The high degree of leverage that is obtainable in the trading of Forex, CFDs and Spread Betting transactions can work against you as well as for you. Leverage can lead to large losses as well as gains.

18.8. During times of extreme volatility it can be difficult or impossible to execute orders.

## 19. MARKET RECOMMENDATIONS AND INFORMATION

19.1. Customer acknowledges that:

- (i) Any market recommendations, signals and information communicated by any method of communication to Customer by Strifor and any of its subsidiaries, marketing partners, agents or by any person within Strifor does not constitute an offer to sell or the solicitation of an offer to buy any OTC contract, and that Strifor does not provide investment advice
- (ii) Such recommendation and information, although generally based upon information obtained from sources believed by Strifor to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified, and





(iii) Strifor makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or market recommendation furnished to Customer and shall not be responsible for any loss or damage including without limitation any loss of margin or profits which may arise directly or indirectly from use or reliance on such recommendations or information.

19.2. Customer understands that Customer is solely responsible for assessing the merits and risks of any trade it may enter into with Strifor whether as a result of information provided by Strifor or otherwise.

19.3. Customer acknowledges that Strifor and/or its officers, directors, marketing partners, associates, stockholders or representatives may have a position in or may intend to buy or sell Forex, CFDs and Spread Bets, which are the subject of market recommendations furnished to Customer, and that the market position of Strifor or any such officer, director, marketing partner, associate, stockholder or representative may not be consistent with the recommendations furnished to Customer by Strifor.

19.4. Customer acknowledges that Strifor makes no representations concerning the tax implications or treatment of any trading activity.

19.5. Customer represents and warrants that:

(i) if Customer is a natural person, Customer is of sound mind, legal age and legal competence

(ii) if Customer is not a natural person,

a. Customer is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;

b. Execution and delivery of this Agreement and all Contracts and other transactions contemplated hereunder and performance of all obligations contemplated under this Agreement and all other transactions contemplated hereunder have been duly authorised by Customer; and



c. Each person executing and delivering this Agreement and all other transactions contemplated hereunder on behalf of the Customer, has been duly authorised by Customer to do so.

(iii) No person other than Customer has or will have an interest in Customer's account(s) and Customer has not granted and will not grant a security interest in Customer's account with Strifor (other than the security interest granted to Strifor hereunder) to any person without Strifor's prior written consent. Customer has full beneficial ownership of all collateral and will not grant any security interest in any collateral to any person (other than the security interest granted to Strifor hereunder) without Strifor's prior written consent; and,

(iv) Customer hereby warrants that regardless of any subsequent determination to the contrary, Customer is suitable to trade OTC; and,

(v) Customer is not now an employee of any exchange, any corporation in which any exchange owns a majority of the capital stock, any member of any exchange and/or firm registered on any exchange, or any bank, trust, or insurance company, and in the event that Customer becomes so employed, Customer will promptly notify us, at Strifor's home office, in writing, of such employment; and,

(vi) Customer will execute and deliver all documents, give all notices, make all filings and take such other actions as Strifor, in its sole discretion, deems necessary or desirable to evidence or perfect any security interest in favor of Strifor or to protect Strifor's interests with respect to any Collateral; and,

(vii) Customer has read, understands and accepts the provisions contained in this document, Strifor's Risk Disclosure Statement and Privacy Policy; and

Customer will review the Agreement (including this document, Strifor's Risk Disclosure Statement and Privacy Policy); and

(viii) Customer will not affect any transaction in Customer's account unless Customer understands this Agreement, and Customer agrees that in effecting any transaction it is deemed to represent that it has read and understands this Agreement as in effect at the time of such transaction; and



(ix) Customer agrees to, and shall at all times comply with all applicable laws, statutes and regulations and Customer hereby declares that the execution and delivery by Customer of this Agreement and all other transactions contemplated hereunder, and performance of all of Customer's obligations contemplated under this Agreement and any other transaction contemplated hereunder, will not violate any statute, rule, regulation, ordinance, charter, by-law or policy applicable to Customer. Customer may not use this account with Strifor for any illegal activity.

## 20. ISLAMIC ACCOUNTS

20.1. In the event that Customer, due to its observance of Islamic religious beliefs cannot receive or pay interest, Customer may elect to designate, in the manner provided by Strifor, its trading account to be an Islamic Account, which is not charged with, or entitled to, overnight interest and/or rollovers.

20.2. In the event that Customer designates its account as an Islamic account, Customer may not keep transactions in such account open for more than 5 days and may not otherwise abuse such benefit. If a transaction in Islamic account is open for more than 5 days, a commission (commissions) may be withhold according to the Company's rate.

20.3. Strifor reserves the right to cancel the aforesaid benefit at any time and take any action necessary in Strifor 's absolute discretion due to abuse of this benefit.

20.4. Such actions may include, without limitation, the designation of the Islamic Account as a regular account and retroactively effecting required adjustments (e.g., setting off amounts from the account equal to amounts paid by Strifor as interest), cancellation of transactions, and adjustment of account balances.

20.5. If the Client goes through the procedure for creating an Islamic account, the Company has the right, at its discretion, to request any necessary documents that may serve as confirmation (evidence) of the right of an individual Client to create an Islamic account (for the purpose of making a final decision on opening an account of the Islamic account or refusing in its opening).



## 21. DISCLOSURE OF FINANCIAL INFORMATION

21.1. The Customer represents and warrants that the financial information disclosed to us in his/its Application is an accurate representation of the Customer's current financial condition.

21.2. The Customer represents and warrants that the Customer has very carefully considered the portion of the Customer's assets which the Customer considers to be risk capital.

21.3. The Customer recognizes that risk capital is the amount of money the Customer is willing to put at risk and the loss of it would not, in any way, change the Customer's lifestyle.

21.4. The Customer agrees to immediately inform us if the Customer's financial condition changes in such a way to reduce the Customer's net worth, liquid assets and/or risk capital.

## 23. DISCLOSURE OF CUSTOMER INFORMATION

23.1. Strifor will not share or sell information regarding customers and/or prospective customers, except to its employees, agents, partners, and associates as required in the ordinary course of business, including, but not limited to, Strifors banking or credit relationships, or to other persons as disclosed in our Privacy Policy.

23.2. Strifor may also disclose to state regulatory agencies and law enforcement authorities' information regarding Customer and Customer's transactions in response to a request for such information or in response to a court order or subpoena.

23.3. Strifor will share or sell statistical information without disclosing Customer's identity.





## 24. TERMINATION

24.1. This Agreement shall continue in effect until termination, and may be terminated by Customer at any time upon three days prior written notice (which may be by e-mail) when Customer has no Forex, CFDs and Spread Betting position(s) and no liabilities held by or owed to Strifor upon the actual receipt by Strifor at its home office of written notice of termination, or at any time whatsoever by Strifor upon the transmittal of written notice of termination to Customer; provided, that such termination shall not affect any transactions previously entered into and shall not relieve either party of any obligations set out in this agreement nor shall it relieve Customer of any obligations arising out of any deficit balance.

## 25. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

25.1. All copyright, trademark, trade secret and other intellectual property rights and proprietary rights to the Strifor website in its totality, its contents and any related materials (“IP”) shall remain at all times the sole and exclusive property of the Strifor and its licensors and in the case of third party materials available on the Strifor web site to such third party and Customers shall have no right or interest in the IP except for the right to access and use the IP as specified herein.

25.2. Customer acknowledges that the IP is confidential and has been developed through the expenditure of substantial skill, time, effort and money.

25.3. The Customer will protect the confidentiality of the IP and not allow website access to any third party.

25.4. Customer will not publish, distribute, or otherwise make available to third parties any information derived from or relating to the IP.



25.5. Customer will not copy, modify, de-compile, reverse engineer, or make derivative works of the IP or in the manner in which it operates.

25.6. If Customer has comments on Strifors services or ideas on how to improve them, Customer is welcome to contact Strifor. By doing so, Customer grants Strifor a perpetual, royalty-free, irrevocable, transferable license, with right of sublicense, to use and incorporate Customer's ideas or comments into the Strifor's services, and to otherwise exploit Customer's ideas and comments, in each case without payment of any compensation.

## 26. RECORDINGS

26.1. Customer agrees and acknowledges that all conversations regarding Customer's account(s) between Customer and Strifor personnel may be electronically recorded with or without the use of an automatic tone warning device.

26.2. Customer further agrees to the use by Strifor, its subsidiaries, marketing partners and agents of such recordings and transcripts as it deems fit in connection with any dispute or legal proceeding that may arise.

26.3. Customer understands that Strifor destroys such recordings at regular intervals in accordance with Strifor's established business procedures and Customer hereby consents to such destruction.

## 27. LEGAL RESTRICTIONS

27.1. Without limiting the foregoing, Customer understands that laws regarding financial contracts vary throughout the world, and it is Customer's obligation alone to ensure that Customer fully complies with any law, regulation or directive, relevant to Customer's country of residency with regards to the use of the Web site.



27.2. For avoidance of doubt, the ability to access Strifor 's Web site does not necessarily mean that Strifor 's services, and/or Customer's activities through it, are legal under the laws, regulations or directives relevant to Customer's country of residency.

27.3. This Web site does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction in which such offer or solicitation is not authorised, or to any person to whom it is unlawful to make such an offer or solicitation.

27.4. Access to this Web site, and the offering of financial contracts via this site, may be restricted in certain jurisdictions, and, accordingly, users accessing this site are required to inform themselves of, and to observe, such restrictions.

## 28. DECLARATION

28.1. By acceptance of this Agreement, Customer hereby declares that the moneys invested in Customer's account with Strifor do not originate from drug trafficking, abduction, or any other criminal activity.

## 29. TAX COLLECTION

29.1. Customer knows, understands and agrees that, in general, Strifor does not collect tax for any authority in any form or manner.

29.2. Without limiting the foregoing, it is Customer's obligation alone to calculate and pay all taxes applicable to you in Customer's country of residence, or otherwise arising as a result of Customer's trading activity from the use of the Strifor 's services.

29.3. Without derogating from Customer's sole and entire responsibility to perform tax payments, Customer agrees that Strifor may deduct tax, as may be required by the applicable law, but is not obligated to do so, from the results of the activity with Strifor .



29.4. Customer is aware that amounts that may be withdrawn by Customer from Customer's account are "gross amounts", from which the Strifor may deduct such taxes, and that Customer shall have no claim towards Strifor with regard to such deductions.

## 30. INACTIVITY AND ADMINISTRATION FEES

30.1. Customer acknowledges that the Customer's trading account may be subject to inactivity fees unless prohibited by law. After 2 consecutive months (or 60 calendar days) of non-use ("Inactivity Period"), and every successive Inactivity Period, an inactivity fee will be deducted from the value of the Customer's trading account. This fee is outlined below and subject to client relevant currency based account:

Inactivity Fee:

USD Account: \$50

EUR Account: €50

Applicable fees are subject to change periodically.

30.2. Customer acknowledges that the Customer's trading account may be subject to an annual administration fee unless prohibited by law. After 12 consecutive months of non-use ("Annual Inactivity Period"), an administration fee will be deducted from the value (amount) of the Customer's trading account. This fee is outlined below and subject to client relevant currency based account: This is to offset the cost incurred in making the service available, even though it may not be used.

Administration Fee:

USD Account: 5 % (five percent) of the deposit amount (of the balance of funds recorded on the Client's account), but not less than 50 US dollars (or an equivalent amount);

EUR Account: 5 % (five percent) of the deposit amount (of the balance of funds recorded on the Client's account), but not less than 50 Euro (or an equivalent amount);





Applicable fees are subject to change periodically.

30.3. If, within a period of 2 to 12 months, the Customer returns to trading (starts making transactions (operations) on the platform), then the written off amounts of fees specified in Clause 30.1 of the Agreement may be returned to the Clients account at the absolute discretion of the Company. In this case, the deadline (timeframe) for the return (compensation) of funds is set unilaterally by the Company.

30.4. The Client may, at his own discretion, suspend («freeze») his trading account by sending a corresponding notification to the Company (according to the contact details specified in this Agreement and/or on the Company's website). Suspension («freezing») of trading account can be carried out for a period of up to 3 months. In this case, within 3 months (for which the account was suspended according to the procedure), the amounts of fees specified in this part of the Agreement will not be charged.

## **31. ACCOUNT PROCEDURES - IDENTIFICATION**

31.1. Customer acknowledges that applicable laws require financial institutions to obtain, verify, and record information identifying each person who opens an account.

31.2. Customer further acknowledges that Strifor makes efforts to prevent fraud and to confirm Customer's identity.

31.3. Accordingly, Customer has provided Strifor, or shall provide Strifor promptly following the opening of the trading account, with certain identifying information and documents as shall be requested by Strifor, including a copy of Customer's ID, a copy of Customer's utility bill (e.g., phone bill, property tax bill), and copies of both sides of Customer's credit card (in the event deposit has been made through credit card).

31.4. Customer confirms that Customer has provided true, accurate, current and complete information during the registration process, and that Customer has not impersonated any person or entity, or misrepresented any affiliation with another person, entity or association, used false headers or otherwise concealed Customer's identity from Strifor for any purpose.



## 32. CONSENT TO ELECTRONIC SIGNATURE

32.1. By electronically signing Strifor's account agreement and related documents, Customer acknowledges receipt of the customer account letter, customer agreement and other documents contained as part of Strifor 's electronic account package and Customer agrees to be bound by their terms and conditions.

32.2. In addition, by signing Strifor's account agreement and related documents, Customer is consenting to Strifor maintaining and Customer receiving electronic records of Customer's trades and accounts.

## 33. CONSENT TO EXECUTION OF ORDERS OUTSIDE A REGULATED MARKET OR MTF

33.1. Customer hereby acknowledges and consents to Strifor executing orders over the counter and outside a regulated market or MTF.

## 34. WAIVER AND AMENDMENT

34.1. Customer understands, acknowledges and agrees that Strifor may amend or change this Agreement at any time.

34.2. Strifor will provide notice to Customer of any such amendment or change by posting the amendment or change on Strifor 's website or by sending an e-mail message to Customer at least 7 days before it takes effect.

34.3. Customer agrees to be bound by the terms of such amendment or change on that date.



34.4. In the event that Customer objects to any such change or amendment, Customer agrees to liquidate Customer's open positions and instruct Strifor regarding the disposition of all assets in Customer's account within ten (10) business days after notice of the amendment or change has been posted on Strifor's website or otherwise notified Customer.

34.5. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties or from any failure by Strifor or failure of Strifor's agents to assert its rights under this Agreement on any occasion or series of occasions.

34.6. No oral agreements or instructions to the contrary shall be recognized or enforceable.

## 35. ASSIGNMENT

35.1. Customer may not assign or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of Strifor. Any attempted assignment or transfer in violation of the foregoing will be void. Strifor may freely assign this Agreement.

## 36. GOVERNING LAW AND JURISDICTION

36.1. This Agreement, the rights and obligations of the parties hereto, and any judicial or administrative action or proceeding arising directly or indirectly hereunder or in connection with the transactions contemplated hereby shall be governed by, construed and enforced in all respects in accordance with the laws the Marshall Islands and the customer hereby irrevocably submit to the non-exclusive jurisdiction of the Marshall Islands Courts.



## 37. BINDING EFFECT

37.1. This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Customer at any time opened or reopened with Strifor irrespective of any change or changes at any time in the personnel of Strifor or its successors, assigns, subsidiaries, marketing partners or agents.

37.2. This Agreement including all authorizations, shall inure to the benefit of Strifor and its subsidiaries, marketing partners, agents, successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Customer and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Customer.

37.3. Customer hereby ratifies all transactions with Strifor effected prior to the date of this Agreement, and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of this Agreement.

**CUSTOMER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE FOREGOING CUSTOMER AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF.**