

## **EASY FOREX CLIENT AGREEMENT - Standard "Terms and Conditions"**

This Client Agreement, as amended from time to time, will take effect from July 28 2016.

### **1. Scope of this Agreement**

1.1 This Agreement determines the contractual relationship between the Company ("we") and the Client ("you"). You should read the agreement carefully, understand and agree with the terms and conditions before you enter into a contractual relationship with us.

### **2. The Company**

2.1 References to the term the 'Company' throughout this agreement relates to 'EF WORLDWIDE LTD'.

2.2 The Company is incorporated in Marshall Islands, having its Registered address at Ajeltake Road, Trust Company Complex, MH 96960, Ajeltake Island, Majuro, Marshall Islands.

### **3. Our Business**

3.1 The Company is a pioneer online trading group that was founded in 2003, and has revolutionized currency, commodities, indices and options trading in over 160 countries ever since. We are pioneers in developing online trading as a consumer product, and one of the leaders in the market with customized technology and personal service tailored to all levels of knowledge and experience traders ("you"), accessible from any location. We develop easy and user friendly online trading platforms for execution-only transactions in the over-the-counter spot foreign exchange, forward foreign exchange, CFD commodities and CFD Index markets ("Financial Products") and options trading. We further provide you with real time tradable BID-ASK tradable prices by collecting and aggregating information sourced through, independent price providers, relevant exchanges and interbank participants who normally supply liquidity and information to the global FX and Futures market and distributes the real time BID-ASK tradable prices to you via our proprietary and 3rd party trading platforms.

3.2 Our proprietary platforms include:

- Web Trading Platform
- TradeDesk™
- iPhone® Application

3.3 Our non-proprietary (third party) platforms include:

- Metatrader 4 (proprietary rights of Metaquotes Software Inc.)
- Metatrader 4 Mobile - (proprietary rights of Metaquotes Software Inc.)
- ORE Platform (proprietary rights of ORE Technologies Ltd)

3.4 We also provide you with the following services:

- Direct Phone Dealing with our professional sales client managers
- Dealing via the Company Chat Service

## **4. Operation of a Trading Account**

4.1 Opening a Live Trading Account (Active Account) In order to be able to enter into trading transactions, you will first need to open an Active Account. There are different types of accounts you can choose to operate. You may change or upgrade your account to suit your requirements, or you can talk to one of our professional client managers. However, each client is only permitted to operate one active trading account with us.<sup>i</sup> Where a client opens more than one Active Account with us, the company reserves the right to close the additional accounts and all related open trading positions.<sup>ii</sup>

4.2 Know Your Customer (KYC) Documentation You agree to provide true, current and complete information about yourself during the registration process. If you are an authorized representative of a company, you declare that you have the authority to bind the company to this Agreement. We are required by law to obtain, verify, and record information identifying each person who opens an account. Hence, when you open an account, we ask that you provide certain documentation to identify yourself and to verify the information you have submitted to us upon registration. Such documentation includes an identification card or a passport, a utility bill, a bank statement or any document proving your identity issued by a governmental body. We reserve the right to refuse or reject a registration at our own discretion or based on regulatory restrictions imposed on us.

4.3 Active Account Security and Management Once you open an account with us, you need to set a username and password that you can use every time you use our services. Please take any necessary actions required to keep this information away from public view and do not share it with others. You are responsible to protect this information. If you misplace or lose any of the above data or you suspect that someone else has access to them, you should notify us immediately in writing.

4.4 Segregated Accounts We are a financial services regulated company, following transparent processes in all our relations with you. All funds we receive from you are treated as 'Clients Money' and they are kept in separate client bank accounts

(segregated accounts) in a reputable banking institution of our selection. We are obliged by law to perform regular reviews and monitoring of how these accounts are maintained and operated by such banking institution.

**4.5 Currency** All amounts concerned for the opening and the operation of your account will be payable in the currency that you chose upon opening your account with us.

**4.6 Payment Methods** We will only accept cleared funds (funds that are available in your bank / debit /credit card account). There are three primary methods of payment that you may choose, so as to make your transactions:

- Debit or Credit card payment
- Bank transfer
- E-Wallets

#### **4.7 Withdrawals & Deposits**

**4.7.1 Documentation:** So as to proceed with the execution of a withdrawal order, you need to provide us with documentation verifying your identity so that we can authenticate your identity, as required by law, credit card companies' regulations and our internal policies.

**4.7.2 Cards:** Debit or Credit card deposits may be refunded, up to their entirety, to the same debit or credit card that a withdrawal is executed. A withdrawal to a bank account where initial deposits have been performed by debit or credit cards or e-wallets will be executed at our discretion.

**4.7.3 Withdrawals:** Withdrawals to bank accounts may take a longer time period to be credited to your account. When choosing an account base currency, other than the currency used in your debit or credit card, you may incur fees which are due to currency conversion or other charges; therefore your refunded amount may vary slightly from the sum that you initially deposited in your account base currency. Please read the terms and conditions of the bank that you hold an account with regarding their charge policies in currency conversion.

**4.7.4 Wire Transfers:** When depositing funds via bank transfer, you must use your personal bank account in a bank established within the country of your permanent residence. This is an absolute requirement imposed by Anti-Money Laundering legislation. An authentic SWIFT, or transfer confirmation, indicating the origin of the funds, must be sent from your bank to us. If such SWIFT or transfer confirmation is not sent, the deposit may not reach your account and it will be returned to your bank account. As already established, any withdrawal of funds from your account, can only be refunded to the same bank account that the funds were originally received from.

**4.7.5 E-wallets payment methods:** If you decide to deposit funds via e-wallets, you are bound by the rules and regulations of this service provider. You may also be liable to further charges and other restrictions. Please read the terms and conditions of your service provider for further information. We will credit your account with the net amount we received. Please note that we may have to execute withdrawals via a facility other than the provider you used for the original deposit, if required for legal and regulatory purposes (Anti Money Laundering rules).

**4.7.6 Deposit Limit Restrictions:** Please also note that we may, upon our own discretion, impose certain restrictions on the amounts that you have deposited using your debit or credit card.

**4.7.7 Payment Processing Services:** Under this agreement, the payment processing services for services purchased on this website are provided by Blue Capital Markets Ltd on behalf of EF Worldwide Ltd.

**4.8 Rolling Fees** You may choose to extend a day-trading position to the following day. Such extension will be subject to a renewal fee (Rolling Fee) at a rate and time, specified on our website. We will collect the Rolling Fee automatically from the free balance in your account. If there are not sufficient funds in your free balance, we may deduct the Rolling Fee directly from your credit card (indicative minimum charge 3.00 USD). If you are using another method of payment and we are unable to collect the Rolling Fee, we may close some or all of your open positions.

#### **4.9 Islamic Accounts**

**4.9.1** In the event of a client who, due to its observance of Islamic religious beliefs, cannot receive or pay interest, such customer may elect to designate, in the manner provided, their trading account to be a 'swap-free' account not charged with or entitled to rollovers and/or interest ('Islamic Account'). The customer hereby confirms and accepts that a request to render their account as Islamic shall only be made due to the said Islamic religious beliefs and for no other reason whatsoever. The Company reserves the right to refuse to accept the request of a customer to designate their account as an Islamic Account.

**4.9.2** In the event that the Company suspects that a customer is abusing the rights conferred to them by the classification of the account as being an Islamic Account, the Company has the right, with prior notice, to proceed with one or more of the following:

- i. Recall the designation of the Account as Islamic Account and render it a normal trading Account; and/or
- ii. Close any open positions and reinstate them upon the then real market price. The customer hereby, acknowledges that they shall bear all costs derived from the

aforementioned action, including but not limited to, the cost on the change of the spread.

#### 4.10 Trader Accounts Archiving (Metatrader 4 platform (MT4) users ONLY)

4.10.1 Each Sunday, we perform automatic archiving to MT4 accounts that meet ALL of the following conditions:

- time of account inactivity (time since last access to the MT4 account (login)) exceeds 180 consecutive days; AND
- the account balance is 0; AND
- there are no open positions on that account; AND
- no positions were closed during the inactivity period (no trading activity on the account, such as transmitting of agent's commissions, deposits & withdrawals).

4.10.2 You may re-activate your MT4 trading account at any time, following archiving, at no charge or penalty, by contacting us.

4.11 Dormant Accounts Client accounts in which there have been no transactions for a set period of twelve (12) consecutive months will be considered dormant. Dormant accounts are charged with maintenance fee of US\$25 or the full amount of the free balance in the account if the free balance is less than US\$25. There will be no charge if the free balance is zero. Accounts with a zero free balance may also be closed. The Dormant accounts charge will be performed semi-annually.

## 5. Marketing/Promotions

5.1 The Company runs certain seasonal promotions related to its products, from time to time. Each promotion is subject to its unique terms and conditions that you ought to read carefully each time before you participate. If you do not agree with part of the whole of the terms of each Promotion, you are strongly advised not to participate.

## 6. Termination

6.1 If you wish to close your account, you must notify us in writing. If we wish to close your account, we will also notify you in writing by giving reasonable notice, unless there are grounds where we need to terminate our contractual relationship with you earlier or even immediately without notice.

6.2 Early/Immediate Termination Grounds for early/immediate termination may include but are not limited to:

- act of bad faith (News Gap and Break Gap Trading Abuse);
- breach of any clause in this Agreement;
- tampering with our systems, software and platforms;
- acts that may put our goodwill and business in jeopardy;

- misleading, untrue statements;
- fraudulent or misrepresenting information;
- default of payment;
- conviction or accusation of any illegal action (fraud or crime);
- bankruptcy, insolvency, receivership of either party;
- restriction imposed on us by the legislator;
- any other reason that we consider appropriate and necessary;
- an unauthorized activity.

## **7. Unauthorised Activities**

**7.1 Introduction** It is not permitted to use the services of the Company for an activity that is not authorised. In using the services of the Company, you agree and acknowledge that you will not use our products and services for any Unauthorised Activity. Descriptions of unauthorised activities are listed below.

'Unauthorised Activity' means any act, including but not limited to:

**7.2 Money Laundering** The concealment of the origins of illegally obtained money, typically by means of money transfers involving foreign banks or legitimate businesses. Evidence that would tend to show the potential of this would include depositing and withdrawing funds without trading, providing false contact information and providing false documentation.

**7.3 Arbitrage** Arbitrage describes any trading result that is the outcome of actions that either eliminate the risk totally or significantly, usually abusing features provided by the Company.

**7.4. Use of Unsuitable Documentation** Documentation is required to be provided by every client proving their identity and permanent residential address. Additionally, verification of a payment method, such as a credit card, may also be required. Unsuitable documentation may include fake, forged or altered documentation, which extends to alterations made physically or with alterations made by a computer to a photograph or scan.

**7.5 Hedging in bad faith** Hedging is a strategy used in limiting or offsetting probability of loss from fluctuations in the prices of commodities, currencies, or securities. In effect, hedging in bad faith is the employment of various techniques but, basically taking equal and opposite positions in the same Financial Product or a Financial Product highly correlated at near the same time, indicating no interest in genuine trading. This can happen over a single account or over multiple accounts.

**7.6 Use of excessive leverage** Excessive leverage is the opening of a position that requires a margin that is nearly all of the free balance. This strategy significantly heightens the danger of the clients' account ending up in a sizeable negative balance.

**7.7 Trading on off-market quotes** It is not permitted to conduct an activity involving the purchase of Financial Products of any price other than the market price at that instant.

**7.8 Churning** Churning means excessive trading aiming to generate commissions. While there is no quantitative measure for churning, frequent buying and selling of securities that does little to meet the client's investment objectives may be construed as evidence of churning.

**7.9 News Gap and Break Gap Trading Abuse** All products observe a break either intraday, daily or weekly. It is the norm that the last price before the break and the first price after the break to be significantly different. This difference, also known as a 'gap', means there is no market (no tradable prices) in that range. A gap can also be the outcome of news release. The Company is proud to offer a guaranteed stop loss, take profit, pending order execution and negative balance protection to protect and enhance the trading of its clients. Nonetheless, it is prohibited to use these features in bad faith. Examples where these features are used in bad faith are:

- i. Positions opened minutes or even seconds before the break or news release, in an attempt to generate profits without the risk of market moves.
- ii. Positions that are large enough compared to the balance of the account, in an attempt to either generate profits or end up in a negative balance, which the company pays on your behalf.
- iii. Simultaneous positions in the opposite direction (pending or marker orders), indicating no interest in the market direction but interested in generating profits due to the guaranteed stop loss and/or negative balance.

**7.10 Multiple Account Operation** Clients may not trade using the accounts of others or allow others to trade using their account.<sup>iii</sup> Evidence of this activity includes (i) accounts operating from the same location, (ii) using/indicating the same IP address, (iii) multiple accounts displaying the same deposit and withdrawal patterns, or (iv) accounts showing similar or identical trading patterns. Where this activity is discovered, the Company reserves the right to close the affected accounts and all related open trading positions.

**7.11 Action** The Company reserves the right to take the appropriate action in circumstances where the terms and conditions of this agreement have been breached. The consequences of breaching one or more of the conditions, deemed as 'unauthorized activities', could mean the suspension or closure of trades, the return of funds, and/or the suspension or closure of your account.

## **8. Intellectual Property**

**8.1** All intellectual property of our proprietary platforms, products and services belongs to the Company. We allow you only the access and the use of the platforms for the

performance of the trade transactions. Intellectual Property includes but it is not limited to any copyright on materials, the platforms, software, processes, source code, websites, patents, designs, databases, patents, trademarks, methodology, know how, trade secrets, business plans, promotional and marketing material, in any sort of form. We retain all rights, title and interest in all our Intellectual Property rights, arising out of this Agreement.

## **9. Non-Exclusive License to Use the Platform**

9.1 We only grant you with a non-exclusive and non-transferable license to access and use our proprietary platforms or third party platforms that we manage and to benefit from our products and services. You shall not attempt to access or use our website, any platform or applications (i.e. the "System") that we own or we manage, for any purpose that is not expressly authorised by this Agreement, including but not limited to the following actions: copy, merge or transfer copies, lease, sublicense, distribute, transfer, adapt, upgrade, modify, translate or timeshare, reverse engineer, disassemble, decompile, alter or amend our Intellectual Property, in whole or part; make variations, enhancements or improvements to the System; alter or amend any or all of the content of our on-line accounts or third party accounts that we manage (or any part thereof); use the System (or any part thereof) to store or otherwise archive in any form, any pricing data or other data provided via the System, for any purpose, without our prior consent.

9.2 The non-proprietary platforms are the owned by third parties. Separate terms and conditions of access and use may apply. Please visit <http://www.metatrader4.com> and [www.ore.com](http://www.ore.com) for details.

## **10. Exclusion of Liability**

10.1 You must be over 18 years of age, so as to enter into a contractual relationship with us.

10.2 You are aware that our services are currently provided solely electronically. We are not liable for any system failure either from your side or ours, including but not limited to internet connection, electricity power cut, telephone communication failure, high Internet traffic demand, malicious interference / access to your system or ours, hardware error, mobile applications non-compatibility with our System, including our proprietary or third party system. We cannot guarantee that the software and / or the system that we own or we manage on behalf of a third party, is uninterrupted and error free or available at all times.

10.3 You will not transmit to or in any way, whether directly or indirectly, expose our System to any computer virus or other similarly harmful or malicious material or device.

10.4 In no event shall we be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our website, system, products and services, except as stated in this agreement.

## **11. Indemnity**

11.1 You agree to indemnify us and hold harmless with regard to any loss, damage, liability, cost or expense that we may suffer or incur due to your acts or omissions, misrepresenting, misleading acts or breach of your obligations arising out of this contractual relationship.

11.2 Our indemnification to you or any third party concerned, in any proven circumstances, is limited to the amount of money you maintain deposited in your account with us, relating to the transaction where such liability arose.

## **12. Risk Warning**

12.1 We are required by law to inform you that trading is risky. There are various factors, such as the international prices volatility, which is very difficult to predict. Due to such volatility, in addition to the spread that we add to all calculations and quotes, no financial contract purchased or other service offered on our Website (whether or not the payout exceeds the premium amount) may be considered as a safe trade.

12.2 Do not enter into transactions or invest funds that are above your financial abilities. Also, certain financial products are not suitable for people without the relevant knowledge and / or experience. This is why we provide you with different options in terms of products and services, depending on your abilities and knowledge. If you would still wish to open an account, we will ask you to acknowledge that you are aware of the financial risks.

## **13. Misquotes / Mispricing**

13.1 It is possible, but extremely rare, that a transaction may be performed on a wrong price due a miss-quote price feed from any of our third party liquidity providers or through an unexpected technical fault. Equally, there may be delays due to internet connection or occasions where a position is opened or closed based on latent prices that do not reflect the correct market prices at the time of transaction, resulting in an inaccurate profit or inaccurate loss.

13.2 Such events may affect your transactions and our business. In this case, we will take all the necessary measures, immediately, to remedy and rectify the situation, as it is fair and suited to each case. Remedies include correcting deal entry prices or exit prices according to the correct market rates at the time of transaction. We may need to cancel any transaction(s) which are executed wrongly due to the 'price misquote', for example from preset limit/pending orders been triggered due to mispricing. We make our best efforts to contact and inform you for our actions, by telephone or by e-mail.

## **14. Suspension of Services**

14.1 In the unlikely event that we may need to suspend our services, on both our proprietary and third party platforms, we will terminate our relationship with you and subsequently close all open positions at payouts fair and reasonable at the time. Such payouts shall be determined by reference to the daily values published on our website that are related to the inter-bank trading data received on financial contract quotes. Further to the above information, we may impose, at our discretion, trading volume and other restrictions on your accounts.

## **15. Data Processing - Privacy Policy - Cookies**

15.1 You may rest assured that we take all measures to ensure that the information you entrust us with will be treated as confidential. Your personal data that we require throughout our cooperation, is safely stored in our electronic systems, it is treated as CONFIDENTIAL and it is protected by Data Protection laws. It is our policy not to disclose client information to non-affiliated third parties except with your consent or where required for legal or regulatory purposes.

15.2 Notwithstanding the above, there are certain cases where information cannot be considered confidential. This occurs where it can be proved that such information is (i) already available to the public, through no act or omission of the recipient or of any other third party owing an obligation of confidence to the receiver; (ii) rightfully received from a third party without any restrictions as to its use or disclosure; (iii) required to be disclosed pursuant to legal or regulatory requirement.

15.3 Cookies - Cookies are small text files that are sent to and stored on your device, such as desktop and laptop, smartphone, tablet/phablet, for accessing the Internet, when you visit a website or a webpage. Cookies allow a website to recognise a user's device. The objective of cookies use is to improve and make the user's experience easier.

## **16. EMIR-Reporting Obligations Art.9**

16.1 We are obliged by EU Legislation (EU Regulation No 648/2012 -"EMIR", Art.9) to report to ESMA, directly or via a recognized/registered third party ('trade depository'), details related to derivative contracts entered on or after 16.12.2012 or entered before that date, but are still outstanding. These details include the main characteristics of a derivative contract, such as the type of the contract, the value of the contract, the price, the settlement date and the parties involved, the maturity of the contract; any amendments to it or its termination. The details of any derivative contract shall be reported no later than the working day following the conclusion, modification or termination of that contract. By trading with us, you consent to the transfer of the above information to ESMA. You also acknowledge that our Company shall not be held liable for the disclosure of the above data.

## **17. Internal / External Links, Broadcasting and Information on our Website**

17.1 You will see on our website, broadcasts, links to both internal and external websites, such as investment research providers, relevant to the content and the nature of our services. The scope of this information is to provide you with relevant information to our services to keep you up to date with the market news and to give you some background information on the market. These links are not recommendations or advertisement by a third party but they are to be used purely for information and reference. Hence, we do not assume any liability on the accuracy of such information or for the content of the links and we are not bound by it.

17.2 You may be asked to register or subscribe before viewing the content of external links; it is upon your discretion to do so. We do not hold ourselves liable for the material of those links and / or any exposure that your data may be subject to if you decide to disclose personal information. Notwithstanding the above, if you consider that certain content of external links may be in breach of our rules and policies or they are irrelevant to our business, please notify us by email.

17.3 We take all reasonable steps to ensure the accuracy of the content published on our website. However, any information published is presented "as of the date published or indicated", and may be superseded by subsequent market events or for other reasons. In no circumstances, we guarantee the accuracy of such information that is published purely for reference purposes. Subsequently, we shall not accept liability for any loss or damage that may arise directly or indirectly from the content of the information published on our website.

## **18. Taxation**

18.1 You may be liable to pay taxes arising out of your forex activities, usually related to the profits you made, depending on the local jurisdictions in which you are a tax resident in. We do not collect any taxes on your behalf. Also, we do not provide you with any tax advice and we do not deal with any tax related issues. Please address any tax related concerns to your tax advisor.

## **19. Changes to this Agreement**

19.1 We may, at our discretion, change any or all of the terms of this Agreement, at any time and without prior notice. If you make any transaction on or after the amendments to this Agreement have come into effect, you will be deemed to have accepted the changes.

## **20. How to make a complaint**

20.1 If you have a complaint, please communicate it to us via email. Please visit our website for more details.

## **21. Trading Hours**

21.1 We supply you with published tradable prices and information via our website and trading platforms. These Services are available to you on a 24hr mode of operation starting 0700hrs Monday Sydney time until 1700hrs Friday New York time.

21.2 Regular Trading Hours: Regular trading hours may change depending on a number of factors, such as acts of force majeure and extraordinary market conditions affecting the liquidity providers' alignment with the market.

21.3 Special / Public Holiday Trading Hours: Special trading hours set out the period where financial product trading may be affected in a specific market due to Public Holidays.

## **22. Unforeseeable Events - Force Majeure**

22.1 We will not be liable for any failure in performance of the terms of this Agreement if such failure is caused by certain unforeseeable events, including but not limited to acts of God, war, governmental decree, natural disasters, power failure, failure in communication lines or other network failure, judgment or legal order, strike, or other circumstances, beyond our reasonable control.

## **23. Communication - Call Recording**

23.1 Your communication with us is by telephone, e-mail or fax. Please note that our calls are recorded so as to safeguard and protect your interests and for us to ensure the quality of our services. We may, but we are not obligated, to retain any communication with you.

## **24. Legal notice**

24.1 This Agreement supersedes any prior written or verbal communication or understanding. We may change the terms of this Agreement at any time. Any later version of this document shall supersede all previous versions.

## **25. Governing Law**

25.1 It is within our intentions to resolve any matter of concern or dispute with our clients in an amicable manner. Hence, any dispute, miscommunication will be initially addressed to your personal client manager who will attempt to resolve it directly with you. Any dispute that cannot be mutually resolved shall be referred to an arbitrator that will be appointed by both parties (us and you) in writing. If we still cannot reach an agreement with you, the issue will be resolved before the Courts in the Marshall Islands under the laws of the Marshall Islands as governing law.

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<sup>i</sup> Clients may only operate more than one active account if the additional account(s) are in different currencies or of different classifications.

ii Where multiple accounts are closed, clients are normally left with one active account in which to continue trading. This account is normally the account that was opened originally.

iii A client may allow another person to trade using their account where the company gives express permission *and* the client provides express written permission to do so in the form of signing a Power of Attorney document to that effect. The additional trader must be named in the document and must provide 'Know Your Customer' documentation.