



## **Knightsbridge Trading Client Agreement**

### **CLIENT AGREEMENT**

#### **• INTRODUCTION**

1.1 The present Client agreement (hereinafter "Agreement") is concluded by and between the Company Knightsbridge. CO. LTD ("Company") registered at the address \_\_\_\_\_ the Client (Client), collectively referred to as "Parties".

1.2 Subject of this agreement is the establishment of a legal relationship between the Client and the Company in course of the execution by the Client of commercial transactions in the over-the-counter markets through the trading platform, provided by the Company, the order of provision of these services by the Company, as well as rights and obligations of the Parties of the present agreement that arise in relation to the provision of the above services.

1.3 The Client hereby confirms that he has become acquainted with the terms of this Agreement and its annexes, fully understands and accepts them.

1.4 This Agreement shall come into effect at the moment of its acceptance by the Client.

#### **• CUSTOMER REGISTRATION PROCEDURE**

2.1 The Client needs to pass a registration procedure on the Company's official website, which includes filling out a client survey, providing the necessary documents for the verification procedure established by the Company, and according to the anti-money laundering policy and terrorism financing.

2.2 The Client is responsible for providing complete, reliable, valid and update information.

2.3 The Company reserves the right to refuse to open and/or maintain the Client's trading account at any time, including if the Company has a reason to believe that the Client has provided false information to the Company.

2.4. When opening a trading account of the Client, he is assigned an individual number, and an access password is fixed on the trading account. These data are confidential, and the Client is responsible for their non-disclosure to third parties.

2.5. In case if the Client designates a Co-beneficiary, the Co-beneficiary shall provide to the Company the required information, in accordance with the clause 2.1. of this Agreement.

2.6. All the Co-beneficiaries of the trading account will be jointly responsible for their trading account with the Company.

2.7. All the Co-beneficiaries form the notion of the Client and, therefore, the notifications, sent to one Co-beneficiary, are considered as notifications, sent to all the Co-beneficiaries of the trading account same as orders, given by one Co-beneficiary, are considered as the legitimate orders of the Client.

2.8. The Company reserves the right to request an approbation of an order and/or instruction by all the Co-beneficiaries of the joint trading account.



2.9. In case of death or disability of the Client of the operating account, the Company reserves the right to accept instructions of the surviving Co-beneficiaries. All the rights and responsibilities of the Clients regarding the Company go over to the surviving Co-beneficiaries.

● **PLACING AND EXECUTION OF ORDERS**

3.1 The client can place an order through the client's terminal, as well as give a voice order to the Company's employee by phone. If the order is placed by voice, the Company's employee will ask you some certain secret information in order to identify the Client.

3.2 The Client hereby confirms that the quotes of financial instruments provided by the Company are the only ones that are true when the Client performs trading operations with the Company and, therefore, quotes of other companies or sources are not grounds for claims against the Company.

3.3 The Company reserves the right to review the results of the Client's orders if the Company reasonably believes that the orders were placed and/or executed with violations, including if these trades were executed on non-market quotes, in case of a software failure, if these transactions were executed violating the terms of this Agreement and its annexes.

3.4. The Company reserves the right to close one or all of the Client's positions in case if the Client violates the terms of this Agreement and its annexes.

3.5 The Company has the right to reject the Client's order if the order was received before the first quote when the market was opened, in abnormal market conditions, if the order was received on a non-market quote, if the free margin is insufficient to open an order, upon the breach of the norms and provisions of this Agreement established by the Company and its annexes.

3.6 The Client is responsible for all the trading operations on his trading account and its results.

3.7 You can find the information about current swaps in the Client's terminal. The Company reserves the right to change the swap values without prior notice to the Client, depending on the market conditions.

3.8 A rollover is charged for moving the open position to the next day.

3.9 The orders for positions opening are market orders Buy, Sell and pending orders Buy Limit, Buy Stop, Sell Limit, Sell Stop.

3.10 The opening of a buy order (long position) occurs at Ask price, the opening of a sell order (short position) occurs at the Bid price.

3.11 When opening a position, the Client is obliged to deposit a margin, the amount of which depends on the leverage, financial instrument and order volume. In case if the margin on the account is insufficient, the position will not be opened.

3.12 The execution of the client's order occurs at the current price at the time of its processing, when the order is executed, slippage is possible, at which the order can be executed at the price closest to the one specified in the order.

3.13 The client can modify or delete a pending order that has not been sent for execution.



3.14 The Client understands that in order to prevent a forced position closing, it's necessary to fulfill a condition of the margin level maintenance of the open position in accordance with the trading conditions on the Company's official website.

3.15 The Company has the right to apply new margin requirements in relation to national and international holidays, bank holidays and other similar situations.

3.16 The Client has the right to change the amount of the leverage for his trading account at his own discretion.

3.17 The Company reserves the right, at its discretion, to close the Customer's orders forcibly if the amount of margin funds on the Client's trading account has reached the Margin Call level.

3.18 Open positions will be forcibly closed without prior notification if the level of margin funds on the Client's trading account is less or equal to the value of Stop Out.

3.19 In order to reduce risks on the Client's trading account during unfavorable market conditions, for example during high volatility, the Company has the right, among other things, to:

3.19.1. Limit opening of orders;

3.19.2. Change the leverage / spreads / margin requirements.

- **INACTIVE ACCOUNT**

4.1 If on the Client's operating account operations has not been executing during 30 calendar days, the operating account is considered inactive, and a commission of \$ 25 for each period of 30 calendar days will be written off. This commission is charged only from accounts of the Clients, which balance is greater than zero.

- **DEPOSITS AND WITHDRAWAL**

5.1 The Client can deposit to his trading account through one of the ways offered by the Company on its official website at the appropriate time.

5.2. All deposits to the Client's trading account must be made from sources opened in the name of the Client. The company does not accept anonymous payments, as well as payments from third parties.

5.3 The Company has the right to request from the Client copies of documents confirming the identity and address of the Client's residence, the source of the funds origin and other necessary information, including notarized copies of the requested documents.

5.4 The Company has the right to recognize the Client's deposit transactions to his trading account as doubtful in the event, such as without limitation:

5.4.1 The Client's multiple deposits without trading operations;

5.4.2 The Client is suspected of money laundering;

5.4.3 Provision by the Client of forged documents or documents that are not valid at the time of dispatch;

5.4.4 Lack of communication with the Client on the contacts indicated while registration.



5.5 If the Company recognizes the Client's deposits doubtful, as described in the previous paragraph 5.4., The Company has the right:

5.5.1. To deny the execution of any operations/transactions on the trading account;

5.5.2. To terminate this Agreement unilaterally;

5.5.3. Take any other actions that the Company deems appropriate.

5.6 The Company shall not be liable for the terms of receipt of a bank transfer, as well as for the period of the funds transfer through electronic payment systems or bank cards. The Client fully understands and accepts the risks associated with the delay in the timing of receipt of funds on the Client's trading account.

5.7 In order to ensure fulfilment with terms of this Agreement, the Company reserves the right, at its sole discretion, to send the Client's funds stored on segregated bank accounts to the bank accounts of liquidity providers.

5.8 If the Client deposits to his trading account in a currency other than the currency of the trading account, the funds are credited taking into account the currency conversion.

5.9 The Company has the right to introduce restrictions on the minimum and maximum amounts of deposits to the Client's trading account, including a certain method of deposit.

5.10 The Client is obliged to inform the Company in case of delays of receipt of funds to the trading account / from the trading account.

5.11 In case if at the moment of processing by the Company of the Client's order for withdrawal of funds from a trading account, the requested amount exceeds the amount of free margin on the Client's trading account, such request for withdrawal of funds will be rejected.

5.12 The client has the right to cancel a request for withdrawal of funds if the Company has not processed the request yet.

5.13 Withdrawal of funds from the trading account shall be executed to sources of deposit that belong to the Client, in proportion to the amount of deposits.

5.14 Withdrawal of the amount exceeding the total amount of the deposit shall be made to the foreign currency account that belong to the Client.

5.15 If the Client requests withdrawal of funds in a manner that is not available at the relevant time, the Company has the right to offer an alternative way of withdrawing of the Client's funds. The Client hereby confirms that the Company is not responsible for any inconvenience and/or damage.

5.16 If the currency of the withdrawal of funds from the Client's account differs from the account currency of the withdrawal method, the withdrawal is executed taking into account the currency conversion.

5.17 The Company reserves the right to introduce restrictions on the minimum and maximum amount of withdrawal of funds from the Client's trading account for a particular withdrawal method.



5.18 All the expenses associated with the withdrawal of funds from the Client's trading account regardless the method of payment, are incurred by the Client.

5.19 The Client is totally responsible for reliability of data, indicated in the request for withdrawal of funds from the Client's trading account.

5.20 The Company reserves the right to reject the request of withdrawal, as a whole or partially, if:

5.20.1 The Client's request does not contain all the necessary information;

5.20.2 The Client has requested a withdrawal to the account that was not used for deposit to the account and/or an account that does not belong to the Client;

5.20.3 This trading account does not belong to the Client;

5.20.4 At the moment of payment, the Client's account balance is lower than the amount indicated in the request for withdrawal, including all the commissions.

5.20.5 In case of force majeure;

5.20.6 The Company reasonably considers that the funds can be necessary for the fulfillment of the margin requirements.

5.20.7 Free margin is not sufficient for the fulfillment of the relevant withdrawal.

5.20.8 The Client has not fulfilled his obligations towards the Company.

5.21 The Client has the right to execute internal transfers of the available amount between his trading accounts. If there are opened positions on the Client's trading account, the Company has the right to require closing such positions before the execution of funds transfer between the trading accounts has been processed. The responsibility for the results of such actions lies with the Client only.

5.22 The Client does not have the right to transfer funds to the accounts of third parties of the Company.

- **FORCE MAJEURE**

6.1 Force majeure is a circumstance of insuperable force, which does not depend on the will of the parties of the present Agreement, it is out of their control and influence the fulfilment of this Agreement.

- **Force majeure is the following events, not limited to:**

6.2.1 strikes, labour disputes, lockouts, abnormal working conditions and Government restrictions, decisions of the authorities, etc.;

6.2.2 wars, military operations, threat of war, emergency cases, civil disorder, acts of terrorism, other disasters and crisis (political and economic nature), which, according to the Company, affect the normal functioning of the market;



6.2.3 acts of God and natural calamities, like tsunamis, earthquakes, hurricanes, floods, destructive fires, epidemics, etc. that make impossible the provision of services by the Company;

6.2.4 destabilization of the market, abnormal market conditions, suspension of the negotiations, liquidation or closure of any market, introduction of restrictions, abnormal trading conditions, etc.;

6.2.5 Failure or malfunction of networks and/or communication lines, which occurred not because of bad faith or malicious intent of the Company.

6.2.6 Financial insolvency of the liquidity provider, financial institution, intermediary agent, executive of the Company, stock, clearing house, etc., that prevent the Company to execute its functions.

6.3 The parties are not liable for failure to perform or improper performance of obligations under this Agreement.

6.4 In case of force majeure circumstances, the Company reserves the right without prior notification:

6.4.1 Change trading and non-trading conditions and requirements.

6.4.2 Close any or all of the Client's open positions at a price that is fair in the opinion of the Company and based on the current market situation.

6.4.3 Suspend and/or change one or various clauses of this Agreement until the termination of force majeure circumstances.

6.4.4 suspend the Platform;

6.4.5 reject new orders of the Client;

6.4.6 increase spreads;

6.4.7 change leverage;

6.4.8 take any action or refuse to take any action, if the Company considers it appropriate.

6.5 The Company is not responsible for any damage arising due to the failure to fulfill with obligations under this Agreement in the situation of force majeure.

● **DISPUTE SETTLEMENT PROCEDURE**

7.1 All disputes and claims between the Parties shall be settled by negotiation.

7.2 In exceptional cases, the Company has the right to demand from the Client an application specifying the claim on the disputed situation in writing. The dispatch method is decided on an individual basis.

7.3 In order to resolve disputes, the Client must send an e-mail to the Company's address indicated on the Company's official website or contact the Customer Support Service by phone number indicated on the Company's official website.



7.4. The company is obliged to consider the complaints in the shortest reasonable time.

7.5. The Company has the right to request any additional information and/or documents of the Client.

7.6 The Company has the right to refuse a consideration of the claim if such claim contains obscene language and/or contains insults or threats against the Company and/or its employees.

7.7 In case of a positive resolution of the disputed situation towards the Client, the Company executes the decision on the disputable situation in the shortest possible time.

7.8 The Company does not compensate for moral damage and does not accept for consideration claims for lost profit.

7.9. In case if the parties have not settled the dispute through peaceful negotiations, the dispute will be resolved according to the legislation of Marshall Islands.

● **APPLICABLE LEGISLATION AND JUISDICTION**

8.1 Applicable legislation is the legislation of Marshall Islands.

8.2 The judicial authorities of the State of Marshall Islands shall have the right of exclusive jurisdiction in the context of his Agreement.

8.3 The Client is responsible for the execution of operations that are illegal in its jurisdiction.

● **LIABILITY RESTRICTION**

9.1 The Company exclusively executes the Client's trading orders. The Company, in its discretion, may provide information, recommendations, news, comments on the market and/or research results to the Client (via the website, in e-mails or in any other way), the Company is not liable for any losses, costs, expenses or damages incurred by the Client as a result of inaccuracy or error of the information provided.

9.2 The Company shall not be liable to the Client for direct or indirect losses, damages, lost profits, lost opportunities (including opportunities that may arise as a result of market movements), as well as expenses that the Client may incur in the course of validity period or as a result of the Agreement execution.

9.3 The Client, at his own discretion, can use any information and recommendations regarding trading operations. The Client is solely responsible for any financial losses that may occur due to the usage of this information and/or recommendations.

9.4 The Company has the right to modify, shorten, add or rename the Company's services.

● **DECLARATIONS OF THE CLIENT**

10.1 The Client hereby declares that the information provided by the Client to the Company is complete, update and reliable. Responsibility for providing incomplete, irrelevant and unreliable information lies entirely with the Client.

10.1.2 The Client is 18 years old (or is of legal age), is of sound mind, and is able to make independent decisions.

10.1.3 The Client uses the intellectual property of the Company only for the provided purposes.

10.1.4 The Client acts as principal and not as an agent, representative, or confidant, unless the Client and the Company have agreed otherwise in writing, and the Client has provided all the documents required by the Company. The Client may act on behalf of a third party only if the Company gives its consent in writing and all documents required by the Company in this case were provided to the Company.

10.1.5 The Client does not use the funds obtained as a result of his criminal activity of financing terrorism for trading.

10.1.6 The Client is not a politically exposed person, meaning:

- Head of State, head of Government, Minister, Vice Minister; Member of Parliament; Member of Supreme Courts, Constitutional Courts or other judicial bodies of high level; Member of Court of Auditors or of the boards of Central Banks; Ambassador, Responsible for business, or high official of the Armed Forces; Member of administration, management or supervisors bodies of public firms, as well as to be immediate family members of the persons listed in this paragraph, as follows: spouse; partner, equated to spouse by national legislation; children and their spouses or partners; parents. However, it means that any of the categories set out in the above shall not include intermediate or lower level officials. In case if the person has stopped taking a prominent public post for a period of at least one (1) year, this person is not considered a person politically exposed according to the same definition.
- An individual who is a joint beneficiary part of legal persons, or which is in any close business relationship with the person specified in this paragraph. The Client will have to notify the Company in case if within the period of valid legal relationship of the Client with the Company, he fills a post considered politically exposed according to mentioned above in the present clause.

10.1.7 The Client is aware and completely understands risks related to margin operations.

10.1.8 The client has regular access to Internet and agrees to receive any information about the Company through a website or by e-mail.

10.1.9 The client is obliged to take necessary measures in order to protect the system against viruses and other malicious materials, which could damage the platform, the web site or the Company in general, and not to perform any actions aimed at the violation of the integrity of the Company's computer system, the platform, the web site or the Company in general.

10.1.10 Perform any activity to break the integrity of the Company's computer system or the platform.

10.1.11 The Client may not hide or delete the notices of copyright, registered trademarks or any other notices or symbols of the objects of intellectual property of the Company, its web site or platform, and not to change, publish, transfer to third parties, distribute or reproduce the information, provided by the Company, as a whole or in part, without the written consent of the Company.

- **BROKER OF INTRODUCTION**

- The Company does not take the responsibility for work and/or declarations of the Broker of introduction; and the Company is not bound by the agreements signed between the Client and the Broker of introduction.
- The legal relationship between the Client and the Broker of introduction can involve additional expenses whereof the Client should be informed properly.

- **NON-FULFILMENT OF THE OBLIGATIONS**



12.1 The Client fails to fulfil his obligations in following cases:

12.1.1 The Client denies fulfilling any obligations towards the Company;

12.1.2 The Client does not pay the amount owed to the Company;

12.1.3 Death of the Client, disappearance of the Client, or a mental disorder (if the Client is a natural person).

12.1.4 Requirement of the court or competent authority to apply to the Client the measures, requirement of Marshall Islands legislation or any other jurisdiction

12.1.5 The Client uses the abusive trading methods, among others:

- 'Scalping' that is a closed operation within the period less or equal to 120 seconds from the moment of its opening;
- 'Pip-hunting' that is a closed operation in order to obtain benefits that equal to 1 'pip' or mark.

12.2. If the events described in the previous clause of this agreement take place, the Company has a right to take one or more of the following measures:

12.2.1 Terminate the present Agreement on a unilateral basis and without previous notice to the Client.

12.2.2 Close open position (positions);

12.2.3 Restrict an access to the platform;

12.2.4 Suspend or prohibit any activity in the platform;

12.2.5 Reject or suspend an order (orders);

12.2.6 Cancel the profit acquired by any of the exceptions set out in the clause 10.1. or due to the use of artificial intelligence on the Client's operating account;

12.2.7 Bring actions for the recovery of damages caused to the Company.

#### • **TERMINATION OF THE AGREEMENT**

13.1 In order to terminate this Agreement, one of the parties must deliver to another party a notice in writing fifteen (15) days prior to its termination; after that the Agreement will be terminated and all the fees, costs and expenses to be paid by the Client to the Company, according to this Agreement or due to its termination, shall be paid immediately.

- - The termination of this Agreement shall not affect the rights and liabilities arising from this Agreement and the operations carried out according to this Agreement.
  - Before the termination of this Agreement:
    - the Client should close open positions in his operating account, otherwise, the Company has the right to close all open positions on the Client's trading account in its absolute discretion;
    - the Company has a right to cancel or restrict Client's access to the platform;
    - the Company has a right to reject new orders of the Client;
    - The Company has a right to reject Client's requests about withdrawal of funds and hold the Client's funds from his Trading Account if necessary, in order to



close open positions of the Client and/or in case if the Client has to make payments according to the present Agreement.

- **LANGUAGE**

14.1 The official language of the Company is English. In case of divergence of interpretation of the present Agreement, English text will prevail.

14.2 The information provided in languages other than English is provided for information purposes only, and the Company is not responsible for the accuracy of such information.

14.3 The Company can provide support and services of the Compliance department in local languages.