

Terms & Conditions

(last updated on 30th July 2021)

Following terms and conditions represent binding conditions for the provision of investment services related to financial instruments by **AXSE Brokerage Ltd.**, a company registered under registration number 8424258-1 at the address: Suite 3, Global Village, Jivan's Complex, Mont Fleuri, Mahe, Seychelles (hereinafter referred to only as the "AXSE" or the "Company"), operating under the license of Securities Dealer License, granted by the Seychelles Financial Services Authority with license number SD041; (hereinafter referred to only as the "T&C").

I. Definitions

For the purposes of these Terms and Conditions and of all the documentation forming an integral part of the Contract and attached and/or annexed to the Contract, the terms used herein or any related documentation, shall have the following meaning:

1. **"Agent"** shall mean any third person acting on behalf of a Client based on either a contractual relationship between clients or the third person (Power of Attorney) or a binding decision of authority stating that the third person is a legal representative of the Client.
2. **"AML Policy"** shall mean a set of internal rules and measures imposed upon the employees of AXSE with the purpose of abiding to and/or being compliant with applicable laws on the prevention of money laundering and terrorist financing. Such measures include Know Your Customer policy, ongoing monitoring of Clients' data and Transactions and other rules as described on AXSE's Website.
3. **"Applicable Regulations"** shall mean:
 - a) Financial Services Act
 - i. Consolidated Securities Act 2007 to 20th December 2018
 - ii. Securities Act 2007
 - iii. Securities Forms and Fees Amendment Regulations 2020
 - iv. Securities Substantial Activity Requirements Regulations 2018
 - v. Securities Advertisements Regulations 2008
 - vi. Securities Conduct of Business Regulations 2008
 - vii. Securities Financial Statements Regulations 2008

- viii. Securities Forms and Fees Regulations 2008
 - ix. Securities Prospectus Regulations 2008
 - x. Securities Takeovers Regulations 2008
- b) AML Act, 2020, guideline and regulations
- i. AML - CFT Act, 2020
 - ii. AML - CFT (Amendment) Act, 2021
 - iii. AML - CFT Regulations, 2020
 - iv. AML - CFT (Amendment) Regulations, 2020
 - v. AML - CFT (Second Amendment) Regulations, 2020
- c) Any other relevant legislations and general rules and principles issued by IOSCO
4. “**Authorized Person**” shall mean a person, having a proper authorization to represent Client legally in respect of duties associated with his office at the time of proposing acts, entering orders or in other way dealing with AXSE.
5. “**AXSE’s Account**” shall mean an account opened with another financial institution in the name of AXSE under the conditions described in Article V. point 8. of these Terms and Conditions. The number of such an account is communicated to the Client during the process of entering into a Contract.
6. “**AXSE’s Website**” shall mean a website found and run by AXSE, which contains updated information about AXSE and its services. The website can be found at the following address: www.purple-trading.sc
7. “**CFD**” shall mean a contract for difference. A financial instrument which is derived based on the fluctuation in the price of the underlying asset
8. “**Client**” means any person, who has in his own name entered into a Contract (as this is defined below) and so established legal rights and obligations between himself and AXSE arising from and in compliance with the Contract and other documents, which are declared to be integral part of the Contract.
9. “**Client Account**” shall mean an account opened with AXSE solely in the name of the Client after entering into a Contract for the purpose of registering the balance and all Transactions concerning funds of the Client.
11. “**Complementary Services**” shall mean services that are related to and accompany Investment Services. Complementary services are provided by AXSE without further notice or

special consideration from the Client whenever such services are necessary to enable or facilitate the provision of Investment Services.

12. “**Community Property**” shall mean single Contract with more than one person, having joint property (and bank account, as applicable) and acting as a Client.

13. “**Conflict of Interest**” shall mean a situation in which there is a potential of weakening impartiality of one of the parties to the Contract because of discrepancy between the party’s interest concerning the Contract and other professional or self-interest. It also means cases of discrepancy between parties’ interests and public interest.

14. “**Contract**” shall mean the applicable contractual framework in relation to financial services provided by AXSE. It is entered into by AXSE and the Client and includes the legal documentation considered to be an integral part of the Contract, namely Client Agreement, account application filled by the Client, these Terms and Conditions, Full Risk Warning, Anti Money Laundering Policy, Order Execution Policy FATCA & CRS Data Sharing Policy and Privacy Policy as updated from time to time and available at AXSE website.

15. “**Contract Specifications**” shall mean the principal trading terms in CFDs (for example these may include Margin, Spread, Swaps, Lot Size, Initial Margin, Necessary Margin, Hedged Margin, Normal Market Size, the minimum level for placing Stop Loss, Take Profit and Limit Orders, financing charges, ticket fees for Swap Free Client Accounts, Company Costs, charges, minimum deposit requirements for different types of Client Accounts etc.) for each type of CFD and / or type of Client Account as determined by the Company from time to time in its discretion. The Contract Specifications appear on the AXSE Website.

16. “**Credit**” shall mean a fictional amount assigned to the platform of MetaTrader . This amount increases the value of equity.

17. “**Currency**” shall mean a medium of exchange in the form of money, which is issued by a government and circulated within an economy. Currency is the basis for trades on foreign exchange market.

18. “**Exchange Rate**” shall mean the rate between two currencies in which one currency will be exchanged for another.

19. “**Expert Advisor**” shall mean a mechanical online trading system designed to automate trading activities on an electronic trading platform/system. It can be programmed to alert the Client of a trading opportunity and can also trade his account automatically managing all aspects of trading operations from sending orders directly to the Company Online Trading System to automatically adjusting stop loss, trailing stops and take profit levels

20. “**Financial Instrument**” shall mean an investment instrument in form of real or virtual document representing a legal agreement involving some sort of monetary value.

21. **“Incorrect Quotation”** shall mean prices of Financial Instruments provided to the Client that are significantly different from the prices of their underlying instruments as provided by the AXSE’s liquidity provider.
22. **“Introducing Partner”** or “Introducer” shall mean a person acting in the respect of referring clients to AXSE based on a contractual relationship between AXSE and such person. Unless stated otherwise in the agreement between AXSE and such person, the Introducing Partner has no right to act in the name of AXSE.
23. **“Investment Services”** shall mean trading in commodity and currency pairs based derivative instruments and other securities.
24. **“Joint Account”** shall mean a Client Account owned by two or more persons, all of them acting as one Client.
25. **“Leverage”** shall mean the use of borrowed capital to be able to make larger trades with a limited amount of money. It is a ratio in respect of initial margin and Transaction size. 1:10 ratio means that in order to open a position, the initial margin is ten times less than the Transactions Size.
26. **“Login”** shall mean a unique username, which allows Clients to access Trading System, and further allows to access into the Trading System after entering the username and Password.
27. **“Market Data”** shall mean in particular stream of Quotations and market information by AXSE to client
28. **“Market Execution”** shall mean the method of execution when the Clients are opening or closing their position(s), these orders go to the open market where they are filled at the best available price. There is a delay before the trade is placed and when it is filled. This method of execution does not allow stop-loss and profit from orders will be specified and set at the moment of placing a new trade.
29. **“Purple Zone”** shall be a mean of distant communication for the purpose of facilitating the process of entering into the Contract, management of Client Account and gathering necessary information about AXSE’s Clients. Purple Zone forms a significant part of Trading System.
30. **“Opening Position”** shall mean the process of establishing or entering into a trade. Once this process is started, legal rights and obligations related to concerned trade arise. Once this process is successfully completed, an opened position is established.
31. **“Password”** shall mean a sequence of characters, which is used to determine a person requesting access to Trading System.
32. **“Position Closing”** shall mean the process of termination of an opened position. Once this process is successfully completed, legal rights and obligations related to the concerned position terminate together with the position, which position is then considered as closed.

33. **“Power of Attorney”** shall mean a written authorization of third person to represent Client and act on Client’s behalf. Any document suiting the definition in previous sentence falls within this term, no matter how such a document is actually named.
34. **“Platform”** shall mean a specific software provided by AXSE, through which investors and traders can order and execute the process of Opening Position, Closing Position or in other ways managing their positions and entering Transaction Orders. Platforms form a significant part of Trading System.
35. **“Politically Exposed Person”** shall mean a individual who has been entrusted with prominent public function, such person’s close relative or any person known to be close associate of that Politically Exposed Person. Politically Exposed Person is defined in Section 36. defined in Act 5 of 2020 Anti-Money Laundering Act.
36. **“Quotation”** shall mean specified prices of Financial Instruments offered at specific time to the Client.
37. **“Spark”** shall mean the online terminal designated for Introducers to overview trading accounts of Clients for whose introduction is the Introducer rewarded.
38. **“Spread”** shall mean a variable difference between the price, at which a client may buy and sell a particular Financial Instrument. This variable spread varies within a certain range. This range is movable according to the internal bank market.
39. **“Swap”** shall mean a fee for rolling any open Transaction held by the Client at the end of the trading day of the Exchange on which the Instrument is traded or over the weekend when the relevant Exchange is closed over to the following trading day.
40. **“Services”** or **“Service”** shall mean the services and activities covered by the Company’s SFSA license from time to time offered at the AXSE Website and/or through the System.
41. **“System”** has the meaning attributed to it in the relevant paragraph of this document.
42. **“Technology Provider”** shall mean a third party providing AXSE with necessary technical means based on a contractual relationship between such person and AXSE. Technology Provider is not an employee of AXSE.
43. **“Trading Hours”** shall mean time frames during which the transactions on particular Financial Instrument can be executed. Trading Hours of AXSE are generally from Monday 00:04 AM (GMT+3) through Friday 11:58 PM (GMT+3).
44. **“Trading System”** shall mean a complex of software and internet-based applications provided by AXSE to the Client in a way of connecting to the dedicated servers designated for that purpose by AXSE, facilitates the process of provision of Investment and Complementary Services.

45. **“Trailing Stop”** shall mean a stop-loss order set at a percentage level below the market price - for a long position and above the market price for a short position. The trailing stop price is adjusted as the price fluctuates. A sell trailing stop order sets the stop price at a fixed amount below the market price with an attached “trailing” amount. As the market price rises, the stop price rises by the trail amount, but if the pair price falls, the stop loss price doesn't change, and a market order is submitted when the stop price is hit.
46. **“Transaction”** shall mean an agreement between two parties (the buyer and the seller). It states that the seller will pay the buyer the difference between the current value of an asset and its value at "contract time". If the difference is negative, the buyer pays the seller instead.
48. **“Transaction Account”** shall mean one or more accounts, which meet the requirements set in Article IV. Point 7 letter b) of this document and which have successfully passed the process of Verification.
49. **“Transaction Confirmation”** shall mean an automatic written confirmation of successful execution of Transaction. The confirmation is generated by Trading System and shows up in the list of Transactions within Client Account.
50. **“Transaction Credit Card”** shall mean one or more credit or debit cards, which meet the requirements set in Article IV. Point 7 letter a) of this Terms and Conditions and which have successfully passed the process of Verification.
51. **“Transaction Margin”** shall mean collateral in the form of monetary funds, which is necessary to be provided by Client for particular opened position.
52. **“Transaction Order”** shall mean an order placed by Client for AXSE to conclude a Transaction.
53. **“Unavoidable Circumstances”** shall mean circumstances that arise independently of the will of party obliged under the Contract and which prevent this party of Contract from performing its obligation, provided that it cannot be reasonably expected that the obliged party could overcome such circumstances or its consequences, and further that the occurrence of the circumstances was unpredictable at the time when the obliged party undertook to perform the obligation.
54. **“Verification”** shall mean the process or act of checking and potentially confirming the truth and validity of information provided by Client to AXSE. Such information concern Client's background, personal (and corporate, if applicable) and account details and are verified by requested documentation, as described herein and in the Contract. Without due and successful Verification, the Contract cannot be entered into.
55. **“Event of Default”** shall mean either one of the events of default described under the Article XV of these Terms and Conditions and/or an action or circumstance that causes a lender to demand full repayment of an outstanding balance sooner than it was originally due.

II. General Statements and Provisions

1. These Terms and Conditions govern the rights and obligations of the Client and AXSE arising out of the Contract. As agreed in the account application, the Terms and Conditions are an integral part of it and as a consequence both parties hereby agree and declare that they shall respect the rights of the other party and perform their own respective obligations duly, properly and with reasonably expectable care. Unless stipulated otherwise herein, within the Contract or in the other documentation governing the legal relationship between AXSE and Client, or unless agreed otherwise upon the parties, the rights must be respected and obligations performed since the Contract is entered into and until the Contract is terminated with respect to conditions of terminations stated herein and in the Contract.
2. Any time in this document that the term “Contract” is referred to, unless stated otherwise such referral also includes other documents, forming an integral part of the Contract and are listed in the body of the Contract.
3. In this document depending on the context masculine might include feminine and neuter, singular includes plural and vice versa.
4. AXSE reserves the right to modify these Terms and Conditions unilaterally. No written amendment is required for such modification. AXSE undertakes that these changes do not cause a fundamental change or deterioration of status of a client. Any such change can arise only with regard to the legitimate interests of the counterparties. Unilateral change becomes effective when published. Any potential fundamental change shall be done in writing. Both parties hereby represent and warrant that when dealing with the other party concerning any matter arising out of the Contract, all the information they provide shall be truthful and their acts and statements shall be in full accordance with the applicable law agreed upon in Article XXIII. of this document.
5. The Client hereby represents and declares, that the entire Contract, including all integral parts thereof (annexes, documentation), was introduced to him, he has read it carefully before the conclusion and became bound by its provisions.
6. The Client further represents and declares that by entering into this Contract he becomes bound by the same. This document is an expression of his free, serious and definite will, not concluded under any adverse impacts or disadvantageous circumstances.
7. AXSE reserves the right to assign its obligations hereunder to any Third Party without any consent of the Client. Client cannot assign any rights or obligations under this Contract to any Third Party without a written consent of AXSE.

III. Agents, Community Property and Joint Account

1. In the event an Agent is acting on behalf of Client, AXSE shall request all information and documents necessary for the identity Verification of such Agent (see Article IV. point 5, if the Agent is an individual or Article IV. point 6, if the Agent is a legal entity) and rights of such Agent in respect for acting on behalf of the Client in the following situations:

- a) While dealing with Agent for the first time;
- b) While any of the provided data or document will have expired;
- c) Any other time AXSE considers it necessary for fulfilling the requirements set by its AML Policy.

2. The provided documents must further provide satisfactory legal base for Agent to execute proposed act; otherwise AXSE shall reject such act.

3. In case the rights of the Agent in the event described in point 1 of this Article are based on a Power of Attorney, AXSE may, at its sole discretion, require the signature of the Client as a principal on the Power of Attorney to be authorized by a public notary and the Power of Attorney to be apostilled and super legalized.

In case that the rights of Agent in situation described in point 1 of this Article are based on Power of Attorney, the Power of Attorney must include:

- a) Detailed personal data of Client;
- b) Detailed personal data of Agent;
- c) Precisely defined scope of act(s), to which the Agent is authorized;
- d) Signature of Client as a principal.

4. In case AXSE concludes single Contract with more than one person, having joint property (and bank account, as applicable) and acting as a Client, the following conditions apply:

- a) AXSE requires identification and verification of the identity of both persons in accordance with Article IV. Point 5 of this document.
- b) AXSE may require additional documentation proving that the provided funds, Transaction Account(s) or Transaction Credit Card(s) are part of the joint property.
- c) Each of the persons, owning the Joint Account, shall be considered as a co-owner of Client Account, as well as joint creditor and joint debtor for the purposes of rights and obligations arising out of the Contract.
- d) Each of the co-owners of Joint Account has the right, in general, to control the Client Account and has a disposition right to the funds thereon. In some cases,

however, AXSE has the right to refuse or reject orders or proposals, made by any of the co- owners, unless consent of the other co-owner(s) is provided in writing.

- e) Even if the communication is held with one of the co-owners, the right to object against such communication shall be granted to each of the co-owner.

5. The conditions set in point 4 above applies to the cases of Joint Accounts, apart from point (e) accordingly.

6. Situation in point 1 above does not relieve the Client or the Agent from the obligation to provide information and documents which are considered necessary to identify and verify the identity of Client in compliance with this document.

IV. Conclusion of Contract

1. The Contract is essential for the existence of legal rights and obligations of parties to the Contract arising thereof. Such rights and obligations come to existence at the moment of conclusion of the Contract. These Terms and Conditions are an integral part of the Contract.

2. The Client hereby acknowledges that by the moment of conclusion of this Contract, there are no legal rights and obligations established between the Client and AXSE, unless expressly stated otherwise herein or in the Contract.

3. The Contract is concluded at the moment of placement of the order for the purchase or sale of any commodity, security, currency or other financial instrument or property, including any derivatives such as an option, a future, a CFD or other transaction relating thereto, entered into by AXSE Brokerage Ltd with the Client.

The conclusion of Contract is considered as defective if any party to the Contract was not aware thereof and/or was not supposed to be reasonably expected to know such fact, including but not limited to one or more of the following situations:

- a) Provision of false, untrue information by the other party or provision of information of misleading nature in any other way by such party;
- b) Missing true will of the other party to enter into Contract;
- c) The other party suffers lack of legal capacity to enter into Contract at the time of its conclusion;

4. Consequences of such defective conclusion of the Contract shall be as described in Article XVI. point 6. of this document.

5. For the purpose of executing the process of Verification, potential Client - individual, must fulfil the following requirements within the Real account registration form or Purple Zone:

- a) Choosing and entering Password for the access of a potential Client Account;
- b) Entering his personal data - full name, residence address, nationality, date of birth, telephone number and email address;
- c) Stating whether he is a Politically Exposed Person;
- d) Determining the method of first deposit;
- e) Uploading photocopies of Proof of Identity and Proof of Residence documents, not older than 3 months, into Purple Zone, which shall prove the truthfulness of personal data entered by potential Client as described under letter b), which have further been issued by public authority and shall include a photo of Client;
- f) Choosing trading Platform;

6. For the purpose of executing the process of Verification, potential Client - entity (legal person), shall fulfil the following requirements within Purple Zone:

- a) Entering Password for the access of a potential Client Account;
- b) Entering company details: name, seat address, date of incorporation, company ID, telephone number, email address and nature of business;
- c) Entering personal data of any Authorized Person, acting on behalf of such potential Client - full name, residence address, nationality and his/her legal position in legal person;
- d) Determining the method of first deposit;
- e) Uploading photocopies, not older than 3 months, of Proof of Identity and Proof of Residence documents into Purple Zone, which shall prove the truthfulness of personal data of potential Client's Authorized Person as described under letter c), which have further been issued by public authority and shall include a photo of the Authorized Person;
- g) Uploading photocopy of the following documents, not older than 3 months, into Purple Zone (Extract form Company registers, Certificate of Incorporation, Certificate of Directors, Certificate of Shareholders, , list of Authorized Persons), which shall prove the truthfulness of company details as described under letter b) and which have further been issued by public authority;
- f) Choosing trading Platform(s);

7. For the purpose of executing the process of Verification, any potential Client, depending on the selected first deposit method, shall provide a photocopy of following documentation by uploading it to respective section in Purple Zone:

- a) In the event of using credit card for the first deposit, a document proving the number of such credit card, that such credit card is valid and held under the name of a potential Client, issued by an authorized credit institution and connected to such account opened with this institution; or
- b) In the event of using wire transfer for the first deposit, a document proving an existence and number of account open with credit institution, held in the name of a potential Client.

8. The Client hereby acknowledges and agrees that due to AXSE's AML Policy, the deposit must be made by credit card or account held in the name of the Client exclusively, while such credit card or account details must be indicated in Purple Zone as described in point 7 of this Article.

9. The Contract can be entered into and the Verification can only be executed electronically by through the Purple Zone, which is to be found on Company's Website.

10. AXSE shall examine the data, provided based under points 5 to 8 of this Article, on regular basis.

11. Potential Client hereby acknowledges that in the event AXSE does not consider the information or documents, provided by potential Client, at its sole discretion to be in compliance with points 5 to 8 of this Article, taking into account the AXSE AML Policy, AXSE may require additional information or documents from such potential Client before the conclusion of this Contract.

12. If the potential Client fulfils the requirement described in points 5 to 8 of this Article successfully, AXSE shall send a confirmation of such fact to the Client within two working days via email or Purple Zone, provide the Client with full access to their Client Account and allow Client to execute Transaction Orders.

V. Client Account

1. AXSE hereby represents and warrants that while dealing with any monetary funds or other assets of Client, it shall act prudently and with due professional care. Furthermore, AXSE shall not disclose any confidential information and facts related to Client Account to third parties, unless it's:

- a) necessary for the performance of obligations under this contract; or

- b) necessary for the purposes described in Article XIV. of this document or Company's Privacy Policy or other actions required by the authorities, administrative bodies or courts; or
- c) expressly permitted by the Client in writing.

2. The information, documents and data provided by Client in accordance with Article IV. points 5. or 8. are parts of Client Account. The Client is obliged to inform AXSE about any changes in such information in 7 business days since effectiveness of such change, and documents of data. It is Client's obligation to provide AXSE with up-to-date information and support the information with corresponding documents. If possible, e. g. in cases including, but not limited to, expiration of proof of residence or ID card, the Client is obliged to fulfil this obligation prior to effectiveness of such change, otherwise without due delay. The Client acknowledges Company's right to terminate their Client Account when the Client does not meet their obligation as set forward in this paragraph.

3. As agreed by the parties hereunder, AXSE may open, maintain and manage a Client Account for the Client.

4. The Client Account shall be maintained and all operations concerning the Client Account shall be made by both parties of the Contract via Purple Zone, unless expressly stated herein or in the Contract.

5. The Client Account is accessible through Purple Zone after entering pre-set Login and Password by Client. The Client hereby acknowledges and agrees that they is the only person authorized and permitted to manage Client Account in respect to entering Transaction Orders, changing or updating personal data and in other way perform rights and obligations arising from the Contract and this document.

6. Client Account is held in a Currency chosen by the Client at the time of conclusion of this Contract. Full range of Currencies, in which Client Account may be held, depends on the current offer of AXSE.

7. No interest is accrued or debited in relation to the funds and/or deposits made to Client Account.

8. The Client hereby acknowledges that the funds deposited by the client on the Client Account are kept in one or more accounts held with a financial institution on behalf of AXSE. The selection of specific financial institution, with which such accounts are held, is solely within AXSE's discretion. However, such choice shall be done in accordance with Article V. point 1.

9. Client is obliged to notify AXSE about any suspicion of potential unauthorized use of the Password to Client Account without delay. In such a case AXSE shall disable Client Account without undue delay.

10. The Client may request revision of any non-executed transaction. Such revision may be carried out only on the basis of severe, justified and provable reasons (so a reasonable concern of incorrect calculation, non-execution etc.). However, if the client's request proves to be inadequate and unjustified, AXSE may, at its own discretion, charge \$100 (one hundred U.S. dollars) per revision. In the event such revision proves that such request of client was justified and transaction non-executed, AXSE shall bear the costs of such revision.

VI. Transaction Account and Credit Card

1. Any credit card or account, from which the deposit to Client Account is successfully made, is authorized automatically as Transaction Account/Transaction Credit Card.
2. To add a new Transaction Account or Transaction Credit Card to the register in Purple Zone, Client must provide documentation necessary for Verification of the account/credit card, as described in Article IV. point 7 letter a) or b) of this document.

VII. Funds

1. The funds deposited on Clients Account may be used by AXSE solely for the following purposes:
 - a) Settlement of Transactions;
 - b) Settlement of fees and commissions charged in accordance with conditions set up by each Platform;
 - c) Coverage of Transaction Margin;
 - d) Collateral/security deposit.
 - e) Withdrawal of funds;
 - f) Conclusion of new Transactions;
2. The Client hereby acknowledges that in case the amount of funds on Client Account is not satisfactory for settlement of all orders entered by Client, the order of the list presented in point 1. reflects the priority for usage of funds on the Client Account and prospective new deposited funds.
3. The Client further acknowledges and agrees to the following terms and conditions concerning deposits of funds:
 - a) All deposits must only be made from Transaction Account(s) or Transaction Credit Card(s), otherwise they will be rejected by AXSE.

- b) The deposits must be made and the corresponding funds must be sent only in the Currency, in which the Client Account is maintained.
- c) The deposited funds shall become available within the Client Account after AXSE receives a confirmation from the bank of the funds being credited to AXSE's Account. When such a confirmation is received, AXSE shall make funds accessible without undue delay.

4. The Client hereby acknowledges and agrees to the following terms and conditions concerning withdrawals of funds:

- a) A request for withdrawal can be filled only (1) in writing by using a withdrawal form, which can be found on AXSE's Website or (2) via Purple Zone by entering corresponding information specified therein.
- b) All withdrawals must only be made to Transaction Account(s) or otherwise the request for withdrawal will be rejected by AXSE.
- c) The request shall further be rejected by AXSE in case that the requested amount exceeds the minimum Transaction Margin required for currently opened position. The request shall further be rejected by AXSE in case that the person placing the request is not duly authorized or his authenticity is disputable.
- d) The withdrawals are executed and the corresponding funds are sent to Transaction Account only in the Currency, in which the Client Account is held.
- e) AXSE reserves the maximum period of five working days, starting at the moment of placing a withdrawal request by Client, before the funds are transferred to Transaction Account of Client. The period serves for Verification of person placing the request and the amount of funds remaining on Client Account. The withdrawal orders are thought to be executed by AXSE without undue delay.
- f) In case when the Transactional Credit Card and/or Transaction Account(s) is kept in the financial institution residing in the jurisdiction classified as risk jurisdiction by the Company's AML internal rules, the Company reserves the right to withhold Client's funds. Consequently, the Company shall invite Client to provide the Company with the details of another account held in the Client's name kept in the financial institution residing in the jurisdiction that would possess lower to no AML risk according to the Company's internal AML rules. The Client hereby acknowledges Company's right to withhold Client's funds until details, in compliance with the Art. IV. Point 7 of this Document, of such account are provided.

5. The Client hereby acknowledges that in the event where AXSE receives a request for refund or chargeback of funds already credited to AXSE's Account, no matter whether such request comes from the Client or a financial institution, with which Client's Transaction Account is opened, such request can only be satisfied up to the amount of funds remaining and being available on Client Account at the moment of delivery of the request to AXSE. AXSE has no responsibility and shall not refund or charge back any loss caused by unsuccessful trading or spent on charges.
6. The Client hereby acknowledges and agrees that all transactions between Client and AXSE shall be performed by wire transfer or other method in which AXSE is in compliance with AXSE's AML Policy and AXSE can verify the identity of Client or take other measures under its AML Policy. AXSE may not accept deposits to Client Account from third party account; neither may AXSE withdraw any funds from Client Account to any third-party account.
7. The Client hereby acknowledges that any chargebacks or refunds shall only be made to Transaction Account or via Transaction Credit Card.
8. In the certain occasions the Client shall be awarded bonuses in form of Credit. This Credit shall be removed anytime according to the decision of AXSE. The Client is not entitled to the legal claim of Credit assignation. Detailed description shall be found in a special terms and conditions of each bonus promotion.
9. The Client hereby acknowledges and authorizes AXSE to use Client's funds as collateral/security deposit to third Party Service providers.

VIII. Communication

1. Unless stated otherwise, any communication between AXSE and Client, which relates to this Contract and its scope in any way, shall be done orally or in writing, mainly, but not limited to phone, email or other electronic means including Purple Zone or by correspondence.
2. Notwithstanding point 1. of this Article and unless stated otherwise in this document, any amendments or supplements to the Contract and related documents must be made in writing and agreed upon by both parties and attached to the Contract.
3. Any communication from AXSE shall not be deemed effective unless served to the Client. Any communication from the Client shall not be deemed effective unless accepted by AXSE.
4. The language used in the Contract, related documents and their amendments shall be the English language. Whenever the Client is required to provide any document to AXSE, such document must be in English language, unless required otherwise by AXSE or tacitly accepted.
5. The Client hereby acknowledges and agrees that AXSE makes, saves and keeps records of all communication as described in point 1. of this Article, regardless whether such

communication is made by phone or in writing, via Purple Zone or in any other way. The content of such communication shall be considered confidential and serves only for the purpose of evidence and to comply with AXSE's AML Policy.

6. Actual contact information and details of AXSE are indicated and listed on AXSE's website while AXSE has the right to change them in accordance with other provisions of this document anytime without any notice to the Client.

IX. Trading

1. The Client hereby acknowledges that for the purpose of any Opening Transaction, the Client is obliged to provide a Transaction Margin under the following conditions:

- a) The required amount of funds used as Transaction Margin shall be calculated as a percentage of the nominal value of Transaction. Such percentage varies depending on type of Financial Instrument and its actual Exchange Rate, therefore might be subject to frequent changes and the provided Leverage.
- b) The Transaction Margin must be provided to the Client in the Currency of Client Account.
- c) The funds used as Transaction Margin shall be blocked during holding position and accordingly shall not be available to the Client.
- d) AXSE has the right to change the required Transaction Margin. Client must be informed about the fact without undue delay.
- e) Client is obliged to maintain the amount of funds on Client Account higher than required Transaction Margin for their opened positions. In case that amount of funds on Client Account falls below the required Transaction Margin for opened positions, Client is obliged to deposit additional funds on the Client Account or close one or more positions in order to reduce the risk of falling below required Transaction Margin without undue delay.
- f) Client hereby agrees that whenever the amount of funds on Client Account falls below 50% of the required Transaction Margin for opened positions, AXSE has the right to close one or more open positions of the Client without Client's consent in order to reduce sufficiently the required Transaction Margin. Client shall be notified about this fact without undue delay.
- g) AXSE offers clients a negative balance protection which does not charge loss exceeding the margin when the set position cannot be closed and the margin becomes negative in an irregular situation, such as concentration of market order. Margin negative shall be resolved within 7 business days and the equity will return

to "0". In the event such balance is not brought back to 0 from negative, the Client shall contact AXSE.

- h) AXSE reserves the right to apply changes to and amend the leverage ratio (i.e. decrease or increase the leverage ratio), at its sole discretion and without any notification, case by case on any account of the client as deemed necessary by AXSE.
- i) The maximum Leverage ratio provided to Clients on Forex trading instruments depend on the total balance of all the trading accounts of the Client. Unless agreed otherwise with the Client, the standard limits for such maximum Leverage ratio are:

Total Balance up to USD 12,000	1:500 max
Total Balance up to USD 120,000	1:200 max
Total Balance of USD 120,000 and higher	1:100 max

2. AXSE shall provide the Client with systematic Quotation of prices of Financial Instruments, providing buying price, selling price and the number of Spreads of each Financial Instrument. Current Spreads and prices are passed to the Client through Trading System and / or are accessible on AXSE's Website.

3. AXSE has the right to suspend Quotation and trading on a specific Financial Instrument in the cases including, but not limited to, suspension of trading on an underlying instrument or force majeure as described herein.

4. AXSE has further the right to modify Spreads without any notice to the Client.

5. The Client acknowledges and agrees that AXSE uses Market Execution method.

6. AXSE may at its sole discretion, while making reasonable efforts for post- notification, alter, refuse to transmit or execute any transaction or revoke an executed transaction in particular in the following cases:

- a) the transactions were executed by arbitrage/exploitation of market failures, off market rates or any other abusive technique as determined by AXSE;
- b) a technical problem withheld the transaction from being executed as desired;
- c) a liquidity provider has cancelled or altered the transaction with AXSE; and/or
- d) the transaction covering was executed with the liquidity provider. AXSE is also entitled, at any time and at its discretion, without giving any notice or explanation to the Client, to decline or refuse to transmit or arrange for the execution of any Order or Request or Instruction of the Client.

7. A Transaction order can only be entered within the trading Platform under the conditions set in Article IX.
8. AXSE has the right to refuse Opening Position in its sole discretion and without any responsibility of the amount of both actual damage and lost profit of the Client.
9. Unless stated otherwise herein or executed by AXSE without due diligence or inconsistently with the orders of Client, Client has full responsibility of any Transaction Order, other instruction or disposition executed within Client Account.
10. Client is able to place to the Trading System only Transaction Orders, which are allowed by AXSE. Such Transaction Orders include, but are not limited to, stop orders, limit orders or contingency orders. The current offer of Transaction Orders allowed by AXSE can be changed by AXSE without any notice to Client.
11. Any single Transaction Order may refer only to buying or selling of one particular Financial Instrument.
12. In order to achieve validity, any Transaction Order shall contain at least name of Client and identification of Client Account, type of Financial Instrument, date and time of placement of order, volume of Financial Instrument, type and number of orders. A valid Transaction Order can only be modified before its execution, unless stated otherwise herein.
13. Client hereby acknowledges that any Transaction Order shall be executed only when Client has sufficient amount of funds on Client Account to establish Transaction Margin, otherwise the Transaction Order will be rejected.
14. Any Position Closing shall result in the termination of all rights and obligations arising from such previously open position, unless stated otherwise herein. Financial result of Position Closing is settled by AXSE on the day of closing.

X. Charges

1. The provision of Services is subject to the payment of costs, fees, commissions, swaps, dividends, daily funding for CFDs, or other charges to the Company (the "Costs"), which are set out in the Contract Specifications in the Platform and/or on the AXSE's Website. In addition to Costs, other commissions and charges may be due by the Client directly to third parties. The Client shall be obliged to pay all such costs and all such costs will be deducted from Client Account.
2. Clients have an option to choose from various types of the trading accounts that are specified on the AXSE's Website.
 - a) Standard account - spreads from 1.0 pips without any additional commission or fee charged

- b) RAW account - spreads from 0.0 pips, with a commission of \$10 / round-turned lot
3. In addition, clients may choose from the following account types as well:
- a) Referral account 1 - spreads from 1.6 pips without any additional commission or fee charged.
 - b) Referral account 2 - spreads from 2.1 pips without any additional commission or fee charged.
 - c) Referral account 3 - spreads from 3.1 pips without any additional commission or fee charged
 - d) VIP RAW account – same as RAW account, but with a discounted commission of \$6 / round-turned lot.
 - e) Fixed fee VIP RAW account – same as RAW account, but with a discounted commission of \$2 / round-turned and with the fixed monthly fee of EUR 2,000 charged from the particular trading account on the 1st day of each month by the Company.
4. AXSE has the right to change such any fees & charges, add or revoke new fees & charges upon written notice to the Client, while such notice shall be sent to the Client at least one week before the change to the charges is applied for the first time.
5. For any Transaction Order or other act made by Client, from which charges might arise, the amount charged to the Client shall be counted accordingly to the relevant list of charges, which was valid at the time of entering Transaction Order or other act, from which the charges might arise.
6. Data feed charge: AXSE reserves the right to levy a reasonable charge to reflect Company's costs in making real time prices available to Client on their Account if Client repeatedly access their Account over an extended period without placing any Orders and executing trades on the Account.
7. Benefits – Dividends. An adjustment to Client's Account may be made in respect of a dividend or distribution attributable to any specific Financial Instrument and shall be calculated by the Company, based on: the size of the dividend, the size of Client's position, taxation and whether it is a buy or a sell trade. Such adjustments are made on as timely basis as possible, however, as the Company is dependent upon notification or settlement from an external third party, the Company shall not be liable for the consequences of any delayed adjustments. Please also note that any such charges the Company may elect to remove from Client's account immediately when they come into effect provided that the Company knows such amount of charge from a third party.
8. Swaps are calculated with the basis of the interbank market price. Commissions and charges may be due by the Client directly to third parties.

9. Any open Transaction held by the Client at the end of the trading day of the Exchange on which the Financial Instrument is traded or over the weekend when the relevant Exchange is closed, shall automatically be rolled over to the next business day to avoid an automatic close and settlement of the Transaction. The Client acknowledges that when rolling such Transactions to the next business day, a Swap fee will be either added or subtracted from the Client's Account with respect to such Transaction. In deciding whether to open a Transaction for a specific Instrument, The Client acknowledges that they are aware of these fees and they authorize the Company to add or subtract the relevant fees to or from their Client's Account.
10. Certain types of Costs may appear as a percentage of the value of the CFD, therefore the Client has the responsibility to understand how Costs are calculated.
11. When providing a Service to a Client, the Company may pay or receive fees, commissions or other non-monetary benefits from third parties or Introducers to the extent permissible under Applicable Regulations.
12. Details of any taxes which the Company is required to pay on the Client's behalf will be stated on confirmations issued to the Client. The Client may also be liable for other taxes which are not collected by the Company and the Client should seek independent expert advice if he is in any doubt as to whether he may incur any further tax liabilities. Tax laws are subject to change from time to time.
13. The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.
14. The Client undertakes to pay all stamp duties and other expenses relating to the Contract and any documentation which may be required for the carrying out of the transactions under the Contract.
15. The Company is entitled, without prior notice to the Client, to affect any currency conversions which it deems necessary or desirable in order to make a deposit into the Client Account in the Currency of the Client Account or comply with its obligations or exercise its rights under the Contract or complete any specific Transaction or Order. Any such conversion shall be made by the Company at reasonable exchange rates as the company shall select, having regards to the prevailing rates.
16. The Client will bear all foreign currency exchange risk arising from any Transaction or the exercise by the Company of its rights under the The Contract or any law.

XI. Advice

1. The Company will not advise the Client about the merits of a particular Transaction or give him any form of investment advice and the Client acknowledges that the Services do not include the provision of investment advice in Financial Instruments including CFDs or the underlying markets.
2. The Client alone will enter into Transactions and will take relevant decisions based on his own judgement. In asking the Company to enter into any Transaction, the Client represents that he has been solely responsible for making his own independent appraisal and investigation into the risks of the Transaction. He represents that he has sufficient knowledge, market sophistication, professional advice and experience to make his own evaluation of the merits and risks of any Transaction. The Company gives no warranty as to the suitability of the products traded under the Contract and assumes no fiduciary duty in its relations with the Client. The Company will not be under any duty to provide the Client with any legal, tax or other advice relating to any Transaction. The Client may wish to seek independent advice before entering into a Transaction.

XII. Market Commentary

1. The Company may, from time to time and at its discretion, provide the Client, or in newsletters which it may post on AXSE Website, or provide to subscribers via AXSE Website or otherwise, with information, news, market commentary or other information but not as a service. Where it does so:
 - a) the Company will not be responsible for such information;
 - b) the Company gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related Transaction;
 - c) this information is provided solely to enable the Client to make his own investment decisions and does not amount to investment advice or unsolicited financial promotions to the Client;
 - d) if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons;
 - e) the Client accepts that prior to despatch, the Company may have acted upon it itself to make use of the information on which it is based. The Company does not make representations as to the time of receipt by the Client and cannot guarantee that he will receive such information at the same time as other clients.

2. It is understood that market commentary, news, or other information provided or made available by the Company are subject to change and may be withdrawn at any time without notice.

XIII. Personal Data, Confidentiality, Recording of Telephone Calls and Records

1. For the purpose of providing the Services to the Client the Company may collect Client information directly from the Client (in his completed Application Form or otherwise) or from other persons including, for example, credit reference agencies, fraud prevention agencies and the providers of public registers. For further details please see the Company's Privacy Policy available at AXSE's Website.

2. Telephone conversations between the Client and the Company may be recorded and recordings will be the sole property of the Company. The Client accepts such recordings as conclusive evidence of the Orders/Instructions/Requests or conversations so recorded.

3. Telephone or electronic communications will be recorded even if these do not result in the conclusion of a transaction and the Client has the right to request such records.

4. The Client accepts that the Company may, for the purpose of administering the terms of the Contract, from time to time, make direct contact with the Client by telephone, fax, or otherwise.

5. Under Applicable Regulations, the Company will keep records containing Client personal data, trading information, account opening documents, communications and anything else which relates to the Client for at least five years after termination of the Client Agreement.

6. By entering into the Contract, the Client consents that the Clients' personal data will be transferred outside the European Economic Area, in accordance with the provisions of the GDPR.

7. Without limiting the foregoing, the Client acknowledges that the Company, is required to comply with the Agreement between the Government of the United States of America and the Government of the Republic of Seychelles to Improve International Tax Compliance and to Implement FATCA and has taken all reasonable steps to be in compliance with FATCA. The Client further acknowledges that the Company, as an FFI, is required to disclose information in relation to any US reportable persons to the relevant authorities, as per the reporting requirements of FATCA, and agrees to such disclosure. For further details see the Data sharing under FATCA and CRS regulations available at AXSE's Website.

XIV. Decisions of Authorities or Courts

1. The Client hereby acknowledges that AXSE shall follow and duly fulfil any and all requirements of relevant financial and other authorities or courts and perform any obligations

imposed on AXSE during the period of performance of its business activities. In case when such requirements or obligations are not consistent with provisions of the Contract, the requirements and obligations imposed by authorities shall prevail and come first with no exceptions.

2. In case AXSE acts inconsistently with the provisions of the Contract as a consequence of situation described in point 1. of this Article, such acts are not considered to be a breach of Contract and there is no responsibility arising on the side of AXSE for any damage or loss caused to the Client.

3. Upon request of a relevant financial authority AXSE may disable Client's Account immediately and without any prior notice.

XV. Closing of Client Account

1. Legitimate reasons for closing of Client Account include, but are not limited to:

- a) Request by Client;
- b) Obligation imposed by authority as described in Article XIV. of this document;
- c) Suspicious activity on Client Account in respect of identification of Client, origin of funds deposited on Client Account or other matter concerning AXSE's AML Policy;
- d) Reasonable suspicion of any breach of the Contract made from the side of Client;
- e) Reasonable suspicion of any violation of applicable law, rule or regulation made from the side of Client;
- f) Inactivity of Client Account for at least three months;
- g) Substantial burdening of Platform by entering a very high amount of Transaction Orders from the side of Client.

2. AXSE is obliged to explain to Client the reason of closing the account anytime upon request. The Client hereby acknowledges that AXSE has the full right to disable Client Account anytime without prior notice to Client and at AXSE's sole discretion.

XVI. Termination of Contract

1. Upon an effective termination of the Contract all amounts to be paid by the Client become due and payable, such as (but without limitation):

- a) All outstanding fees, commissions and charges;

- b) Any expenses arising from the termination of Contract or Closing Position;
- c) Any other losses or expenses arising from the Contract.
- d) Any dealing expenses incurred by terminating the Contract and charges incurred for transferring the Client's investments to another investment firm.
- e) Any losses and expenses realised in closing out any Transactions or settling or concluding outstanding obligations incurred by the Company on the Client's behalf.
- f) Any charges and additional expenses incurred or to be incurred by the Company as a result of the termination of the Contract.
- g) Any damages which arose during the arrangement or settlement of pending obligations.
- h) Transfer fees for Client funds.
- i) Any other pending obligations of the Client under the Contract.

2. The client hereby acknowledges that termination of Contract shall not affect any Transaction previously entered into by Client and shall not relieve any of the parties from any obligation arising out of the Contract and already existing at the time of effective termination of Contract. AXSE shall have the right to cancel, unwind or relief the Contractual Parties from any transaction which is based on a breach of Contract or the applicable law.

3. The Client can terminate the Contract with a 1-week (one week) written notice, while such period is initiated at the moment such notice is effectively delivered to the Company. The Company can terminate the Contract with a 2-days two days)) written notice, while such period is initiated at the moment such notice is effectively delivered to the Client.

4. Upon agreement of both parties, the Contract may also be terminated with immediate effect or within a different period than the one stated in point 3. of this Article.

5. In case of termination of the Contract in accordance with the point 3. and 4. of this Article by the Client, such termination may occur only if there are no open positions on the Client Account. Otherwise, AXSE shall close all open positions on Client Account at the moment the termination of Contract comes into effect.

6. AXSE has the right to terminate the Contract with immediate effect in case the Client is in breach of any of the provisions of the Contract, in case any statements or representations, provided by Client, are found to be false, untrue or misleading during the effect of the Contract or whenever a Conflict of Interests arises.

7. In case of death of Client - individual or in the event of liquidation or insolvency of Client - entity, the Contract shall terminate automatically on the next business day after the receipt of an official evidence of the fact above by AXSE.
8. AXSE has the right to terminate the Contract with immediate effect if the country of Client's residence appears on Financial Action Task Force sanction list.

XVII. Default

1. Each of the following constitutes an "Event of Default":
 - i. the failure of the Client to provide any Initial Margin and/or Hedged Margin, or other amount
 - ii. due under the Contract;
 - iii. the failure of the Client to perform any obligation due to the Company;
 - iv. If an application is made in respect of the Client pursuant to the Bankruptcy Laws of Seychelles or any equivalent act in another Jurisdiction (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;
 - v. where any representation or warranty made by the Client is/or becomes untrue;
 - vi. the Client is unable to pay the Client's debts when they fall due;
 - vii. the Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;
 - viii. any other circumstance where the Company reasonably believes that it is necessary or desirable to take any action set out in the following paragraph;
 - ix. the Client involves the Company in any type of fraud or illegality;
 - x. an action set out in the following paragraph is required by a competent regulatory authority or body or court;
 - xi. in cases of material violation by the Client of the requirements established by legislation of the Seychelles or other countries, such materiality determined in good faith by the Company;

- xii. if the Company suspects that the Client is engaged into money laundering activities or terrorist financing or other criminal activities.
2. If an Event of Default occurs the Company may, at its absolute discretion, at any time and without prior Written Notice, take one or more of the following actions:
- i. terminate the Contract without notice which will give the Company the right to perform any or all of the actions of Section “Termination of the Contract”;
 - ii. combine any Client Accounts of the Client, consolidate the balances in such Client Accounts
 - iii. and to setoff those balances;
 - iv. close the Client Account;
 - v. cease to grant the Client access to the AXSE Brokerage Ltd Trading Platform;
 - vi. convert any currency;
 - vii. suspend or freeze or close any open positions or reject Contracts;
 - viii. refuse to accept Contracts;
 - ix. refuse to open new Client Accounts for the Client.

XVIII. Risk Acknowledgement

1. Client acknowledges and understands that trading and investment on foreign exchange is highly speculative, involves an extreme degree of risk, and is generally appropriate only for persons who can assume risk of loss in excess of their margin deposit. For further details see Order Execution Policy available at AXSE’s Website.
2. Client further understands that because of the low Transaction Margin and high Leverage normally available in foreign currency trading, price changes in foreign currency Contracts may result in significant losses. Such losses may substantially exceed Client’s investment and Transaction Margin deposit. Any profit or loss arising as a result of a fluctuation in the exchange rate affecting trading Currency will be entirely at the Client account and risk.
3. Client warrants that the Client is willing and able, financially and otherwise, to assume the risk of foreign currency trading, and in consideration of AXSE carrying Client Account, Client agrees not to hold AXSE and its Technology Providers responsible for losses incurred through following its trading recommendations or suggestions or those of its employees, agents or representatives.

4. Client hereby acknowledges that any guarantee of profit or loss clearing cannot be given and it is impossible to predict performance in foreign currency trading. Client acknowledges that he has received no such guarantees from AXSE or from any of its employees, representatives or any Introducing Partner and has not entered into this Contract in consideration of any such guarantees or similar representations.
5. All transactions effected for Client Account and all fluctuations in the market prices of the Contracts carried in Client Account are at Client's risk, and Client shall be solely liable therefore under all circumstances. Should Client's account end in debit, Client warrants that the Client will pay AXSE the amount due.
6. AXSE shall not be held responsible for any delays or partial or total failures in any online (electronic) trading platforms or any communications facility or other causes beyond AXSE's reasonable direct control.
7. The Client understands and recognizes that the transactions to be conducted pursuant to this Contract are not conducted on a regulated market or exchange.

XIX. Indemnification

1. The Client agrees to defend, indemnify and hold AXSE, its Technology Providers, affiliates, and their respective employees, agents, successors and assigns harmless from and against any and all liabilities, losses, damages, costs and expenses, including attorney's fees and other legal expenses, incurred by AXSE arising out of the following:
 - a) Client's failure to perform his obligations in full arising out of the Contract properly and on time;
 - b) in case that any of the representations and warranties made by Client herein or at any time are found to be untrue or incorrect;
 - c) violation by Client of any applicable law, rule or regulation;
 - d) gross negligence or any willful misconduct by Client.
2. Unless expressly stated herein, Client also agrees to pay all damages, costs and expenses, including attorney's fees, incurred by AXSE in the enforcement of any of the provisions of the Contract or any other agreements concluded between AXSE and Client and any Transaction executed based on the Contract, to AXSE without delay. The Client's obligation under the sentence above arises out of the incurrence of mentioned costs.
3. The Company will not be held liable for any loss or damage or expense or loss incurred by the Client in relation to, or directly or indirectly arising from but not limited to:
 - a) any error or failure in the operation of the Company Online Trading System;

- b) any delay caused by the Client Trading System;
- c) Transactions made via the Client Trading System;
- d) any failure by the Company to perform any of its obligations under the Contract as a result of Force Majeure Event or any other cause beyond its control;
- e) the acts, omissions or negligence of any third party;
- f) any person obtaining the Client's Access Data that the Company has issued to the Client prior to the Client's reporting to the Company of the misuse of his Access Data;
- g) all Orders given through and under the Client's Access Data;
- h) unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;
- i) a delay transmitting any Order for Execution;
- j) currency risk;
- k) slippage;
- l) any of the risks relating to CFDs trading materialises;
- m) any changes in the rates of tax;
- n) any actions or representations of the Introducer;
- o) the Client relying on Trailing Stop and/or Expert Advisor;
- p) the Client relying in stop loss or stop limit orders.

4. If the Company incurs any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of the Contract and/or in relation to the provision of the Services and/or in relation to any Order it is understood that the Company bears no responsibility whatsoever and it is the Client's responsibility to indemnify the Company for such action.

5. The Company shall under no circumstances be liable to the Client for any consequential, special or indirect losses, damages, loss of profits, loss of opportunity, including in relation to subsequent market movements, costs or expenses the Client may suffer in relation to the Contract.

XX. Introducer

1. In cases where the Client is introduced to the Company through an Introducer, the Client acknowledges that the Company is not responsible or accountable or to be held liable for the conduct, representations or inducements of the Introducer and the Company is not bound by any separate agreements entered into between the Client and the Introducer.
2. In case the Introducer is rewarded for introducing a new client to a Company he is always paid from the Company's funds and the client will not incur any additional fees.
3. The Company has in place robust controls for the effective oversight of Introducers that may provide information to Company's prospect Clients, aiming to ensure at all times that such information does not impair Company's obligation to act in the best interests of the Client, the Company does not endorse or vouch for the services provided by the Introducers.
4. The Company provides risk disclosure information to all new Clients when they open an account. Client should read that information carefully and should not rely on any on information to the contrary from any other source, including Introducer. If Introducer or any other third party provides Client with information or advice regarding any of the services provided by the Company, including, without limitations, by courses, programs, research or written or oral recommendations, the Company shall not be held responsible for any loss to Client resulting from Clients use of such information or advice.

XXI. Data protection

1. AXSE is committed to protect all personal information of the client, which it becomes aware of in connection with the business cooperation between the client and AXSE. In this respect, AXSE is governed by applicable laws, business practices and good manners.
2. This is not in conflict with the provisions of Article XVII point 1 if client's e-mail address is provided by AXSE to relevant Introducer to ensure fast communication.
3. AXSE collects personal and non-personal information about the client for business and marketing purposes. Such information shall be shared with affiliates and business partners to transact business effectively and the Client gives AXSE express permission to do so.

XXII. Intellectual Property

1. All the rights, including the intellectual property rights ,i.e., patents, copyright, trademarks, service marks, logos, trade names, know-how or any other intellectual property right, concerning the AXSE's Website, and all of its content ,including, but not limited to programs, files, video, audio, pictures, graphics, pictures, text and software, and/or Services (collectively the "Rights"), are and shall remain the sole and exclusive property of the Company and/or any of its licensors.

The Client may not use any of the Rights without the express prior written approval of the Company, except pursuant to the Contract, and the Client shall not, by using the Services or otherwise, acquire any rights in any of the Rights. Without derogating from the above, the Client is strictly prohibited from:

- i. copying, redistributing, publishing, reverse engineering, decompiling, disassembling, modifying, translating or making any attempt to access the source code of the Services and/or the Site to create derivate works of the source code;
- ii. selling, assigning, licensing, sublicensing, transferring, distributing the Services, and
- iii. making the Services and/or the AXSE's Website available to any third party.

2. Without derogating from the relevant provisions of the Contract, the Trading System is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Trading System is licensed, not sold, in the form of a revocable, non-exclusive, non-transferable, non-sublicensable license to use the Trading System strictly in accordance with these terms, including the warranty disclaimers, and the limitations of liability.

3. Without derogating from the provisions of the Contract, all ownership, title and intellectual property rights in and to the Trading System, including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Trading System,, are owned by its licensor. The Client may not modify the Trading System and/or any copyright or trademark included in the Trading System.

4. Without derogating from the provisions of the Contract, the Client may not sell, rent, lease or lend the Trading System. The Client may not copy, reverse engineer, decompile, or disassemble the Trading System. The Trading System is licensed as a single product and its component parts may not be separated. Without prejudice to any other rights of the licensor, failure to comply with these terms or violation of these terms may result in suspension or deactivation of Client's use of the Trading System with or without notice.

XXIII. Jurisdiction and Governing Law

1. An applicable substantive law to any dispute, controversy or claim arising out of or relating Investment Services in relation to Financial Instruments shall be governed by the laws of Republic of Seychelles

2. All disputes arising out of or in connection with the actual Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Wien.

XXIV. Representations and Guarantees

Apart from other representations made by Client herein, the Client further represents and warrants that:

1. the Client is an individual, of sound mind, legal age and of full legal capacity to enter into the Contract;
2. the Client is a legal person, it is duly organized, constituted and validly existing under the applicable laws of the jurisdiction in which the Client is constituted and each individual dealing with AXSE in any matter concerning the Contract is duly authorized by the Client;
3. the Contract and its execution shall not violate any law, regulation, by-law or policy applicable to the Client or be inconsistent therewith;
4. any information, documents or data provided by the Client while entering into Contract and any time during the validity and effectiveness of the Contract are accurate, truthful and not misleading in any formal or material respect;
5. Client is willing and financially able to sustain any loss of funds resulting from Transactions and any services provided under the Contract, unless such loss is caused by violation of applicable law or provisions of the Contract, gross negligence or willful misconduct from the side of AXSE;
6. Client is a sole beneficial owner of all funds transferred under the Contract and that such funds do not derive directly or indirectly from any criminal activity under the applicable laws. The Client has not granted and will not grant any security interest in Client Account with AXSE to any person except AXSE without prior written consent of AXSE.
7. Before the conclusion of the Contract, the Client hereby represents that they has read carefully and fully agreed not only with the Contract and documents forming an integral part of it, but also other documents relevant for the performance of obligation under the contract including, but not limited to AXSE's AML Policy statement, list of contacts, risk disclaimer or current trading conditions. All of the documents can be accessed through the AXSE's Website.
8. Before the conclusion of the Contract, the Client had the opportunity to conduct simulated trading using AXSE's demo trading Platform for a period that has allowed the Client to develop a full understanding of the Trading System and principles of trading.

XXV. Market Data

1. The Client hereby represents and warrants to AXSE that:
 - a) they will limit their use of Market Data solely for the Internal Use (as defined below) of Client. "Internal Use" shall mean access to and use of Market Data for

performance of research and analysis, preparation of hardcopy research documents and reports and for other data processing use, analysis and distribution to the Client (if an individual) or within Client's own organization (if an entity) but not for redistribution of, or the provision of access to, Market Data to any third-party including but not limited to any clients or customers of Client or to any other non- Client persons or entities. If an entity, Client shall advise each of its employees having access to Market Data of the proprietary nature of Market Data and shall direct such employees to treat such information pursuant to the terms of the Contract. Client shall avoid any disclosure of Market Data provided by AXSE to any other Person;

- b) Client shall display Market Data only in within protected environment; moreover, the Client entered into all necessary license and other agreements or arrangements with all third- party providers relating to use, display and/or redistribution, as applicable, of the Market Data, and agrees that he/she shall maintain all such licenses, agreements and arrangements in full force and effect for so long as it receives the Market Data pursuant to the Contract.

XXVI. Technical Issues

1. AXSE bears no responsibility for any loss that arises as a result of a system failure, including but not limited to:

- a) hardware or software failure, malfunction or misuse either on the client's side or AXSE's or both;
- b) poor or no internet connection either on the client's side or the AXSE's or both; incorrect settings in client Trading System; and
- c) delayed updates of client Trading System.

XXVII. Pending/Rejected Deposits.

1. AXSE shall inform its client about pending deposit, received, but not credited to trading account yet, within 1 Business Day, if there are not issues, such as suspicious transaction, owner etc., that would result in deeper compliance assessment.

2. Client shall provide relevant proof of deposit to AXSE, if requested by AXSE.

3. In the event of not resolving the pending deposit in 20 calendar days pursuant to point 1, such funds shall be returned to sender.

XXVIII. Final Provisions

1. In the event any complaints or claims against AXSE arise to the Client, such complaints or claims must be submitted to any of authorized employees of AXSE in the following forms:
 - a. by mail,
 - b. by telephone,
 - c. by e-mail,
 - d. in writing, or
 - e. verbally, both delivered personally.and no later than three calendar days in case the claim or complaint concerns a Transaction or Transaction Order, and as soon as possible. For further details see Complaint Handling Policy available at AXSE's Website.
2. Both parties hereby agree that the Contract and this document can only be amended in writing. This rule shall not apply to situations described in Article II., point 4 of these T&C.
3. Unless stated otherwise herein, oral amendments, agreements or instructions or Transaction Orders shall not be recognized or enforceable.
4. Client understands, acknowledges and agrees that AXSE may amend or change the Contract at any time. To meet the requirement of a written form, AXSE shall provide notice to Client of any such amendment or change by sending an email message to Client or by changing it on AXSE's Website. Client agrees to be bound by the terms of any such amendment or change.
5. In cases of force majeure, i. e. in situations beyond the control or influence of one of the parties and provably prevent such party from fulfilling obligations under the Contract, such party takes no responsibility for difficulties or losses of the other party arising from the situation of force majeure.
6. There is the possibility that certain ways of trading are capable to incur damage, unjust enrichment etc. at expense of AXSE. Such situations could be caused by willful usage of technical errors or defects, shuffling ways of trading, churning, unfair competitive practices etc. Similar situations, but not limited to, could arise in cases when any method of trading is practiced in disproportionate or aggressive way (for example in the use of a high-frequency trading and/or latency arbitrage). The above trading strategies are considered as abusive to AXSE and remain prohibited. AXSE hereby reserves the right to withhold

performance of contractual obligations (including payment of fees etc.) in the case where any abusive trading is detected. It is in the sole discretion of AXSE to determine the occurrence of abusive trading.

7. Any invalid or unenforceable provision of the Contract shall not affect any other provision hereunder and the remainder of the Contract shall be valid and enforceable to full extent permitted by law and the valid provisions of the Contract.
8. If any provision of the Contract is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the court may modify or amend such provision to allow its enforcement to the maximum extent permitted under the law. In case of inconsistency between the provisions of Terms and Conditions and other parts of the Contract, the Terms and Conditions shall prevail.
9. The articles, points, article titles and headings contained in this Contract are inserted as matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Contract or any of its provisions.
10. After reading the Contract, the Parties proclaim and agree that they understand the Contract and its provision, that this Contract represents a true expression of their free, open, serious and error-free will; and that is based on true facts known to the parties at the date of conclusion of this Contract.