

AFK Capital (PTY) Ltd

TERMS OF BUSINESS

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Terms of Business

1. INTRODUCTION

- 1.1. Levetrade (hereinafter referred to as the 'Company') is an investment firm that operates as a global broker. Levetrade is a product of AFK Capital (PTY) LTD, an authorised financial services provider, licensed and regulated by the Financial Sector Conduct Authority (FSCA) in South Africa, with FSP No. 51875 and reg. No. 2021 / 311713 / 07, located at The Capital Trilogy, Menlyn Main Amarand Ave, Waterkloof Glen, 0181 Pretoria, Gauteng, South Africa.
- 1.2. AFK Capital (PTY) Ltd is incorporated in South Africa as an International Broker Company with the registration number K2021311713.

2. ACKNOWLEDGEMENT

- 2.1. This policy covers the website www.levetrade.com and all its related sub-domains and mobile applications that are registered and operated by AFK Capital (PTY) Ltd.
- 2.2. This Policy applies to existing clients, prospective clients, clients who have terminated their contractual relationship with the Company and website visitors (hereinafter jointly referred to as the "Clients" or "you") who are accessing or using the Company's website(s) and mobile applications (hereinafter referred to as the "Platforms").
- 2.3. The client acknowledges that the Firm's official language is the English Language.
- 2.4. The client acknowledges that he/she read, understood and accepted the Terms of Business as amended from time to time, in addition to any information contained within the firm's website available online at www.levetrade.com
- 2.5. After the Client fills in and submits the Account Opening Application Form together with all the required identification documentation, the Company will send him a notice informing him whether he has been accepted as a customer of the Company. It is understood that the Company is not to be required (and may be unable under Applicable Regulations) to accept the Client as its customer, and hence open an account for him or accept any money from him, until all documentation it requires has been received by the Company, properly and fully completed by the Client and all internal Company checks (including without limitation anti-money laundering checks and appropriateness tests) have been duly satisfied. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries. The Agreement will take effect and commence upon the receipt by the Client of the notice sent by the Company informing the Client that he has been accepted as the Company's Client." You may also add "by accepting this Agreement, the client is consenting that if he is accepted by the Company as a Client their relationship will be governed by the terms and Conditions of this Terms of Business and Account opening agreement as amended from time to time.
- 2.6. The company's customers accept that any/all telephone conversations may be recorded for quality and training purposes, without the caller being informed. All recorded conversations may be held in storage and used at later junctures in the event of disputes, or should their

content be required by relevant authorities upon request. On the other hand, there is no liability for the company to save any records of conversation, verbal or written, and/or trading history and/or investment history.

- 2.7. The client acknowledges that the Firm's official language is the English Language.

3. SCOPE OF THE TERMS OF BUSINESS

- 3.1. The Terms of Business govern all the actions that relate to the execution of the client's orders.
- 3.2. The Terms of Business are non-negotiable and overrides any other agreements, arrangements, express or implied statements made by Levetrade unless the company, in its sole discretion, determines that the context requires otherwise.

4. RESTRICTIONS

- 4.1. It is illegal to Participate at Levetrade.com if you are under 18 years of age.
- 4.2. You are not allowed to participate in services offered by company if you hold Identity Proof and/or Address proof from any of the following countries or its territories: Afghanistan, Albania, Algeria, Angola, Belarus, Belgium, Benin, Bhutan, Bolivia, Botswana, Bulgaria, Burkina Faso, Cameroon, Canada, Central African Republic, Chad, China, Comoros, Congo, Côte d'Ivoire, Cuba, Cyprus, Djibouti, DR Congo, Ecuador, Egypt, El Salvador, Equatorial Guinea, Eritrea, Eswatini, Ethiopia, France, French Guiana, Gabon, Gambia, Germany, Ghana, Guinea, Guinea-Bissau, Guyana, Haiti, Holy See, Honduras, India, Iran, Iraq, Israel, Kyrgyzstan, Laos, Lebanon, Liberia, Libya, Malawi, Mali, Mauritania, Mayotte, Myanmar, Niger, North Korea, North Macedonia, Poland, Réunion, Russia, Rwanda, Senegal, Sierra Leone, Somalia, South Sudan, Spain, Sri Lanka, State of Palestine, Sudan, Suriname, Syria, Tajikistan, Timor-Leste, Togo, Tunisia, Turkmenistan, Uganda, Ukraine, United States of America, Uzbekistan, Western Sahara, Yemen, Zambia, Zimbabwe. These countries shall be considered "Excluded Territories".
- 4.3. Trades placed from any of the Excluded Territories will be voided and any deposits or Trades made by persons who are located in such jurisdictions (or own US passport) will be refunded.
- 4.4. It is the Customer's responsibility to know if their participation is lawful in their jurisdiction.
- 4.5. Any person who is knowingly in breach of this section, including any attempt to circumvent this restriction, for example, by using a VPN, proxy or similar service that masks or manipulates the identification of your real location, or by otherwise providing false or misleading information regarding your location or place of residence, or by trading or wagers using the Website through a third party or on behalf of a third party located in an Excluded Territory is in breach of these Terms & Conditions. You may be committing fraud and may be subject to criminal prosecution.

5. DEFINITIONS AND INTERPRETATIONS

5.1. Terms stated below shall have the following meanings and may be used in the singular or plural as appropriate.

“**Account**” means a personalized trading account of the Client with the Company;

“**Account Detailed Report**” shall mean a statement of the Clients securities portfolio, open positions, margin requirements, cash deposit etc. at a specific point in time;

“**Ask Price**” means buy price;

“**Authorized Person**” means a person authorized by the Client under a power of attorney to give instructions to the Company in relation to the Account;

“**Balance**” means sum of deposit, withdrawals and closed trades.

Balance Formula = Deposit - withdrawals +/- Profit or Loss from Closed trades.

“**Bid Price**” means sell price;

“**Business Day**” means any working day as per local calendar.

“**CFD Contract or CFD**” means a contract of difference by reference to fluctuations in the price of the relevant Underlying Asset;

“**Client**” means a natural or legal person, accepted by the Company as its Client to whom services will be provided by the Company under the Terms;

“**Collateral**” means any securities or other assets deposited with the Company’s Execution Venue;

“**Company**” means Levetrade. Levetrade is a product of AFK Capital (PTY) LTD, an authorised financial services provider, licensed and regulated by the Financial Sector Conduct Authority (FSCA) in South Africa, with FSP No. 51875 and reg. No. 2021 / 311713 / 07, located at The Capital Trilogy, Menlyn Main Amarand Ave, Waterkloof Glen, 0181 Pretoria, Gauteng, South Africa.

“**Company’s Website**” means www.levetrade.com or any other website that may be the Company’s website from time to time;

“**Contract**” means any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or other financial instruments or property, including any derivative contracts such as options, futures, CFDs or other transactions related thereto, entered into by the Company and the Client;

“**Counterparties**” shall mean banks and/or brokers etc through whom the Company may cover its transactions with Clients;

“Durable Medium” means any instrument which enables the Client to store information in a way accessible for future reference for a period of time adequate for purposes of the information and which allows the unchanged reproduction of the information stored;

“Equity” means Balance +/- Profit or Loss from Open Trades. Equity will be the same amount as Balance if there no open trades.

“Floating Profit/Loss” shall mean the unrealized profit or loss of open positions.

“Free Margin” means the difference between equity and margin used for opening trades.

Free Margin Formula = Equity - Margin used;

“Leverage” means a feature offered by broker which helps traders to trade bigger trade size as compared to the balance in trading account. Example: If your account leverage is 1:400, you can trade 400USD by using margin if only 1USD.

“Margin” means the amount that used as collateral to open trade and it is locked until the trade is closed.

Margin Formula = Trade Size * Price / Leverage.

“Margin Call” Margin call occurs when equity equals margin used i.e when margin level is 100% or lower. In margin call, trader can close the existing open trades, however, cannot open new trades.

“Margin Level” means the percentage of Equity to Margin ratio.

Margin Level Formula = (Equity/Necessary Margin) x 100;

“Market Rules” means the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organization or market involved in the conclusion, execution or settlement of a Contract any exercise by any such exchange, clearing house or other organization or market of any power or authority conferred on it;

“Open Positions” means any position/trade that has not been closed.

“OTC” shall mean any Contract concerning a commodity, security, currency or other financial instrument or property, including any option, future, or CFD which is not traded on a regulated stock or commodity exchange but “over the counter”;

“Principal” means the individual person or the legal entity which is a party to a transaction;

“Services” means the services to be provided by the Company to the Client construed by these Terms. Services is inclusive of any dealing, order routing, advisory or other services which the Company provides from time to time to the Client by remote access via the Internet and which are subject to these Terms;

“Spread” means the difference between the Ask Price and the Bid Price;

“Swap” shall mean the funds withdrawn or added to the Client’s Account from rolling over (transfer) of an open position to the next day;

“Stop Out Level” our Stop Out Level is set at default 50%. It means the trading system will start closing trades automatically when the margin level percentage reaches 50%, starting with biggest losing trades first and continue closing more trades until the point where the margin level percentage is more than 50% or all trades are closed. This limit is set by broker to ensure client doesn't lose more than amount. Stop Out Levels are frequently overlooked by traders. Mistakes are not always the best teachers, so it is better to prevent unpleasant experiences. Stop Out levels can be avoided by either depositing funds or closing existing trade/s.

“Terms” mean these Terms of business governing all the actions that relate to the execution of your trades;

“Trade Confirmation” means a notification from the Company's trading platform to the Client confirming the Client's entry into a Contract;

“Trading Platform” means any online trading platform made available to the Client by the Company for placing orders, requesting quotes for trades, receiving price information and market related news as well as having a real-time revaluation of the open positions, through the Internet; **“Underlying Asset”** means underlying asset is the financial instrument (e.g., stock, futures, commodity, currency, index) on which a derivative's price is based.

6. IDENTIFICATION DOCUMENTATION

- 6.1. Participating in the company requires you to enter your personal details during the account registration process. Personal details include, but are not limited to: first name, surname, address, date of birth etc. The 'Know Your Client' (KYC) procedure will be carried out when a customer makes a deposit into their customer account.
- 6.2. Upon making a withdrawal request you may also be required to send in valid identification documents proving your age and address.
- 6.3. Upon such request, the withdrawal will not be processed for payment until the company has received all requested identification documents. Acceptable identification documentation includes, but is not limited to:
 - Color copy of a valid government-issued photo ID (e.g. passport, driving license or ID card).
 - Color copy of a utility bill (e.g. water, electricity, or gas) or bank statement. This document should contain your name, address, and date of issue (must be no older than 3 months) clearly visible.
 - Color copy of the front side of the credit/debit card used for the account deposit. Please make sure the first 6 and last 4 digits of the bank card number are clearly visible, along with the name and date of expiry. For your own security, please hide the middle digits.

- Color copy of the back side of the credit/debit card used for the account deposit. Please make sure to sign the back of the credit card on the appointed signature strip. For your own security, please hide the CVV code (the 3-digit security code).
- A signed copy of the Declaration of Deposit (DOD)

7. VERIFICATION OF BANK DETAILS

If you use a credit/debit card and/or a financial/bank account for transactions to the company, the account/card holder's name MUST be the same as the name you used when registering an account with the company. Should the name you registered on with the company and the name that appears on your credit/debit card and/or financial/bank account differ in any way, your account will be immediately suspended. Should your account be suspended, we recommend that you contact Customer Service for details regarding our verification process.

8. INTERNET AND ELECTRONIC TRADING

- 8.1. The Client acknowledges the electronic nature of the Services and the inherent risk that communications by electronic means may not reach their intended destination or may do so much later than intended for reasons outside the Company's control.
- 8.2. Since the Company does not control signal power, its reception or routing via Internet or any other means of electronic communication, configuration of Client's equipment or reliability of its connection, the Company shall not be liable for any claims, losses, damages, costs or expenses, including attorneys' fees, caused directly or indirectly, by any breakdown or failure of any transmission or communication system or computer facility belonging to the Company.
- 8.3. The Client is obliged to keep all login information secret and ensure that third parties do not obtain access to the trading facilities. The Client will be held responsible for transactions executed by means of the Client's password even if such transactions were not executed by the Client.
- 8.4. Unless otherwise indicated or agreed any prices shown on the Company's Trading Platform are indicative at the time shown based on data that is subject to constant change. The execution price is that which is confirmed to the Client on the Trade Confirmation issued (whether on screen or otherwise) after the Client order is executed, although this price may in certain cases differ from the price appearing on the screen at the time the order was placed. In the event that an erroneous price is used as the basis of any transaction the Company reserves the right to amend or revoke the details of the transaction(s) in question.
- 8.5. The limit order functionality of the Trading Platform will be subject to the Internet service remaining available over the period in which the limit order is outstanding, and will be subject to size limits input by the Company's dealer(s) remaining in excess of the Clients order size and such dealer's position limits and/or any other limits determined by the Company to be

applicable to the Client (whether or not disclosed to the Client) still being able to facilitate the order at the time the limit price is reached.

- 8.6. The identification or use of any third-party products, services or websites is not an endorsement by the Company of such services, products or websites. The Company accepts no responsibility or liability of any kind in respect of any materials on any website which is not under the Company's direct control.

9. ARBITRAGE

- 9.1. Internet, connectivity delays, and price feed errors sometimes create a situation where the price displayed on the Trading Platform does not accurately reflect the market rates. The concept of arbitrage and or taking advantage of these internet delays cannot exist in an OTC market where the Client is buying or selling directly from the principal. The Company does not permit the practice of arbitrage on the Trading Platform. Transactions that rely on price latency arbitrage opportunities may be revoked, without prior notice. The Company reserves the right to make the necessary corrections and/or cancel the entire profit derived from such unethical trading and/or terminating business relationship with Account involved, without prior notice. Accounts that rely on arbitrage strategies may at the Company's sole discretion be subject to the Company's intervention and the Company's approval of any Orders. Any dispute arising from such quoting or execution errors will be resolved by the Company in their sole and absolute discretion.
- 9.2. The Company shall have no obligation to contact the Client to advise upon appropriate action in light of changes in market conditions or otherwise.
- 9.3. The Client agrees to indemnify and hold the Company, its affiliates and any of their directors, officers, employees and agents harmless from and against any and all liabilities, losses, damages, costs and expenses, including legal fees incurred in connection with the provision of the services under these Terms provided that any such liabilities, losses, damages, costs and expenses have not arisen for the Company's gross negligence, fraud or wilful default.

10. PROHIBITED TRADING

- 10.1. The Customer agrees and acknowledges that the service provided by the company strictly prohibits unethical trading techniques such as, but not limited to, Arbitrage, Scalping, Picking/Sniping, Bonus abuse, Swap abuse, coordinated trading or hedging by multiple clients trading within the company or its competitor broker etc.
- 10.2. In the event of the Customer employing such techniques, the Customer agrees and acknowledges that the company may at its own sole discretion take one or more, or any portion of, the following actions: (i) close the Customer's account; (ii) suspend the Customer's account for an indefinite period of time; (iii) carry out an investigation on the Customer's account; (iv) cancel all profits generated from prohibited trading technique and/or in its

entirety by the trader involved (v) charge a penalty fee to the Customer in the same or greater amount of money that resulted from the Customer using such techniques.

10.3. The Client shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that the Company has applied to the Platform.

10.4. **It is absolutely prohibited to take any of the following actions:**

- (a) use any software, which applies artificial intelligence analysis to the Company's system and Trading Platform;
- (b) intercept or monitor, damage or modify any communication which is not intended for him;
- (c) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble the Trading Platform or the communication system or any system of the Company;
- (d) send any unsolicited commercial communication not permitted by Applicable Law

11. UNTRUE TRADES

11.1. The Company shall have the right to annul and/or reverse any trades which are deemed untrue or opened at a fictitious price not existing on the market at the time of opening. Such cases include but are not limited to trades based on a non-market Quotation or based on latency trading (such as old prices).

12. NO OFFER OR ADVICE

12.1. All the information provided, in particular, the opinions, mathematical results and technical analyses published on the website, transmitted to you or obtained via the selection and decision-making tools proposed by the Company, is provided for information purposes only and should in no event be construed as an offer, a piece of advice or a recommendation to buy or sell a particular security or to engage in any transaction whatsoever; nor should the information provided be construed as advice of any other type, for example of a fiscal or legal nature.

12.2. All of the investment decisions you make shall be based exclusively on your own assessment of your financial situation and your investment goals, as well as on your own personal interpretation of the information available, in particular the opinions, mathematical results and technical analyses published on the website, transmitted to you or obtained via the selection and decision-making tools proposed by The Company. You are solely responsible for such decisions.

12.3. Investments in securities featured on the website are subject to certain risks. The price of securities may go down as well as up. Fluctuations in foreign exchange rates can also alter the value of securities. The future performance of a security cannot be guaranteed by past

performance. It is therefore possible that you do not get back the amount you invest. We strongly recommend that you seek professional advice before making investment decisions.

13. SWAP-FREE TRADING ACCOUNTS AND ISLAMIC ACCOUNTS

- 13.1. Company allows Islamic clients to keep trade open for 15 calendar days. Company reserves the right to perform one or all of the following actions without prior notice (a) close trades which will continue to be open beyond 15 calendar days (b) retroactively charge Islamic Admin Fees (c) Stop offering Islamic account services for existing or new clients (d) any other actions deemed necessary.
- 13.2. The Client shall be checking the Company's website, including the Spreads and Conditions Schedule and rollover policy, in order to be up to date with the swap-free specifications of any trading account and trading instrument offered by the Company.

14. DORMANT ACCOUNT FEES

- 14.1. **Dormant account is defined as trading account in which none of the below listed activity were performed for a period of 2 months:**
 - (a) Open Trade and/or Close Trade and/or had opened trade before 2 months which still continues to be open.
 - (b) Deposits and/or withdrawals of funds

*Pending orders that are not executed are not considered as an activity.

Administration Fees on Dormant Accounts

- The Company reserves the right to charge a fixed administration Fee on Dormant Accounts of 100 USD/GBP/EUR (depending on account currency) or full account balance in case the balance is less than 100, after 2 months of no activity and then onwards every month.
- Where the Client has more than one (1) Trading Account and all of such Trading Accounts are considered as Dormant Accounts, Inactivity Fee will be charged separately for each Account.
- In any instance where a customer's account remains inactive for a period of 12 consecutive months, the company reserves the right to make the account balance zero and close the account upon providing the customer with a written notice, five days ahead of the account's closure. The company may at any time limit or cease any or all access to trading activities on the company's website without the requirement to provide notice in advance. Should any such restrictions or withdrawals be implemented, the company will not be held liable or responsible for any costs, damages or negative consequences that may arise for its customers.

15. CHARGEBACK / DISPUTE FEES

15.1. The company reserves the right to charge an administrative fee of the total Chargeback amount made by the individual, that may be levied by any institution.

16. NO TRADE FEES

16.1. The company reserves the right to charge USD50 towards 'No Trade Fees', in addition to withdrawal fees, for clients who request withdrawal of deposited amount without trading.

17. DEFAULT

17.1. The Company reserves the right to retain, or make deductions from, any amounts which the Company owes, or is holding for the Client, if any amounts are due from the Client to the Company.

17.2. The Client hereby authorizes the Company, at the Company's discretion, at any time and without notice or liability to the Client, to sell, apply, set-off and/or charge in any manner any or all of the Client's assets and/or the proceeds from such assets which the Company has custody or control, in order to discharge all or any of the Client's obligations to the Company.

17.3. **Each and any of the following events shall constitute an event of Default if:**

- (a) The Client fails to make any payment or fails to do any other act or thing required by these Terms;
- (b) The Client dies or becomes of unsound mind or is declared absent.
- (c) An application is made in respect of the Client for an interim order or if a bankruptcy petition is presented in respect of the Client or, if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed;
- (d) A petition is presented for the winding-up or administration of the Client;
- (e) An order is made or a resolution is passed for the winding-up or administration of the Client (other than for the purposes of amalgamation or reconstruction with the prior written approval of the Company);
- (f) Any distress, execution or other process is levied against any property of the Client and is not removed, discharged or paid;
- (g) Any security created by any mortgage or charge becomes enforceable against the Client and the mortgagee or chargee takes steps to enforce the security or charge;
- (h) Any indebtedness of the Client or any of its subsidiaries becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of default of the Client (or any of its subsidiaries) or the Client (or any of its subsidiaries) fails to discharge any indebtedness on its due date;
- (i) The Client fails to fully comply with any obligations within the text of these Terms or any Contract including failure to meet margin requirements;
- (j) Any of the representations or warranties given by the Client are, or become, untrue;

- (k) The Company or the Client is requested to close out a Contract (or any part of a Contract) by any regulatory agency or authority; or
- (l) The Company is obliged to so by operation of law.
- (m) The Company reasonably considers it necessary for its own protection.
- (n) There is reasonable suspicion that the Client involves the Company in any type of fraud or illegality.
- (o) The Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities.

17.4. Upon the existence of an Event of Default, the Company shall at its discretion be entitled to take any of the following actions:

- (a) sell or charge in any way any or all of the Client's Security, assets and property which may from time to time be in the possession or control of the Company or call on any guarantee;
- (b) purchase any Security, investment or other property where this is, or is in the reasonable opinion of the Company likely to be, necessary in order for the Company to fulfill its obligations under any Contract; in this case the Client shall reimburse the Company, the full amount of the purchase price plus any associated costs and expenses;
- (c) deliver any Security investment or property to any third party, or otherwise take any action the Company considers being desirable in order to close out any Contract;
- (d) require the Client to immediately close out and settle a Contract in such manner as the Company may in its absolute discretion request;
- (e) enter into any foreign exchange transaction, at such rates and times as the Company may determine, in order to meet obligations incurred under a Contract; and
- (f) invoice back all or part of any assets standing to the debit or credit of any Account (this involves commuting Company's or the Client's obligation to deliver an asset into an obligation to pay an amount equal to the market value of the asset (determined by the Company in its absolute discretion) on the date invoicing back takes place).
- (g) terminate this Agreement without notice;
- (h) debit the Account(s) for the amounts which are due to the Company
- (i) close any or all of the Accounts held with the Company;
- (j) combine Client Accounts, consolidate the Balances in such Client Accounts and to set off those Balances
- (k) refuse to open new Accounts for the Client

17.5. The Client hereby authorizes the Company to take all or any measures described in this Clause without notice to the Client and acknowledges that the Company shall not be responsible for any consequences of it taking any such steps, unless the Company has exercised gross negligence in connection herewith. The Client shall execute such documents and take such other action as the Company may request in order to protect the rights of the Company in accordance with these Terms or within the scope of any agreements between the Client and the Company.

17.6. If the Company exercises its rights to sell any Securities or property of the Client under this Clause, it will affect such sale, without notice or liability to the Client, on behalf of the Client and apply the proceeds of sale in or towards discharge of any or all of the Client's obligations to the Company.

17.7. Without prejudice to the Company's other rights, the Company may, at any time and without notice, combine or consolidate all or any of the Accounts maintained by the Client with the Company and off-set any amounts owed to or by the Company in such manner as the Company may determine.

18. ADVERTISING

18.1. **When the Company is using or advertising or posting on its website or platform or otherwise to any third party's services, products or websites:**

- (a) the Company will not be responsible for any such services, products or website material that is not under its control;
- (b) the Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of any related information or as to the tax or legal consequences of any related Transaction;
- (c) such is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
- (d) if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons;
- (e) the Client accepts that prior to dispatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other Clients."

19. REFUND AND CANCELLATION

19.1. **The Company reserves the right to cancel a client's request for withdrawal due to any of the following reasons:**

- (a) when the Client has been asked to provide the company with updated Banking account details and/or statement within 3 (three) calendar days, if deemed necessary, and/or has suspicious transactions in relation to money laundering activities.
- (b) when the Client has not provided full and/or correct withdrawal information while submitting his withdrawal request, the Company shall inform the Client that the reason for the cancellation is due to failure on his behalf to provide full and/or correct withdrawal information to the Company. The Company will ask the Client to resubmit his withdrawal request if he provides full and/or correct withdrawal information.
- (c) if the Client submitted incorrect date of birth during the withdrawal request, the Company shall inform the Client of the reason for the cancellation and request from the Client to resubmit his withdrawal request.

- (d) If the Client has selected incorrect withdrawal method, the Company shall inform the Client that the reason for the cancellation is the selection of incorrect withdrawal method. The Company will ask the Client to resubmit his withdrawal request using the correct withdrawal method.
 - (e) Funds cannot be refunded to an expired credit/debit card.
 - (f) In case a card that the Client used to deposit funds with the Company is cancelled/lost/stolen/ re-placed/do not support the foreign remittance refunds, the Client must inform the Company prior to submitting withdrawal request and provide official letter from the Client's bank stating the same. It should be noted that all refunds are final and cannot be reverted.
- 19.2. In order for the Company to quote prices with the swiftness normally associated with speculative trading, the Company may have to rely on available price or available information that may later prove to be faulty due to specific market circumstances, for instance, but not limited to, lack of liquidity in or suspension of an asset or errors in feeds from information providers or quotes from Counterparties. If so and if the Company has acted in good faith when providing the price to the Client, the Company may cancel the trade with the Client but shall do so within reasonable time and shall provide the Client with a full explanation for the reason for such cancellation.
- 19.3. Cancellation of trades and/or Closure of positions: The Company might cancel the trade Order in circumstances where due to lack of liquidity in or suspension of an asset or errors in feeds from Price Providers or quotes from Counterparties have proved to be faulty. The Company shall provide within a reasonable time a full explanation of the reason for the cancellation of a trade. The Company may delete any 'Pending Orders' which are older than 1 (one) month or in case when the trading account balance is zero. The Company might close, revoke, correct and/or adjust any trades in circumstances where the Client is involved with arbitrage and/or prohibited trading techniques. The Company might close any trades which are deemed untrue or opened at a fictitious price not existing on the market at the time of opening i.e. trades opened at old prices. (More details on the circumstances when the Company might cancel any trades or close any positions can be found on the Company's Terms of Business document available via the Company's website under section 'Legal Documentation').

20. TERMINATION OF AGREEMENT

- 20.1. The Company may terminate this Agreement at any time by giving you notice to this effect.
- 20.2. You may terminate this Agreement at any time by giving the Company a 14 (fourteen) days advance notice.
- 20.3. Termination of the Agreement by any of the Parties shall require you to close all open positions by executing the required transactions.
- 20.4. As from the date of your given termination notice, you may not execute any new Transactions, which shall open new positions in the trading account.
- 20.5. Should the company suspect that any kind of fraudulent activity is taking place, or that the system or any of its technology or flaws therein are being wrongfully exploited, an

investigation will be launched with its completion expected within a 45-day period. Client accounts and privileges may be suspended during this time, while those found to have committed any fraudulent or illegitimate activities will be banned from the company for life and reported to the relevant authorities.

20.6. The company reserves the right to sublicense, transfer, grant or assign its rights both in full and in part to third parties at any time and for any purposes. The client however has no such entitlement and must not carry out any of the above-mentioned activities under any circumstances.