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**VENTURE SECURITIES LIMITED**

**GOVANT BUILDING , PO BOX 1276,  
PORT VILA , VANUATU  
COMPANY NUMBER - 40225**

February 10, 2016

## 1. Subject of the agreement

- 1.1. This Client Agreement is entered into by FX Nice Incorporated in the name of Venture Securities Limited (hereinafter referred to as “Company”) and the Client who submitted a registration form at [www.fxnice.com](http://www.fxnice.com) (hereinafter referred to as “Client”).
- 1.2. The Company is registered and regulated and governed by the Law of Vanuatu . Any legal claims will be a subject of the court hearings. Company’s legal address is Govant Building, PO Box 1276 Port Villa Vanuatu. Company Number - 40225
- 1.3. The Agreement sets forth the relationship between the Client and the Company including but not limited to: orders’ execution, Client policies, payments and/or payouts, claims resolution, fraud prevention, communication and other aspects.
- 1.4. Any possible arguments between the Client and the Company will be settled in compliance with the Agreement unless stated otherwise.
- 1.5. By entering into the Agreement the Client guarantees that he/she is a person of a legal age. In case the Client is a legal entity, it guarantees the entity is capable and no other parties are eligible to perform any actions, claims, demands, requests, etc in respect to the Client’s trading account.
- 1.6. All the operations on and with the Client’s trading account are performed in full compliance with this Agreement unless stated otherwise
- 1.7. The Client has no right to bypass fully or partially his/her obligations by the Agreement on the basis that it is a distance contract.

## 2. Terms definition

- 2.1. “Access Data” denotes all the access logins and passwords related to Client’s trading account(s), Personal Area, or any other data providing access to any other Company’s services.
- 2.2. “Ask” denotes the higher price in the Quote at which the Client may open a “Buy” order.
- 2.3. “Balance” denotes the total of all the closed orders (including deposits and withdrawals) in the Client’s trading account at a given time.
- 2.4. “Base Currency” denotes the first currency in the Currency Pair.
- 2.5. “Bid” denotes the lower price in the Quote at which the Client may open a “Sell” order.
- 2.6. “Business Day” denotes any day between Monday and Friday, inclusive, except any official or non-official holidays announced by the Company
- 2.7. “Company News Page” denotes the section of the Company’s website where the news is published.

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- 2.8. “Currency of the Trading Account” denotes the currency that the Trading Account is denominated in; all the account’s calculations and operations are performed in this currency.
- 2.9. “Currency Pair” denotes the object of a transaction based on the change in the value of one currency against the other.
- 2.10. “Client Information” denotes any information that the Company receives from the Client (or in other ways) related to him/her, his /her trading account, etc.
- 2.11. “Dispute” denotes either:
  - 2.11.1. any argument between the Client and the Company, where the Client has reasons to assume that the Company as a result of any action or failure to act breached one or more terms of the Agreement; or
  - 2.11.2. any argument between the Client and the Company, where the Company has reasons to assume that the Client as a result of any action or failure to act breached one or more terms of the Agreement;
- 2.12. "Energy" — Energy denotes spot West texas Intermediate crude oil or spot Brent Crude Oil
- 2.13. “Floating Profit/Loss” denotes current profit/loss on Open Positions calculated at the current price.
- 2.14. “Force Majeure Event” denotes any of the following events:
  - 2.14.1. any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, electronic, communication equipment or supplier failure, interruption of power supply, civil unrest, statutory provisions, lock-outs) which, in the Company’s reasonable opinion, prevents the Company from maintaining an orderly market in one or more of the Instruments;
  - 2.14.2. the suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event.
- 2.15. “Free Margin” denotes funds in the Client’s account, which may be used to open a position. Free Margin is calculated in the following way:

$$\text{Free Margin} = \text{Equity} - \text{Required Margin}.$$

- 2.16. “Indicative Quote” denotes a price or a quote at which the Company has the right not to accept or execute any Orders or perform any modifications to the orders.
- 2.17. “Initial Margin” denotes the required margin to open a position. It can be viewed in the Trader’s Calculator.
- 2.18. “Instruction” denotes an instruction from the Client to open/ close a position or to place/modify/delete an Order.
- 2.19. “Instrument” denotes any Currency Pair, Metal, Energy or Index CFD. It can be also referred to as “Trading Instrument” or “Trading Tool”
- 2.20. “Leverage” denotes the virtual credit given to the Client by the Company. E.g., 1:500 leverage means that Initial Margin for the Client will be 500 times less than the Transaction Size.

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- 2.21. “Long Position” denotes a buy order, that is, buying the Base Currency against the Quote Currency.
- 2.22. "Lot" denotes 100000 units of the Base Currency, 1000 Barrels of Crude oil or any other number of contracts or troy oz. described in the Contract Specifications.
- 2.23. “Lot Size” denotes the number of units of Base Currency or troy oz. of Metal defined in the Contract Specifications.
- 2.24. “Margin” denotes the amount of funds required to maintain Open Positions, as determined in the Contract Specifications for each Instrument.
- 2.25. “Margin Level” denotes the percentage Equity to Required Margin ratio. It is calculated in the following way:

$$\text{Margin Level} = (\text{Equity} / \text{Required Margin}) * 100\%.$$

- 2.26. “Margin Trading” denotes Leverage trading when the Client may make Transactions having far less funds on the Trading Account compared to the Transaction Size.
- 2.27. “Open Position” denotes a Long Position or a Short Position which is not yet closed.
- 2.28. “Order” denotes an instruction from the Client to the Company to open or close a position when the price reaches the Order Level.
- 2.29. “Order Level” denotes the price indicated in the Order.
- 2.30. “Precious Metal” denotes spot gold or spot silver.
- 2.31. “Price Gap” denotes the following:
  - 2.32.1. Current Bid price is higher than Ask of the previous Quote; or
  - 2.32.2. Current Ask price is lower than Bid of the previous Quote.
- 2.33. “Quote” denotes the information of the current price for a specific Instrument, in the form of the Bid and Ask prices.
- 2.34. “Quote Currency” denotes the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.
- 2.35. “Rate” denotes the following:
  - 2.36.1. for the Currency Pair: the value of the Base Currency in the terms of the Quote Currency; or
  - 2.36.2. for the Precious Metal: the price of one troy oz. worth of the Precious Metal against the US dollar or any other currency (if available) for this instrument; or
  - 2.36.3. for the Energy: the price of one barrel worth of the Energy against the US Dollar or any other currency (if available) for this instrument; or
  - 2.36.4. for the Index CFD: the price of one contract against the currency of the corresponding country.
- 2.37. “Required Margin” denotes the margin required by the Company to maintain Open Positions.
- 2.38. “Risk Disclosure” denotes the Risk Disclosure document.

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- 2.39. “Segregated Account” denotes a bank account where the Clients’ funds are kept separately from the Company’s funds, as the regulations demand.
- 2.40. “Services” denotes any services provided by the Company to the Client.
- 2.41. “Short Position” denotes a sell position, that is, selling the Base Currency against the Quote Currency.
- 2.42. “Spread” denotes the difference between Ask and Bid prices.
- 2.43. “Trading Account” denotes the Client’s personal account in the Company at which the Client can perform orders, transactions, deposits, withdrawals, etc
- 2.44. “Trading Platform” denotes all the Company’s software and hardware environment which provides real-time Quotes, allows Orders placing/modification/deletion/execution. Trading platform also calculates all the mutual obligations between the Client and the Company.
- 2.45. “Transaction Size” denotes Lot Size multiplied by number of Lots.
- 2.46. “Website” denotes the Company’s website at [www.fxnice.com](http://www.fxnice.com).

### 3. Services

- 3.1. Subject to the Agreement, the Company will offer the following Services to the Client:
  - 3.1.1. Receive and transmit trading orders or execute trading orders for the Client using the provided Trading Instruments.
- 3.2. Subject to the Agreement, the Company may enter into Transactions with the Client using the Trading Instruments specified on the Company’s website at [www.fxnice.com](http://www.fxnice.com).
- 3.3. The Company shall carry out all Transactions with the Client on an execution only basis. The Company is entitled to execute Transactions notwithstanding that a Transaction may be not suitable for the Client. The Company is under no obligation, unless otherwise agreed, to monitor or advise the Client on the status of any Transaction; to make margin calls; or to close out any Client’s Open Positions.
- 3.4. The Client shall not be entitled to ask the Company to provide investment advice or to make any statements of opinion to encourage the Client to make any particular Transaction.
- 3.5. The Company shall not provide physical delivery of the Underlying Asset of an Instrument in relation to any Transaction. Profit or loss in the Currency of the Trading Account is credited/ debited from the Trading Account once the Transaction is closed.
- 3.6. The Company will not provide personal recommendations or advice on any specific Transactions.
- 3.7. The Company may from time to time and at its discretion provide information and recommendations in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise. Where it does so:
  - 3.8.1. This information is provided solely to enable the Client to make his own investment decisions and can’t be considered an investment advice;

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- 3.8.2. If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he will not pass it on to any such person or category of persons;
- 3.8.3. Company gives no representation, warranty or guarantee as to the accuracy of completeness of such information or as to the tax consequences of any Transaction;
- 3.8.4. It is provided solely to assist the Client to make his/her own investment decisions and can't be considered an investment advice or unsolicited financial promotions to the Client.
- 3.9. In providing the Client with reception and transmission and/or execution services the Company is not required to assess the suitability of the financial instrument in which the Client wishes to transact, nor the service(s) provided or offered to him.
- 3.10. The Company reserves the right, at its discretion, at any time to refuse to provide the Services to the Client and the Client agrees that the Company will have no obligation to inform the Client of the reasons.
- 3.11. The Company reserves a right to reject the Client by returning him/her his/her initial deposit (that is the total amount deposited by the Client) at any time, in case the Company deems it appropriate and necessary (including but not limited to as the result of Client's malicious, illegal, inappropriate, fraudulent or in any other way unacceptable actions).
- 3.12. Market commentary, news, or other information is a subject to change and may be modified at any time without notice. The information can under no circumstances be considered as a direct or indirect trading advice.
- 3.13. Any trading decision made by the client is his/her sole responsibility. The company is not liable for consequences of such decisions.
- 3.14. By accepting this Agreement the Client confirms he/she has read the communication rules and agrees that he/she is only able to perform orders by means of the Client Terminal only.
- 3.15. The Client agrees that the Company can modify, add, rename or cancel any or the scope of the services offered in this Agreement partially or completely without prior notification. The Client also agrees that the Agreement is applied to the services which may be modified, added or renamed in future in addition to the services provided by the Company at present.
- 3.16. The Company is not liable to (unless set forth in this Agreement) attempt to execute any Client's order at the quotes other than the quotes offered in the Trading Platform
- 3.17. The Company is under no circumstances a tax agent. The Parties comply with their tax and/or any other obligations independently and on their own.

## 4. Client orders and transactions

- 4.1. The Company provides Market Execution on all the trading instruments. The Company applies ECN/STP model to orders' execution, that is, all the Client's positions are offset to the interbank liquidity providers. In some cases the orders may fail to be offset, or the Company may solely decide not to offset an order or a group of orders.

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- 4.2. As a result of the nature of the Market Execution, slippage during orders opening/closure may occur. The Client agrees that such possible occasional slippage is a natural consequence and feature of Market Execution and the Company is not responsible for it in any way.
- 4.3. Any possible open/close price deviation is a subject of the available liquidity. The Company bears no responsibility for the consequences of such deviations and/or price difference from the price requested by the Client.
- 4.4. The Client can cancel a sent order only while it is in queue with “Order is accepted” status. In this case the Client should press “Cancel order” button. Due to the specifics of the Client Terminal order cancellation in this case cannot be guaranteed.
- 4.5. The Client’s request to open/modify or close an order can be declined in the following cases:
  - 4.5.1. During market opening when the order is sent before the first quote is received by the Trading Platform;
  - 4.5.2. In exceptional market conditions;
  - 4.5.3. In case the Client doesn’t have sufficient margin. In this case “Not enough money” or "Insufficient funds" message is displayed by the Trading Platform;
- 4.6. The use of the same IP address by different clients can be a reason to consider all the orders in all the accounts, performed from this IP address, as those performed by the same Client;
- 4.7. Orders opened or closed by off-market quotes can be cancelled:
  - 4.7.1. In case the order was opened by an off-market quote;
  - 4.7.2. In case the order was closed by an off-market quote;
- 4.8. Using arbitrage strategies on linked markets (e.g. currency futures and spot currencies) is prohibited. In case the Client uses arbitrage in either clear or hidden way, the Company reserves a right to cancel such orders.
- 4.9. In exceptional cases short-term orders lasting less than 180 seconds can be cancelled should they be considered an abuse.
- 4.10. The Company reserves a right to cancel Client’s orders in case they do not comply with this Agreement.
- 4.11. In case the Client uses a swap-free account to perform arbitrage orders the Company reserves a right to change the account status back to regular and deposit/charge swaps for the whole period with prior written notification.
- 4.12. A buy order shall be opened by Ask price. A sell order shall be opened by Bid price.
- 4.13. A buy order shall be closed by Bid price. A sell order shall be closed by Ask price.
- 4.14. Swap addition/deduction to open orders is performed from 23:59:00 to 00:01:00, terminal time. So the swap charges (or, on the contrary, payouts) will be applied to all open orders during the period from 23:59:00 to 00:01:00, terminal time.
- 4.15. The Company reserves a right to increase spreads in case one or more of the following events occur:
  - 4.15.1. In case the market conditions become irregular;
  - 4.15.2. In case trading conditions for one or more currency pairs are changed;
  - 4.15.3. In case of Force Majeure event(s);

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## 5. Order processing

- 5.1. At the moment when Client's order to open the position comes to the server, an automatic check of the trading account for free margin for the open order is carried out. In the event that the necessary margin is present, the order is opened. If the margin is not sufficient, the order is not opened. Due to Market execution an opening price may differ from the requested one. The note about the open order appearing on log-file of the server declares that Client's request has been processed and the order has been opened. Each open order on the Trading Platform receives a ticker.
- 5.2. While opening an order on the market the Client shall not submit orders "Stop Loss" and "Take Profit" due to Market Execution. Setting "Stop Loss" and "Take Profit" is performed by modifying an open order

## 6. Mandatory position closure (Margin call and stop out)

- 6.1. Margin call occurs whenever account's margin level falls below a designated percentage described in the Trading Account specification on the Company Website . The Company is entitled but not liable to close Client positions in this case.
- 6.2. The Company is liable to mandatory close Client open positions without prior notification in case Margin level falls below the designated percentage described in the Trading Account specification on the Company Website. This event is called Stop Out.
- 6.3. Stop out is executed at a current market quote on a first-come-first-serve basis. Stop out will be fixed in server's log-file as "stop out".
- 6.4. In case the Client has several open positions, the first position to close will be the one with highest floating loss.
- 6.5. In case Stop Out leads to account balance becoming negative, this does not imply any debt payments from the Client and can't be deemed as such. The Company will compensate the account balance to zero. In exceptional cases (should the Company deem Client's actions as fraudulent or intentional) the debt may be claimed by the Company.
- 6.6 Margin Call and Stop Out levels may be increased during news releases, periods of high market volatility, abnormal market conditions and other irregular events.
- 6.7. On All types of account at margin level below 30% the Company will partially, or fully if necessary, close the positions.

## 7. Leverage modification

- 7.1. Leverage modification by the Client is only allowed once in every 24 hours.

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- 7.2. The Company reserves a right to modify Client's leverage settings at any time. without prior notification.
- 7.3. The following leverage restrictions are applied to all account types:
  - 7.3.1. Leverage 1:500 is provided for accounts with maximum deposit of up to 5000 USD/EUR (depending on the account currency)
  - 7.3.2. Leverage 1:200 is provided for accounts with maximum deposit of up to 30000 USD/EUR (depending on the account currency)
  - 7.3.3. Leverage 1:100 is provided for accounts with maximum deposit of up to 70000 USD/EUR (depending on the account currency)
  - 7.3.4. Leverage 1:50 is provided for accounts with maximum deposit of up to 100000 USD/EUR (depending on the account currency)
  - 7.3.5. Leverage 1:33 is provided for accounts with maximum deposit of up to 200000 USD/EUR (depending on the account currency)
  - 7.3.6. No limitations are applied to 1:5 and 1:1 leverages
  - 7.3.7 The Company may at its discretion change the leverage of any account under circumstances different from the cases described in the Agreement should it be deemed necessary or appropriate.

## 8. Trading conditions

- 8.1. Complete trading conditions including but not limited to current spreads, currency pairs, lot sizes, transaction sizes, long and short swaps, commissions, volume and/or deposit limitations, account types, etc is located at the Company's website at [www.fxnice.com](http://www.fxnice.com). The Company reserves a right to modify/add/cancel any or all of the trading conditions. Such modifications are a subject of prior notification.
- 8.2. Any kind of abusing and/or taking unfair (direct or indirect) advantage of the Company's trading conditions may be a subject of investigation. Should facts of such abuses arise, the profit and/or loss gained with this advantage may be canceled by the Company's sole decision. The Client fully acknowledges this.

## 9. Pending orders

- 9.1. The following kinds of pending orders may be executed in the Trading Software:
  - 9.1.1. Buy Limit – an order to open a “Buy” position if Ask price becomes lower or equal to the order price. The current price at the moment of placing an order is higher than the Buy Limit order price;
  - 9.1.2. Buy Stop – an order to open a “Buy” position if Ask price becomes higher or equal to the order price. The current price at the moment of placing an order is lower than the Buy Stop order price;



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- 9.1.3. Sell Limit – an order to open a “Sell” position if Bid price becomes higher or equal to the order price. The current price at the moment of placing an order is lower than the Sell Limit order price;
- 9.1.4. Sell Stop – an order to open a “Sell” position if Bid price becomes lower or equal to the order price. The current price at the moment of placing an order is higher than the Sell Stop order price;
- 9.1.5. “Stop Loss” – an order to close an open position at a certain price in case the position generates losses.
- 9.1.6. “Take Profit” – an order to close an open position at a certain price in case the position generates profit.

## 10. Orders’ rules

- 10.1. Opening, modification and deletion of orders is only allowed during active trading hours set forth in the Contracts Specification. Opening, modification and deletion of orders is not allowed beyond trading hours when trading is not allowed.
- 10.2. In the exceptional case of irregular market conditions, trading for a certain tool may be prohibited (fully or partially, temporarily or permanently) until the conditions remain irregular or until further notice.
- 10.3. All the pending orders, Take Profit and Stop Los are executed will be cancelled immediately at market closing time.
- 10.4. In case one or several order parameters are invalid or missing, an order may be declined by the Trading Platform.
- 10.5. The Company at its sole discretion will specify the current market price.
- 10.6. Orders of all types shall not be placed closer than a stated number of points to the current price. The minimum distance in points from the current price may be varied with prior notice.
- 10.7. A note in server log-file about the order opening means the Client has opened an order and agrees with it. Each order receives a unique number (a ticker).
- 10.8. In case an order opening is requested before the first quote appears in the Trading Platform, it will be rejected by the Trading Platform. A message “No price/Trading is forbidden” will appear in the Client Terminal.
- 10.9. A note in server log-file about the order closure or modification means the Client has modified or closed an order and agrees with it.
- 10.10. In case an order closure or modification is requested before the first quote appears in the Trading Platform, it will be rejected by the Trading Platform.

## 11. Pending orders execution

- 11.1. A pending order is executed in the following cases:

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- 11.1.1. Buy Limit order – whenever current Ask price becomes lower or equal to the order price;
- 11.1.2. Buy Stop order – whenever current Ask price becomes higher or equal to the order price;
- 11.1.3. Sell Limit order – whenever current Bid price becomes higher or equal to the order price;
- 11.1.4. Sell Stop order – whenever current Bid price becomes lower or equal to the order price;
- 11.1.5. Take Profit order for a “Buy” position – whenever current Bid price becomes equal or higher than the order price;
- 11.1.6. Stop Loss order for a “Buy” position – whenever current Bid price becomes equal or lower than the order price;
- 11.1.7. Take Profit order for a “Sell” position – whenever current Ask price becomes equal or lower than the order price;
- 11.1.8. Stop Loss order for a “Sell” position – whenever current ask price becomes equal or higher than the order price;
- 11.2. The following rules are applied to orders’ execution during price gaps:
  - 11.2.1. In case pending order price and Take Profit level are within the price gap will be cancelled with a comment (cancelled/gap);
  - 11.2.2. In case “Take Profit” order price is within the price gap, the order will be executed by its price;
  - 11.2.3. In case “Stop Loss” order price is within the price gap, the order will be executed by the first price after the price gap with a comment (sl/gap);
  - 11.2.4. “Buy Stop” and “Sell Stop” pending orders will be executed by the first price after the price gap with a comment (started/gap);
  - 11.2.5. “Buy Limit” and “Sell Limit” pending orders will be executed by the order’s price with a comment (started/gap);
- 11.3. In certain cases when small price gaps occur, the orders may be executed as usual as stated in previous paragraph.
- 11.4. In case a Client account simultaneously has:
  - 11.4.1. Margin level of 140% or less;
  - 11.4.2. 60% of volume of total position is placed at the one trade tool and has one direction (sell or buy);
  - 11.4.3. This part of the total position has been formed within 24 hours period before the market closes;

Company is entitled to set “Take Profit” for orders, included in the total position at the Ask price level of market closing for the tool minus one point (for sell orders) or at the Bid price level of the market closing for the tool plus one point (for buy orders).

## 12. Margin requirements

- 12.1. The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as the Company, at its sole discretion, may require from time to time in compliance with

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the Agreement. It is the Client's sole responsibility to ensure that the Client understands how margin is calculated.

- 12.2. The Client shall pay Initial Margin and/or Hedged Margin at the moment of opening a position.
- 12.3. If no Force Majeure Event has occurred, the Company is entitled to change margin requirements, giving to the Client 3 (three) Business Days Written Notice prior to these amendments.
- 12.4. The Company is entitled to change margin requirements without prior Written Notice in the case of Force Majeure Event.
- 12.5. The Company is entitled to apply new margin requirements amended in accordance with above mentioned paragraphs to the new positions and to the positions which are already open.
- 12.6. The Company is entitled to close the Client's Open Positions without the consent of the Client or any prior Written Notice if the Equity is less than certain rate depending on the account type as stipulated on Company Website.
- 12.7. It is the Client's responsibility to notify the Company as soon as the Client believes that the Client will be unable to meet a margin payment when due.
- 12.8. The Company is not obliged to make margin calls for the Client. The Company is not liable to the Client for any failure by the Company to contact, or attempt to contact the Client.

### 13. Deposit and withdrawal

- 13.1. The Client may deposit funds into the Trading Account at any time. All payments to the Company shall be made in accordance with the Payment Instructions set forth at the Company's Website. Under no circumstances will third party or anonymous payments be accepted.
- 13.2. In case the nature of deposit means does not allow instant payment processing (bank wire, etc), the Client is to create a Deposit Request in the Personal Area. Failure to do so will lead to delays in account deposit.
- 13.3. It is the Client's sole responsibility to create Deposit Requests in his/her Personal Area and to fill them in a correct and proper way. Failure to do so will lead to delays in account deposit.
- 13.4. The Client may withdraw funds from the Trading Account at any time in accordance with the procedures as described in paragraph 13.5.
- 13.5. If the Client requests to withdraw funds from the Trading Account, the Company shall pay the specified amount within three (3) Business Days once the request has been accepted, if the following conditions are met:
  - 13.5.1. Withdrawal request contains all necessary information;
  - 13.5.2. The request is to perform funds transfer to the Client's bank account or e-currency account (under no circumstances will payments to third party or anonymous accounts be accepted); and
  - 13.5.3. Client's Free Margin exceeds or equals to the amount specified in the withdrawal request including all payment charges.

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- 13.6. The Company shall debit the Client's Trading Account for all payment charges (if applicable).
- 13.7. In case the account was deposited by various means, withdrawal shall be performed via the same means proportionally to the deposited amounts.
- 13.8. In exceptional cases (such as Force Majeure circumstances, termination of payment system operation, etc) Company is entitled to decline Client's funds withdrawal in this payment system. Such cases shall be considered on a case by case basis.
- 13.9. To provide financial security for the Client in some cases the Company reserves a right to withdraw Client's funds only to his/her bank account.
- 13.10. In case an account was funded via debit or credit card and a withdrawal request is submitted within 60 days from the date of deposit, the funds may be credited back to the same card. Up to 100% of the initial deposit may be withdrawn to the card. The amount over the initial deposit can be withdrawn via bank wire.
- 13.11. If an account was funded via debit or credit card, a card copy may be required to process a withdrawal. The copy must contain the first 6 digits and the last 4 digits of the card number, cardholder's name, expiry date and cardholder's signature.
- 13.12. For security reasons the Company reserves a right to demand Client's complete identification data, such as ID copy, address proof copy, bank reference letter and other relevant documents, apostilled or certified by a notary. Should such demand be made by the Company, the Client will have 30 days to collect and send the full set of requested documents to the Company. In case the Client does not send the requested set of documents within the mentioned 30 days period, his account will be blocked without the ability to be reinstated, deposit(s) refunded. No profits will be paid or losses reimbursed for such accounts.
- 13.13. Internal transfers (that is, transfers from one trading account to another within the Company) between third parties are prohibited.
- 13.14. If the Client has the obligation to pay any amount to the Company which exceeds the Trading Account Equity the Client shall pay the amount of excess forthwith upon the obligation arising.
- 13.15. All incoming payments shall be credited to the Client's Trading Account no later than one (1) Business day after funds are received by the Company.
- 13.16. The Client acknowledges and agrees that where an amount is due and payable to the Company in accordance with the Agreement and sufficient funds are not yet credited to the Client's Trading Account, the Company shall be entitled to treat the Client as having failed to make a payment to the Company and to exercise its rights in compliance with the Agreement.
- 13.17. The Client shall make any margin payments or other payments due in US dollars, Euros, and other currencies accepted by the Company. The payment amount will be converted into the Currency of the Trading Account at the current market rate.
- 13.18. The Company is entitled but not obliged to cover deposit and withdrawal fees applied by Skrill (Moneybookers), Neteller, FasaPay, PayOnline or any other payment processor. In cases the Company deems appropriate such fees can be charged from the client.

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- 13.19. Where applicable, payment transactions are processed through an agent agreement by Venture Securities Limited , a company incorporated under reg. number 40225 and having its registered address and the principal place of business at Govant Building , PO Box 1276, Port Vila, Vanuatu

## 14. Commissions, charges and other costs

- 14.1. The Client shall be obliged to pay the Company the commissions, charges and other costs set out in the Agreement. The Company will display all current commissions, charges and other costs at its Website.
- 14.2. The Company may modify commissions, charges and other costs from time to time without prior notice. All changes in commissions, charges and other costs are displayed at the Company Website.
- 14.3. The Client undertakes to pay all possible stamp expenses relating to this Agreement and any documentation which may be required.
- 14.4. The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.
- 14.5. The Company is not liable to disclose any reports regarding profits, commissions and other fees received by Company from Client's trading, unless stated otherwise by the Agreement.
- 14.6. The Company charges a fixed fee for using a MT4 Micro swap-free account:
  - 14.6.1 The fee is calculated in the following way:  $\text{Commission} = \text{pip price} * \text{swap value of the currency pair}$ ;
  - 14.6.2 This fee is not an interest and depends on the direction of the position (whether Buy or Sell);
  - 14.6.3 The fee is applied to positions rolled over to the next business day.
  - 14.6.4 The fee is tripled when an order is rolled over from Wednesday to Thursday.
- 14.7 The Company charges may charge weekend fee for keeping positions open from Friday to Monday on all types of trading accounts;
  - 14.7.1 The fee is charged against the account in case the free margin of the account is sufficient;
  - 14.7.2. Should free margin of the account be insufficient to deduct the weekend fee, the fee will be applied in full once the amount of free margin is equal to or exceeds the amount of weekend fee.
- 14.8. The Company will display all relevant fees and commissions on its Website.
- 14.9 By opening an account the Client unconditionally accepts all fees applicable to his/her account as per trading conditions described on the Company Website.

## 15. Communication

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- 15.1. In order to communicate with the Client, the Company may use:
  - 15.1.1. Client Terminal internal mail;
  - 15.1.2. Email;
  - 15.1.3. Telephone;
  - 15.1.4. Company's Live Chat;
  - 15.1.5. SMS;
  - 15.1.6. Mobile push notifications;
  - 15.1.7. Web push notifications;
  - 15.1.8. Instant messenger services (Viber, Telegram, Facebook Messenger, etc.);
- 15.2. Company will use contact details provided by the Client whilst opening the Trading Account and the Client agrees to accept any notices or messages from the Company at any time.
- 15.3. Any piece of information sent to the Client (documents, notices, confirmations, statements, etc.) shall be deemed received:
  - 15.3.1. Within one hour after emailing it, if sent by email;
  - 15.3.2. Immediately after sending it if sent by the Trading Platform internal mail;
  - 15.3.3. Once the telephone conversation has been finished, if contacted by phone;
  - 15.3.4. Within one hour after it has been posted on the Company News Webpage, if posted at the Company's Website;
- 15.4. On the first day of each month the Company will send the Client a statement which includes all Transactions during the previous month. The Statement shall be sent by email.
- 15.5. Any telephone conversation between the Client and the Company may be recorded. All Instructions and Requests received by telephone will be binding as if received in writing. Any recordings shall be and remain the sole property of the Company and will be accepted by the Client as a conclusive evidence of the Instructions, Requests or other arising obligations. The Client agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

## 16. Dispute resolution

- 16.1. In case any conflict situation arises when the Client reasonably believes that the Company as a result of any action or failure to act breaches one or more terms of the Agreement, the Client has the right to file a complaint.
- 16.2. To file any complaint, the Client should email it to [support@fxnice.com](mailto:support@fxnice.com).
- 16.3. A complaint MUST contain:
  - 16.3.1. First and Last name of the Client (or company name if the Client is a legal entity);
  - 16.3.2. Client's login details in the Trading Platform (i.e. Account number);
  - 16.3.3. Details of when the conflict first arose (date and time in the Trading Platform time);
  - 16.3.4. Ticker of the order in question;
  - 16.3.5. Description of the conflict situation supported by the reference to the Agreement;
- 16.4. The complaint MUST NOT contain:

- 16.4.1. Affective appraisal of the conflict situation;
- 16.4.2. Offensive language;
- 16.4.3. Uncontrolled vocabulary;
- 16.5. The Company has the right to reject a complaint in case any of the above mentioned provisions are breached.
- 16.6. The Claim resolution term is set as 10 (ten) working days since the claim has been submitted. In occasional cases the term may be increased.

## 17. Server log file

- 17.1. The Server Log File is the most reliable source of information in case of any Dispute. The Server Log File has absolute priority over other arguments including the Client Terminal Log File as the Client Terminal Log File does not register every stage of the execution of the Client's Instructions and Requests.
- 17.2. If the Server Log File has not recorded the relevant information to which the Client refers, the argument based on this reference may not be considered.

## 18. Indemnification

- 18.1. The Company may resolve all Disputes by ONLY:
  - 18.1.1. Crediting/debiting the Client's Trading Account;
  - 18.1.2. Reopening erroneously closed positions; and/or
  - 18.1.3. Deleting erroneously opened positions or placed Orders.
- 18.2. The Company has the right to choose the method of Dispute resolution at its sole discretion.
- 18.3. Disputes not mentioned in the Agreement will be resolved in accordance with the common market practice and at the sole discretion of the Company.
- 18.4. The Company shall not be liable to the Client if for any reason the Client has received less profit than had hoped for or has incurred a loss as a result of uncompleted action which the Client had intended to complete. This said, the Company will under no circumstances compensate any "lost profit".
- 18.5. The Company shall not be liable to the Client in respect of any indirect, consequential or non-financial damage (emotional distress, etc).

## 19. Rejection of complaint

- 19.1. In case the Client had been notified in advance by the Trading Platform internal mail or some other way of routine construction on the Server, complaints made in regard to any

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unexecuted Instructions or Requests which are given during such a construction period, are not accepted. The fact that the Client has not received a notice shall not be a reason to file a complaint.

- 19.2. Complaints regarding Order execution time are not accepted.
- 19.3. No Client complaints will be accepted in regard to the financial results of the orders opened or closed using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Company afterwards) or opened at an Off-market quote (Spike) or by any other reason.
- 19.4. In regard to all Disputes any references by the Client to the Quotes of other companies or information systems can not be taken into account.
- 19.5. The Client acknowledges that he/she will not be able to manage the position while the Dispute in regard to this position is being considered and no complaints in regard to this matter are accepted.

## 20. Force majeure

- 20.1. The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case the Company will, in due course, take reasonable steps to inform the Client. A Force Majeure Event includes without limitation:
- 20.2. Any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, terrorism, war, act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lock-outs) which, in the Company's reasonable opinion, prevents the Company from maintaining an orderly market in one or more of the Instruments;
- 20.3. The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event.
- 20.4. In case the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior Written Notice and at any time take any of the following steps:
  - 20.4.1. Increase margin requirements;
  - 20.4.2. Close down any or all Open Positions at the prices which the Company shall consider in good faith to be appropriate;
  - 20.4.3. Suspend or freeze or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them; or
  - 20.4.4. Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other Clients.



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## 21. Safety

- 21.1. The Client will not proceed and avoid proceeding in any action that could probably allow the irregular or unauthorized access or use of the Trading Platform. The Client accepts and understands that the Company reserves the right, at its sole discretion, to terminate or limit his access to the Trading Platform if it suspects that he allowed such use.
- 21.2. When using the Trading Platform the Client will not, whether by act or omission, do anything that will or may violate the integrity of the Platform or cause it to malfunction.
- 21.3. The Client is permitted to store, display, analyze, modify, reformat and print the information made available through the Trading Platform. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, in any format to any third party without the Company's consent. The Client may not alter, obscure or remove any copyright, trademark or any other notices that are provided on the Trading Platform.
- 21.4. The Client agrees to keep secret and not to disclose any Access Data to any third party.
- 21.5. The Client agrees to notify the Company immediately if he knows or suspects that his Access Data have or may have been disclosed to any unauthorized person.
- 21.6. The Client agrees to co-operate with any investigation the Company may conduct into any misuse or suspected misuse of his Access Data.
- 21.7. The Client accepts that he will be liable for all Orders given through and being logged in under his Access Data and any such Orders received by the Company shall be considered as received from the Client.
- 21.8. The Client acknowledges that the Company bears no responsibility for any unauthorized third persons obtaining access to information, including logins, passwords, electronic currency accounts access, emails, electronic addresses, electronic communication and personal data, when the above are transmitted, using the internet or other network communication facilities, post, telephone, during oral or written conversation or any other means.
- 21.9 The client unconditionally guarantees that the source of the funds used for trading with fxnice.com is legal and the funds were not received as a result of any illegal activity, fraud, money laundering or other illegal sources. Failure to comply with this rule will lead to account termination and a report to the legal authorities in all cases without exceptions. IN NO CIRCUMSTANCES the company or its partners and/or subsidiaries will bear any responsibility for any claims or complaints if such case arises.

## 22. Miscellaneous

- 22.1. The Company has the right to suspend the Client's Trading Account at any time for any good reason with or without Written Notice to the Client.

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- 22.2. In the event that a situation arises that is not covered by the Agreement, the Company will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- 22.3. In case any term of the Agreement (or any part of it) shall be held by a court of competent jurisdiction to be unenforceable for any reason then such term shall, to that extent, be deemed severable and not form part of this Agreement,. However, the enforceability of the remainder of the Agreement shall not be affected.
- 22.4. The Client may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer the Client's rights or obligations under the Agreement without prior written consent of the Company and any purported assignment, charge or transfer in violation of this term shall be voided.
- 22.5. Where the Client comprises two or more persons, the liabilities and obligations under any agreement with the Company shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.
- 22.6. The Client accepts and understands that the Company's official language is English and the Client should always read and refer to the English Version of the Company's Website for all information and disclosures about the Company and its activities. Translation or information provided in languages other than English in the Company's local websites is for informational purposes only and does not bind the Company or has any legal effect whatsoever. The Company shall not bear any responsibility or liability regarding the correctness of the information therein.

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