

ICE-FX Markets Limited, Reg. No: LL12180, License No: MB/15/0007
U0064, 3rd Floor, Jalan OKK Awang Besar, 87000 Labuan FT, Malaysia

TRADING TERMS AND CLIENT AGREEMENT

ICE-FX MARKETS LIMITED



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1. GENERAL PROVISIONS

- 1.1 This Agreement, together with the annexes and accompanying documentation, contains the terms and conditions for provision of services by ICE-FX Markets Limited, registered at U0064, 3rd Floor, Jalan OKK Awang Besar, 87000 Labuan FT, Malaysia, with registration number LL12180 (the "Company") to the client (the "Client") registered and verified by the Company, the relationship between the Company and the Client (jointly referred to as the "Parties" and separately as "Party"), rights and obligations, and the dispute resolution mechanism.
- 1.2. Since this Agreement is a distance contract, its signing is optional. An unsigned copy has the same legal effect as a signed one.
- 1.3. Domain name ICE-FX.com (the "Website") belongs to the Company. The Company can register other websites for promotional or marketing purposes.
- 1.4. The ICE-FX brand belongs to the Company. It is not allowed to use this brand for any commercial purpose without the Company's express permission.
- 1.5. The Client understands and agrees that the Company's official language is Russian. The Client is expected to refer only to those legal documents and announcements relating to the Company's activities, which are posted on the Website.
- 1.6. If the Client violates any of the provisions in this Agreement, the Company may terminate the contract unilaterally. In this case, if the Client has open positions, the Company may close them and return the released funds to the account used by the Client to deposit them.
- 1.7. The Company may unilaterally amend this Agreement and other documents and information provided on the Company's Website, while notifying clients of such changes by publishing this information in the news feed section of the Website at least fifteen (15) days in advance before such changes enter into force. The Client understands and accepts that the Company is not obliged to individually notify him about changes that have occurred and that the Client is expected to follow the changes on the Website in the same way as for other publications that will be posted on the Website.
- 1.8. In the event that the Client does not agree with any amendment, the Client may terminate the Agreement by notifying the Company's representatives of such intention at least 5 days before the anticipated effective date of the amendment, having previously closed all open positions.
- 1.9. The Agreement is an open-ended agreement. It does not have an ending date but will continue to remain valid until one of the Parties expresses a desire to terminate it.
- 1.10. Annexes hereto are an integral part of the Agreement. The Company reserves the right, in case of need, to send additional annexes to the Client, which regulate trading and/or other conditions and services provided by the Company.

2. DEFINITION OF TERMS

Authorized person	An individual who is fully authorized to act in the Client's interests under this Agreement.
Base currency	The currency used to open a Client Account.

Balance	The financial result of all the fully executed transactions, including deposit/withdrawal transactions.
Contract Details	Trading information, including spread, swap, margin requirements, lot size for each Financial Instrument provided by the Company.
Client	Any natural or legal person that receives the Company's services.
Company	ICE-FX Markets Limited, Reg. No: LL12180 Unit Level 4(AU0064, 3rd Floor, Jalan OKK Awang Besar, 87000 Labuan FT, Malaysia.
Personal Area	The Client's personal page on the Website, intended for identification of the Client, recording of non-trading transaction orders, and for placement of reference information.
Margin	The funds needed for the Client to maintain open position.
Company's Operating Bank	One of the banks where the Company has accounts
Access passwords	Data provided by the Company for accessing the Trading Platform and Personal Area.
Client's account details	An account opened in the Client's name by a bank, payment provider or credit card issuer.
Regulator	Labuan Financial Services Authority (Labuan FSA) Level 17, Main Office Tower, Financial Park Complex, Jalan Merdeka 87000, Federal Territory of Labuan, Malaysia.
Free Margin	The amount of funds available on the Client Account, which can be used for trading.
Spread	The difference between Ask price and Bid price
Funds	A secured part of the Client Account that includes all open position, limited by balance and profit (loss) on open position by the formula: Balance +/- Open Position +/- Swap - Commission.
Client Account	All accounts opened by the Company for the Client for trading and investing purposes.
Trading Terminal	MetaTrader 4 client terminal, available for download from the

Website.

Transaction	Any type of transaction on the Client Account. It includes but not limited to opening or closing positions for purchase or sale of selected Financial Instruments, deposits, withdrawals, etc.
Margin Level	$(\text{Funds}/\text{Margin}) \times 100$. It determines the status of a Client Account.
Manager	A Client who has registered with the Company as a trader and has created a Managed Account.
Financial Instrument	The Financial Instrument described in paragraph 5.1.

3. RISK WARNING

- 3.1. Trading in derivative instruments, such as contracts for difference that have high leverage, requires the Client to clearly understand his skills, capabilities and exposure to risk before deciding to cooperate with the Company. The Client must decide whether the trade is suitable for him, basing this decision on his own experience, goals, financial resources, investment objectives, etc.
- 3.2. The initial margin required to start trading is relatively small when compared to the volume of trading in foreign exchange contracts for differences in exchange rates. This is so because trading operation has a high leverage. This means that a relatively small movement in the market can significantly affect trading results, leading to either profit or loss. For open positions, the margin should always be maintained not below the minimum required level. If the market moves against the Client's position or the margin level rises, the initial deposit is likely to be lost and the Client will be forced to introduce additional margin in a short time to maintain his position. If a Client is unable to provide sufficient margin within the relevant time frame, his position may be closed at a loss, and the Client will be liable for any shortage in the account caused by the prevailing situation.
- 3.3. The use of certain orders (for example, stop-loss or stop-limit), which are intended to limit losses not lower than the specified value, may be ineffective if market conditions do not allow such orders to be executed. There are cases, where it is difficult or impossible to close a position without incurring a significant loss. Strategies that use combinations of such positions as 'spread' and 'straddle' can be as risky as using 'long' and 'short' positions.
- 3.4. Market conditions (for example, lack of liquidity) or rules in some markets (for example, suspension of trading on any contract or in any contract month due to price restrictions or suspension in trading due to a sharp price change) may increase the risk of loss, because they make it difficult or impossible to influence trading operations or close/open positions.
- 3.5. Before you start trading, you need to know about all commissions, fees and other payments that you will be subjected to as a Client. These payments are levied on profits (if any) or are added to your loss.
- 3.6. All information contained on the Website, including news, opinions, analytics, and exchange rates, cannot be considered as investment advice or call to action. The Website

administration is not liable to users for losses that could be caused by decisions made using any information on the Website.

4. ANTI-MONEY LAUNDERING REGULATIONS

- 4.1. The Company must comply with certain anti-money laundering regulations established by the Regulator, EU authorities, as well as by local authorities in places where the Company opened bank accounts. These regulatory bodies require investment companies to obtain certain confirmatory and clarifying documents from their clients.
- 4.2. The Company may ask the Client to give details about the origin of funds used for investment and about the way used to obtain the funds. This process may require providing documentary evidence.
- 4.3. The Company reserves the right not to comply with instructions received from the Client if the Client failed to provide information requested for by the Company. The Company is not liable for all delays caused by inaccurate, expired, or invalid documents provided by the Client.

5. LIST OF SERVICES

- 5.1. The Company provides investment services to the Client for the following Financial Instruments:
 - 5.1.1. Execution of orders on behalf of the Client in respect of contracts for difference on the spot market of Forex and precious metals;
- 5.2. Contracts for difference that reflect trading in Financial Instruments, including exchange rates on the Forex market, do not provide for physical delivery of the underlying Financial Instrument.
- 5.3. By accepting this Agreement, the Client confirms and agrees to perform all Transactions related to these services.

6. COMMUNICATION BETWEEN THE COMPANY AND THE CLIENT

- 6.1. To transmit information to the Client, the Company uses the Website, messaging tools associated with the Website, e-mail and phone numbers indicated by the Client while registering on the Company's Website.
- 6.2. Reports containing information about transactions and their results, as well as the Client Account balance, can be viewed at any time in the Client's Personal Area.
- 6.3. The Client can use all the communication means indicated on the Website to communicate with the Company.
- 6.4. The Client is obliged to familiarize himself with the information sent by the Company and immediately notify the Company of any errors contained in such information.
- 6.5. To transfer information, the Client shall use only those contact details that were specified in the registration form and were verified by the Company. The Client may not invoke invalidity or change these contact details if the Company was not properly informed about such changes and these changes were not entered into the Client's personal data in his Personal Area.
- 6.6. The Client is aware and agrees that all phone conversations between the Client and the Company's representatives will be recorded and that all orders issued and information transmitted will be stored. This information can be used by the Company to confirm the Client's actions and to resolve disputes that may arise during interaction between the

Company and the Client.

- 6.7. The Client agrees that the information communicated to the Client through the Website and the Client's contact details specified while registering on the Website is not a recommendation for transactions or a call to perform certain actions.
- 6.8. The Client agrees that the information received from the Company's employees in the course of personal communication or through phone conversations is not a recommendation for transactions or a call to perform certain actions.
- 6.9. The Client accepts full responsibility for all actions performed by him in his trading account. For all his investment decisions, he relies solely on his own reasoning, experience, and investment/trading decisions.

7. TECHNICAL WORK

- 7.1. The Company may from time to time carry out technical work aimed at improving the system's operation, troubleshooting, and commissioning of new modules and tools.
- 7.2. During technical work, access to Personal Areas and trading operations can be partially or completely stopped.
- 7.3. The Company is obliged to announce any scheduled technical work in advance on its Website.
- 7.4. In the event of technical breakdowns or failures, which the Company could not foresee or prevent, access to Personal Areas may be closed without warning and this situation must be a force majeure event (Paragraph 19 hereof). The Company will do everything possible to restore the system as soon as possible.

8. REGISTRATION ON THE COMPANY'S WEBSITE AND OPENING A CLIENT ACCOUNT IN THE PERSONAL AREA

- 8.1. Before registering on the Website, you confirm that you are not a citizen or resident of the United States.
- 8.2. To become a Client in the Company, you are obliged to correctly fill in all the fields of the registration form, read and accept the following documents:
 - a. Trading Terms and Client Agreement;
 - b. Anti-Money Laundering Policy (AML);
 - c. Risk Warning;
 - d. Privacy Policy;
 - e. Conflict of Interest Management Policy;
- 8.3. The Client must provide all documents needed to verify the identity of a Client in accordance with the "Know Your Customer" Policy.
 - 8.3.1. The documents must be provided in English or Russian. If the documents being provided are translated into English or Russian, such translations must be notarized or sealed with the stamp of the respective translation agency.
 - 8.3.2. If the Client provides a document that does not meet the requirements or that raises doubts about authenticity, the Company may request for additional documents.
- 8.4. The Company assumes that all information transmitted by the Client is correct, valid and reliable. The client is responsible for the correctness, reliability and validity of the data provided and for any possible consequences from inaccuracy or invalidity of information provided.

- 8.5. In the event that any personal data is changed, the Client is obliged to properly notify the Company about such changes as soon as possible. The Client is obliged to make sure that the personal data contained in his Personal Area is always correct, valid and reliable throughout his cooperation with the Company.
- 8.6. After the Client has successfully registered on the Website and the Company has verified the data provided by him, he will be able to use his Personal Area to open one or several accounts.
 - 8.6.1. After the Client has submitted an account opening request, the Company automatically creates accounts in the Client's Personal Area. The Client may choose one or more of the trading or investment accounts offered by the Company. Information about these accounts is available on the Website.
 - 8.6.2. The Client can have no more than three accounts with zero balance.

9. ACCESS PASSWORDS

- 9.1. After going through the identification procedure and opening accounts, the Company generates and sends by e-mail (the email address specified during registration on the Website) and by SMS text message (to the mobile phone used for registration on the Website) Access Passwords for the terminal, trading and investment accounts, as well as for funds located in them. The Client may change the Access Passwords at any time.
- 9.2. The Client undertakes to keep the Access Passwords in a secure place and not to disclose them to third parties under any circumstances.
- 9.3. The Client is obliged to use the phone password to transmit an order via telephone communication.
- 9.4. The Client agrees that the Company cannot know if the Client transferred his Access Password to third parties. It is assumed that all orders, with proper authorization on the Website using correct Access Passwords, were given by the Client and that the Company is not responsible for the consequences (if any) of the Client disclosing Access Passwords to third parties.
- 9.5. If third parties attempt to gain unauthorized access using the Access Passwords, or if a password is lost, the Client shall immediately notify the Company about such incident.

10. CLIENT ACCOUNT

- 10.1. The Client is required to open an account with the Company in order to be able to make Transactions as described herein.
- 10.2. The base currency of all accounts is USD (United States dollars).
- 10.3. The Client does not intend to use this account for payments to third parties.
- 10.4. Any funds received by the Company in a currency in which the Client does not have an open account shall be converted by the Company into the Client's Base Currency. The conversion is made at the exchange rate of the Company's Operating Bank or electronic payment system used to deposit funds in the Client Account on the day such funds are credited to the Company's account.
- 10.5. The Company does not pay interest accrued on funds in the Client Account. By accepting this Agreement, the Client waives his rights to all interests accrued on funds placed on the

Company's bank accounts and agrees that the Company may use accrued interest to cover its own administrative or operating costs.

- 10.6. If the Client opens several accounts, the Company may and will treat all open accounts as a single account. The Company may process these accounts in order to make the necessary money transfers if there are negative balances in some of the accounts, without affecting the other rights of the Company.

11. KEEPING CLIENT FUNDS

- 11.1. Client funds are kept separately from the Company's funds on a specially segregated account in the Company's Operating Bank. These funds are protected by EU laws.
- 11.2. While the Client funds are in the Company's bank accounts, the Company will take all possible actions to avoid misuse of the Client funds and ensure their safety within the limits of its authority.
- 11.3. The Company maintains separate entries in its financial statements for Client funds and for Company's funds, and can always distinguish the funds of one Client from the funds of another and from its own funds. This meets the Regulator's most stringent requirements.

12. MONEY TRANSFERS

- 12.1. The client must clearly indicate his name and all necessary information on the payment document, in accordance with international law against money laundering and terrorism financing. The Company does not accept transfers from third parties to a Client Account.
- 12.2. Any amount transferred by the Client to the Company will be credited to the Client Account on the day the payment is received by the Company in full, minus all deposit/withdrawal commissions charged by banks or payment systems, which are paid by the Client, unless otherwise stipulated by supplemental agreements to this Agreement or by the terms and conditions of promo events.
- 12.3. The Company may refuse the Client from carrying out money transfer in the following cases:
 - 12.3.1. If the money came from a third party.
 - 12.3.2. If the Company has reasonable grounds to suspect that the person making the transfer is not an Authorized person.
 - 12.3.3. If the transfer contradicts the laws of Vanuatu, Andorra or the European Union.
- 12.4. For any transfer that falls under the above-mentioned conditions, the Company will send the funds back in the same way that was used to transfer them. In this case, all the deposit/withdrawal commissions incurred by the Client will be borne by the Client.
- 12.5. The Client may withdraw from the Client Account funds that are not used to maintain the Margin and that are free from all other liabilities (Free Margin) without closing the Client Account.
- 12.6. Any amount payable from the Company to the Client must be transferred directly to the Client's account details. All money transfer requests are processed by the Company within the timeframe specified in the Company's Regulations on the Website, as well as the time needed to credit funds to the Client's account details, which depends on the bank or payment system from where the funds are being transferred.

- 12.7. Withdrawal of funds by the Client must be done in the same manner as used for transferring them to the Client Account and to the same sender. The Company reserves the right to reject any selected withdrawal method and propose a different withdrawal method. In this case, the Client will have to send a new withdrawal request or request for additional documentation while processing an existing withdrawal request.
- 12.8. A Client can make money transfer requests only through his Personal Area on the Website. System failures may cause deposit/withdrawal delays, which the Company will try to fix as soon as possible.

13. ORDER TRANSMISSION AND EXECUTION

- 13.1. The Client understands and agrees that all instructions are transmitted by the Client to the Company through the Trading Terminal or through telephone communications using a phone password.
- 13.2. The Client can open and close positions through the Trading Terminal. He can add or change orders by placing Buy/Sell, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss and/or Take Profit orders on any Financial Instrument.
- 13.3. The Client is responsible for the accuracy, correctness, completeness of instructions given to the Company.
- 13.4. The Company is not liable for any losses, debts or expenses that the Client might incur from execution of the instructions transmitted by him. The Client bears full responsibility for all instructions and orders, as well as for the accuracy of information transmitted by him through the Internet or in any other way. The Company is not liable for any delays or inaccuracies that may arise in the transmission of any instruction, which are beyond reasonable control of the Company.
- 13.5. Depending on the technologies provided by third parties (Metaquotes, Webtrader, etc.), the Company shall not be held responsible for any losses incurred by the Client arising from interference or failure caused by the services provided by these third parties.
- 13.6. Given the level of volatility in market prices and volumes, the Company does its utmost to ensure best execution of the Client's orders in the current market conditions. The Client's orders (Buy/Sell, Buy Limit, Buy Stop, Sell Limit, Sell Stop, Stop Loss and/or Take Profit) are executed at the requested price. However, when there is high volatility in the market, or when important news are released or when there are gaps in opening a new trading session, Buy/Sell Stop and Stop Loss orders might not be executed at the requested price, but will be executed at the best possible price. In this case, Take Profit orders that are lower/higher than Buy Stop/Sell Stop orders or Stop Loss orders that are higher/lower than Buy Stop/Sell Stop orders will be deleted upon activation.
- 13.7. The Company may increase or decrease the Spread on Financial Instruments, depending on the current market situation.
- 13.8. The size of the swap depends on the level of interest rates and on commissions charged by the Company to maintain "overnight" position. The Company may change the swap on any Financial Instrument at any time, and the Client agrees that information on any swap change will be posted on the Website. The Client acknowledges and agrees that he is responsible for acquainting himself with any changes in the "Contract Details" posted on

the Website so as to remain informed of any changes to the swap before opening an order in the Trading Terminal.

- 13.9. All orders are opened in sizes, expressed in “lots”. A lot is a unit in which the amount of a Transaction is measured and which can vary depending on the selected Financial Instrument. The minimum volume of an order is 0.01 lot.
- 13.10. By accepting this Agreement, the Client has read, understood and agreed to the default leverage amount indicated on the Website. The leverage can be changed by the Client in the Personal Area on the Website. The maximum size is 1:300.
- 13.11. The Company is not responsible for the Client’s use of additional functionalities, for example, trade advisers – these functionalities are executed on the client terminal.
- 13.12. If the Margin Level falls below 60%, the Company may start to close Client’s open positions, beginning with the most unprofitable ones. If the Margin Level falls below 40%, all the Client’s open positions, starting from the most unprofitable ones, will be automatically closed at the current market price.
- 13.13. From time to time, there may be errors on the side of the Company’s liquidity providers. In such cases, the Company reserves the right to cancel or change the terms of any Transaction containing such an error. This type of error is categorized as “obvious errors”, and when it occurs, the Company will cancel the results for all Transactions that have been executed based on erroneous data. If there are no signs of fraud or negligence on the part of the Company, the Company shall not be liable to the Client for any losses caused by an “obvious error”.

14. REFUSAL TO EXECUTE INSTRUCTIONS

- 14.1. The Company may refuse to execute an instruction from the Client in the following cases (including but not limited to the list):
 - 14.1.1. If the Client does not have sufficient funds on the Client Account.
 - 14.1.2. If the Company has grounds to suspect fraudulent actions or actions that are contrary to existing laws by the Client.
 - 14.1.3. If the Client’s instructions contain incorrect data or are incomplete and inaccurate.

15. COMPANY’S COMMISSIONS

- 15.1. The Company levies a commission as prescribed in the “Contract Details” for each opened transaction through the Trading Terminal or by telephone. The commission is automatically deducted at the time of opening a transaction.
- 15.2. The Company may deduct any amount that the Client owes it from the Client Account. For this purpose, the Company may combine or make transfers between any accounts belonging to the Client. The Company may close any open trading position of the Client with the aim of settling all the Client’s obligations to the Company.
- 15.3. The Company shall not be responsible for the Client’s payment of appropriate profit taxes from his trading activities in accordance with the legislation of his jurisdiction.
- 15.4. By accepting this Agreement, the Client confirms that he has read, understood and agreed to the “Contract Details” posted on the Website in which all trading conditions, including all commissions charged by the Company, are indicated and explained.

- 15.5. A Client, who is an Investor, shall pay for the Manager's services based on the terms stipulated in the relevant offer, which the Investor accepts before starting his cooperation with the Manager.
- 15.6. All commissions associated with deposit/withdrawal of funds to/from a bank account or payment systems shall be paid by the Client, unless otherwise stipulated by supplemental agreements to this Agreement or by the terms and conditions of promo events.
- 15.7. If funds are erroneously sent to any of the Client Accounts without any reason, the Client shall immediately notify the Company of such error. The Company may withdraw the said amount from the Client Account without the Client's consent. The Client is not entitled to give orders with regards to such erroneously transferred funds. The Company may reject such orders.
- 15.8. If the Company withdraws funds from the Client Account without any reason, the Company is obliged to refund the amount in full.

16. COMPANY'S LIABILITIES

- 16.1. The Company is not liable for losses, debts or expenses incurred from provision of services described in this Agreement, except for cases where such loss, debts or expenses were caused by gross negligence, intentional default or financial fraud committed by the Company, while executing the Client's instructions. The Regulator or a court shall be the only body that can decide whether negligence, intentional default or financial fraud has been committed.
- 16.2. The Company is not liable for losses, debts or expenses that the Client may incur from negligence, intentional default, financial fraud or other actions of third parties (banks, payment systems, etc.), who are involved in provision of the services described in this Agreement and/or involved during execution of the Client's money transfer instructions.
- 16.3. Neither the Company, nor any third party acting on behalf of the Company and rendering any services to the Client, nor the management of the Company, nor its employees, agents or representatives, shall be liable to the Client (except for fraud) for any indirect, inadvertent, punitive damages, losses or indebtedness that the Client may incur as a result of provision of the services described in this Agreement. The expression "inadvertent damages, losses or debts" includes damages, losses or debts resulting from the Client's inability to sell a Financial Instrument when the price falls or to buy a Financial Instrument when the price rises due to reasons not related to improper performance of obligations by the Company.

17. BLOCKING A CLIENT ACCOUNT

- 17.1. The Company may block one or several accounts belonging to the Client or request the Client, if necessary, to close all open transactions immediately, in the following cases:
 - 17.1.1. If the Company suspects there has been an unauthorized access to the Client's Personal Area, or the Client has requested to block his accounts due to unauthorized third party access to the Client's Personal Area.
 - 17.1.2. If the Client's contact details were changed without properly notifying the Company's representatives.

- 17.1.3. The Company has suspicions about the illegal origin of the Client's funds or the use of the Company's tools and services for illegal activities;
- 17.1.4. The Client does not perform his obligations hereunder.
- 17.2. The Company shall unblock the Client's account or several accounts once the cause of such blockage has been addressed.

18. TERMINATION OF AGREEMENT

- 18.1. Any Party may terminate this Agreement by sending a written notice to the other Party at least five (5) working days prior to the intended date of termination. While preparing to terminate the Agreement, the Client is obliged to close all open positions. If the Client has opened new positions during this termination process, the Company may unilaterally close them at its discretion.
- 18.2. After this Agreement has been terminated, the Company may deny the Client access to the Trading Terminal without prior notice.
- 18.3. The Company may terminate this Agreement instantly without giving a 5-day notice in the following cases:
 - 18.3.1. If the Client dies.
 - 18.3.2. If the Regulator or a court orders for the Agreement to be terminated.
 - 18.3.3. If the Client breaches the terms and conditions of this Agreement, which, in the Company's opinion, prevents execution of this Agreement.
 - 18.3.4. If the Client involved the Company, directly or indirectly, in any type of fraud in which he exposed the Company and other clients to risks.
 - 18.3.5. If the Client is found to be contacting indexed Managers in order to offer any cooperation, bypassing the Company (all interactions with indexed managers are done only through the Company).
 - 18.3.6. If the Client is found to be obtaining referral payments from himself (multi-registration with his own referral link), defined as: intersection of the agent's IP address and referral's IP address, referral connection between relatives, etc.
 - 18.3.7. If the Client attempts to withdraw his bonus funds received from various promos held by the Company. Such attempt to withdraw bonus funds is considered as a fraudulent action and leads to blocking of the account. If the intention of these actions is confirmed, the agreement is then terminated.
- 18.4. Termination of this Agreement shall not terminate the rights arising from existing obligations or other contractual obligations that must remain in force after the Agreement has been terminated. Upon termination, the Client is obliged to pay for:
 - 18.4.1. Any existing commissions of the Company and any other debt that the Client owes the Company.
 - 18.4.2. Any expenses that the Company might incur from termination of this Agreement.
 - 18.4.3. Any damage that may arise from repayment of existing open obligations.
- 18.5. The Company may deduct from the Client's available balance the necessary amount to compensate for the above expenses.
- 18.6. After termination of the Agreement, the Company is obliged to return to the Client all his funds still held by the Company, while at the same time may withhold the amount needed to

pay for all the Client's existing obligations.

19. FORCE MAJEURE

- 19.1. The Parties shall not be liable for non-performance or improper performance of their obligations hereunder if the defaulting Party proves that force majeure, which was difficult or impossible to foresee and prevent, was the cause of such failure. Force majeure events include earthquakes, floods, tsunamis, other natural disasters, man-made disasters, epidemics, terrorist acts, riots, acts and actions of authorities, embargoes, wars, armed conflicts, or other circumstances not dependent on the Parties' will.
- 19.2. Force majeure events also include liquidation, suspension or closure of any market, introduction of restrictions or non-standard terms and conditions of trade in any of the markets, where the Company operates. Force majeure also includes technical breakdowns, failures or malfunctions that the Company could not foresee or prevent.

20. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 20.1. This Agreement and all relations between the Company and the Client are governed by the laws of the Federal Territory of Labuan, Malaysia and by the Labuan Companies Act 1990 and the Labuan Financial Services and Securities Act 2010. The Parties shall make every effort to resolve all their disputes through negotiations.
- 20.2. If the Parties are unable to reach a compromise, consensus or resolve their dispute through negotiations, the Parties may refer the case to the Regulator. The Regulator's contact details are:
Labuan Financial Services Authority (Labuan FSA)
Level 17, Main Office Tower, Financial Park Complex, Jalan Merdeka,
87000, Federal Territory of Labuan, Malaysia.
<https://www.labuanibfc.com>
- 20.3 If the Regulator is unable to resolve the dispute, the dispute shall be resolved in court at the Company's place of registration. Company's registration information:
ICE-FX Markets Limited, Reg. No: LL12180, License No: MB/15/0007
U0064, 3rd Floor, Jalan OKK Awang Besar, 87000 Labuan FT, Malaysia.