

## Trade12 BINARY OPTIONS AGREEMENT.

This Agreement exists between Global Fin Services Ltd. (referred as “the Company” ) and the Client. UK Company Global Fin Services Limited (Reg. No: 09836699) operation address Tomimae 5, Tallinn 10145, Estonia. The Company provides online financial services to the Client (the “Company’s Services”) subject to these Services Agreement (the “Agreement”), which must be carefully read by the Client in its entirety prior to his use of the Company’s Services. Please take note that this Agreement establishes a legal, binding agreement between the Client and the Company.

### ARTICLE I. GENERAL PROVISIONS

#### Section 1. The Agreement

- a. The Client must read the content of this Agreement and has to accept and abide all the terms and conditions written without any form of alteration. By signing in, the Agreement, the Client is bound by the conditions indicated. The Client is granted with full access to the website by agreeing and following all of the terms and conditions of the Agreement.
- b. The Client has to inform the Company in case he/she disagrees with the content of this Agreement or if the Client fails to use the website or the platform of the Company after successfully complying with the rules and regulations. The Client is advised to contact the Company as soon as possible if problems occur in the registration process.
- c. Any questions regarding the Agreement should be relayed to the Company immediately by the Client or may contact the Customer Support to be addressed accordingly. The Client may communicate with the Company through e-mail, fax and telephone and vice versa.
- d. The Company and the Client are only bounded by the Agreement and the obligations and liabilities thereof. The conditions written on the Agreement will take effect upon acceptance of the Client of the information that the trading account has been opened for him/her.
- e. The Company is not accountable in any way to any persons if in case any provision in this Agreement is found to be invalid, the other provisions will remain and will be kept valid for operation.
- f. The Company may conduct any form of amendment regarding the terms and conditions written in this Agreement whenever necessary and should inform the Client with the changes made. If the Client disagrees with the posted modifications he/she is forbidden to use declare his/her concerns in the website; the Client must submit a formal declaration of disagreement through a written document to be addressed to the Company.
- g. The Company holds the right to assign the Agreement of any rights and/or obligations written within even without the consent of the Client.
- h. The term of the Agreement shall be absolute; however, the Company may terminate the Agreement and shall notify the Client. Once the Agreement has been terminated, the Client is forbidden to make further transactions using the account on the website.
- i. In any case, the Client access or use other websites, violated any of the terms and conditions agreed upon in this Agreement or breach of any of the laws or regulations, the Company is not



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liable for all the claims, damages, losses and expenses in any way connected with.

j. In case a conflict arises between the Company and the Client, both agree to clarify the issue with fairness and shall act in accordance with the rules and regulations.

k. The Company is not responsible with the loss resulted from the changes of tax, negligence of the Client, the reliance of the Client with Stop Loss Orders, Trailing Stop and Expert Advisor and Client's failure to meet deadline or standard set by the Company accordingly.

l. The Client understands that he/she is not an employee of any underlying market and shall act as a principal and not a representative of somebody else's. In some reasonable cases the Company may allow the Client to use a representative in closing and/or opening a transaction provided the Client submits authorization documents.

m. In case the Client failed to meet the obligation included in the Agreement, incapable of paying debts, and or in the worst case found psychologically challenged or dies, the company considers the mentioned instances as event of default and terminates the account of the Client with or without notice.

n. The Client must be responsible in monitoring his/her positions all the time and the amount deposited in his/her account. The Client must honor the expiration times and dates of the underlying assets traded on the Trading Platform of the Company.

## **Section 2. Termination of Agreement and Trading Account**

a) The Company has the sole right to close the trading account of the Client and all the Client's open positions upon the termination of the Agreement. Likewise, the Company may covert any currency of the respective trading account and combine all the client accounts (if he/she has two or more) to fix the outstanding balance in the Client Accounts.

b) The Company has the right to terminate the Agreement; however, it must send a written notice to the Client. The termination is effective after seven business days. Likewise, the Client must submit a written notice if he/she wishes to terminate the Agreement and shall take effect after seven business days.

c) At the time the termination of Agreement took effect the Client must close all his/her open positions. In addition to, the Company shall refuse to take Orders from the Client and must stop all the access of the Client to the trading platform. The Client is prohibited to withdraw money from the trading account as well.

d) In the event the Company found the Client performs abusive trading, the Company, without prior notice to the Client, may cancel any open positions, reject an order or restrict the Client's trading activity.

e) Any form of attempts in placing a trade outside the Company's website is seen as a breach of terms and contract. All the profit generated from such transactions will make the account null and void.

f) In case the Client is found and proven to be using any robots, spiders, or other automated data entry systems, his/her account will be closed immediately without any prior notice.



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g) The Company may cancel the entire unused bonus in the event the account of the Client has been inactive or dormant.

### **Section 3.Introducer**

The Client understands that if he/she decides to make use of an introducer, the Company is not held responsible in any form of misrepresentations and the loss within. The Client knows the risks and costs involved in his/her association with the introducer, thus, the Company may charge the Client with the fees involved in his/her affiliation with the introducer. The third person who performs marketing strategies and other related marketing duties for the Company is referred as the Introducer.

## **ARTICLE II. INFORMATION**

### **Section 1. Intellectual property**

- a) The Company owns all the content, logos, icons, trade names, service marks and trademarks, and are protected by the copyright laws and international treaties and provisions.
- b) The Client is forbidden to delete or modify any copyright notices or any form of protected intellectual property rights from the materials downloaded from the website.
- c) The Client is prohibited to use any information, whether images or other materials, from the website without the written consent from the Company.
- d) The Client is not allowed to download, upload, reproduce, or distribute any materials or information protected by the intellectual and copyright law without the written consent from the Company.

### **Section 2. Verifying the documents**

- a) Verification has to be definite and binding on the Client except when the Client places his/her disagreement in a formal document effective in five Business Days. The Company may not issue the paper Account statement, but the Client may request to receive the Account statement every month or quarter through an e-mail from the customer service department.
- b) All of the transaction affirmations which are processed in the Client's Trading Account on a trading day will be available through the Client's online Account via the Company's Trading Platform when the transaction is completely processed. The Client must inform the Company for any incorrect confirmations.

### **Section 3. Requirements**

- a) The Services of the Company are ONLY available to persons above 18 and preferably 21. Minors are not qualified and prohibited to use the Services.
- b) The Company is not liable for any use of the Minors of the Services in any case or manner.
- c) The Client must have adequate knowledge and experience in financial matters or may at least capable of evaluating and understanding the risks of entering into a financial contract without full reliance on the information provided by the Company.



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d) The Client must register with the Company and provide the necessary details and or information needed by the Company. The client understands that the Company will not allow any transaction until all the requirements are incomplete and was not completely checked by the authorities from the Company.

e) The Company is not responsible in assessing the knowledge of the Client about financial contracts nor shall be responsible for any loss or damages acquired in relation to the website. The Client is responsible for any decision made in using the content of the Website

f) The Company relies on the information provided by the Client, thus, he/she must relay valid instructions in relation to the trading transactions made in the platform of the Company. The Company is not responsible in validating the information and instruction given by the Client. The Client indemnifies the Company for all the loss and damages which may arise in case he/she provides fallacious information or instructions.

g) The Client is forbidden to enter a transaction with the Company without acquiring the necessary permits from the jurisdiction the Client is resident of and make sure the trading transactions does not violate any law or ordinance accordingly.

#### **Section 4. Information accountability**

a) The Company requires the Client to submit specific identifying information once registered for the service. All the information provided by the Client must be accurate and true for these will be used in managing his/her account and to prevent any form of money laundering. The Client gives permission to the Company to use the acquired information to his or her transactions and related dealings with the Company.

b) The Client must not copy any person or entity, misrepresent any affiliation with another person, entity or association or use false information to hide the real identity for any purpose.

c) The Client is responsible to secure his/her User name and the Password for his/her account with the Company. The Client is liable for any damage caused by any act of omission which may cause inappropriate or irregular use of the account.

d) The Client who registers for a business entity must declare the authority to bind that entity to the Agreement. The Company must keep the information entrusted by the Client in accordance with the disclosures provided upon his/her registration.

e) The Company does not endorse nor guarantees the accuracy, timeliness, completeness or correct sequencing of the Financial Information but ONLY provided as a Service for convenience. However, the Company must assure the reliability of the information provided on the website.

f) The Company holds no liability for any claim, loss or damage of any kind caused by the information linked on the Company's website.

g) The Client agrees that upon signing of the Agreement, he/she shall not rely on any other statement, information, understanding of any person outside the coverage of the Agreement.

h) All the information acquired by the Company from the Client is considered to be private and confidential. However, if in any case the said information is required by a competent court or



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other regulatory authorities, the Client has the right to disclose it/them accordingly.

i) The Client information are intended and/or used in his/her transaction to the Company. The Company may use the information for marketing, statistics, research, anti-money laundering and other service purposes.

j) The Client recognizes that in some instances, the Company may provide information regarding the changes of the terms and conditions, policies, fees and other related information.

k) The Client is held responsible for any form of omission happened under his/her registration information in the website. The Client must inform the Company if he/she believes that someone has used his/her account without consent and if he/she receives a message indicative of a failure in the reception or/and Order execution including the positions and confirmations. The Company shall not be responsible towards the failure of the Client to take actions based on the mentioned complication of the Orders.

## **Section 5. Recommended links**

a) The Company may suggest link provided by the third parties, however, must not consider as an endorsement, authorization, sponsorship or affiliation of the website. The Client recognizes the risk, in using the information provided by the third parties. The Client understands that the links are provided for convenience only and the Company does not hold any responsibility for any loss or damage caused by the information.

b) In some instances, the company may provide market news and market analysis, however, the Company is not held responsible in case the Client may use the information. The said information is provided to supplement the ideas of the Client regarding the market and help him/her in making trading decisions, but are not considered as Company's own financial or investment advice.

c) The Company offers ONLY financial information obtained from the agents and partners, which includes, but not limited to the financial market data, quotes, news, analyst opinions and research reports, graphs and data, thus, are not considered as direct information from the Company.

d) The Client is responsible in taking or placing orders and in making trading decisions. The Company does not provide any form of investment advice in Financial instruments or the Underlying Markets or Assets. In addition to, the Company does not offer any legal advice as well.

## **ARTICLE III. ONLINE TRANSACTION**

### **Section 1. Guideline for Online transaction**

a) The Agreement is valid to the website and to the platform of the Company, similarly to all of the electronic content and/or software integrated in the website which provides valid information to the Clients regarding the recent exchange rate and the program facilities it offers for the execution of trading transactions in the foreign exchange market through the website of the Company, fax or phone and all other relevant content, services and features that the Company may provide.



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b) The Client is held responsible for all the trading transactions he/she entered and/or opened on the trading platform of the Company. The Client agrees that the Company is not responsible for all the losses and damages which may occur on his/her failure to comply with the settlements of the transactions under his/her full discretion.

c) The Client knows that all his/her trading transactions he/she conducted are characterized as over the counter.

d) The Client is responsible in monitoring his/her own account to ensure that it is in proper working order.

## **Section2. Transaction protocol**

a. The Company may take general instructions through the phone provided the Client's identity is fully disclosed in accordance with the needed information of the Company. The Company will transfer the orders obtained outside the trading platform on its own platform to be duly processed in compliance with the rules. All the orders which did not pass under the Company will not be affected.

b. The Company has the right to verify any needed information about the Orders/instructions made via phone. The Client understands that there might be risks, misinterpretations, or mistakes in the relay of instructions/Orders communicated via phone such technical problems and others.

c. All the Orders made via phone shall be recorded by the Company to guarantee that the terms and conditions in placing an order and all related information are carried out accordingly. The recorded information will be under the property of the Company and will be considered as an evidence of the Client's transactions and may use them for any purpose which is necessary.

d. All the Orders and instructions received by the Company from the Client can't be cancelled except only when the Company issued a written consent, which may be released at the Company's sole and complete discretion. The Company has the right to decline an Order and shall not be forced to explain the reason but it must inform the Client.

e. The Client may use a Power of Attorney to authorize a third person to on his behalf in all business relationships of the Client to the Company in cases of unstable market and technical problems. The Power of Attorney should be presented to the Company and must contain all the identification documents of the representative and all other necessary information. The Power of Attorney is valid until the expiry date indicated by the Client.

f. The Company should inform the Client for any forms of difficulty in executing Orders on Client's behalf and/or in case of volatile market conditions and illiquidity in financial instruments. The Client understands that the Company may place and process an order on Client's behalf outside a regulated market. Further to this, the Company's order execution policy is not valid if the Client issued a specific instruction. As specified, the Client's Order may be valid according to the type of Order and the time of the given Order. If the Order is made without a specified time, it will be considered valid for an indefinite period of time.

g. If the account of a Client consists of two or more persons, all the Orders and transactions made by each one of them is considered as one, thus, all of the owners of the account are held



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responsible for all the activities of one. The Company treats the said account as ONLY one.

h. The Company may limit the number of positions a Client can open at any time. Likewise, the Company has the rights to close a transaction to make sure that the position limits are retained on its proper number. The Client will be informed with the position limits of the Company. All the transaction opened by the Client shall be bound to him/her regardless of surpassing the limit prescribed by the Company.

i. The Company may withdraw the Financial Instrument from its Trading Platform, which is subject to risk and may result to drop in value. The Company holds the following rights to set control limits to the Client orders:

i. The Company may control the electronic systems and/or trading platforms to check the identity of the Client in processing the Order.

ii. The Company may control the maximum number and size of the Orders made by the Client.

j. The Client must complete all the trading transactions manually. The Company prohibits the Client to use any form of automated data entry system in completing and/or processing of his/her transaction in the platform of the Company.

k. The Client must agree with the protocol procedure implemented by the Company, however, is not liable for any unauthorized access from the third persons and/or party, and including all the information listed on the personal trading account of the Client.

### **Section 3. Online Trading Platform**

a. The Client may apply Access Codes to access the electronic system of the Company including the trading platform and perform trading activities offered by the Company.

b) The Client understands that the platform of the company is licensed to him or her and not sold.

c) The Client may trade on the trading platform of the Company through Personal Computer or any other devices connected to the Internet, thus, the Company may dismiss the access of the Client to the system of the Company to protect the interest of the Client as well as the Company if any form of anomaly is found to affect the efficiency of the Services and the website.

d) The platform remains to be accessible unless an interruption occurs which is out of the Company's control. In that case, the platform may close temporarily due to maintenance concern of the Company without informing the Client

e) Thus, the company shall not be held responsible for the damages it may cause. The Company does not ensure that the platform is free of virus or any related destructive properties due to malicious intent of others. Any loss of information or data shall not be credited to the Company.

f) The Client is liable for any unauthorized access of the other person on his/her account on the Company's website, thus, the Client is forbidden to create practice or manner where unauthorized parties use or access the trading platform of the Company. The Client must not disclose his/her the Access Codes to any other person in his/her discretion.



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- g) The Client recognizes his /her responsibility to keep the Access Codes safe and shall be responsible of all the Orders received through his/her trading account.
- h) The Client is prohibited to perform any transaction with the company using the trading platform if the jurisdiction and nor legislation of the Client's Country prohibited him/her to do so. Also, the Client is forbidden to apply or perform any commercial business using the trading platform of the Company and to download and /or save a copy of the platform of the Company.
- i) The Client must not make any form of illegal profits, take advantage the server dormancy or do any form of malpractice, time manipulation, and lag trading on his/her trading account.
- j) The Client must ensure that all of his/her communication systems are compatible with software used by the Company on its trading platform. It is the obligation of the Client to make sure all of his trading requirements are met.
- k) The Client may use software programs developed by the third parties compatible with the Company but holds the responsibility for any form of malfunction or damage on the trading account.
- l) The Company shall inform the Client in terminating his/her access in the trading platform of the website in case of the electronic systems failures and other system errors.
- m) If the Electric Service is withdrawn by any Market or the Company is asked to withdraw the facility due to Applicable Regulations concerns, the use of the Electric Service may be dismissed as soon as possible. In that effect, the Client is held responsible for all positions traded on his/her account and for all the credit card transactions processed in his/her account. If the Client fails to perform his responsibility, he/she can't blame in full respect the Company for any losses or damages, direct or indirect.
- n) The Client comprehends that the online trading platform owned by The Company is not dependent to any underlying assets, thus, the Company is not responsible to quote prices in lined with the underlying asset.

## **ARTICLE IV. PRICES AND ORDERS**

### **Section 1. Quoted prices**

The Company has the rights to quote desired prices where it (the Company) may decline a transaction or in any case a transaction automatically closes. The Client has the sole right to deal or not with the quoted prices by the Company. The Company regulates the prices based on the enclosed conditions. The price may be valid under the following conditions:

- a) The quoted prices shall be valid and may be used in dealing instruction or in any transaction and shall be used until before the indicated expiration or except when the Company decided to amend the expiration, thus, the price shall not be used after the specified date.
- b) The Client understands that the principal amount must not exceed to the maximum amount indicated by the Company and these prices, together with the maximum amounts are subject to change without any notification and to some extent may be withdrawn.
- c) The Company may end the provision of the prices and/or currency pairs or all value dates at



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any time the Company finds it necessary.

d) The Client understands that in some cases the quoted price changes from the time it is sent by the Company and the time the order of the Client is executed. The changes of prices caused by the mentioned circumstance or any unexpected market condition may be in favor or against the Client.

e) The Company does not honor any prices quoted or traded by other market makers or third parties.

f) The Client must not use the quoted prices from the Company for redistribution purposes or any other purposes. All the quoted prices shall be used for trading purposes ONLY.

The Company has the right to cancel transactions of any financial contract purchased at prices which do not match the market prices or sold with a risk level, which results in mis-pricing due to hidden programming error or any form of glitch in the website of the Company. However, the Company shall notify the Client of the cancelled transaction.

The Company has the rights to dictate the volume and limits allowed in the account of the Client. The Client understands that the price changes due to the changes of the movement of the stocks in the market.

## **Section 2. Cancellation of Orders and Services**

The Company holds the right to refuse, to execute any Order at any time for any reason at its own discretion. The Company may not give any notice or explanation to the Client. The following lists are the limitations in the cases of the Company's refusal or execution of Orders.

a) The Company may cancel the Order which for adequate reasons is part of an attempt to manipulate the market, trading on inside information, relates to money laundering activities or when it affects in any case the efficiency, reliability or the operation of the Trading Platform.

b) In case the Client does not have an adequate amount of funds deposited with the Company or in his/her bank account to purchase an Order along with the fees and commissions required to process the transaction. If the Company refuses to carry out an Order, the decision of the Company will not affect any written obligation which the Client may have the rights to the Company or which the Company may have against the Client or his/her assets.

c) The Company may refuse to execute an Order if the Order is found to be an outcome of the use of any form of inside confidential information, however, it shall not affect any obligation the Client have to the Company or any right which the Company have against the customer or his assets.

d) The Client must understand that he/she shall not give any Order or instruction to the Company without complete knowledge of it, Order or instruction.

e) The Client is liable to all of then Orders received by the Company even though he/she has signed consent for a third person.

f) The Company is not responsible for any network, communication or electricity failures when the Client places an Order. The Client may proceed into the transaction via phone; however, if



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the recording system of the phone is not operational or the quality of the line is poor, the Company holds the right to decline the Order.

g) The Company may ask all the necessary instructions and information to carry out an Order.

h) The Company is not liable for any damages the Client may experience from technical errors, malfunctions, illegal intervention in network equipment and other delays and interruptions in the execution of Orders.

i) In the event the Company suspects the Client being involved with any form of criminal activities and abusive trading, the Company has the right to close the client's position, decline the execution of orders prohibit all the trading activities on the platform of the Company and terminate the Agreement.

j) The Company may refuse or cancel the Services to anyone if legitimate reason is found to be a transaction using the website where anyone violated the regulations written into the Agreement. Additionally, in any circumstances where the Company found the activities of anyone as illegal, such as unauthorized plug-in, application, API, hack, or anything that can manipulate the pricing on the site whether intentional or not.

h) The Company has the right to cancel Services to anyone who are found to use the Services in any illegal matter.

i) The Company holds the right to cancel trades which are NOT executed through the Company's website. Trades processed through any other application are considered illegal and shall be nullified.

j) The Company shall make a list of the authorized application and may be updated without notifying the Client.

## **ARTICLE V. RESTRICTIONS AND LEGALITIES**

### **Section 1. Legal Measures**

a) The Client must recognize and understand that the laws about financial contracts differs globally and must declare that the money invested in the account do not originate any criminal or illegal activities.

b) The Client must comply with the rules, law and other regulations with regard to the use of the website and under the services of the Company.

c) The Client must understand all the legal and financial implications of the Agreement as well as the terms and agreement upon signing. Further to this, the Client must understand all the specifications of the online trading platform of the company .

d) The Client understands that all the records obtain from his/her transaction with the Company may be used against him/her in any legal purposes. The information and or record acquired are not considered produced by the computer or any electronic system but instead taken from the Client.

e) The Client is prohibited to obtain any public position or be a politically exposed person in the



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duration of the Agreement.

f) The Client shall pay the taxes related to his/her transaction with the Company and as prescribed by the jurisdiction of the country where he Client resides. The Client agrees that the Company may deduct tax in respect of his/her trading transactions with the Company, thus, the Client shall have no rights to question the deduction made by the Company.

## **Section 2. Standard Limitation**

a) The Client is prohibited to disclose, sell any information, for any purpose, to others without a consent issued by the Company as it provides the Client a limited, non-transferable and non-exclusive license to access the website.

b) The Client may only use the information from the information systems of the Company for the executions of transactions inside and within the website ONLY. Further to this, the Client must understand that he/she is prohibited to use any form of electronic communication details included in the Services of the Company or any purpose that is defamatory, threatening, intrusive another person's privacy, abusive and unlawful.

c) The Company has the right to dismiss the License of the Agreement if the Client is found to have submitted false information or if he/she fails to comply with the terms and conditions and rules and guidelines of the Services provided by the Company.

d) The Client understands that he/she will stop using the website and all the Services involved if found to be practicing arbitrage, range trading, abuse of cancel feature and other relevant cases. The Company terminates all the access of the Client to the website with or without notice, remove all the Client's information including his/her account.

e) The Company does not ensure that the trading platform is free of errors and viruses or any malicious software. The Client understands that the risks caused by internet interruptions or failures and that the Company does not have control with.

f) The Client must not conduct any transaction wherein he/she buys and sells assets simultaneously in order to attain profit from the a difference in the price.

g) If the account of the Client is inactive for four months, the Company has the sole right to close the said trading account.

h) In case the Client violated the restrictions and provisions written in this section of the Agreement, he/ she loses his/her rights to the bonus and earnings related to his/her account.

## **ARTICLE VI. PROMOTIONS AND BONUS**

### **Section 1. Promotions and Bonus Policy**

All bonuses, promotions and benefits by the Company are limited and subject to change without prior notice.

a. Any bonuses, promotions and benefits that are provided by the Company to the Client's trading account are held under the Company's terms and conditions.

b. The Client must fund an account with the Company and make the required minimum deposit.



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To be qualified to receive a bonus or promotion from the Company, the minimum deposit required for the Client to make is 250 USD/EUR/GBP or the equivalent in local currency.

c. The Company provides each bonus offer on a one-time and limited time basis.

d. Clients availing the Company's bonus must fulfill a general volume requirement of 40 times the value of the minimum deposit. Meaning, bonuses will be available for withdrawal only after trading 40 times the volume of the bonus value. Withdrawals are subject to the Client's account balance.

e. All the requirements and conditions must be accomplished before the bonus will be available for withdrawal. The Client's bonus will be available for use, either trade with, or even simply withdraw. Any form of withdrawal is not permitted from the account unless the volume requirement has been completed.

f. In the event that part or entirety of the deposit, on which the bonus is withdrawn before the bonus amount has been traded 40 times, the following shall apply:

i) The bonus shall be nullified;

ii) In the case of trading losses, all losses will be accepted by the original deposit and the remaining balance may be withdrawn, and;

iii) In the case of trading profits, the trading profits shall be nullified and the original deposit may be withdrawn.

g. Any form of manipulation, deception or violation in relation to bonuses and promotions policies will result into the nullification of the account, bonuses, promotions and/or benefits that have been provided or supposed to be provided to the specified trading account. The Company may nullify or alter any benefit, promotion or bonus without notifying its cancellation in advance.

## **Section 2. Refer a Friend**

The Company offers Refer a Friend Bonus under the following conditions:

a. The friend must be able to open a user account with the Company and must deposit at least \$250 in his/her account and must execute a trade.

b. The friend must have never used an account with the Company prior to the opening of an account.

c. The Client must have opened an account and traded with the Company with at least \$250 deposit.

d. The sum of the Bonus will be deposited in the accounts of the Friend and the Referee. Both parties are permitted to redeem the bonus only if they ( the Referee and the Friend) managed to trade the required amount.

e. Both parties can get the RF Bonus after two business days in their respective accounts provided the indicated conditions and regulations are met. The RF bonus will be issued ONCE per friend ONLY.



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f. If in any case the account of the Friend was closed or blocked before the Client is able to redeem the RF bonus, neither of the two is entitled to receive the bonus.

g. The company does not put limits on the RF bonus that a Client may receive in accordance with the prescribed conditions.

## **ARTICLE VII. FUNDS and MARGIN REQUIREMENTS**

### **Section 1. Margin Requirements**

a) The Client understands that the Margin for every underlying assets differs and must be paid in the monetary funds using the currency of the respective account.

b) In the event, the Client fails to meet the Margin requirements and payment set by the Company, his/her account will be closed without any notifications from the Company. The Margin requirements can be modified by the Company from time to time whenever needed.

c) The Client has to provide the Initial margin prescribed by the Company to be able to open a transaction for the underlying asset. The Company holds the right to amend the margin for every underlying asset whenever it is found to be necessary.

d) The Company may implement amended margin requirements to the newly made positions and to the existing ones.

e) The Client is responsible in understanding the all the aspects of margin requirements and in monitoring all of the funds he/she deposits in the trading account.

f) The Company may conduct a margin call in case there is any concern on the Client's trade history, position, traded volume and the opened transactions. Additionally, the Client may be subject to margin calls in case of a certain market conditions, and other relevant factors.

g) In case the Client receives a margin call he/she may close trades, deposit more money or open counter positions.

### **Section 2. Deposits**

a) Deposits shall be made ONLY through the methods prescribed and/or allowed by the Company. The Client may deposit funds or money using the currency of the country written on his address submitted to the Company. The Company is not responsible in converting the currencies used by the Client when making deposits.

b) As long as the account and the other related data and or information has been verified by the Company, the Client may start depositing funds and or money on his/her trading account. In case the deposited amount of the Client doesn't reach the account of the Client, he/she shall immediately inform the Company. The Company may make a bank investigation if the Client asks for it, however, he/she must understand that all the fees which may arise before, during an after the investigation will be credited back to him or her.

c) The Client understands that he/she made a mistake in the transfer of funds, the Company is not held responsible for all the losses that he/she may acquire. On the other hand, the Company shall provide a refund to the Client, if it (the Company) commits mistake any error in the



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transmittal of funds.

d) In full discretion, the Company may require a documentation from the Client on the source of the funds he/she deposits on his/her account. In case the Company finds any form of unlawful or illegal relations to the source of the funds, it may decline the transaction of the Client and may result to the closing of the account.

e) In the event, the Company receives a charge back or any form of charges from the bank or credit card transaction of the Client, it may ask for a reimbursement from the Client to be deducted from his trading account.

## **Section 2. Funds Withdrawal**

a. The Company provides the following regulations in terms of the withdrawal procedures and other related matters.

b) The finance department of the Company manages all the withdrawal transactions of the Client. The identification documents are required before opening the first trade.

c) The Client has to conduct all his deposit and withdrawal activities with the banks allowed by the Company.

d) Withdrawal via credit card is free provided the account is not subject to non-use or dormancy rules of the Company.

e) It takes 3 business days to process the submitted withdrawal request, however, for an initial deposit or total deposits less than \$5000 it is entitled for one withdrawal within 30 days, for initial deposit or total deposits more than \$5000 it is entitled for only two withdrawal within 30 days and the initial deposit or total deposits MORE than \$10,000 can have four withdrawal within 30 days.

f) All the withdrawal requests are only processed between 8 am to 3 pm from Tuesdays to Fridays. After the request has been approved, it will take five to seven days before the funds will appear on the account of the Client.

g) The Client does not allow the Client to make a withdrawal outside the Company, however, if the Client insists that he/she wants to withdraw his/her balance outside the platform, he/she must acquire the approval of the Company. In this case, the Company might set charges or fees which will be connected with the said withdrawal.

h) The Company allows a minimum withdrawal of \$100 which is based on the currency used in the account of the Client. The standard accounts are ONLY allowed to withdraw once every thirty days, regardless of the amount.

i) The withdrawal of profit will be executed if the trade volume is higher than the deposit amount. If the amount of trading is not processed, the account will be considered as fraud in any forms, thus, revoking the profit. The Company must give back the original amount to the Client, otherwise, the gains will be considered void. If in any case the profits are still in the account, the Client can withdraw the funds in accordance with the mentioned conditions provided the account has been confirmed.

j) The Company has the right to charge a non-use fee and request a withdrawal in case the



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account has been inactive and has produced less than 20 trades of \$25 before or in 3 months time.

k) If in any case an account has been inactive in any form of trading activities for 3 months, it will be charged \$25 dormant fee.

l) The funds and or money of the Client shall not be used by the Company in any course of business or any form of personal business transaction.

m) In terms of an omnibus account, the Company may hold the money and/funds of the Client and other clients in one account.

n) The Client allows the Company to deposit his/her money in an overnight deposit and to keep the interest as well.

### **Section 3. Termination Policy**

"This agreement may be terminated by the client at any time provided that at least five business days of prior notice was served and provided and that the client has no open positions and has no any amount owed to Options12.

The client may notify the Company in regards to the termination via email (cs@options12.com). The termination shall take effect immediately upon the receipt and confirmation of the Company.

Termination of this agreement shall not relieve the client and the Company of any obligations set herein. It also shall not affect the transactions delivered and agreed upon herein and furthermore will not ease the client of any accountability that may arise after the termination.

Please be advised that we do not impose fees, charges or other requirements when you send us your close account request.

Should you feel the urge of ending your partnership with us, Options12 will respect your decision. Let us give you the highest level of service up to the last minute of your membership with us."

## **ARTICLE VIII. SECURITY MEASURES**

### **Section 1. Know Your Customer Policy**

The Company operates under zero fraud policy and prevents any deceitful documents and accounts. All funds which are under fraudulent accounts will be considered null and void and the accounts shall be closed immediately.

The Company must ensure that all the data it acquires shall be secured through fraud controls and other security measures.

For the security of the transactions, the following documents are needed by the Company:

a. Valid passport with signature page (1 copy)

b. Credit cards used to deposit (1 copy each; front side with only 4 last digits visible, back side with the CVV covered)



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Utility bill with name and address (1 copy; must be recent)

## Section 2. Risk Disclosure

- a) The Client agrees that he/she can handle the probable loss of the money invested and can understand the risks involved in financial markets.
- b) The Client comprehends that he/she may not invest money he/she can't afford to lose and must have an independent financial advisor to whom he/she can get advice from especially about the risks involved in digital options trading.
- c) The Company is not obliged to open or close a transaction for an underlying asset outside the trading hours of the said underlying asset. The Client is responsible for securing the trading details of the underlying asset. The Company may close all the Transactions related to volatile underlying assets which may carry a high degree of risk.

## Section 3. Anti-Money Laundering

- a) The Company implements procedures to prevent any forms of money laundering. The Company holds the right to close a transaction, trading account and the services offered to the Client if/she declines to obey the anti-money laundering regulations prescribed by the Company.
- b) The Company does not honor the transaction executed by the Client under a false name or identity or in some case the Client who is found to be using invalid and malicious information.
- c) The Company may ask other proofs of identity from the Client to ensure the true existence of the Client. The Client understands that the Company may suspend or closed his/her trading account as long as the requirements are not met or as long as the Company is not satisfied with the information provided by the Client.
- d) All the live traders have to meet all the information needed by the Company upon the registration and before the execution of orders. It is the sole responsibility of the Client to make sure that his/her account number and registered name on the trading platform of the Company matches.
- e) All the return on investments, winnings, profit, or bonus of the Client shall be distributed ONLY to the person whose name appears on the credit/debit card used to make the deposit.



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