



PROFITTO

CLIENT AGREEMENT



1. INTRODUCTION

- 1.1. Profitto Ltd (the “Company”) is incorporated in the Republic of St. Vincent and the Grenadines with registered Number 25659 BC 2019.
- 1.2. The Company is trading under the PROFITTO trade name and through the domain names <https://www.profittoLtd.com/>.

2. ACKNOWLEDGEMENTS

- 2.1 The Company shall not be contractually committed with any legal or/and natural person wishing to become Client of the Company until such time that the Company has confirmed to such person both that it has opened an Account on his behalf and that the Client has successfully initially funded such an Account.
- 2.2 These Business Terms (the “Agreement”), as amended from time to time and as they are published on the website of the Company, override any previous, current or future representation, expressed or implied, made or to be made by Company and/or any of its representatives, and shall be the only legally enforceable mean that defines the relationship between the Client and the Company.
- 2.3 The Client acknowledges that he has read, fully understood, and accepted the contents of this Agreement together with the Privacy Policy and Risks Disclosure statement and solely based on these contents he has willingly entered into a legally binding agreement with the Company. For all the information about the Company and its activities, including any other documentation referenced in this agreement, the Client should always refer to the legal documentation posted on the website of the Company.
- 2.4 The Client accepts and understands that it is the Client’s full responsibility to monitor for updates of the applicable Agreement in force as published on the website of the Company from time to time. Any viewer or user of the Company’s website, whether Client or not, accepts and understands that the continued viewing or use, of the website of the Company, or of any form of access through this website of information shown or of a service offered by the Company, constitutes knowledge and acceptance of the Agreement and all its contents.
- 2.5 The Client accepts and understands that the official language of the Company is the English language.

3. DEFINITIONS OF TERMS

- 3.1 The following terms shall have the following meanings:

“Account” shall mean the trading Account opened by the Client with the Company.

“Agreement” between the Client and the Company, shall mean the Business Terms and any additional documents expressed to be part of the Business Terms accepted by the Client.

“Authorized Person” shall mean a person authorized by the Client to give instructions for execution on the Client’s Account to the Company.

“Base Currency” shall mean the main currency of the Client’s Account. **“Business Day”** shall mean any banking day in the Republic of St. Vincent and the Grenadines.

“CFD” shall mean a Financial Contract for Difference on spot Forex, stocks, equity indexes, precious metals, virtual currency, or any other commodities available for trading.

“Client” shall mean any natural or legal person to whom the Company provides investment and/or ancillary services.

“Client Bank Account” shall mean any bank Account maintained by the Company, or other parties designated for this purpose by the Company, for the purpose of concentrating and holding the Client’s Money. Clients’ deposits and withdrawals should be only directed to/be processed from the Client Bank Account.

“Client Money” shall mean money that is paid into the Company, or into other parties designated for this purpose by the Company, and that is derived from calculations based on relevant activity and status. Client Money is held in a fiduciary capacity by the Company on behalf of the Client. As per the aforesaid, it is calculated, based on relevant activity and status, as money deposited by the Client in the Account, plus or minus any unrealized or realized profit or loss, plus or minus any amount that is payable by the Company to the Client and vice versa, and minus any amount committed/owed/lost to other third parties in the process of the Company’s offering of services to the client.

“Contract” shall mean a trade, purchase or sale of currencies or Financial Instruments in the market. **“Dormant”** shall mean a trader’s Account which had no Client-initiated activity for the past 180 days.

“Equity” shall mean the value of Financial Instruments in the trading Account plus the unrealized profits or minus the unrealized losses.

“Financial Instrument” shall mean any derivative contract dealing in an underlying asset, including Foreign Exchange and Contract for Difference.

“FX” or **“Forex”** shall mean non-physically deliverable Foreign Exchange, sale and purchase of currencies against each other.

“Hedged Margin” shall mean the necessary margin required by the Company so as to open and maintain Matched Positions.

“Inactive Account” shall mean a trader’s Account which had Client-Initiated activity and subsequently it remained inactive for a period of 90 days.

“Introducing Broker” or **“Business Introducer”** shall mean any financial institution or advisor or legal or natural person obtaining remuneration from the Company and/or Clients for introducing Clients/interested parties to the Company.

“Money Manager & Social Trading Manager” shall mean any financial institution or advisor or legal or natural person obtaining remuneration from the Company and/or Clients for

transmitting Client's orders to the Company for execution and/or acting otherwise on behalf of the Client in the business relationship with the Company.

"Leverage" shall mean the ratio in respect of Transaction size and initial Margin. 1:500 ratio means that to open a position, the initial Margin is five (5) hundred times less than the Transactions size.

"Margin" shall mean the necessary guaranteed funds requested to open a position. This is calculated as follows:

- The result is denominated in United States Dollars.

"Margin Call" shall mean the forced closing, at current prices, by the Company of Client's open positions when Equity falls below the minimum required Margin.

"Net Open Position" or **"NOP"** shall mean the difference between the total open volume of longs and total open volume of shorts of an instrument on a single trading Account.

"Negative Balance Protection" shall mean that in the unlikely event that any Clients' trading Account's balance falls below zero (0) to a negative amount, the Company will adjust the balance to zero (0), so guaranteeing that the Client cannot lose any more funds than was originally deposited to the Account.

"Power of Attorney" shall mean the power to authorize a third party to act on behalf of the Client in all the business relationships with the Company.

"Spread" shall mean the difference between the bid and the ask price of a Financial Instrument at the same moment.

"Stop Out" shall mean the situation when the Company execute the right to close all Client's open positions at current market price or the last available price and your equity divided by balance falls below the stop out level specified for your Account type.

"Trading Platform" shall mean any information software and hardware complex used by the Company for the purpose of providing services to the Client in accordance with this Agreement.

"Trading Terminal" shall mean the Client part of the Trading Platform, enabling the Client to communicate with the Company and/or Transmit orders to the Company.

"Transaction" shall mean any type of transaction performed in the Client's Account including but not limited to purchase and sale transactions involving Financial Instruments, deposits and withdrawals.

4. PROVISION OF SERVICES

- 4.1 The Company is authorized by St. Vincent and the Grenadines to provide investment services as a Principal Dealer in Securities. The Client confirms he understands and accepts that, when the Company is arranging to offer or perform any of its services to a client, may critically depend in doing so on other third parties involved in the relevant operation/dealings.

- 4.2 The Client confirms that, he understands and accepts all the risks resulting from the latter operation/ dealings with third parties, including but not limited to the risk of default of any such third party and any possible such consequences to the Client, Client Money, Client Personal Data, or any other form of Client interests whatsoever.
- 4.3 The Client confirms that, the Company is not responsible in any way whatsoever of any default of any such third party and of any resulting consequences (including loss) of such default on the Client, Client Money, Client Personal Data or any other form of Client interests whatsoever.
- 4.4 By agreeing to this present Agreement, the Client irrevocably accepts all risks of any default of any such third party and of any resulting consequences, as per the aforesaid.
- 4.5 You acknowledge that our services do not include the provision of Investment Advice. Any discussions that might be carried on between the Client and the Company's employees or any information provided by the Company will not give rise to any advisory relationship, nor do they constitute Company's recommendations to Clients.
- 4.6 Furthermore, any investment information or materials displayed on the website of the Company does not constitute investment advice and has no regard to specific investment objectives, financial situations or particular needs of the Client. The Client understands and acknowledges that this information is addressed to the public or broad group(s) of recipients, and is a product derived from third party information for the Client to read and use at her sole discretion. Therefore, the Client confirms and accepts that, the Company does not bear any responsibility for any Transactions carried out by the Client.
- 4.7 The Client understands and accepts that, he is solely responsible for any investment strategy, transaction, or investment the Client enters, and for any activities and/or outcomes occurring as a result of an authorized, by the Client, third party acting on behalf of the Client in any business relationship with the Company.
- 4.8 The Company may choose at its discretion to obtain information about your knowledge and experience in the investment field. We shall assume that information about your knowledge and experience is accurate and shall bear no responsibility of any relevant outcome if such information is inaccurate or there were changes without informing us.
- 4.9 The Company may offer the Client a free or paid subscription for receiving trading signals and/or copy trading services from various vendors, in which case the Client's contact details shall be automatically forwarded to these vendors unless otherwise instructed by the Client. Vendors shall only be forwarded the Client's telephone number for receiving trading alerts by phone and/or automatic signals or copy trades on the trading platform shall be enabled, therefore any signals received cannot constitute personal recommendations. Signals issued by the vendors shall be deemed to be market research only; not considering the suitability for each individual Client. By accepting to receive the vendors' services, the Client agrees and consents to the terms and conditions of the vendor as can be found on their respective website. It is understood and accepted that the Company shall bear absolutely no responsibility regardless of the circumstances for any such vendors' failings thereof and/or any losses that took place or might take place in the future because of using the mentioned services. By continuing to receive the services of these vendors you continue to agree to their terms and conditions. In case a client wants to opt-out of these services the Company must be informed in writing.

- 4.10 The Company may, from time to time in its absolute discretion, withdraw the whole or any part of its services on a temporary or permanent basis.

5. LEVERAGE

- 5.1 Leverage obtainable in FXs and CFDs trading means that a small deposit or down payment can lead to large losses as well as gains. It also means that a relatively small movement in the markets can result to a proportionately larger movement in the value of your investment and this can work against you as well as for you. FX and CFD Transactions have an inherent risk, and you should be aware of what the implications of this are.
- 5.2 Leverage restrictions may apply on certain products or jurisdictions as it is imposed by the relevant industry practices or regulatory requirements accordingly. In addition, it should be noted that the Company will continuously monitor the Leverage applied to Clients' positions and reserves the right to amend the Account's Leverage depending on the Clients' trade volume and trading patterns.
- 5.3 The Client thus accepts, acknowledges and understands that the automatic reduction of Leverage in her Account could result in the Account Equity falling below the updated Margin requirements, which could result in a Margin Call or Stop Out. The Client is therefore strongly advised to always maintain appropriate amount of Margin in his Account(s) in the event of an automatic reduction of the Account's Leverage.
- 5.4 The Company may also add to or change its Leverage Limitations at any time without prior notice to be given to Clients.

6. MARGIN REQUIREMENT

- 6.1 FXs and CFDs are margin products and the transactions related to them will be done on Margin. This means that the Client shall provide and maintain a specified initial Margin and/or Hedge Margin in such limits, on agreement, of the overall Contract value.
- 6.2 If the Account Equity falls below the Margin requirement, the Trading Platform will trigger an order to close all open positions. When positions have been over-leveraged or trading losses are incurred to the point that insufficient Equity exists to maintain the current open positions, a Margin Call will result, and open positions will need to be liquidated.
- 6.3 The Margin Call process is entirely electronic and there is no discretion applied from the Company as to the order in which open trades will be closed.
- 6.4 It is strongly advised that Clients always maintain the appropriate amount of Margin in their Accounts. Margin requirements may vary based on Account size, simultaneous open positions, trading style, market conditions and the discretion of the Company.
- 6.5 All other instruments, new positions can be opened if the margin requirement for the new positions is equal or less than the free margin of the Account. When hedging, margin requirement for the hedged position is equal to 50%. New hedged positions can be opened if the final margin requirements will be equal or less than the total equity of the Account.

- 6.6 The Company has the right to close at market prices and or limit the size of Client Open Positions and to refuse new Client Orders in any of the following cases:
- a. The Company considers that there are Abnormal Trading conditions.
 - b. The value of Client collateral falls below the minimum margin requirement.
 - c. At any time, Equity (current balance including open positions) is equal to or less than a specified percentage of the margin (collateral) needed to keep the open position.
 - d. The Company makes a Margin Call (including the situation where the Platform automatically notifies the Client) and the Client fails to meet it. The Execution Venue cannot execute the Order; for example, because it is unable to determine the market price of the Underlying Asset.
 - e. The system of the Company rejects the Order due to trading limits imposed on the Client Account.
 - f. When the Margin Level reaches 50% (ratio of equity to Margin in the Client Account), the Client positions will start closing automatically at market prices (Stop Out level of 50%) and the Company has the right to refuse a new Order.
- 6.7 The Company does not have an obligation to make Margin Calls to the Client (indulging the situation when the Platform automatically warns the Client that it reached a specific percentage of the Margin, set at 50%, in the Client Account). However, if the Company does make a Margin Call, then the Client should take any or all of the three options to deal with the situation:
- a. Limit his exposure (close trades); or
 - b. Hedge his positions (open counter positions to the ones he has right now) while re-evaluating the situation; or
 - c. Deposit more money in his Client Account.
- 6.8 The Client thus accepts, acknowledges and understands that:
- a. The Company does not check whether the Transactions of this nature are appropriate to his financial situation;
 - b. Before deciding to trade on Margin he should carefully consider his investment objectives, level of experience and risk appetite;
 - c. The Company sets freely the amount of Margin, the assets that may be used as collateral and the extent of any collateral such assets may provide;
 - d. All the Client's assets are therefore blocked and pledged in this connection;
 - e. The Company may also change its rates of initial Margin and/or notional trading requirements at any time without prior notice, which may result in a change to the Margin the Client is required to maintain;
 - f. Taking into consideration the low Margin normally demanded for these Transactions, price variations in the underlying asset may result in major losses, which could significantly exceed the investment and Margin deposit committed by the Client;
 - g. The Client may be required to provide a Margin at very short notice to avoid the risk of having his positions closed and realizing a total loss;
 - h. If the Client fails to comply with a request for additional funds within the time prescribed, the position(s) may be liquidated at a loss and the Client will be liable for any resulting deceit;
 - i. In certain cases, price changes may be so drastic that the Client's positions may be closed without any period allowed for him to restore his Margin;
 - j. The Company provides the Client with online access to enable the Client to monitor his Margin requirement at all times;

- k. The Company is not responsible to notify the Client when there is a Margin Call on his Account; and
 - l. The Margin Calls are made by the Company directly through the online Trading Platform only and the Client has the possibility to see on his Account the existing assets and Margins.
- 6.9 Unless a Force Majeure Event has occurred, the Company has the right to change the Margin requirements, by providing a post in the Website and/or Platform) and the Company has the right to apply new Margin requirements to the new positions.
- 6.10 The Company has the right to change Margin requirements without prior notice to the Client in the case of Force Majeure Event and especially when there are abnormal market conditions or unannounced margin requirement update by our Liquidity Provider. In this situation the Company has the right to apply new Margin requirements to the new positions and to the positions which are already open.
- 6.11 During the time period from 23:00 to 00:30 server time increased spreads and decreased liquidity can take place due to daily bank rollover. In case of inadequate liquidity/spreads during bank rollover, widened spreads and excessive slippage may occur. Also fully hedged Accounts might also experience stop-outs due to increase in spreads which leads equity to go below zero, and hence trigger a stop out.

7. RISK WARNING

- 7.1 The Client unreservedly accepts, acknowledges and understands that FXs and CFDs trading:
- a. is highly speculative;
 - b. carry a high level of financial risk, as they are subject to excessive price fluctuations which may cause substantial losses;
 - c. the losses may include all of the Client's investment and also any additional commissions and other expenses;
 - d. is only suitable for persons who are able to cope with the associated risks by bearing the financial losses; and
 - e. the Company does not guarantee the capital of the Client's Account or its value at any time or any money invested in any Financial Instrument.
- 7.2 When trading in FXs and CFDs, the Client is trading on the outcome of the price of an Underlying Asset and that trading does not occur on a regulated market but over the counter (OTC).
- 7.3 Since virtual currencies are trading on various exchanges worldwide (non-centralized), and since we derive our pricing from certain exchanges, our pricing might be significantly different than prices from other exchanges. You should understand the above, and maintain your Account balance, accordingly, knowing that our prices can be different from prices observed elsewhere.
- 7.4 The Company shall not be responsible for any loss arising from any investment based on any recommendation, forecast or other information provided. Any opinions, news, research, analyses, prices, or other information contained on this Website are provided as general market commentary, and do not constitute investment advice. The Company will not accept liability for any loss or damage, including without limitation to, any loss or profit, which may arise directly or indirectly from use of or reliance on such information.

- 7.5 The contents of any report provided should not be construed as an expressed or implied promise, as a guarantee or implication that Clients will profit from the strategies herein, or as a guarantee that losses in connection therewith can, or will be limited.

8. CLIENT'S ACCOUNT / KYC

- 8.1 The Client shall open an Account with the Company to be able to trade in FXs & CFDs offered by the Company.
- 8.2 The Client does not intend to use her Account for payment of transactions to third parties.
- 8.3 The Client understands that no physical delivery of a FX & CFD's underlying asset that he has traded through his Account shall occur. All FXs & CFD contracts can only be settled in cash. The prices of these instruments are derived from the underlying assets or currency pairs related to these FX & CFDs, but in no way you are acquiring any right for delivery of the underlying asset/currency. Moreover, engaging in trading FXs & CFDs with underlying asset a virtual currency pair, and due to high volatile nature of these pairs, you might be exposed to higher risks than trading the assets themselves or trading other FXs & CFDs with other underlying assets.
- 8.4 In order to open an Account, a client needs to fill out the Company online application form, which can be found in the Company's website. At the end of this form, the following documents must be uploaded:
- Identification document (Passport or ID card). For an identification document to be considered valid needs to CLEARLY INDICATE photograph, signature, personal details, issue and expiry dates, place and date of issue, and serial number; and
 - Proof of address (utility bill, current local authority tax bill, etc). For a proof of address to be considered valid, it needs to be dated within the last 6 months.
- 8.5 If the Client is unable to upload these documents, the documents can be sent via email following the submission of the online application form. In the event that the Client cannot send the necessary documents by email, the Company will accept them by fax or post, however, email still remains the preferred method. In certain circumstances the Company can accept a deposit in a total amount of 10.000 USD/EUR/GBP/SGD or 30.000 PLN while the Account is still pending. The Client has 21 calendar days to provide the required documents (referred in paragraph 8.4). If the above documentation is not provided in the said period the funds will be send back to the source of funding. The Client will not be able to enter into any transaction of trading nature and his MT4 will be placed in a read-only mode until his KYC documentation is provided to the Company and his trading Account is approved.
- 8.6 The Company offers its clients "negative balance protection" subjected to upon request. This means that traders cannot lose more than the overall size of their investment. In this respect, the Company will bear the costs associated with settling the negative Account balances to NIL. In the event of the Client has deposited to the Account before requesting "negative balance protection", the Company will be only bear to settling the Account based on last previous of negative value.
- 8.7 If the Client has opened more than one Account, the Company shall be authorized to consider and treat these different Accounts as a single unit. Among other rights that the Company has in

the way of handling these Accounts, is the transferring of funds between Accounts to cover possible negative balances, of any of these Accounts, without this affecting in any way the right of the Company to terminate the Account or close all Client's open positions.

- 8.8 Any funds received in a currency for which the Client does not hold a sub-Account shall be converted by the Company into the Client's Account Base Currency. The conversion will be made at the exchange rate prevailing on the day and at the time when the relevant funds are at the disposal of the back-office department of the Company. Upon request, the Client may open a sub-Account in any other of the Base Currencies offered by the Company.
- 8.9 The Company permits each Client to open to five (5) Accounts, to accommodate the Client's needs for the below possible scenarios:
- a. segregate different trading strategies;
 - b. use/benefit from different Account types offered by the Company; and
 - c. maintain Accounts in different Base Currencies.
- 8.10 Should a client wish to have more than five (5) Accounts with the Company, it is at the Company's discretion to allow for this, provided a valid and clear reason as to why more Accounts are needed is provided by the Client.
- 8.11 The Client confirms that, he understands and accepts that, the Company, when arranging to offer or perform any of its services to a client, may critically depend in doing so on other third parties involved in the relevant operation/dealings.
- 8.12 The Client accepts and irrevocably permits the Company to share any Client's Personal Data given to the Company (i.e., KYC / Know Your Client information, etc.) with other third parties involved in the relevant operation/dealings, as aforementioned, when and as deemed required by the Company and at the Company's full discretion. Further details of how we process personal data are specified in our Privacy Policy available on our website.

9. CLIENT'S CONSENTS

- 9.1 The Client confirms that is familiar with the way financial markets work and with the Transactions he wishes to undertake. Any decision to buy or sell should be taken by the Client alone and should be based on his own assessment of his financial situation and his investment objectives.
- 9.2 The Client is responsible to familiarize himself with the Trading Platform, its features and the orders that are capable of being carried out. The Client will himself monitor his positions on his Account and he is solely responsible for the current specifications in force relevant to his Account, including but not limited to leverage, margin, base currency, etc.
- 9.3 In the case of FXs & CFDs with underlying assets virtual currencies, due to leverage and volatility, your positions and Account status can change rapidly. It is always your responsibility that you monitor your Account, margin level and profit/loss, and act as needed to protect your equity.

10. INTEREST

- 10.1 The funds credited to the Client's Account with the Company shall not bear interest.
- 10.2 By accepting this Agreement the Client gives his expressed consent and waives any of his rights to receive any interest that might be earned on his funds held in the bank Accounts of the Company or of any other parties designated for this purpose by the Company.

11. FEES, COSTS AND CHARGES

- 11.1 The Client undertakes to pay the Company the commissions and fees stated on the website of the Company under the Trading Conditions. The commissions and fees might be different for the Client introduced by an Introducing Broker.
- 11.2 The Company is entitled to debit the Client's Account with any value added tax, or any other tax, contribution or charge which may be payable because of any Transaction which concerns the Client. These charges include, but are not limited to, settlement and exchange fees, regulatory levies or legal fees.
- 11.3 The Company is not responsible for paying Client's tax obligations in relation to possible income tax or similar taxes imposed on him by his jurisdiction on profits and/or for trading in Financial Instruments.
- 11.4 The Company is also entitled to debit the Client's Account for extraordinary expenses resulting from the Agreement between the Client and the Company. Examples of extraordinary expenses, include but is not limited to Transaction confirmations, Account statements in hardcopy in situations where the information provided electronically is not sufficient, courier and postal charges, dispatch of reminders in the case of nonexecution by the Client, charges in relation to requests from the authorities. These charges might be in the form of fixed amounts or in the form of hourly rates or a combination of both.
- 11.5 Fees might also be applicable for the withdrawals and the online card payment as stipulated on the respective pages of the Company's website.
- 11.6 The Company may change its commissions, spreads, and financing fees from time to time without providing prior notice to the Client. In addition, in cases that we suspect that our deposit and withdrawal fees policy is abused (in a way in which the funding of the Account is not intended for trading purposes or the client is trading below the trading norm which is periodically determined by the Company) by Clients, we have the right at our discretion, to claim retrospectively any fees not passed to the Client as of the time.

12. INTRODUCTION OF CLIENTS FROM INTRODUCING BROKER

- 12.1 The Client may have been recommended to the Company by an Introducing Broker.
- 12.2 The Company shall not be liable for any type of agreement that may exist between the Client and the Introducing Broker or for any additional costs that might result as an outcome of this agreement.

- 12.3 Based on a separate agreement between the Company and the Introducing Broker, the Company may pay a fee or a retrocession to the Introducing Broker as defined in Section “Inducements (payments to/ from third parties)” of this Agreement.
- 12.4 The Client acknowledges the fact that the Introducing Broker is not a representative of the Company nor he is authorized to provide any guarantees or any promises with respect to the Company or its services. Any acts, claims and representations made by the Introducing Broker, do not bind in any way the Company.

13. INDUCEMENTS (PAYMENTS TO/FROM THIRD PARTIES)

- 13.1 The Company, further to the fees and charges paid/provided to/by the Client or other person on behalf of the Client, as stated within this Agreement, may pay and/or receive fees/commission to/from third-parties, provided that these benefits are designed to enhance the quality of the offered service to the Client and not impair compliance with the Company’s duty to act in the best interests of the Client.
- 13.2 The Company may pay fee/commission to Introducing Brokers, referring agents, or other third parties based on a written agreement. This fee/commission is related to the frequency/volume of Transactions performed by the referred Client through the Company and/or other parameters. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commission or any other remuneration paid by the Company to Introducing Brokers, referring agents, or other third parties.
- 13.3 The Company may also receive fees/commission as well as other remuneration from third parties based on a written agreement. The Company receives fees/commission from the counterparties through which it executes Transactions. This fee/commission is related to the frequency/volume of Transactions executed through the counterparty and/or other parameters. The Company has the obligation and undertakes to disclose to the Client, upon his request, further details regarding the amount of fees/commission or any other remuneration received by the Company from third parties.

14. COMMUNICATION BETWEEN THE CLIENT AND THE COMPANY – CLIENT’S ORDERS

- 14.1 All notices and communications supplied by the Company in conformity with this Agreement, including Account statements and Transaction confirmations, may, at the Company’s discretion, be sent to the Client by e-mail or made available in the Client’s Account on the Trading Platform.
- 14.2 All notices/information provided by the Company or received from the Clients should be in English. Translation or information provided in languages other than English in our website is for informational purposes only and do not bind us or have any legal effect whatsoever; we have no responsibility or liability regarding the correctness of the information therein.
- 14.3 Such notices/communications shall be deemed to have been received by the Client and transmitted in the proper manner once the Company has placed them on the Platform or sent them by e-mail. The Company shall not be liable for any delay, modification, re-routing or any other modification that the message might undergo after being sent by the Company.

- 14.4 The Company shall accept the following communication methods used by the Client to contact and transmit instructions to the Company:
- a. orders placed in the Trading Terminal of the Client;
 - b. orders placed in writing and duly signed;
 - c. orders placed by telephone; and
 - d. orders placed by live “chat”
- 14.5 The Client is given the option to place with the Company the following Orders for execution:
- a. The Client places a “Market Order” which is an Order instantly executed against a price that the Company has provided. The Client may attach to a Market Order a Stop Loss and/or Take Profit. Stop Loss is an Order to limit Client’s loss, whereas Take Profit is an Order to limit Client’s profit.
 - b. The Client places a “Pending Order”, which is an Order to be executed later at the price that the Client specifies. The Company will monitor the Pending Order and when the price provided by the Company reaches the price specified by the Client, the Order will be executed at that price or the first available price. The following types of Pending Orders are available: Buy Limit, Buy Stop, Sell Limit and Sell Stop. The Client may attach to any Pending Order a Stop Loss and/or Take Profit.
 - c. The Company will cancel any Orders that remain non executed for three months from the date the Order was placed.
- 14.6 The Client will have the right to change the communication method he uses with the Company at any time and the Company shall not make any checks in relation to this and accepts these two communication methods.
- 14.7 The Client confirms that he is aware of the risks associated with using these communication methods; the risks that could result from a fault or a misunderstanding at the time instructions are transmitted. The Client declares that he assumes responsibility for all consequences that could result there from.
- 14.8 The Company shall not incur any liability by refusing to carry out orders given by a person whose identity has not in its opinion been sufficiently verified.
- 14.9 The Client shall be responsible for all orders and for the accuracy of all information sent via Internet following the use of the Client’s name, his password or any other personal identification method set up to identify the Client, regardless of who the actual user is. Any person who identifies himself in accordance with the Client’s identification methods shall be considered as being authorized to use the Company’s services. The Company shall consider such orders or communications as having been authorized and issued by the Client. It is the Client’s responsibility to keep passwords confidential and to prevent unauthorized use of his passwords and his Trading Terminals.
- 14.10 For the orders placed in writing, the Company will verify the Client’s signature with the sample signatures lodged with the Company. The Company shall not be liable for any fraud and/or lack of identification that it has not been discovered.
- 14.11 Prior to any transfer order, the Company may request an original written confirmation duly signed by the Client.

- 14.12 For orders placed by telephone, the Company will verify the Client's identity and then transmit the order. The Company has the right not to transmit the order if the actions of the Client are not clear and do not include all the required data.
- 14.13 Orders received by the Company in any means other than through the Trading Platform, will be transmitted by the Company to the Trading Platform and processed in the same way as though it was received through the Trading Platform.
- 14.14 Any order sent by the Client via the Trading Platform shall only be considered as having been received and shall not constitute a valid instruction and/or a Contract between the Company and the Client, until the instruction has been registered as executed by the Company and confirmed to the Client by means of a Transaction confirmation.
- 14.15 The Company bears no responsibility for delays or errors occurring during the transmission of orders or other communication messages via computer, for the accuracy of information received via computer or for any loss that may be incurred by the Client as a result of the inaccuracy of this information.
- 14.16 The Client has the right to use a Power of Attorney to authorize a third person (representative) to act on behalf of the Client in all business relationships with the Company as defined in this Agreement. The Power of Attorney should be provided to the Company, accompanied by all the requested identification documents of the representative. If there is no expiry date, the Power of Attorney will be considered valid until revoked by a written termination by the Client.
- 14.17 The Company has the right to refuse to transmit a client's order for execution without giving any notice and/or explanation to the Client. Among, but not limited to, the cases that the Company is entitled to do so are the following:
- a. If the Client does not have the required funds deposited in the Company's Client Account;
 - b. If the order violates the smooth operation of the Trading Platform;
 - c. If the order aims at manipulating the market of the specific Financial Instrument;
 - d. If the order is a result of the use of inside confidential information (insider trading); and
 - e. If the order aims to legalize the proceeds from illegal acts or activities (i.e. money laundering).
- 14.18 The Client needs to be aware that the Company will refuse to accept or it may cancel any orders placed and/or executed via the Trading Terminal without any notice if it comes to its attention that the logic behind those orders is to abuse the whole system (i.e. use of specific expert advisors to generate volume by opening and closing positions at the same price) in order this way to gain unfairly benefits for the Client and which is beyond the traditional scope of fair trading.
- 14.19 The Company, at its own discretion and without notice, might impose on an Account or instrument basis a limit on the Net Open Position. The company has the right to reject to open any new positions if the result after opening the positions would increase the Net Open Position of a certain instrument above the limit set.
- 14.20 The Client understands that reports and confirmations of order executions, cancellations or modifications may be erroneous for various reasons. Such confirmations are also subject to change at the Company's discretion, in which case the Client shall be bound by the actual order execution, so long as it is consistent with the Client's order. If the Company confirms an

execution or cancellation in error and the Client unreasonably delays in reporting such an error more than 24 hours, the Company reserves the right to require from the Client to accept the trade, or remove the trade from the Client's Account, in the Company's sole discretion.

15. TRANSFER OF FUNDS

- 15.1 The Client may submit an internal funds transfer request at any time provided that this method is supported by the Company at the moment the transfer is executed.
- 15.2 Internal funds transfer requests to the Accounts of third parties shall not be accepted by the Company.
- 15.3 The client may fund his Account by credit or debit card, wire transfers, e-wallets payment processors or any other similar method of money transfer acceptable by the company from time to time, in its absolute discretion. The Company shall bear absolutely no responsibility regardless of the circumstances for any such payment providers failings thereof and/or any losses that took place or might take place in the future as a result of using the above services. We do not guarantee that all the transfer methods are available to be used in your country.
- 15.4 The third parties used in the process of receiving your remitted funds in our Client Bank Accounts are disclosed in the "Deposits and Withdrawals" section in our website.
- 15.5 The Company shall inform the Client of the bank details of the Company's segregated Client Bank Account for transferring funds.
- 15.6 The Client must clearly specify his name and all required information, in accordance with international regulations related to the combat against money laundering and terrorism financing, on the payment document. It is the Company's policy not to accept payments from third parties to be credited to the Client's Account.
- 15.7 Any amounts transferred by the Client to the Company's Client Bank Account or received in any other forms as specified above, will be deposited in the Client's Account at the value date of the received payment and net of any deduction/charges incurred by the transferring bank. It is at the Company's sole discretion to return to the Client any of the fees he incurred in effecting a deposit into his Account.
- 15.8 Upon performing an internal funds transfer from a Client's Account to which a deposit has previously been made via bank card or the crypto payment system, withdrawal restrictions shall be placed on the Client Account to which the funds are being transferred in the first place.
- 15.9 The Company has the right to refuse a Client's transferred funds, including but not limited to the following cases:
 - a. If the funds are transferred by a third party;
 - b. If the Company has reasonable grounds for suspecting that the person who transferred the funds was not a duly Authorized Person; and
 - c. If the transfer violates international legislation.

- 15.10 In the event that a Company employee makes a mistake when carrying out an internal transfer that results in funds being credited to the wrong Account, the sum indicated in the request shall be returned to the Client at the Company's expense.
- 15.11 In the event that the Client makes a mistake when filling out the internal funds transfer request that results in funds being credited to the wrong Account, the sum indicated in the request shall not be returned to the Client.
- 15.12 If any of the above cases occur, the Company will return the received funds back to the remitter using the same method as they were originally received.
- 15.13 By signing this Agreement, the Client gives his consent and authorizes the Company to make deposits and withdrawals from the Client Bank Account on behalf of the Client, including but not limited to, for settlement of Transactions performed by or on behalf of the Client, for payment of all amounts due by or on behalf of the Client to the Company or any other person.
- 15.14 The Client, using the Company's relevant "Fund transfer request", shall provide the Company with his personal bank Account details in order for the Company to transfer any amount payable to the Client. It is the Company's policy to transfer all amounts directly to the Client's personal bank Account or card from which he had used to originally fund his Account. Funds are transferred by the Company within three (3) Business Days from the date they are debited from the Client's Account. It may take up to five (5) Business Days for funds to be credited to the Client's personal bank Account after initiation of the transfer from the Company's side.
- 15.15 The Company has the right to suspend or cancel the Client's instructions for transferring funds in any, but not limited to, the following cases:
- a. If the Client instructs the Company to transfer the funds to a third party;
 - b. If the Company has reasonable grounds for suspecting that the person who gave the transfer order was not a duly Authorized Person; and
 - c. If the transfer violates the local laws and regulations.

16. ANTI-MONEY LAUNDERING PROVISIONS

- 16.1 According to Prevention and Suppression of Money Laundering Activities regulations applicable to the Company, the Company is entitled to request from the Client to provide immediately any additional information concerning the circumstances and the context of a particular Transaction. The Company shall have the right to refuse orders or instructions received from the Client as long as the Client has not supplied the information requested by the Company according to the Company Anti-Money Laundering Policy.
- 16.2 The Company has the right to terminate the Agreement with the Client immediately, to report the Client to applicable authorities if deemed required, and to prohibit the Client from withdrawing any of its assets if the explanations provided are deemed inadequate and/or anything in this regard raises money laundering or terrorist financing suspicion.

17. PROHIBITED TRADING

- 17.1 The Company does reserve the right, however, to close, suspend or recoup any closed profit and loss from an Account it deems is engaging in unethical or questionable trading styles including, but not limited to, Picking and Snipping, Flooding, Scalping, Pip-hunting, Hedging, placing “buy stop” or “sell stop” Orders prior to the release of financial data, arbitrage, manipulation fresh data feed on daily rollover, use of robots, a combination of faster/slower feeds, abuse of the cancelation of trades feature available on the Platform and/or use (without the prior and written consent of the Company) of any software, which applies artificial intelligence analysis to the Company’s systems and/or Platform(s) and/or Client Account or any type of trading which the Company reasonably suspects that can be considered as market abuse. In case of more than one Trading Account, the trading in opposite directions as placed through the Company’s platform may also be considered as abusive trading. If the Company reasonably suspects that the Client uses arbitrage in an explicit or hidden way, the Company reserves the right to do the following:
- a. Cancel all orders of the Client
 - b. Cancel the Client’s profit associated with all closed orders
 - c. Close all trading Accounts of the Client and refuse further provision of the service to the Client.
- 17.2 The Company will usually (but is not obligated to always) attempt to initially express its concern to the Client or the associated parties via email or telephone in the form of a formal warning. If the Client or the associated party does not modify its trading style within a reasonable time period following the warning, the Company reserves the right to liquidate all or some open positions, close, suspend or recoup any closed profit or loss from the Client’s Account, and return any remaining proceeds to the Client in accordance with the Company’s Account Closing Procedures or any combination thereof.
- 17.3 The Company reserves the right to liquidate all or some open positions, close, suspend or recoup any closed profit or loss from Accounts who tend to trade during news or other volatile market conditions, and return any remaining proceeds to the Client in accordance with the Company’s Account Closing Procedures or any combination thereof.

18. SWAP, CFD, EXPIRATION AND SWAP-FREE ACCOUNTS

- 18.1 The Client will generally incur a credit or debit in his Account if holding a currency, bullion or CFD position at the end of each trading session. You may view current swap rates on the Company’s Trading Platform, and further information about Swap at the Company’s website.
- 18.2 Once a month, certain CFD’s will expire, meaning that expiration will take place one day prior to the expiration of its underlying futures Contract at our closing bid/ask price. All open positions will be closed, all floating profit and loss will be realized, and all pending orders will be deleted. No positions will be rolled forward into a new Contract and is at the option of the Client to reinitiate her closed positions.
- 18.3 Swap-Free (Islamic) Accounts are generally offered to our Clients of Muslim faith. A swap-free Account precludes the Account from either being credited or debited swap interest at the end of each trading session. The Company, however, fully reserves the right to remove the swap-free designation from any Account which is holding a position in which the Client owes interest for over 5 trading days. The Company will notify the Client within 24 hours of removal of the swap-free designation but is not required to notify the Clients of such removal.

19. CLIENT COMPLAINTS

- 19.1 The Client shall be required to check the content of each document, including those sent electronically by the Company or made available to the Client on the Trading Platform. Such documents should be regarded as authoritative. Complaints shall be addressed, in the first instance, to the Customer Support Department in the e-mail address support@profitto.com. If the Client receives a response from the Customer Support Department but deems that the complaint needs to be raised further, the Client should complete the Complaint Form which is publicly available on the Client's member area and send it to support@profitto.com. The Client must inform the Company immediately if an incorrect Transaction appears on his Account.
- 19.2 Any complaint relating to the execution or non-execution of an order will be considered only on the expressed condition that it is made in writing upon the occurrence of the events in question and at the latest before the opening of the relevant market on the day after the execution, that is, within a 24-hour period from the time of occurrence of the complaint. It should be noted that the use of an expert advisor or any other program that is used to perform technological and/or algorithmic trading, also alleviates you of any right to claim any sort of compensation from the Company.
- 19.3 Once this period has expired, the Client shall no longer has any rights, of any type and form, against the Company.
- 19.4 The document entitled Complaint Form, available in the members' area, should be used for any complaint a client may have. The Client may complete the Complaint Form with all the information requested and may return the form to the Company as mentioned in the specific document.
- 19.5 Clients shall contribute to the Company, in handling of Client's claims, by providing the Company Support Department with all the necessary information, including, but not limited to:
- a. Client's Name and Surname (for corporate Clients – Company name);
 - b. Client's Account login number;
 - c. Date and time of the issue in the platform's time zone;
 - d. Tickets of orders and positions involved; and
 - e. Detailed description of the issue.
- 19.6 The Client has the obligation to avoid any kind of offensive vocabulary, intimidation, unsubstantiated accusations, or emotional interpretation of anything related to his claim or to the Company or its business.

20. REJECTED COMPLAINTS

- 20.1 The Company shall have the right, in its sole discretion, to decline Client claims on the lapsing of the 24-hour period after the occurrence of the relevant incidence. The Company may not accept claims not delivered to the Company through the designated addresses mentioned in this Agreement.

- 20.2 The Company shall have the right to decline a Client's claim or any of its arguments if the server log—file record required for the examination of such claim or arguments does not exist.
- 20.3 The Company has the right, in its sole discretion, to decline:
- a. Client claims related to execution period of any requests or orders;
 - b. Client claims related to server maintenance works, if such works were previously announced at the Company's website not less than 48 hours before the server downtime;
 - c. Client claims related to differences between rates quoted by the Company and similar rates quoted by other companies or institutions (including rates of underlying assets), except for claims related to manifest errors in the Company's data feed; and
 - d. Client claims related to delays or interruptions of service or transmissions, or failures of performance of the server, regardless of cause, including, but not limited to, those caused by hardware or software malfunction; governmental, exchange or other regulatory action; war, terrorism, or the Company's unpremeditated acts.

21. USE OF THE IT SYSTEM

- 21.1 Predominantly, the Client shall transmit instructions to the Company using the IT system provided. The Company shall communicate with the Client exclusively via the IT system. It will be the Client's responsibility to take all necessary actions to ensure that he is able to access any communications that may be sent to him.
- 21.2 The Client knows using computers and the Internet exposes him to a number of risks including, in particular:
- a. The possibility that an unauthorized third party might access his Client's Account;
 - b. The possibility that the relationship between the Client and the Company might be revealed;
 - c. The possibility that computer viruses might infect the Client's computer system without the Client's knowledge; and
 - d. The possibility that third parties might send messages to the Client, claiming to represent the Company.
- 21.3 The Client undertakes to obtain full information and acknowledges that he is solely responsible for doing so, in respect of the risks to which he may be exposed and any necessary security measures he ought to have taken.
- 21.4 The Company will not be liable for any loss suffered by the Client resulting from the IT use, including the actions of unauthorized third parties introducing themselves as the Client or the Company, transmission errors, transmission failures, technical faults, overloads, breakdowns (including but not limited to maintenance activities due to the maintenance of IT systems), system downtime, malfunctions, interference, attacks (e.g., hacking), blocked communications and networks (e.g. mail bombing) or other failures, regardless of who is responsible.
- 21.5 The Client will therefore take the necessary precautions to ensure the confidentiality of all information, including, among other things, the system password, user ID, portfolio details, Transaction activities, Account balances, as well as all other information and all orders.

- 21.6 The Client undertakes to notify the Company immediately if it comes to his attention that his system password is being used without authorization.
- 21.7 The Client hereby assumes all liability arising in connection with technical access to the Company's services.
- 21.8 The Client shall be responsible for acquiring, installing, and configuring the appropriate hardware and software, in order to set up his connection with the Company's online services. The Company shall not be liable for any actions of the access provider and/or hardware that it has not supplied itself.

22. RECORDING OF CONVERSATIONS

- 22.1 The Client acknowledges, accepts and consents the fact that the Company will record and/or produce a written record of telephone conversations, internet-based conversations (chat) and meeting minutes between the Company and the Client.
- 22.2 The Client allows the Company to use these recordings or the transcripts of these recordings as evidence in relation to the investment services offered and to disclose such information as part of any litigation or litigation that it expects to arise between the Client and the Company.
- 22.3 The Company may provide copies of such recordings of telephone calls to a regulatory authority of a competent authority, without informing the Client.
- 22.4 Technical reasons could prevent the Company from recording a conversation and the recordings or the transcripts produced by the Company will be destroyed in accordance with the Company's normal practice. Therefore, the Client must not expect that these recordings will be available to him.

23. OUTSOURCING

- 23.1 The Company provides its clients with trading services using an internet-based trading system. The Company has outsourced the development, physical hosting, maintenance and updating of its online Trading Platform to a foreign entity. The Company's Clients will not have any direct contact with this entity and the Company will take all reasonable steps to ensure the security of all the data regarding the identity of its Clients. The Client hereby acknowledges and accepts the fact that the Company outsources such activities.

24. RIGHT OF SET-OFF

- 24.1 The Company shall have the right, at its discretion and without the Client's authorization, of a "set-off" against the Client's claims, for all claims arising out of its relationship with the Client. This right of set-off shall exist regardless of the expiry date of any claims, the currency in which they are denominated and their nature.

25. GENERAL PROVISIONS

- 25.1 The provision of services to the Client is subject to all applicable laws, regulations, and other provisions or market practices to which the Company is subject to. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, this shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- 25.2 No party shall, without the prior consent of the other party, assign, transfer, charge, or deal in any other manner with this Agreement or any of the rights under it.

26. AMENDMENTS

- 26.1 This Agreement may be amended at any time by the Company as may be applicable due to regulatory amendments, as well as internal policies. Clients are expected to monitor and ensure they are up to date with the latest amendments made; to this end the Company will ensure to have visible in its Business Terms the date of the most recent amendments made. See also terms applicable in section “Acknowledgements” of this present agreement.

27. INACTIVE AND ARCHIVED ACCOUNTS

- 27.1 You acknowledge and confirm that if your Account(s) remain inactive for 6 months (180 days), we will regard your Account(s) to be dormant. We reserve the right to change the 6 -month inactivity period as we deem necessary.
- 27.2 Inactivity means that there is no trading, withdrawal, deposit or internal transfer in your Account(s).
- 27.3 Following the implementation of the dormant fees, should the Account’s balance fall to zero (US\$0) then the dormant Account will automatically be regarded as archived. You can request to re-activate your Account(s) at any time.
- 27.4 Prior to the decision to consider the client’s Account to be treated as a Dormant Account, the Company may take all reasonable steps to ensure the clients satisfies the conditions set out by its competent supervisory authority. The status of your Account can be viewed via the Client Portal, and you can request to re-enable your Account at any time. The Inactive and/ or Dormant Account will then be reactivated subject to if required, up-to-date client identification documentation to be provided to the Company.

28. TERMINATION

- 28.1 This Agreement will be valid until its termination as provided below.
- 28.2 The Company reserves the right to terminate the Agreement with the Client at any time with immediate effect and without giving any reasons for this action. The Company shall have the right to freely set the consequences of such termination for the Client’s positions without incurring any liability. The Company will no longer carry out any orders for the Client upon termination of this Agreement.

- 28.3 It is at the discretion of the Company to automatically terminate Trading Accounts with NIL balances that remain Dormant for a period of more than six months without any further notification to be given to the Clients.
- 28.4 On termination, the Company will pay the Client any pending obligations owed to him by the Company.
- 28.5 The Client has the right to terminate the Agreement by giving a written notice of at least seven (7) Business Days, specifying the date of termination.
- 28.6 The Client is obliged to pay any pending obligations towards the Company, including but not limited to any pending fee or amount payable to the Company, any charge or expenses incurred or to be incurred as a result of the termination of this Agreement, as well as any other expenses that might arise during the settlement of the pending obligations.
- 28.7 The Company has the right to subtract all above pending obligations from the Client Account. The termination of this Agreement does not influence in any way the rights, contractual provisions, commitments, obligations and liabilities of either party.

29. FORCE MAJEURE EVENT

- 29.1 Except as expressly provided in this Agreement, we will not be liable or have any responsibility for any type of loss or damage arising out of any failure, interruption, or delay in performing our obligations under this Agreement where such failure, interruption or delay is due to:
- a. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity or political crisis;
 - b. Act of God, earthquake, hurricane, typhoon, flood, fire, epidemic or other natural disaster;
 - c. Labor disputes not including disputes involving our workforce;
 - d. Suspension of trading on a market, or the fixing of minimum or maximum prices for trading on a market, a regulatory ban on the activities of any party (unless we have caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
 - e. A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
 - f. Breakdown, failure or malfunction of any electronic equipment, network and communication lines (not due to the bad faith or willful default of ourselves), hacker attacks and other illegal actions against our server and Online Trading System; and
 - g. Any event, act or circumstances not reasonably within our control and the effect of that event(s) is such that we are not in a position to take any reasonable action to cure the default.
- 29.2 In the event of force majeure, the affected Party must notify the other Party of the circumstances and of the events beyond its reasonable control within 3 business days.
- 29.3 In the events of force majeure, we may suspend, freeze, or close your positions.

30. MISCELLANEOUS

- 30.1 The Company has the right to suspend the Client's Trading Account at any time for any good reason (including Abnormal Market Conditions) with or without Written Notice to the Client.
- 30.2 The Company reserves the right to suspend, close or unwind any Transaction which has resulted from any miss-configuration, technical error or if the Company suspects any fraud, manipulation, arbitrage or other forms of deceitful or fraudulent activity in a Client's account or multiple accounts with the Company or otherwise related or connected to the any and/or all Transactions. Under such circumstances the Company shall be entitled to withdraw any profits and charge any costs which it deems, in its sole discretion, to have been inappropriately gained and shall not be liable for the cancellation of any Transaction or profits or in the event of any damages or losses which may result from the suspension, closure or unwinding.
- 30.3 In the event that a situation arises that is not covered under the Operative Agreements, the Company will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- 30.4 No single or partial exercise of, or failure or delay in exercising any right, power or remedy (under these terms or at law) by the Company shall constitute a waiver by the Company of, or impair or preclude any exercise or further exercise of, that or any other right, power or remedy arising under the Operative Agreements or at law.
- 30.5 Any liability of the Client to the Company under the Operative Agreements may in whole or in part be released, compounded, compromised or postponed by the Company in its absolute discretion without affecting any rights in respect of that or any liability not so waived, released, compounded, compromised or postponed. A waiver by the Company of a breach of any of the terms of the Operative Agreements or of a default under these terms does not constitute a waiver of any other breach or default and shall not affect the other terms. A waiver by the Company of a breach of any of the terms of the Operative Agreements or a default under these terms will not prevent the Company from subsequently requiring compliance with the waived obligation.
- 30.6 The rights and remedies provided to the Company under the Operative Agreements are cumulative and are not exclusive of any rights or remedies provided by law.
- 30.7 The Company may assign the benefit and burden of the Operative Agreements to a third party in whole or in part, provided that such assignee agrees to abide by the terms of the Operative Agreements. Such assignment shall come into effect ten Business Days following the day the Client is deemed to have received notice of the assignment in accordance with the Terms of Business.
- 30.8 If any term of the Operative Agreements (or any part of any term) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement or the Terms of Business, but the enforceability of the remainder of Operative Agreements shall not be affected.
- 30.9 The Client may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Client's rights or obligations under the Operative Agreements without prior written consent of the Company and any purported assignment, charge or transfer in violation of this term shall be void.

30.10 Where the Client comprises two or more persons, the liabilities and obligations under any agreement with the Company shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

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

30.12 The Client accepts and understands that the Company's official language is the English language, and the Client should always read and refer to the main Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English in the Company's local websites is for informational purposes only and do not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

30.13 The Company, under the terms and conditions of this Agreement and in accordance with its internal policies and procedures, reserves the right in its absolute discretion, to create a dormant accounts policy and/or to impose on any dormant and/or inactive account a handling fee of \$5 or equivalent per month and/or close the trading account upon and/or after the period of six (6) consecutive months of inactivity in the following cases:

- a. Where a Client has not transacted with the Company for a period of six (6) consecutive months and the Company will deem the trading account to be dormant and/or inactivate;
- b. Where a Client's dormant and/or inactivate account(s) has a positive cash balance, the Company reserves the right at its absolute discretion to apply and/or impose a handling fee of \$5 or equivalent per month and as this may be amended from time to time by the Company;
- c. Where a Client makes a genuine attempt to resolve their account balances, the Company reserves the right to waive any and/or all payments and/or fees at its own and absolute discretion;
- d. Where a Client's dormant account and/or inactivate account(s) has a zero cash balance the handling fee of \$5 or equivalent per month shall not be imposed by the Company, however, the Company will reserve the right to close the account(s) upon and/or after the period of six (6) consecutive months of inactivity.

31. DECLARATION

31.1 The Client declares that he has read, understood and accepted this Agreement in its entirety.

31.2 The Client declares that he has read, understood and accepted the section entitled Risk Disclosure and he has understood the warnings contained in this document.



- 31.3 By accepting this Agreement, the Client declares that he has read, understood, and accepted all the information provided in, or linked/directed to/by, this present Agreement as updated from time to time on the Company's website.
- 31.4 The Client declares that he consents and agrees to direct advertising through cold calling by any means, including but not limited to, by phone, email and facsimile.
- 31.5 The Client declares that he is over 18 years old and/or has full capacity (in case of legal entities) to enter and be bound by this Agreement and that he is not prohibited by the legislation/regulations of his country of residence to enter into this Agreement.
- 31.6 The Client declares that all information provided in the "Account application form" is true, accurate, complete, and not misleading and that he undertakes to inform the Company of any changes that might occur to the data/information provided in the "Account application form".

32. COMPANY'S CONTACT DETAILS

- 32.1 Clients shall communicate with the Company with the communication methods described within this policy and/or at the following address:

Correspondence Address: Suite 305, Griffith Corporate Centre, Beachmont P.O. Box 1510, Kingstown, St. Vincent and the Grenadines

Customer Service E-mail: support@profitto.com