



TERMS AND CONDITONS

TERMS AND CONDITIONS

Please read this document carefully. It details the services which we will deliver and it sets out the obligations and rights applying between you and AGMTrade (including without limitation, AGM Group Ltd.). If there is anything in this document which you do not understand or with which you do not agree, do not use our Services.

Trading foreign exchange are complex and are not suitable for all investors. When trading forex, you should not use money that you cannot afford to lose. You should only consider trading, if you: (i) are conscious that the use of margin or leverage creates greater risks; (ii) understand that there are situations where we will be able to close out your transactions without giving you notice; (iii) have sufficient time to manage your transactions on an active basis. More detailed risk warnings are set out below.

You, as the client, are required to read and understand the [General Risk Disclosure](#) (can be found on our website) which also forms part of these Terms and Conditions. These terms and conditions as amended from time to time (the “**Terms and Conditions**”) are made between you and AGM Technology Limited and AGM Group Ltd. (as the case may be, each also trading under the name “AGMTrade” each such entity shall be referred to herein as “**Us**”, “**We**”, “**Our**” or “**AGMTrade**” as appropriate). AGMTrade is a trading name of ‘AGM Technology Limited’. The AGMTrade’ brokerage services are provided by ‘AGM Group Ltd.’, which is authorised and regulated by the **International Financial Services Commission (IFSC)** under the license number IFSC/60/448/FX/17. If have not funded your account and you are trading with AGMTrade, you will be a customer of AGMTrade, these terms and conditions shall be effective between You and AGM Technology Limited and AGM Group Ltd. Accordingly you (and any profits gained from any such trading activity) shall not benefit from the protections available to clients of regulated entities, including without limitation, all the IFSC rules, regulations and guidance (collectively, “**IFSC Rules**”), including those rules relating to clients funds, best execution policy and complaints. As of the time You fund your account, You shall become a customer of AGMTrade and shall benefit from the protections available to clients of regulated entities and accordingly these Terms and Conditions between you and AGMTrade shall be effective.

These are the entire terms and conditions that apply to the use of this websites/applications and any services provided in relation to the websites/applications including, but not limited to the use of our trading services, CopyTrading services, data collection and storage practices, downloadable material from our website, financial information published on our website/applications (either by us or by any affiliated party), electronic content, real time information about the exchange rate or price, as applicable, of some currencies, indices, commodities and tools for executing transactions in the foreign exchange market and the other markets available on our website/applications on the internet, by telephone or fax and any other features, content or services that we may add in the future (collectively the “**Services**”).

Use of the Services is subject to these Terms and Conditions. If you have any objections to the Terms and Conditions, do not use our Services. Your access to and use of the Services constitutes your acceptance of the Terms and Conditions and any other legal notices and statements contained on this

websites. Your use of the Services is governed by the version of the Terms and Conditions in effect on the date each Services is used by you. You are responsible for checking this page on our website/applications periodically in order to review the current version of the Terms and Conditions. Please feel free to contact our customer support team at cs@agmtrade.com for any clarifications before you use or continue to use any Services.

AGMTrade are proud to provide You with the ability to interact, follow and copy other traders, strategies and/or portfolios by using information and/or social trading features made available on our websites and/or trading platforms. Such social trading features include but are not limited to our community, “follow”, “copy” and/or “copytrader” traders, portfolios and/or strategies, rankings, “featured users” and/or any advanced search options etc. (collectively, “Social Trading Features”). Certain accounts, portfolios and/or strategies available and copyable on our Websites/applications are portfolios managed by AGMTrade either manually or by using certain algorithms. Such portfolios shall be specifically identified as such and shall be referred to as the “AGMTrade Portfolios”.

When using our CopyTrading services, We will provide you with investment management services. This means that transactions will automatically opened in your Account on your behalf with respect to the amount copying such portfolio once initiated by the copied account, portfolio and/or strategy. The opening of such transactions shall not require any prior consultation, consent or approval. We do not provide investment advice, nor provide any personalized investment recommendations and/or advise You on the merits of any investments. For more details with respect to our powers and responsibility, refer Section 3.3 below.

Various AGMTrade company websites, applications areas of such websites/applications and/or Services may have different terms of use posted. If there is a conflict between these Terms and Conditions and those different terms of use, the latter shall have precedence with respect to your use of such AGMTrade company website, area of such website and/or related service. If you have registered with AGMTrade, these terms and conditions of that company will apply.

Please feel free to contact our customer support team at cs@agmtrade.com for any clarifications before you use or continue to use any Service.

IMPORTANT NOTE – AGMTrade IS NOT ABLE TO ACCEPT APPLICATIONS IN THE FOLLOWING COUNTRIES: UNITED STATES OF AMERICA, BURMA, CUBA, DEMOCRATIC PEOPLE'S REPUBLIC OF NORTH KOREA, IRAN, IRAQ, SUDAN, AND SYRIA.

IF YOU ARE TRAVELLING TO ANY OF THESE COUNTRIES, YOU ACKNOWLEDGE THAT OUR SERVICES MAY BE UNAVAILABLE AND/OR BLOCKED IN SUCH COUNTRIES.

AGMTrade RESERVES THE RIGHT TO IMPOSE ADDITIONAL REQUIREMENTS OR CONDITIONS BEFORE ACCEPTING USERS RESIDING IN OR FROM SPECIFIC COUNTRIES IN ITS SOLE DISCRETION.

Electronic Signatures and Agreement(s): You acknowledge and agree that by clicking the “I agree” button or similar buttons or links as may be designated by AGMTrade to show Your approval for any foregoing texts, the use of the Services (as defined below), You are entering into a legally binding contract. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through our websites and platforms. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

CUSTOMER AGREEMENT

These Terms and Conditions describes to You in full detail the terms and conditions which You must accept without restrictions or objections before using our Services. Before You use our Services and before You become a customer of AGMTrade, You must fully understand and agree to all the terms and conditions expressly explained and/or implied hereto by reference. Notwithstanding anything to the contrary, by continuing to use our Services You are implying that You have read these Terms and Conditions and have unconditionally accepted without reservation the Terms and Conditions in their entirety.

These Terms and Conditions were published on and last updated on March 3, 2017.

1 INTERPRETATION

- 1.1 Unless inconsistent with the context, the following reading conventions apply in these Terms and Conditions and all the AGMTrade documentation:
- a) Terms that are capitalised in the text have the specific meaning set out in these Terms and Conditions. Terms in the text have the specific meaning set out in the *Appendix I: AGMTrade Glossary*.
 - b) A reference to a document or form refers to the latest version in force.
- 1.2 The following order of precedence applies within the AGMTrade Contractual Documentation:
- a) The electronic form or contract executed by customer to subscribe to AGMTrade services and products
 - b) The AGMTrade standard terms and conditions (such as these Terms and Conditions)
 - c) The AGMTrade policies/ statements (such as AML/CTF, General Risk Disclosure)
 - d) The service and/or product descriptions
 - e) Any other documentation included by reference in the AGMTrade Contractual Documentation

2 CONDITIONS OF USE FOR AGMTrade SERVICES AND PRODUCTS

Except as otherwise expressly permitted in the AGMTrade Contractual Documentation or other applicable contractual documentation of other AGM GROUP LTD., the customer must be a registered AGMTrade user or AGMTrade partner in order to subscribe to and use AGMTrade services and products. No subscription to AGMTrade services and products will be effective until finally accepted by AGMTrade. AGMTrade may set out additional conditions of use for AGMTrade services and products in the AGMTrade Contractual Documentation or, as the case may be, other applicable contractual documentation of other AGMTrade group entities.

3 SCOPE OF SERVICES

- 3.1 These Terms and Conditions covers the entire scope of the Services provided by AGMTrade (including without limitation, AGM Group Ltd. and its affiliates), including, but not limited to, the use of our website and/or applications, the use of our trading and CopyTrading Services, data collection and storage, downloadable material from our website, financial information published on our website (either by Us or any affiliated party), electronic content, real time information about the exchange rate of some currencies, tools for executing transactions in the foreign exchange market on the internet, by phone or fax and any other features, content or services that We may add in the future. These Terms and Conditions cover any form of communication between Us and You including email, telephone, fax and any other means of communication we agree.
- 3.2 The Services are offered in relation to transactions in contracts for differences where the underlying assets include foreign currency, indices, commodities and virtual assets (collectively “CFDs”). We reserve the right to modify, suspend or discontinue, temporarily or permanently, all or any part of our Services with or without notice. You agree that we will not be liable to you and to any third party (for whom you may be acting) for any modification, suspension or discontinuance of all or any part of our Services.
- 3.3 Social Trading Features and CopyTrading Services
- 3.3.1 Our Social Trading Features Services assists You in testing, evaluating and selecting your investment strategy by providing You with detailed account information, trading history and other pertinent information You should consider before selecting to copy a specific account. In doing so, You should bear in mind all aspects and factors including, but not limited to, the risk nature of the copied account and Your investment objectives.
- 3.3.2 When using our CopyTrading Services, you are agreeing to use investment management of AGMTrade. Before you can engage in copytrading, We will assess what trading strategies are suitable for you and under what conditions (the “**Suitability Assessment**”) and establish your investment profile on that basis.

-
- 3.3.3 We will update the Suitability Assessment from time to time. You confirm and acknowledge that our assessment of your use of our CopyTrading services is performed on the basis of the information and documentations provided by you, and you confirm the truthiness, correctness and completeness of such information. You acknowledge that we may rely upon such information and that you are responsible for any damages or losses which may result from any inaccuracies. You can revisit your suitability questionnaire at any time and evaluate whether there has been a change to your experience, trading objectives and/or financial situation.
- 3.3.4 We will be responsible to you for the provision of the Suitability Assessment and the CopyTrading Services. However, if you have any comments, questions or complaints in relation to those services please address them to us in accordance with Section 12 and we will ensure that they are dealt with.
- 3.3.5 We will be responsible to you for executing all instructions generated by the CopyTrading Services and reporting to you on the resulting transactions via our Websites. We do not provide investment advice, nor provide any personalized investment recommendations and/or advise You on the merits of any investments.
- 3.3.6 In making a decision to Copy a specific trader or traders, strategy and/or portfolio, You have considered your entire financial situation including financial commitments and you understand that using Social Trading Features is highly speculative and that you could sustain significant losses exceeding the amount used to copy a trader or traders. **Please note that we are unable to provide any guarantee as to the performance of any particular investment, account, portfolio or strategy.** For further information in connection with the risks associated with our Service see Section 7 below.
- 3.3.7 Without derogating from the generality of the foregoing, You have reviewed and acknowledge the Risks Associated with Social Trading Features and particularly CopyTrading Services, as more fully described herein, including but not limited to, automated trading execution whereby the opening and closing of traders will happen in your account without your manual intervention.
- 3.3.8 You hereby authorise AGMTrade to limit and/or withhold our CopyTrading Services based on your investment profile and AGMTrade's ongoing suitability assessments in accordance with its policies and procedures.
-

- 3.3.9 You further authorise AGMTrade to execute any and all transactions and/or positions undertaken by the trader, account, portfolio and/or strategy you chose to CopyTrade, include without limitation, CopyTrading, and/or stop CopyTrading another trader, account, portfolio and/or strategy and setting limits to any position (including copy position). These actions are done automatically once initiated by you and do not require any prior consultation, consent or approval of ongoing activity/copied trades. You hereby confirm that you acknowledge that at any time, upon your sole discretion, you can stop, restrict and/or limit any CopyTrading activity performed by you via our websites. You remain, at all times, solely responsible for both monitoring and selecting and assessing: (a) the suitability of the copied accounts; and (ii) the overall performance of the copied trader, account, portfolio and/or strategy.
- 3.3.10 In particular, when CopyTrading an AGMTrade Portfolio, You further authorise AGMTrade, to: (a) to copy or stop copying any trader, account, portfolio and/or strategy, at its sole and absolute discretion; (b) to open and/or close any position in any CFD available on our Websites/ applications, at its sole and absolute discretion, with or without notice to its copiers.
- 3.3.11 AGMTrade shall continue to be committed to exercising reasonable endeavors to monitor the performance of copied trader, account, portfolio and/or strategy, against parameters established by it, which may include, risk behavior, profitability, drawdown and any other parameters deemed relevant by AGMTrade and to allow and/or block any trader account, portfolio and/or strategy from being copied. In furtherance to our authorization set forth in Section 3.3.10 above, We reserve the right to pause, to copy or stop copying any trader, account, portfolio and/or strategy, at our sole and absolute discretion.

- 3.3.12 Without derogating from the generality of Section 7.5 below, the provision of Social Trading Features and/or our CopyTrading Services does not constitute investment advice on our part. You are using the Social Trading Features at your own risk and AGMTrade (including without limitation, AGM Technology Limited and AGM Group Ltd.), employees, clients and agents will not be liable for any losses that you may sustain as a result of your using of such features. Neither AGMTrade (with respect to AGMTrade Portfolios) nor any copied trader, account, portfolio and/or strategy guarantees the future performance of your Account, any specific level of performance, the success of any investment strategy or the success of our overall management of the Account. Investment strategies are subject to various market, currency, economic, political and business risks. Investment decisions may not be profitable and may result in the loss of your entire invested amount. Past performance is not a guarantee or prediction of future performance.
- 3.3.13 You should note that We and our affiliates may take the same or similar position in specific investments for our other clients and our own accounts as we do for you, or We or our affiliates or other customers may open trades in an opposite direction to You. We have no obligation to purchase or sell, or to recommend for purchase or sale in your Account, any security which we or our Affiliates may purchase or sell for our other clients and our own accounts. You should further note that we may elect to remunerate our copied traders.
- 3.3.14 To the maximum extent permissible under the applicable law, neither we nor any of our affiliates will be liable for (a) any loss arising from adhering to your written or oral instructions, (b) any loss that you may suffer by reason of any decision made or other action taken or omitted in good faith by any copied account, strategy and/or portfolio, including without limitation an AGMTrade Portfolio. Nothing in these Terms and Conditions will waive or limit any rights that you may have under any applicable laws which may not be waived or limited.

4 CUSTOMER ROLE AND RESPONSIBILITIES, REGISTRATION & ACCOUNTS

4.1 General Obligations

The customer must comply with all obligations and other mandatory instructions applicable to it in connection with its use of AGMTrade services and products, as set out in the AGMTrade Contractual Documentation or otherwise notified by AGMTrade to the customer.

In particular, the customer is responsible for providing and maintaining current, accurate and complete information as may require by AGMTrade from time to time in connection with the provision or use of AGMTrade services and products.

4.2 Agents and Community Property

4.2.1 In case that an Agent is acting on behalf of customer, AGMTrade shall require all information and documents necessary for agent's identity verification (as stated on *Section 4.3.3*, if the Agent acting as a natural person; or *Section 4.3.4*, if the Agent is a business entity) and rights of such Agent in respect for acting on behalf of customer in the following situations:

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

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

4.2.2 Situations stated above (in *Section 3.2.1*) does not liberate the customer or the Agent from obligation to provide information and documents necessary to identify and verify the identity of Client in compliance with this document.

4.2.3 In case that the rights of Agent in situations as described in *Section 4.2.1* are based on Power of Attorney, AGMTrade may in its sole discretion require the signature of customer as a principal on the Power of Attorney to be authorised by a public notary and the Power of Attorney to be apostiled and super-legalized.

4.2.4 In case that the rights of Agent in situation described in *Section 4.2.3* are based on Power of Attorney, the Power of Attorney must include:

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

-
- 4.2.5 In case that AGMTrade is entering into Agreement with a married couple having community property and acting as a Client, the following conditions apply:
- a) AGMTrade requires identifying and verifying the identity of both spouses in accordance with *Section 4.3.3*.
 - b) AGMTrade may require additional documentation proving that the provided funds, Transaction Account(s) or Transaction Debit Card(s) are part of the community property.
 - c) Each of the spouses is 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 Agreement.
 - d) Each of the spouses has generally the right to dispose the Client Account. In some cases, however, AGMTrade has the right to refuse or reject orders or proposals of one of the spouses unless consent of the other spouse is provided in writing.
 - e) While communicating with one of the spouses, the moment of effectiveness of the object of such communication applies to both spouses.

4.3 **Registration**

- 4.3.1 You acknowledge that applicable laws require financial institutions to obtain, verify, and record information identifying each person who wishes to effect trading activity via an AGMTrade account.
- 4.3.2 By accepting these Terms and Conditions, you agree to AGMTrade's verification policy.
- 4.3.3 For the purpose of executing the process of Verification, a prospective Client, if he/she is a natural person, must fulfil the following requirements within UserCenter:
- a) Choosing and entering Password for access to prospective Client Account;
 - b) Entering his/her personal information - full name, permanent residence address, nationality, date and place of birth, ID number, telephone number and email address;
 - c) Stating whether he/she is a Politically Exposed Person;
 - d) Filling in the Investment Questionnaire;
 - e) Determining the method of deposit and/or withdrawal;
 - f) Uploading photocopy of the required documents (such as Identity Card or Passport, and Bank Card) to the corresponding columns in UserCenter, which shall prove the truthfulness of personal data entered by prospective Client as described under letter *b*) above.

-
- 4.3.4 For the purpose of executing the process of Verification, a prospective Client, if he/she is a business entity must fulfil the following requirements within UserCenter:
- a) Entering Password for access to prospective Client Account;
 - b) Entering company information - name, seat address, date of incorporation, ID number, telephone number, email address and nature of business;
 - c) Entering personal data of the prospective Client's Authorised Person - full name, permanent residence address, nationality and his/her legal position;
 - d) Filling in an Investment Questionnaire;
 - e) Determining the method of deposit and/or withdrawal;
 - f) Uploading photocopy of the following documents to the corresponding columns in UserCenter, which shall prove the truthfulness of company details as described under letter *b*) and which have further been issued by public authority - proof of existence, list of Authorised Persons and list of owners together with distribution of shares.
- 4.3.5 You further acknowledge that We make efforts to prevent fraud and to confirm Your identity.
- 4.3.6 Accordingly and in order to comply with our regulatory obligation, upon our registration process or at any given time thereafter and in any event prior to commencing your trading activity, You are required to provide personally identifiable information and additional documentation required by AGMTrade for such purpose.
- 4.3.7 Without derogating from the generality of the foregoing, AGMTrade reserves the right to limit, block access to the Services and/or terminating the user account (including by closing your open positions). AGMTrade shall bear no responsibilities to the possible losses you incur upon the closure of such positions.
- 4.3.8 To the extent you have not funded your Account, you will be a customer of AGMTrade, an unregulated entity. By providing such information and/or documentation, You are confirming to Us that any information and documentation provided by You is true, accurate, updated and complete information. Additionally, You agree that You will not impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from AGMTrade for any purpose.
- 4.3.9 If You are registering as or for a business entity (company), You hereby declare that You have the authority to bind that entity to these Terms and Conditions.
- 4.3.10 We apply strict security procedures and undertake to treat the information that You provide Us with care in accordance with our [Privacy Policy](#), which can be downloaded from our website.
-

- 4.3.11 Please note that when You register with Us You will choose a user name and password that will personally identify You each time You log on to our system. Your username and password should be kept confidential at all times. It is your sole responsibility to safeguard this information. If the security of the above username and password is breached or if You suspect that they are being wrongfully used – please contact Us immediately at cs@agmtrade.com.
- 4.3.12 If we believe that there is likely to be a breach of security we may require you to change your account credentials or suspend your access to the trading platform.
- 4.3.13 We reserve the right to edit, amend or issue you with new account credentials or require a change of your account credentials at any time by giving notice to you.

4.4 **Transaction Account and Debit Card(s)**

- 4.4.1 For the purposes of financial operations concerning funds on Client Account, a register of Transaction Account(s) and Transaction Debit Card(s) is kept within UserCenter.
- 4.4.2 Any debit card or account, from which the first deposit to Client Account is successfully made, is authorised automatically as the default bank account for deposit and withdrawal transactions.
- 4.4.3 To add a new Transaction Account or Transaction Debit Card to the register in UserCenter, Client must provide documentation necessary for Verification of the account/debit card, as described in *Section 4.3.3* (for natural person) or *Section 4.3.4* (for legal entity/company).

4.5 **Eligibility**

- 4.5.1 It is a pre-condition that our Services are only used and contracts are only formed by those who are permitted to enter legally binding agreements. Therefore, if there is any reason why You would not be able to enter a legally binding agreement with Us, for whatever reason - do not use our Services. Such reasons could include, but are not limited to persons that have not yet reached a legal age of consent in a relevant jurisdiction.
- 4.5.2 Due to our internal policies, we will only provide the Services to users who fully understand the associated risks.
- 4.5.3 However, the above mentioned eligibility restrictions shall only apply in cases where the Services involve the use of real money. The above restrictions shall not apply to use of any demonstration account not associated with real money transactions.

4.6 **Identification**

- 4.6.1 **General**. We are required by law any applicable regulations to confirm and verify the identity of each person who registers on our system and opens an account with us. Therefore, you will be prompted to provide us with information when you register with us, including: (1) legal name, (2) residential address, (3) date of birth, (4) ID number/Passport Number, (5) Nationality, (6) Phone number, (7) Email address and any other personally identifiable information that we may ask for from time to time such as a copy of your identity card (or passport), a copy of your debit card (with CVV covered), a proof of addresses or other identifying documents or information. You shall notify AGMTrade in writing ASAP (within 7 business days) of any material change in the validity of, or information previously provided to Us.
- 4.6.2 If you do not provide the information within the required time frame, or provide inaccurate, incomplete or otherwise misleading We reserves the right to limit, block access to the Services and/or terminate the user account and/or to assign the user's account to one of AGMTrade's affiliates if such information is not provided.
- 4.6.3 Death or incapacity of account owner. Upon the death or incapacity of an account owner and if the legal heirs or representatives of such account owner would like to withdraw the remaining balance in the account, to the extent there is any, such legal heirs should present to us official legal documents from the applicable authorities in the relevant jurisdiction to our satisfaction, and we, in our sole discretion and upon checking such documents, shall make the decision whether to allow such withdrawal.

4.7 **Language of Terms and Conditions**

AGMTrade may elect to provide you these Terms and Conditions and/or any other documentation, information and communications ("Communications") in various languages. By accepting these Terms and Conditions (in any language) you acknowledge and accept that: (a) AGMTrade's official language is English; (b) in the event of any discrepancy or inconsistency between any Communication in English and the same in another language, the Communication in English shall exclusively prevail.

4.8 **Means of Communication**

- 4.8.1 AGMTrade reserves right to communicate with you by email, electronic chats, online discussions, telephone, fax, post, newsletters issued by us and/or any other mean of communications, whether such communication is personally addressed to you or generally addressed to all our users.

- 4.8.2 By accepting these Terms and Conditions you acknowledge and confirm that all such means of communications are deemed acceptable and any such communication so provided shall be deemed to have been received by you.
- 4.8.3 You further hereby consent to your Account information and trade confirmations being available on the internet instead of having such information delivered to you by mail or email.
- 4.8.4 You will be able to access account information through the trading platform using your Account credentials.
- 4.8.5 We will display all of your account activity and you will be able to reports of account. Posting of account information on your online account will be deemed delivery of confirmation and account statements.

4.9 **Your representative(s)**

- 4.9.1 Should you grant trading authority or control over your account to a third party whether on a discretionary or non- discretionary basis, you do so at your own risk.
- 4.9.2 Neither AGMTrade nor any of its affiliates or agents shall in any way be responsible for reviewing your choice of such third party or for making any recommendations with respect thereto.
- 4.9.3 AGMTrade does not make any representations or warranties concerning such third party and shall not be responsible for any loss to you which results from the actions of such third party.
- 4.9.4 AGMTrade reserves the right to reject the appointment of any representative or attorney authorised to act on your account and may elect to dismiss and/or reject any transactions performed by such person.

4.10 **Your Representations and Warranties**

- 4.10.1 Every time you use a Service you will be deemed to represent and warrant that:
 - a) You are at least 18 years old, or the age of legal consent for engaging in financial investment activities under the laws of any jurisdiction that applies to you;
 - b) You are not a politically exposed person and do not have any relationship (e.g., relative, associate etc.) with a person who holds or held during the last 12 months any public position. If the above statement is untrue or inaccurate with respect to you, please inform our customer support team at cs@agmtrade.com and we shall inform you if/how you may continue to use the Services;

- c) You are of sound mind and are capable of taking responsibility for your own actions;
- d) All the details that you have submitted to us or any details given to us when opening an account and/or making a deposit are accurate, up-to-date, complete and not misleading and match the name on the payment card and/or payment accounts in which you intend to deposit or receive monies from your account;
- e) You will notify us immediately of any changes to any information you have provided to us in connection with these Terms and Conditions;
- f) You understand that financial regulations, financial codes, financial ethics and contractual requirements vary worldwide and it is your responsibility to make sure that you comply with any and all local regulations, directives, restrictions and laws in your local place of residence before using the Services. You have verified and determined that your use of the Services does not violate any such laws or regulations of any jurisdiction that applies to you;
- g) You are responsible for any regulatory reporting requirements in relation to the CFDs for example disclosure of net short positions where the underlying assets are subject to short selling restrictions;
- h) All money that you use and invest through the Services does not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any relevant authority.

4.10.2 For the avoidance of doubt, representations and warranties are personal statements or assurances given by you on which we will rely when we provide the Services to you.

4.11 Limited License. Subject to the above registration and eligibility requirements and the terms and conditions set forth herein, We hereby grant You a personal license (a "License") that is non-transferable, non-exclusive and fully revocable to use our Service (including the use of our website and any associated downloadable software).

4.12 Commission, Charges and Other Costs

4.12.1 You shall pay us the commissions, spreads, charges and other costs set out on our website. We will display the current typical commissions, charges and other costs on our website. Certain instruments are offered on the basis of a variable spread. A variable spread is a spread that is not constant in value. The spread will vary according to market conditions and liquidity changes. Due to the volatile nature of these currencies, a typical spread cannot be listed on the Fees page with respect to such instruments.

4.12.2 You acknowledge that our commissions, spreads, charges and other costs presented to you when opening a trade and/or in our website/platforms are not guaranteed by Us and represent an estimation only based on market condition at the time that the trade has been opened. You further acknowledge that the prices, spreads, rolls over fees/credits charged may vary and there may be instances when market conditions cause spreads to widen beyond the typical spreads displayed on our websites.

We may vary commissions, charges and other costs from time to time and such changes in commissions, charges and other costs are displayed on our websites/platforms.

4.12.3 Subject to complying with the IFSC Rules and any other applicable regulations of any regulatory authority or investment exchange or other exchange, We will not be under any obligation to disclose to, or account to you for any profit, benefit, commission or other remuneration made or received by us by reason of any transaction or investment.

4.12.4 You acknowledge and agree that we may where applicable make payments to third parties that help initiate, conclude or maintain a business relationship between us (or our affiliates) and our clients. These payments may include rebates, commission, widened spreads and profit sharing.

4.12.5 You acknowledge that all amounts due to us shall be deducted from your cash equity as appearing in your Account.

4.13 Quotes and Transactions

4.13.1 Where relevant, we may provide quotes via the trading platform. All quotes are indicative only, are current as at the time provided or displayed, and are provided for information purposes only but do not constitute an offer by us to buy or sell any product or instrument at that price. All quotes are subject to volatility and market fluctuations.

4.13.2 We may, in its absolute discretion, but is under no obligation to, execute your requests and instructions outside of the normal trading hours specified for that particular instrument.

4.13.3 Where relevant, we specify spread for each instrument on our website. We are entitled to change spreads without prior notice to you.

4.13.4 While we take into account the underlying asset price, you acknowledge that we are under no obligation to ensure that the quotes it provides are within any specific percentage of the underlying asset price. When the underlying market or exchange is closed, quotes provided by the Company will reflect what the Company believes

to be the current bid and ask price of the relevant underlying asset price at that time. You acknowledge that quotes may be set by us in our absolute discretion.

- 4.13.5 We reserve the right to void from the outset any transaction containing or based on any Manifest Error or a price, or series of prices, which are subsequently determined to be unrepresentative of the actual market valuation of an asset/product. In the absence of our fraud or wilful default, We will not be liable to you for any loss, cost, claim, demand or expense following any Manifest Error or such erroneous quote. For such purpose, a “Manifest Error” means any error that we reasonably believe to be obvious or palpable, including without limitation, offers to execute transactions for exaggerated volumes or at manifestly incorrect market price quotes or prices at a clear loss.
- 4.13.6 Without derogating from *Section 4.13.5*, if, prior to the acceptance of your offer to open or close a transaction, we become aware that any of the factors set out in *Section 4.13.5* have not been met, We reserve the right to reject your offer outright. If we have, nevertheless, already opened or closed a transaction prior to becoming aware that a factor set out in *Section 4.13.5* has not been met, we may, acting reasonably, either treat such a transaction as void from the outset or close it at our then prevailing price. However, we may allow you to open or, as the case may be, close the transaction in which case you will be bound by the opening or closure of such transaction, notwithstanding that the factors in *Section 4.13.5* were not satisfied.
- 4.13.7 The factors referred to in *Section 4.13.5* include the following: (i) the quote must be obtained via the trading platform or by such other means as we may from time to time notify you; (ii) your offer to open or close the transaction must be given while the quote is still valid; (iii) the quote must not contain a Manifest Error; (iv) a Force Majeure Event must not have occurred as described in *Section 4.13.8*; (v) when you offer to open any transaction, the opening of the transaction must not result in your exceeding any initial or maintenance Margin amount, credit or other limit placed on your dealings; and (vi) any other factor that we, acting reasonably, notify you from time to time.
- 4.13.8 **Force Majeure Events.** We may, in our reasonable opinion, determine that a Force Majeure Event exists. A Force Majeure Event will include, but is not limited to, the following: (i) any act, event or occurrence (including without limitation any strike, riot or civil unrest, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in our opinion, prevents us from maintaining an orderly market in one or more of the CFDs in respect of which we deal on the trading platform; (ii) the suspension or closure of any exchange or the nationalization, government sequestration, abandonment or failure of any instrument on which we base, or to which we in any

way relate, our quote, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event; (iii) the occurrence of an excessive movement in the level of any transaction and/or exchange or our anticipation (acting reasonably) of the occurrence of such a movement; (iv) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or (v) the failure of any relevant supplier, financial institution intermediate broker, agent or principal of ours, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations. If we determine that a Force Majeure Event exists, we may without notice and at any time, acting reasonably, take one or more of the following steps: (a) alter your Margin requirements; which may result in you being required to provide additional Margin; (b) close all or any of your open Transactions at such closing prices as we reasonably believe to be appropriate; (c) suspend or modify the application of all or part of these Terms and Conditions to the extent that the Force Majeure Event makes it impossible or impracticable for us to comply thereto; or (d) alter the trading hours for a particular Transaction. (e) void all open transactions in affected Instruments. You agree that we will not be liable in any way to you or to any other person in the event of a Force Majeure Event, nor for our actions pursuant to *Section 4.13.8* if we decide to take such action. The parties shall be released of all responsibilities for partial or full non-fulfilment, as well as for improper fulfilment of the obligations under these Terms and Conditions, if such non-fulfilment or improper fulfilment was a result of a Force Majeure Event, which occurred after the Services were terminated.

4.14 Deposits and Withdrawals

- 4.14.1 You may deposit money into your trading account at any time. We will only accept payment method (for example bank account, e-wallets etc.) in your name. Unless otherwise approved by us pursuant to our internal procedures, third party or anonymous payments shall not be accepted. If AGMTrade is not satisfied that you are the sender of the money it reserves the right to reject the money and return it to the remitter less any transfer fees or other charges. You may be required to submit additional documentation as required by anti- money laundering regulations and any other similar regulations applicable to us (“AML”).
- 4.14.2 We reserve the right to impose payment, deposit or withdrawal limits and payment, deposit or withdrawal fees by giving you reasonable advance notice. Our deposit and withdrawal fees are as set forth at our website.
- 4.14.3 If we accept any payments by debit card, e-wallet or any other payment method that may charge processing fees, the intermediary bank may deduct the fee from

the payment that is why the amount we received is less than the amount you transferred. We do not cover the intermediary bank charge, and this charge should be at customer's cost.

- 4.14.4 We reserve the right to use payment processing accounts to process your deposits and withdrawals on our behalf. Your funds may be aggregate with other clients' funds within an omnibus sub-account on our behalf and transferred to us upon intervals to be determined by us in our sole discretion.
- 4.14.5 If you make a payment via Quick Deposit method, AGMTrade shall immediately credit your trading account with the amount of such payment if we are satisfied that you are the sender of the money. Credit in your trading account shall be denominated in United States Dollars only. If you make a payment via Remittance Deposit method, please allow few to several banking days for the amount to reach your trading account, as the exact timeframe depends on the banks.
- 4.14.6 If We are not satisfied that You are the sender of the funds We reserve the right to reject the funds and return them to the remitter net of any transfer fees or other charges.
- 4.14.7 We reserve the right, without prior notice to you, to make any currency conversions which we consider necessary or desirable for the purposes of complying with our obligations or exercising our rights under these Terms and Conditions or any transaction. Our conversion charges are as set forth at our website. Any such conversion shall be effected by us in such manner and the rates set forth in our website. Typically, such charges will be presented to you via our trading platform at the time the payment is being made.
- 4.14.8 All foreign currency exchange risk arising from any transaction or from our compliance with our obligations or the exercise of our rights under these Terms and Conditions will be your responsibility.
- 4.14.9 Once received, your money (save for any funds used as margin) shall be deposited in segregated client accounts maintained by us with reputable payment institutions and payment providers in accordance with the IFSC Rules on client money (see *Section 4.16* below for further details).
- 4.14.10 If you give an instruction to withdraw money from your trading account, we will reduce the requested money immediately from your account balance and shall process the withdrawal within 48 hours (working day) on our side. As soon your withdrawal request is processed by us you need to allow few to several banking days for the amount to reach your card or bank account, as they are international transfers.

- 4.14.11 The exact timeframe depends on the banks when banks in the relevant jurisdiction are open for business (“**Business Day**”) of our acceptance of the instruction if the following requirements are met:
- a) Your instruction includes all necessary information;
 - b) Your instruction is to make a payment through a payment method in your name (e.g. bank account, e-wallets etc.); and
 - c) You have provided full identification documents as may be requested by us to support your instruction pursuant to our AML procedures.
- 4.14.12 According to our AML procedures any withdrawal request will be paid to the same individual that originally deposited money with us via any of the payment methods used by him/her when the trading account was initially funded (“**original payment method**”).

4.14.13 If we are unable to send the money or any partial amount thereof back through the original payment method, we reserve the right to pay the amount through an alternative payment method indicated by you, in United States Dollars (regardless of the currency in which the deposit was made). We shall not be held responsible for any transfer fees or charges charged by the receiver and/or any currency exchange rates resulting from the payment of such amount in United States Dollars.

4.15 **Margin**

4.15.1 In order to open a transaction and keep such transaction open, You shall provide to us and maintain with us such amount of money in respect of and as security for your actual or future obligations or liabilities to us ("Liabilities") in such amounts and in such forms as we, at our sole discretion, may require ("Margin"). Different instruments may have different margin requirements as shall be determined by Us from time to time.

4.15.2 To the extent any transactions were executed at a leverage ratio exceeding such limitations and/or to the extent the overall Margin requirement applicable to such users has not been met when due, We reserve the right to close any or all of your open positions without further notice to you whether at a loss or a profit and liquidate your Account.

4.15.3 We may change our Margin requirements at any time. Any requirement for Margin must be satisfied in such currency and within such time as may be specified by us (in our sole discretion) or, if none is specified, immediately.

4.15.4 One Margin demand does not preclude another. Margin shall be provided in cash or such other form as we may agree or accept. Based on the amount of money You have in your Account, we retain the right to limit the amount and total number of open Transactions that you may wish to open or currently maintain on the trading platform.

4.15.5 You are responsible for maintaining appropriate arrangements with us at all times for the receipt and communication of information regarding Margin. You are aware and acknowledge that we may require you to increase the amount in your Account pursuant to a Margin call. A Margin call may be based upon a number of factors, including without limitation, your overall positions with us, your account size, the number of open Transactions you have, volume traded, your trade history and market conditions.

-
- 4.15.6 No previous Margin requirements specified by us shall preclude us from increasing the rates of Margin without notice. It is your responsibility to monitor at all times the amount deposited in your Account against the amount of any Margin that may become necessary.
- 4.15.7 Failure to meet the Margin requirement at any time or failure to make a Margin Payment when due may result in closure of your open positions without further notice to you whether at a loss or a profit and liquidate your Account.
- 4.15.8 Unless otherwise agreed by us, you charge to us all Margin as a continuing security for your Liabilities under or pursuant to these Terms and Conditions (including under every transaction). You agree to execute such further documents and to take such further steps as we may reasonably require to enable us to exercise our rights or to satisfy any requirement.
- 4.15.9 You hereby grant AGMTrade the right to pledge, re-pledge, hypothecate, invest or loan, either separately or with the property of other customers, to itself as broker or to others, any property held for your benefit by AGMTrade as margin or security. AGMTrade is irrevocably appointed as attorney in-fact for You and is authorised, without notice to You, to execute and deliver any documents, give any notice and to take any actions on Your behalf, including the execution, delivery and filing of financing statements, that AGMTrade deems necessary or desirable to evidence or to protect Its interest with respect to any collateral. All funds not used by you as Margin to secure your open positions may be freely withdrawn by you, subject to (i) the provisions of these Terms and Conditions, (ii) the availability of money in your account and (iii) any fees or commissions you may owe us. You hereby confirm and acknowledge that any portion of your funds used as margin to secure your open position may be transferred by us from your client's accounts and may be utilized by us to secure our contingent obligations. Such portion of the funds will be considered as debt due by us to You and shall not be considered as "clients' funds". All such funds shall be returned and repaid into the clients' accounts upon the closing of the relevant open positions.

4.16 **Right of set-off**

All your money, currencies, and other property which AGMTrade may at any time be holding for you (either individually, jointly with others) or which may at any time be in its possession or control or carried on its books for any purpose, are subject to a general lien and right of set-off by AGMTrade for your liabilities to Us.

4.17 Client Money

- 4.17.1 Your funds will be segregated by us and held in segregated bank accounts (i.e. will be held separately from our own funds), in accordance with the applicable laws and regulations including the IFSC Rules on client money.
- 4.17.2 We may hold your money and aggregate the money of other clients in the same bank account.
- 4.17.3 We may allow another person to hold or control client money where we transfer client money for the purpose of a transaction for you through or with that person or to meet your obligation to provide Margin for a transaction. Such persons may include our brokerage service provider, AGM Group Ltd. Such funds will be held in accordance with the applicable laws and regulations including the IFSC Rules on client money.
- 4.17.4 We will not be liable for the solvency, acts or omissions of any bank holding client money.

4.18 Several Trading Account

If you have more than one trading account, we reserve the right to treat all such accounts as if they were under one account. We may limit the number of trading accounts maintained by any person or within a single household, at our sole discretion. We are authorised and entitled without notice to you to take such action to protect our own position by combining your accounts, setting-off between your accounts or to satisfy any obligations that you may have to us out of any of your monies in our custody.

4.19 Orders

- 4.19.1 We utilize our exclusive authorized executing broker, AGM Group Ltd. in executing your orders/or and transactions. Such executing broker shall have the benefit of all of our rights and remedies and limitations on liability under these Terms and Conditions. We reserve the rights to decline any order or transaction, at any time, in our sole discretion. You shall be responsible for monitoring all Your orders until We confirm execution or cancellation of the order. AGMTrade indirectly collect platform technology fee from the broker partner.
- 4.19.2 Any order or instruction you give us will not take effect unless actually received and acknowledged by us. We shall be entitled to act upon any order or instruction which we reasonably believe is given by you or on your behalf without further enquiry as to the genuineness, authority or the identity of any such person giving or purporting to give such order or instruction. The execution of an order by us shall constitute a binding

agreement between you and us on the terms of such executed order. AGMTrade may directly charge fee from clients for particular social trading features not relating to live broker account.

- 4.19.3 Except for excluded transactions as set forth on our website, any open positions held by you after the relevant hour as set forth on Fees and Charges webpage (the "Overnight Hour") which is considered the beginning and end of the trading day are considered to be held overnight, and are subject to overnight fee/credit as explained below. You acknowledge that when holding such position open after the Overnight Hour, an overnight fee/credit will be either added or subtracted from your account with respect to such position. The overnight fee/credit amount is a constant fee/percentage of the position value/dollar amount per units and is based on a number of factors including among others, whether the transaction is a buy or a sell, interest rates, the currency in which it is denominated, instrument differentials, daily price fluctuations and other economic and market related factors. The overnight fee/credit for each instrument is displayed on our website for each specific Instrument on the trading platform. Please note that as most liquidity providers (which include global banks, financial institutions, prime brokers and other market makers) across the globe are closed on Saturdays and Sundays, so there is no overnight on these days, but most liquidity providers still apply interest for those two days. To account for that, We will book two/three days of overnight fee/credit on the day relevant for such Instrument as set forth on our website (the "WE Overnight Day"), which makes a typical We Overnight Day overnight fee/credit a multiple of the amount on the preceding weekdays, all as set forth on our website. In deciding whether to open a position for a specific Instrument, you acknowledge that you are aware of the overnight fee/credit and authorise us to add or subtract such an overnight fee/credit to or from your account.

4.20 **Applicable Regulations**

- 4.20.1 These Terms and Conditions and any orders or transactions placed or executed under it are subject to all applicable laws and regulations including, without limitation, the constitutions, articles, by-laws, rules, regulations, policies, procedures and interpretations (collectively, "Rules") of the exchanges, markets and clearing houses in which AGMTrade may elects to hedge its activity; of IFSC; and any other applicable Rules of a regulatory, self-regulatory or governmental authority ("Applicable Regulations"). IN NO EVENT SHALL AGMTrade OR ANY OF ITS AFFILIATES BE LIABLE TO YOU FOR ANY ACTION, INACTION, DECISION OR RULING OF ANY EXCHANGE, MARKET, CLEARING HOUSE OR REGULATORY OR SELF-REGULATORY AUTHORITY.

- 4.20.2 AGMTrade may take or omit any action they consider reasonable to comply with Applicable Regulations. You specifically acknowledges that exchange Rules may afford the exchange wide powers in various situations, including, but not limited to, in an emergency, in an otherwise undesirable situation, or in the event of a default (not necessarily on the part of AGMTrade and/or its affiliates), to close-out a transaction, to require the exercise of set-off rights or to take such other steps or combination of steps as the exchange thinks fit. You agree that, if a relevant exchange takes any action which affects any transaction, then We may take any action which We, in our absolute discretion, consider desirable to respond to such action or to mitigate any loss incurred as a result of such action. Any such action taken by Us will be binding on You. In no event shall AGMTrade or its affiliates be liable to You for any action, inaction, decision or ruling of any exchange, market, clearing house or regulatory, self-regulatory, governmental or supra national authority.
- 4.20.3 Nothing in these Terms and Conditions shall exclude or restrict any duty or liability owed by us to you under the Applicable Regulations and, notwithstanding any other provision of these Terms and Conditions, we shall be entitled to take any action that we consider necessary to ensure compliance with any relevant legislation and regulations. In the event of a conflict between any provision of these Terms and Conditions and any relevant legislation and regulations, the relevant legislation and regulations shall prevail.

Each time you enter into a trade you agree to repeat the following conditions:

- a) You are not an employee of any exchange, a corporation in which any exchange owns a majority of the capital stock, a member of any exchange and/or firm registered on any exchange or any bank, trust or insurance company that trades in CFDs held by You;
- b) You will not enter into any transaction which falls within the definition of market abuse. You are reminded that this applies to all forms of market abuse such as insider trading, the misuse of information and directors trading in shares of their own companies; in such circumstances we reserve the right to void all your trading transactions. The use of any high speed trading, scalping or automated data entry system will only be permitted with our prior written consent. Accordingly, a significant number of transactions with short duration may be deemed as market abuse;
- c) You will not enter into transactions or combinations of transactions such as holding long and short positions in the same or similar instruments at similar times either by you or by you acting in concert with others, which taken together or separately are for the purpose of manipulating our platform for

gain. Such activity shall be subject to our right to seek reimbursement by equalization from you or any of the connected accounts; and

- d) The execution, delivery and performance of these Terms and Conditions and your use of the Trading Platform including each transaction you complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to you, in the jurisdiction in which you are resident, or any agreement by which you are bound or by which any of your assets are affected.

4.21 Account Information

We will post details of your account activity on the website. Updated account information will be available after any activity takes place on your account. Account information will include confirmations, purchase and sale rates, utilized and unutilized Margin available for Margin trading, statements of profits and losses, as well as current open positions, any other information required to be provided by the IFSC Rules and any other information we may make available ("**Account Information**"). Posting of Account Information on the website will be deemed delivery to you of any relevant information (such as confirmations and account statements). We may at our sole discretion withdraw or amend any Account Information at any time. Unless otherwise agreed by us you agree that we are under no obligation to provide confirmations in hard copy or by email rather than through the website. The Account Information (save if manifestly incorrect) will be conclusive evidence of your transactions, open positions, Margin and cash balances and will be binding on you if not objected to [on the day of posting] with such objection confirmed in writing (including email or electronic mail) no later than close of business on the Business Day following the day on which the Account Information is posted.

4.22 Marketing Promotions Terms & Expiration

- 4.22.1 All promotions offering benefits to our users and potential users, such as bonuses, credits and other special offers (collectively, "**AGMTrade Credits**") that we offer or may offer in the future are subject to specific promotional terms and conditions pursuant to which such AGMTrade credits must be used. Certain promotions may not be available in certain countries, as shall be determined by Us at our sole discretion.
- 4.22.2 At all times, we reserve the right to deny, withhold or withdraw any promotions at our sole discretion at any time. In addition, if we suspect that a user (whether alone or with others) has manipulated or abused (or attempted to do so) a promotion and/or AGMTrade Credits and/or otherwise acted in bad faith towards us (including without limitation, by withdrawing the initial deposit(s), arbitrage trading,

risk reduced profiting, hedging or counter-hedging related positions etc.), then, we reserve the right, at our sole discretion, to take the following actions with respect to any such user and/or to any person we consider is acting in concert with such user: (i) temporarily or permanently, block, suspend or terminate the Services or any portion thereof and close the Account, and/or (ii) remove and/or deduct any AGMTrade Credits which might have been granted to such users (taking into account any loss sustained which will be fully recognized); and/or (iii) remove and/or deduct any profits gained by such users as a result of such manipulation or abuse, including by closing any open positions the applicable Account(s), and/or (iii) deny, withhold or withdraw from that user such promotion and any future promotion. For the avoidance of doubt in such circumstances, AGMTrade Credits or any other bonus granted to such users and any profit or gains obtained by such users may be withdrawn, while any loss suffered by such users will be recognized and sustained.

- 4.22.3 From time to time, AGMTrade may grant you AGMTrade Credits with which you can trade through your account. All AGMTrade Credits may never be withdrawn by you and may only be utilized to execute trades in your Account and all such credits amount are considered "Non-withdrawable Amounts" (NWA).

5 INTELLECTUAL PROPERTY

All our intellectual property assets ("IP") including but limited to all copyrights, trademarks, patents, service marks, trade names, software code, icons, logos, characters, layouts, trade secrets, buttons, colour scheme and graphics are our sole and exclusive IP and are all protected by local and international intellectual property laws and treaties including all copyright laws and regulations. Under no circumstances shall You remove any copyright notification from any of our IP or unlawfully use our websites and/or software. The use of our Services does not grant You any rights other than those granted to You by revocable License in any way. We own or are licensed to use all the images, graphics, video, audio, software code, user interface design or logos, and/or content displayed on our website and/or any software used therein and/or useable there through. You may not use these images in any way other than the manner which We provide them. You are not permitted to use any of our images and/or content for any other purpose without obtaining our prior written consent. Nothing contained on our websites shall be construed as granting, by implication or otherwise, of any license or right to use any trademark without either our written permission or the permission of the proprietor of such trademarks. Except as expressly stated herein, You may not without our prior written permission, alter, modify, reproduce, distribute or commercially exploit any materials, including text, graphics, video, audio, software code, user interface design or logos, from this or any of our websites. If You link from another website to one or more of our websites, your website, as well as the link itself, may not, without our prior written permission, suggest that We endorse,

sponsor or are affiliated with any non-AGMTrade website, entity, service or product, and may not make use of any of our IP other than those contained within the text of the link.

6 CONTENT, PERSONAL DATA AND COMMUNICATIONS WITHIN THE AGMTrade COMMUNITY

6.1 Content and Personal Data

- 6.1.1 By acceptance of these Terms and Conditions, You agree and acknowledge that the following information and content shall be considered non-confidential and non-proprietary information (other than your personal data as described below, collectively, the "Content"): your username, your picture/avatar (if provided), your gender, networks, list of users who follow You, users who copies You etc., list of users You follow or copy, and any network status/posts/blogs and any other content options that enable our users to interact amongst themselves, including without limitation content and information You post on our community, comments, feedback, posting, blogs and/or all information that You provide to Us via our website and/or by email or telephone and in addition if you have elected to use one of our social network applications (such as Facebook, Tweeter, Weibo, Wechat etc.), our application will access to your social network account general information which includes your name and username in such social network, profile picture, gender, networks, user ID, list of friends, and other information You have shared with "everyone" on such social network. Additional information may be collected in specific social network campaigns as shall be specified in the terms and conditions to such campaign. All portfolio and trading information performance results shall be considered non-confidential and non-proprietary information and as AGMTrade's property. By providing such Content, You significantly grant Us a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free, worldwide to use, copy, duplicate store, present and/or publish all or any part of your Content, and We shall be free to use such Content in any manner or media whatsoever, on an unrestricted basis and without any attribution or royalties or other compensation to You, including without limitation, within or outside our website, advertisements, in printed media, newspapers.
- 6.1.2 Your telephone conversations, email/chat communications with Us may be recorded/maintained by Us with or without the use of an automatic tone warning device. Any recordings shall be remain Our sole property and will be accepted by You as conclusive evidence of their content as recorded by Us. You agree that We may deliver copies of transcripts of such recordings to any court, regulatory or government authority, including without limitation, in disputes which may arise between You and Us.
- 6.1.3 By entering into these Terms and Conditions, You are consenting to the transmittal of your personal data (i.e. your personally identifiable information and your payment

details) to other companies in AGMTrade and to external companies to help Us to process and/or analyze it as part of the provision of Services to You. Such personal data may also be used for marketing purposes, or to conduct market research for Us or other companies in AGMTrade that may use the personal data to bring to your attention products and services that may be interest to You and also to assist in the efficient provision of the Services.

- 6.1.4 Without derogating from the generality of the foregoing, We and our affiliates and agents may collect, store and process information from You or otherwise in connection with the Services for the purpose of complying with applicable regulation, which includes disclosure to governmental authorities.

6.2 **Communications within the AGMTrade Community; Links to Third Party Websites, Newsletter etc.**

- 6.2.1 You acknowledge that You are responsible for any Content that you submit or transmit through any of our websites, applications and/or any network status/posts/blogs and any other communications and/or content options available by Us, including your responsibility as to the legality, reliability, appropriateness, originality and copyright of any such material. Additionally, you represent and warrant that: (i) you own all right title and interest in any Content provided by you, and (ii) the posting of your Content by us (in any manner or media whatsoever, on an unrestricted basis) does not (and will not) violate the privacy rights of any individual or make derogatory remarks regarding, defame or otherwise criticize any person or entity. You shall be solely liable for any damage resulting from any infringement or other violation of the copyright, trademarks or other proprietary rights of any individual or entity, and for any other harm or losses resulting from any Content.
- 6.2.2 In our efforts to promote collegial, non-misleading and non-defamatory communications between the users of our community, you are strictly prohibited from: (1) making statements as to your eligibility to provide investment advice, portfolio management and/or any other services and/or activity which may require a license, registration and/or notification in your state of residency and/or in the residency states of our users; (2) making statements that AGMTrade and/or its partners endorse, maintain any control and/or guarantee the accuracy and/or completeness of the Content published, posted or shared by you with other users; (3) making statements that are abusive, defamatory, harassing, and/or insulting statements to AGMTrade, its partners, employees, shareholders and/or any of its associates and/or other users or otherwise; (4) making statements that advertise or promote any other online entities and/or you and/or any services; (5) making statements that contain sexually explicit and/or any grossly offensive content, including expressions of bigotry, racism, hatred or profanity or that is hateful, threatening or pornographic; incites

violence or that contain nudity or graphic or gratuitous websites, applications and/or utilizing the Services; (7) collecting users' content or information, or otherwise accessing our Websites and/or Services, using automated means (such as harvesting bots, robots, spiders, or scrapers); (8) engaging in unlawful multi-level marketing, such as a pyramid scheme, on our websites and/or using our Services; (9) uploading viruses or other malicious code; (10) soliciting personal information and/or login information or access an account belonging to someone else; (11) using our websites and/or Services to do anything unlawful, misleading, malicious, or discriminatory; (12) doing anything that could disable, overburden, or impair the proper working of AGMTrade, such as a denial of service attack and/or facilitate or encourage any violations of these Terms and Conditions. All Content relating to the above (including any unsubstantiated performance claims) may be removed from any of our websites. If you violate the above we shall have the right to terminate your account and/or terminate or restrict your access to all or any Services and, if relevant, refund any money in your account.

- 6.2.3 "Popular Investors" and/or leading users may be subject to additional rules of conduct and restrictions relating to their Content or trading activity which may be imposed by us from time to time either generally or as part of specified Promotions. If you have been qualified as a "Popular Investors" or a leading user please contact your account manager to receive further information with respect to any such restrictions which may apply to you.
- 6.2.4 We do not undertake to review and monitor all the Content and we do not in any manner endorse, support, sanction, encourage, verify or agree with any such Content. We reserve the right to review, monitor, review and/or remove any such Content in any way we see fit in our sole discretion. You acknowledge that we may report to government authorities any actions that may be considered illegal and/or as may be required by such authorities. When requested, we may cooperate with government authorities in any investigations of alleged illegal activity. Your further confirm and acknowledge that we may also maintain records of all such Content.
- 6.2.5 At certain times, we may provide you with various analytical tools (such as market data, price quotes, exchange rates, news, headlines and graphs), links to other websites, circulate newsletters and/or provide you with third party information for your convenience (together "**Information**"). By doing so, neither we nor any of our affiliates are endorsing, giving any representation, warranting, guaranteeing, sponsoring or otherwise responsible for the accuracy, correctness, timeliness, completeness or suitability of such information. Such information and tools are provided solely to assist you to make your own investment decisions and does not amount to investment advice. It is important to make a distinction between indicative prices which are displayed on charts or elsewhere on our website and dealable process which are displayed on the trading platform. Indicative quotes only give an indication of where the market is. Therefore, any process displayed on any chart made available or any by a third party

will only reflect “indicative” prices and not necessarily actual “dealing” process where trades can be executed. Our quotes and orders are further discussed in Section 4.13 and Section 4.19 of these Terms and Conditions. You understand that we are not required to continue to provide or update the above mentioned tools and information and we may cease to do so at any time. For the avoidance of doubt, we will not be responsible for the termination, interruption, delay or inaccuracy of any Information. You undertake not to enable deep linking or any other form of re-distribution or re-use of the Information. As such, we urge you to read and fully understand the Terms and Conditions and other policies of such websites, newsletters and information before using them. Past performance is not guarantee of future results and we advise users to carefully review all claims and representations made by other users, advisors, bloggers, money managers and system vendors before making an investment decision on the basis of any of the above. IN NO EVENT SHALL AGMTrade (AGM TECHNOLOGY LIMITED) AND ITS EXCLUSIVE BROKERAGE SERVICE PROVIDER (WITHOUT LIMITATION, INCLUDING AGM GROUP LTD.) BE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY SUCH INFORMATION OR TOOLS, INCLUDING WITHOUT LIMITATION, DIRECTLY OR INDIRECTLY RESULTING FROM ERRORS IN, OMISSIONS OF OR ALTERATIONS TO ANY SUCH INFORMATION.

7 RISKS DISCLAIMERS AND LIMITATIONS ON LIABILITY

7.1 General Risk Statement

You understand that You are using our Services at your own risk. It for this reason that We condition the use of our services to those who can actually bear the loss of any money invested and who properly understand the associated risks that are inherent to trading contracts for differences in relation to foreign currencies. It is also important to have relevant experience when entering financial contracts and transactions. As You know, the forex and commodities market is a dynamic arena and their respective prices are often highly unpredictable and volatile. You should not deal in these products unless you understand their nature and the extent of your exposure to risk. You should also be satisfied that the product is suitable for you in light of your circumstances and financial position. In addition, use of our Services can never be considered a safe investment rather only an investment with a high risk of loss inherently associated with it. Furthermore, our own spread is added to online quotes which makes a trade on our websites even more volatile. We make sure that the maximum risk associated for any user shall not exceed the actual amount of money available in your Account so You cannot lose more than the equity in your account.

7.2 Accountability For Each Financial Transaction

By using our Services, You agree to be fully, independently and personally liable for each transaction and/or debit card transaction made on our System through your account. As such, You must make sure that You are the only person with access to your account at all times. You must make sure that no minors have access to your account. If You do not settle a transaction performed through your account You shall be liable to Us and must indemnify Us in the amount necessary to cover the entire cost, whether indirect or direct, of the transaction. In the unlikely event that a contract is entered to acquire or sell currency at a price that does not reflect the market price (such as an event where a technical error such as a bug or defect has caused a malfunction that has affected the price of the transaction), We reserve our right to terminate and cancel any such transaction. We will notify You of our decision to cancel the transaction and explain our reasons to You. On the other hand, You are required to inform Us of any such malfunction should You experience such a malfunction whilst trading on our system.

7.3 Restriction on Financial Transactions

You understand that financial regulations, financial codes, financial ethics and contractual requirements vary worldwide. As such, You understand that ultimately it is your responsibility to make sure that You comply with any and all local regulations, directives, restrictions and laws in your local place of residence before using our Services. We strictly state that We do not permit the use of our Services by users from jurisdiction in which the use of our Services is not permitted. These Terms and Conditions are not offering or soliciting the use of our Services to any one located in a jurisdiction in which the specific use is not authorised or otherwise permitted by local laws. Please note that AGMTrade shall apply its own spread to all transactions and trades made by using our Services which can increase the cost of the transactions and trades accordingly. By using our Services, You declare that all the funds that You use and invest on our Services do not originate in any way from drug trafficking, abduction, terrorist activity or any other criminal activity that is unlawful or could be considered unlawful by any authority. In the event that We become suspicious that You may be engaging in or have engaged in fraudulent, unlawful or improper activity, including, without limitation, money laundering activities, or conduct otherwise in violation of these Terms and Conditions, your access to the Services may be terminated immediately and/or your account blocked. If your account is terminated or blocked in such circumstances, AGMTrade is under no obligation to refund any funds that may be in your account, unless otherwise instructed by a relevant regulatory authority. In addition to terminating your access to the Service and/or blocking your account, We reserve the right to prevent You from accessing any of our other websites or servers, or accessing any other services offered by Us. We shall be entitled to inform the relevant authorities, other online service providers and banks, debit card companies, electronic payment

providers or other financial institutions of your identity and of any suspected unlawful, fraudulent or improper activity and You will cooperate fully with Us to investigate any such activity.

7.4 Additional Risk Disclosures

It is important that You be fully aware of the following points:

- 7.4.1 If You are trading over alternative trading platform over a third party trading accounts, such trading activities shall be subject to the commissions and fees available to our clients over such platforms and to the terms and conditions applicable to such trading accounts in addition to any and all the terms set forth in these Terms and Conditions. AGMTrade and its exclusive brokerage service provider, AGM Group Ltd. shall not be liable for any damages and/or loss resulting from and does not guarantee the execution of any order, the placing of stops, regardless of the entry or closing designation and/or that the trade will be filled at the order price and/or that the trading via such third party trading platform shall be error free, without delays.
- 7.4.2 We reserve the right to block any users from being copied, for whatsoever reason.
- 7.4.3 AGMTrade reserves the right to close part, or all, of customers' open positions, in order to facilitate the charge of any fees or amounts due by You. Notwithstanding, You shall be liable for promptly paying such fee(s) and/or amounts to AGMTrade. ^[SEP]
- 7.4.4 You acknowledge that the trading of certain Instruments on the trading platform may become volatile very quickly and without warning. Due to the high degree of risk involved in trading volatile Instruments, you acknowledge and agree that we reserve the right to close all or any open Transactions with respect to any Instruments that we determine, acting reasonably, are volatile, at the price quoted on the Trading Platform at such time without notice. ^[SEP]
- 7.4.5 AGMTrade does not guarantee any order. Placing stops, regardless of the entry or closing designation, does not guarantee that the trade will be filled at the order price. All entry Stops and Stops will be filled, upon activation, at the available market price available to us that may or may not match the requested order price. ^[SEP]
- 7.4.6 In the event liquidity providers are unable to provide liquidity to Us your order may experience delays in execution or You may not be able to place orders entirely. The size of the order may also impede the speed at which the order is executed. Keep in mind that it is only necessary to enter any order once. Multiple entries for the same order may inadvertently open unwanted positions.
- 7.4.7 While trading on our website and/or applications, You might encounter system errors that are resulted from hardware and/or software failures. The result of any system failure may be that your order is either not executed according to your instructions,

executing with account balance errors and discrepancies or not executed at all. AGMTrade will not be liable for the resulting errors in account balances. AGMTrade reserves the right to make the necessary corrections or adjustments on the account involved.

- 7.4.8 High leverage allows trading in CFDs with relatively modest Margins or guarantees in relation to the scope of the contract. The result of this is that even a slight fluctuation of the underlying market or instruments could mean substantial gains when these fluctuations are in your favor, but could also mean considerable losses if the fluctuations are to your detriment. No system exists that could assure you that your CFDs will bring you great benefits, nor is it possible to guarantee, that your transactions will yield favorable results.
- 7.4.9 Even though the foreign currencies and commodities markets may be liquid as compared with other financial instruments or markets, the market conditions might at times render the execution of an order or of a limit on an order (for example by placing a stop) at a stipulated price impossible. Accordingly, even though the extent of the losses could be subject to an agreed limit, the risk of incurring losses could be higher, and that loss could occur in a relatively short period of time.
- 7.4.10 In the event of the price of one of your transactions moving against you, in addition to the requirement to deposit additional guarantees or Margin as may be required by AGMTrade, AGMTrade reserves the right to close the outstanding balances without your consent.
- 7.4.11 Under abnormal market conditions, the price of underlying market or instruments may fluctuate rapidly to reflect unforeseeable events that cannot be controlled either by us or by you.
- 7.4.12 The risk disclosures presented here do not reflect all of the risks as well as other important aspects relating to CFDs.
- 7.4.13 Under abnormal market conditions, CFDs may fluctuate rapidly to reflect unforeseeable events that cannot be controlled either by Us or by You.
- 7.4.14 It is important to make a distinction between indicative prices which are displayed on charts and deal-able prices which are displayed on our trading platform. Indicative quotes only give an indication of where the market is. Because the forex, derivatives products market are decentralized, meaning it lacks a single central exchange where all transactions are conducted, each market maker may quote slightly different prices. Therefore, any prices displayed on any chart made available by us or by a third party will only reflect "indicative" prices and not necessarily actual "dealing" prices where trades can be executed.

-
- 7.4.15 All statements with respect to real money accounts will be open during the weekend and all traders are welcome to view their trading account info. AGMTrade reserves the right not to offset contracts carried over the weekend shortly after markets are open. AGMTrade will allow offsetting contracts carried over the weekend when market liquidity conditions are reasonable.
- 7.4.16 The risk information presented here does not reflect all of the risks as well as other important aspects intrinsic to CFD transactions with respect to foreign currencies and commodities. Therefore, before starting to trade, You should learn the specifics of trading on such transactions in detail or seek further advice.
- 7.4.17 There are a series of inherent risks with the use of the mobile trading technology such as the duplication of order instructions, latency in the prices provided, and other issues that are a result of mobile connectivity. Prices displayed on the mobile platform are solely an indication of the executable rates and may not reflect the actual executed price of the order. Our mobile feature utilizes public communication network circuits for the transmission of messages. We shall not be liable for any and all circumstances in which You experience a delay in price quotation or an inability to trade caused by network circuit transmission problems or any other problems outside our direct control, which include but are not limited to the strength of the mobile signal, cellular latency, or any other issues that may arise between You and any internet service provider, phone service provider, or any other service provider. Please further note that some of the features available on the trading platform or our Social Trading Features may not be available on our mobile feature.

7.5 Risks Associated with Social Trading

Social Trading Features are associated with various risks and You are urged to carefully read and consider the following risks before utilizing our Social Trading Features:

- 7.5.1 Automated trading execution whereby trades are opened and closed in your account without your manual intervention.
- 7.5.2 In making a decision to Copy a specific trader, account, portfolio and/or strategy, You have considered your entire financial situation including financial commitments and you understand that using Social Trading Features is highly speculative and that you could sustain significant losses exceeding the amount used to copy a trader or traders.
- 7.5.3 Social Trading Features are provided by Us solely for informational purposes. We and our partner and their employees and agents are not investments or financial advisers. IF YOU MAKE INVESTMENT DECISIONS IN RELIANCE ON INFORMATION WHICH IS AVAILABLE ON OUR WEBSITES OR AS A RESULT OF THE USE OF THE SOCIAL TRADING FEATURES, THEIR EMPLOYEES AND ITS AGENTS WILL NOT BE LIABLE FOR ANY LOSSES THAT YOU MAY SUSTAIN.

-
- 7.5.4 YOU SHOULD NOT MAKE ANY INVESTMENT DECISION WITHOUT FIRST CONDUCTING YOUR OWN RESEARCH. YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR DETERMINING WHETHER ANY INVESTMENT, OR STRATEGY, OR ANY OTHER PRODUCT OR SERVICE IS APPROPRIATE OR SUITABLE FOR YOU BASED ON YOUR INVESTMENT OBJECTIVES AND PERSONAL AND FINANCIAL SITUATION.
- 7.5.5 A copied trader's, account's, portfolio's and/or strategy's positions (with respect to any of our financial instruments) shall be copied in an amount equal to the lower of either the minimum position amount or the proportional amounts of the copied trade to the realized equity of the copied trader as the basis for the proportions of copied trades. Such positions shall have the same leverage, stop loss and take profit, to the maximum extent possible. Trades below the minimum trade amount shall not be opened. All such positions shall be modified and/or closed automatically if and when modified/ closed automatically if and when modified/closed by the copied trader, for whatsoever reason, without providing any further notice and without any action on your part. You should be able and prepared to bear the loss of the entire investment You made in such a copied trader. You are fully responsible for any losses You may sustain as a result of our automatic execution of instructions generated as a result of the utilizing of any of the Social Trading Features.
- 7.5.6 If You place additional trades in your account or You modify or cancel an order generated by a Social Trading Feature You may achieve a materially different result than the user that You copied. Cash-out and withdrawal by the copied trader may also generate a materially different result than the sure that You copied as it may affect the copytrading proportions.
- 7.5.7 Any past performance of our users, statistics and any other information with respect to users appearing on our websites and applications are not indicative of future results and should be considered as hypothetical as more fully described below. It is important to understand that risk scores, statistical information and historical performance are not a guarantee of future performance. NO REPRESENTATION OR GUARANTEE IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKEL TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE SHOWN. When reviewing the Content, portfolio, financial performance information, opinions or advice of another registered user, You should not assume that the user is unbiased, independent or qualified to provide financial information or opinions. AGMTrade does not guarantee any order including the placing of stops orders such as Copy Stop Loss. Accordingly, regardless of the entry or closing designation, AGMTrade does not guarantee that the trade will be filled at the order price/stop loss percentage and you may lose more than the original amount used to copy such trader.
-

-
- 7.5.8 PAST PERFORMANCE SHOULD BE CONSIDERED AS HYPOTHETICAL PERFORMANCE RESULTS. HYPOTHETICAL PERFORMANCE RESULTS HAVE MANY INHERENT LIMITATIONS. NO REPRESENTATION OR GUARANTEE IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THE PAST PERFORMANCE OR RISK SCORE SHOWN. THE ACTUAL PERCENTAGE GAINS/LOSSES EXPERIENCED BY INVESTORS WILL VARY DEPENDING ON MANY FACTORS, INCLUDING BUT NOT LIMITED TO: STARTING ACCOUNT BALANCES (DEPOSITS AND WITHDRAWALS), MARKET BEHAVIOUR, THE INVESTOR'S ACCOUNT SETTINGS AND THE ACTUAL PERFORMANCE OF THE COPIED USER.
- 7.5.9 ACCORDINGLY, THERE ARE FREQUENTLY SHARP DIFFERENCES BETWEEN HYPOTHETICAL/PAST PERFORMANCE RESULTS AND THE ACTUAL RESULTS SUBSEQUENTLY ACHIEVED BY ANY PARTICULAR TRADING PROGRAM. ONE OF THE LIMITATIONS OF HYPOTHETICAL PERFORMANCE RESULTS IS THAT THEY GENERALLY PREPARED WITH THE BENEFIT OF HINDSIGHT. IN ADDITION, HYPOTHETICAL TRADING DOES NOT INVOLVE FINANCIAL RISK, AND NO HYPOTHETICAL TRADING RECORD CAN COMPLETELY ACCOUNT FOR THE IMPACT OF FINANCIAL RISK IN ACTUAL TRADING. FOR EXAMPLE, THE ABILITY TO WITHSTAND LOSSES OR TO ADHERE TO A PARTICULAR TRADING PROGRAM IN SPITE OF TRADING LOSSES ARE MATERIAL POINTS WHICH CAN ALSO ADVERSELY AFFECT ACTUAL TRADING RESULTS. THERE ARE NUMEROUS OTHER FACTORS RELATED TO THE MARKETS IN GENERAL OR TO THE IMPLEMENTATION OF ANY SPECIFIC TRADING PROGRAM WHICH CANNOT BE FULLY ACCOUNTED FOR IN THE PREPARATION OF HYPOTHETICAL PERFORMANCE RESULTS AND ALL OF WHICH CAN ADVERSELY AFFECT ACTUAL TRADING RESULTS.
- 7.5.10 NO ASPECT OF THE INFORMATION AND/OR SOCIAL TRADING FEATURE PROVIDED AND/OR MADE AVAILABLE ON OUR WEBSITES IS INTENDED TO PROVIDE, OR SHOULD BE CONSTRUED AS PROVIDING ANY INVESTMENT, TAX OR OTHER FINANCIAL RELATED ADVICE OF ANY KIND. YOU SHOULD NOT CONSIDER ANY SUCH CONTENT AND/OR ANY SUCH FEATURE TO BE A SUBSTITUTE FOR PROFESSIONAL FINANCIAL AND/OR INVESTMENT ADVICE. IF YOU CHOOSE TO ENGAGE IN TRANSACTIONS BASED ON CONTENT ON THE WEBSITE AND/OR ELECT TO COPY SPECIFIC TRADERS AND/OR TRADES, THEN SUCH DECISIONS AND TRANSACTIONS AND ANY CONSEQUENCES FLOWING THEREFROM ARE YOUR SOLE RESPONSIBILITY. WHILE INDIVIDUAL PARTICIPANTS MAY OFFER INVESTMENT ADVICE OR OPINIONS AND/OR EFFECT A TRANSACTION WHICH MAY BE SUBSEQUENTLY COPIED BY OTHER TRADERS, SUCH ADVICE, OPINIONS OR TRADES AMOUNT TO NOTHING MORE THAN EXCHANGES BETWEEN PERSONS WHO MAY BE ANONYMOUS OR
-

UNIDENTIFIABLE OR SIMPLY THE EXECUTION OF A TRADE BY SUCH TRADERS. AGMTrade DO NOT PROVIDE INVESTMENT ADVICE DIRECTLY, INDIRECTLY, IMPLICITLY, OR IN ANY MANNER WHATSOEVER BY MAKING SUCH INFORMATION AND/OR FEATURES AVAILABLE TO YOU. YOU SHOULD USE ANY INFORMATION GATHERED FROM HERE AND/OR UTILIZE THE SOCIAL TRADING FEATURES ONLY AS A STARTING POINT FOR YOUR OWN INDEPENDENT RESEARCH AND INVESTMENT DECISION MAKING.

8 INDEMNIFICATION AND LIMITATION OF LIABILITY

- 8.1 YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE, AND ANY PUBLICATIONS, PRESENTATIONS, FINANCIAL TRADING INFORMATION, PRICING DATA, TRADE DATA, PERFORMANCE INFORMATION, BLOGS, POSTINGS, OR OTHER INFORMATION, CONTENT, SERVICES AND MATERIALS CONTAINED IN, ACCESSED VIA, OR DESCRIBED ON OUR WEBSITE, IS AT YOUR OWN RISK, AND THAT ALL SUCH INFORMATION, CONTENT, SERVICES AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.
- 8.2 TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, OPERATION AND USE OF OUR WEBSITES OR THE INFORMATION, CONTENT, MATERIALS OR SERVICES ON OR ACCESSED VIA OUR WEBSITES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. NEITHER THE WEBSITE, NOR ANY INFORMATION, CONTENT, MATERIALS, OR SERVICES AVAILABLE VIA THE SITE, CONSTITUTES OR IS INTENDED TO CONSTITUTE, OR SHOULD BE CONSTRUED AS, A SOLICITATION OR ANY OFFER TO BUY AN INTEREST IN ANY SECURITY, INVESTMENT ADVICE OR A RECOMMENDATION OR PROMOTION OF ANY TRANSACTION OR OTHER FINANCIAL PRODUCT, INVESTMENT MANAGER, OR TRADING OR INVESTMENT STRATEGY. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE VIA THE SITE IS ACCURATE, COMPLETE, RELIABLE OR CURRENT AND WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM YOUR RELIANCE ON ANY ASPECT OF THE SITE. FURTHER, WE MAKE NO REPRESENTATIONS AND WARRANTIES THAT OUR WEBSITES WILL BE UNINTERRUPTED, SECURED, OR FREE OF ERRORS OR VIRUSES, OR OTHER HARMFUL COMPONENTS.
- 8.3 IN NO EVENT SHALL WE OR OUR AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF AGM TECHNOLOGY LIMITED

AND AGM GROUP LTD. OR ITS AFFILIATES (THE "**AGM PARTIES**") BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND ARISING OUT OF THE USE OF, ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF OUR WEBSITES, ANY INFORMATION POSTED ON OUR WEBSITES BY ITS USERS, OR ANY OTHER INFORMATION, CONTENT, MATERIALS OR SERVICES AVAILABLE ON OUR WEBSITES (INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

- 8.4 IN ANY EVENT, AND NOTWITHSTANDING, THE MAXIMUM LIABILITY THAT YOU MAY CLAIM FROM US FOR ANY REASON SHALL BE NO MORE THAN THE ACTUAL SUM OF MONEY THAT YOU DEPOSITED IN YOUR ACCOUNT FOR THE PURPOSE OF TRADING THAT MAY HAVE BEEN THE BASIS FOR ANY ACCUMULATED LIABILITY THAT YOU INCUR. CERTAIN STATE LAWS DO NOT PERMIT LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, AND THUS SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

9 TECHNICAL FEATURES AND REQUIREMENTS

- 9.1 You acknowledge that the Services and/or the Software are beta versions at the stage of development. Consequentially, the Services and/or the Software are instable and may not work error free. We do not warrant that the functions contained in the Services and/or the Software will meet Your requirements or that the operation of the Services and/or the Software will be uninterrupted or error free. Moreover, We reserve the right, at any time and for any reason, to discontinue, redesign, modify, enhance, change, patch the software and/or the Services including without limitation, the structure, specifications, "look and feel," navigation, features and other elements of the Software and/or the Services or any part thereof.
- 9.2 **Technical Requirements to Use Our Services.** You must provide and maintain adequate technical means on which You install our software and/or access our Services. These technical means must include at least a personal computer/mobile device/tablet, internet access by any means and telephone or other access line. Access to the internet is an essential feature and You shall be solely responsible for any fees necessary in order to connect to the internet. Furthermore, as You are using your personal computer in order to access our Services You are strictly and solely liable for the integrity and proper storage of any data associated with our Services. By using our Services, You represent and warrant to Us that You have installed and implemented appropriate means of protection relating to

the security and integrity of your computer and that You have taken appropriate action to protect your system from computer viruses or other similar harmful or inappropriate materials, devices, information or data. We will not be liable to You in the event that your computer system fails, damages, destroys and/or formats your records and data. Furthermore, if You incur delays and any other form of data integrity problems that are a result of your hardware configuration or mismanagement, We shall not be liable. You further undertake to protect Us from any wrongful transmissions of computer virus or other similarly harmful or inappropriate material or device to our system from your personal computer.

- 9.3 **Technical Problems and Difficulties**. As a provider of technology, We remind You that in some circumstances the use of the internet can at times be unreliable and at times You may experience trouble connecting, although it is now common practice that generally the use of the internet is now regarded to be very reliable. Notwithstanding, and recognizing the above, You hereby undertake that We will not be liable, and You will not hold or seek to hold Us or any of our officers, employees agents or service providers liable, for any technical problems, system failures and malfunctions, communication line failures, equipment or software failures or malfunctions, system access issues, system capacity issues, high internet traffic demand, security breaches and unauthorised access, and other similar computer problems and defects. We do not represent, warrant, guarantee or claim that You will be able to access or use our Service at all times and from any location. Moreover, if you are travelling to any country in which our Services may not be available or are blocked, and/or you have limited or no access to our Services. Neither do We represent, warrant, claim or guarantee that our Services will be uninterrupted and error-free at all times. Furthermore, We make no warranties for merchantability or fitness for a particular purpose.
- 9.4 **Disconnection Policy**. If You are suddenly disconnected from our Services whilst actively trading online, We will keep your positions open until You can re-establish your connection or trading ceases.
- 9.5 **Maintenance Shut Downs**. We maintain our continuing right to shut down our operations and close our Services to our customers at any time. We may do so at any given time, without notice. If We do so, We maintain the right to close all open transactions (regardless of any ongoing positions and profit margins) and to conclude the transactions at fair and market value quotes so that our customers will not have any ongoing claims from Us. Furthermore, at any given time, at our sole discretion, We reserve the right to impose volume limits on customer accounts. Contract payouts shall be determined by AGMTrade by reference to the daily values reported on this website relevant to the interbank trading data received by AGMTrade for forex or derivative products quotes, subject to the provision that AGMTrade shall have the right to make corrections to such data in the event of mispriced or typographically incorrect data.

10 PROHIBITED TRADING TECHNIQUES

- 10.1 **Circumvention & Reverse Engineering.** You shall not unlawfully access or attempt to gain access, reverse engineer or otherwise circumvent any security measures that We have applied to our system. If, at our sole discretion, You are in breach of this clause, We may terminate your access to the Service immediately and/or have your account blocked, and AGMTrade may inform Interested Third Parties of your breach of this clause. We have, and will continue to develop any tools necessary to identify fraudulent or unlawful use of our Service.
- 10.2 **Artificial Intelligence Software.** It is absolutely prohibited to use any software, at our sole discretion, which purpose is to apply any kind of artificial intelligence analysis to our system relating to the use of our Service. In the event that We determine, at our own discretion, that artificial intelligence software has been used We reserve our right to take action as We see fit, including completely blocking access to the Service and/or terminating the user account. AGMTrade reserves the right to seize any profits and/or revenues generated directly or indirectly by exercising prohibit trading activity as described in this *Section 10*.
- 10.3 **Abusive trading technique.** Internet, connectivity delays and price feed errors sometimes create a situation where the prices displayed on the AGMTrade trading platforms do not actually reflect the market rates, either generally as a result of connectivity delays, upon the occurrence of a market event or an abnormal trading conditions. Trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices, or taking advantage of these internet delays (such a scalping or sniping), cannot exist in an OTC market where the client is buying or selling directly from the market maker. Such trading strategies are not permissible on our trading platform. If We can reasonably demonstrate that you, based on your trading strategy or other behaviour, deliberately and/or systematically exploited or attempted to exploit such errors in prices and/or off-market prices, we are entitled to take one or more of the following counter measures within 30 days as of the time We have identified such techniques: (i) adjust the price spreads available to you; (ii) restrict or delay your execution and/or your access to streaming, instantly tradable quotes, including by providing manual quotations only; (iii) reclaim from your account any historic trading profits that we can demonstrate have been gained through such abuse at any time; and/or (iv) terminate the account immediately by giving written notice. Any dispute arising from such quoting or execution errors will be resolved by AGMTrade at its sole and absolute discretion.

11 CONFLICTS OF INTERESTS

- 11.1 Under the IFSC Rules we are required to have in place arrangements with a view to taking all reasonable steps to prevent conflicts of interest constituting or giving rise to a material risk of damage to the interests of our clients. We have established a comprehensive

conflicts of interest policy to identify and manage such actual or potential conflicts of interest. Our conflicts of interest policy is available upon request. Where we are unable to prevent a potential conflict of interest, we will notify you in writing about the nature and sources of potential conflicts of interest, so that you can make an informed decision on the Services or recommendations involved.

- 11.2 You accept and confirm that a conflict of interest may arise when the interest of AGMTrade and its affiliates competes or may appear to compete with your interests under these Terms and Conditions.
- 11.3 Specifically you hereby acknowledge and confirm that:
- 11.3.1 We may assign or transfer the execution of Your orders to another member of the AGMTrade companies;
 - 11.3.2 We may execute at the same time orders by different customers that are opposite to one another;
 - 11.3.3 We may establish business, including without limitation, trading relationships with other issuers of financial instruments and We may have a financial interest in such instruments.

12 MISCELLANEOUS

- 12.1 **Complaint Handling**. In the event that a Customer is not satisfied with the services and assistance provided by the Company, the Customer should contact the Company as soon as possible by email. All claims or complaints should be provided to the Company only in written form by email at cs@agmtrade.com and AGMTrade will consider such claims or complaints in view of finding solutions to the satisfaction of both parties.
- 12.1.1 AGMTrade will assist Customers and aim to thoroughly investigate and resolve all complaints as quickly as possible, and in any event within a period of five (5) business days from proper notification of the complaint. It should be noted that in certain specific situations this period might be extended to more than five (5) business days.
 - 12.1.2 If the complaint relates to a trading dispute, detailed information will be required, including the Customer's account number. All trading disputes must be lodged as soon as reasonably practicable after the grievance has arisen.
- 12.2 **Data Protection**. AGMTrade is committed to protect all personal information of the client, of which it becomes aware in connection with the business cooperation between the client and AGMTrade. In this respect, AGMTrade is governed by the applicable laws, business practices and good manners.

12.3 **Taxation**. You hereby acknowledge and understand that We do not collect any taxes for any government authority in any form or manner and You further understand that it is your own responsibility to calculate and pay all applicable taxes applicable in your country of residence arising as a result of your trading activity on our Services. Notwithstanding the above and without derogating in any way from your sole, exclusive and personal obligation to pay taxes in your local jurisdiction, You unequivocally agree that We may withhold and deduct any taxes due under applicable law and regulations that may arise from the results of your investment on our system. All amounts extracted from your account are "gross amounts", from which We may deduct any such taxes if necessary under the applicable law. In such an event, You shall have no claim towards AGMTrade with regard to any such deductions.

12.4 **Governing Law & Jurisdiction**. These Terms and Conditions shall be governed by and construed in accordance with the laws of IFSC notwithstanding any principles of conflicts of law. By using our Services You agree to recognize all electronic and magnetic data and documentation as admissible evidence when settling a dispute regarding any trades and investments.

12.5 **Termination of these Terms and Conditions**

We reserve the right to terminate these Terms and Conditions and your account and registration (including your username and password) in the following cases:

12.5.1 If for any reason We decide to discontinue to provide the Service, by providing at least a 3 (three) calendar days' notice (which may be provided by email, facsimile etc.);

12.5.2 If We believe that You have breached any of the terms of these Terms and Conditions, immediately without notice;

12.5.3 If your use of the Service has been in any way improper or breaches the spirit of these Terms and Conditions; or

12.5.4 an issuance if an application, order, resolution or other announcement in relation to the bankruptcy or winding-up proceedings in which You are involved, immediately without notice;

12.5.5 the death of the user, immediately without *notice*.

12.6 You may terminate these Terms and Conditions and your account and registration (including your username and password) at any time by sending an email to such termination to take effect upon AGMTrade terminating your account and registration (including username and password), which shall occur within 7 calendar days after receipt of your email on our servers, provided that You shall remain responsible for any activity on your account between sending Us an email and the termination of your account by Us.

If these Terms and Conditions are terminated for any reason due to suspected misconduct by the user, AGMTrade reserves the right to withhold any funds in the account until the matter is resolved. Any decision made by AGMTrade regarding the matter will be final.

- 12.7 **Severability**. If any part of these Terms and Conditions is unlawful, void or determined to be unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.
- 12.8 **Modifications to These Terms and Conditions**. No provision of these Terms and Conditions can be amended by You, in any respect, except in a writing by an officer of AGMTrade that has been confirmed by AGMTrade's secretary, and in entering into these Term and Conditions, You have not relied on, or been otherwise induced by, any matter not contained in such writing. For the avoidance of doubt, our customer support department employees are not authorised to amend or to waive the terms of these Terms and Conditions in any respect. We reserve the right to amend, revise, modify, and/or change these Terms and Conditions at any time.
- 12.9 **Assignment**. Subject to applicable regulations, upon notice to You, AGMTrade may assign these Terms and Conditions and/or any of our rights and/or obligation hereunder to another registered or authorised or unauthorised investment professional.
- 12.10 **Contact details and customer support services**. AGMTrade is committed to provide the most professional customer support services: You are welcome to contact Us in any question and/or concern You may have in the following contact method:

Contact Us:

Please feel free to contact our customer support team at cs@agmtrade.com for any clarifications before you use or continue to use any Service.

For more information on how to file a complaint, technical shooting, trading-related and/or account questions, please visit [here](#).

PLEASE PRINT A COPY OF THESE TERMS AND CONDITIONS FOR YOUR RECORDS.

Appendix I: AGMTrade Glossary

For purposes of these Terms and Conditions and all the documentation forming an integral part of the Agreement and attached to the Agreement, the terms used herein and in such documentation shall have the following meanings:

1. “Agent” is a third person acting on behalf of 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 Client.
2. “AML/CTF Policy” is a set of rules and measures imposed with the purpose of meeting anti-money laundering and counter-terrorism financing guidelines as a prevention of money laundering and terrorism funding. Such measures include Know Your Customer policy, on-going monitoring of Clients’ data and Transactions and other rules as described on AGMTrade’s Website.
3. “Authorised Person” is a person, who is formally and properly empowered to legally represent Client in respect of duties associated with his/her company at the time of proposing acts, entering orders or in other way dealing with AGMTrade.
4. “AGMTrade Website” is a website founded and operate by AGMTrade, which contains updated information about AGM and its services. The website can be reached through the following address: <https://www.agmtrade.com/>.
5. “CFD” refers to the underlying assets include foreign currency, shares, Exchange-Traded Funds (ETFs) and commodities.
6. “Client” and/or “Customer” means any person, who has in his/her own name entered into Agreement and so established legal rights and obligations between himself/herself and AGMTrade arising from and in compliance with the Agreement and other documents, which are declared to be integral part of the Agreement.
7. “Client Account” and/or “Customer Account” shall mean an account opened with AGMTrade solely in the name of Client after entering into the Agreement for the purpose of registering the balance and all Transactions concerning funds of Client.
8. “Closing Position” and/or “Stop” means the process of termination of an opened position. Once this process is successfully completed, legal rights and obligations related to concerned position terminate together with the position, which is then closed.

-
9. "Conflict of Interest" is a situation in which there is a potential of weakening impartiality one of the parties to the Agreement because of discrepancy between the party's interest concerning the Agreement and other professional or self-interest. It also means cases of discrepancy between parties' interests and public interest.
 10. "Agreement" / "Contract" is the Agreement on Provision of Investment Services in relation to financial services provided by AGMTrade (without limitation, including AGM Group Ltd.). It is concluded between AGMTrade and the Client and also includes documentation considered an integral part of the Agreement.
 11. "Credit" is a fictional amount assigned to the platform of MetaTrader. This amount increases the value of equity.
 12. "Currency" is 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.
 13. "Exchange Rate" is the rate between two currencies in which one currency will be exchanged for another.
 14. "Financial Instrument" is an investment instrument in form of real or virtual document representing a legal agreement involving some sort of monetary value.
 15. "Introducing Broker" is a person acting as a tied agent in the respect of referring clients to AGMTrade based on a contractual relationship between AGMTrade and such person. Unless stated otherwise in the agreement between AGMTrade and such person, the Introducing Broker has no right to act in the name of AGMTrade.
 16. "Investment Questionnaire" is a series of questions concerning prospective Client's financial background, trading experience, knowledge plans and goals in investments.
 17. "Leverage" means the use of borrowed capital to be able to make larger trades with a limited amount of money.
 18. "Login" means 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.
 19. "Market Execution" means 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 doesn't allow stop-loss and profit from orders will be specified and set at the moment of placing a new trade.
-

20. "UserCenter" is a mean of distant communication, an internet-based application developed by AGMTrade and its partners for the purpose of facilitating the process of entering into the Agreement, management of Client Account and gathering necessary information about AGMTrade's Clients. UserCenter forms a significant part of Trading System.
21. "Opening Position" means 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.
22. "Password" means a sequence of characters, which is used to determine a person requesting access to Trading System.
23. "Power of Attorney" is 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.
24. "Platform" is specific software provided by AGM Group Ltd., 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.
25. "Politically Exposed Person" is a natural person 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.
26. "Quotation" means specified prices of Financial Instruments offered at specific time to the Client.
27. "Spread" means 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 market.
28. "Trading Hours" are time frames during which the transactions on particular Financial Instrument can be executed. Trading Hours of AGMTrade are generally from Sunday 23:00 PM (GMT) through Friday 22:00 PM (GMT).
29. "Trading System" is a complex of software and internet-based applications provided by AGM Group Ltd. to the Client in a way of connecting to the dedicated servers designated for that purpose by AGMTrade, facilitates the process of provision of Investment and Supplementary Services.

30. "Transaction" means an agreement arranged by AGMTrade between Client acting as a seller or buyer of Financial Instruments and third person as counterparty.
31. "Transaction Account" is one or more accounts, which meet the requirements set in *Section 4.4* and which have successfully passed the process of Verification.
32. "Transaction Confirmation" is 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.
33. "Transaction Debit Card" is one or more debit cards, which meet the requirements set in *Section 4.3.3* for natural person; and/or *Section 4.3.4* for legal entity (company) and which have successfully passed the process of Verification.
34. "Transaction Margin" means collateral in the form of monetary funds, which is necessary to be provided by Client for particular opened position.
35. "Transaction Order" is an order placed by Client for AGMTrade to conclude a Transaction.
36. "Unavoidable Circumstances" are circumstances that arise independently of the will of party obligated under the Agreement and which prevent this party of Agreement from performing its obligation, provided that it cannot be reasonably expected that the obligated party could overcome such circumstances or its consequences, and further that the occurrence of the circumstances was unpredictable at the time when the obligated party undertook to perform the obligation.
37. "Verification" is the process or act of checking and potentially confirming the truth and validity of information provided by Client to AGMTrade. 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 Agreement. Without due and successful Verification the Agreement cannot be entered into.