

# CLIENT AGREEMENT

---

Horizon FX Tradings Ltd as Horizon FX (hereinafter referred to as the "Company", "We" or "Us"), is regulated by the Comoros, with Registration No. 15704 having its registered office at Hamchako, Mutsamudu, The Autonomous Island of Anjouan, Union of Comoros and the person or party that has applied to open an account with the Company (hereinafter referred to as "Client", "Customer", "You" or "Your") executing this document.

This document (hereinafter referred to as "Client Agreement" or "Agreement") and information available on the Company's website, including, but not limited to Terms and Conditions, Anti Money Laundering Policy, Conflicts of Interest Policy, Order Execution Policy, Privacy Policy, Risk Disclaimer and Website Cookies Policy (hereinafter referred to as "Legal Documentation"), as amended from time to time, represents the terms with which the Company will provide services and do business with the Customer.

The client acknowledges, confirms and approves that he/she has read, understood, accepted and agreed with the Client Agreement and the Legal Documentation.

This Client Agreement sets out the respective rights and obligations of both parties in connection with this service and both parties will accept and be bound by these terms on acceptance of the terms contained herein.

The Client acknowledges that trading in any financial instrument involves a significant level of risk and may result in loss of all funds invested.

The Client acknowledges that the Company's official language is the English language.

## **1. SCOPE**

- 1.1. The Client Agreement governs all the actions relating to each and all investment services the Company is authorized to provide.
- 1.2. The Client Agreement are non-negotiable and override any other agreements, arrangements, express or implied statements made by the Company unless the Company determines – in its sole discretion - that the context requires otherwise. Any acts, omissions or representations (oral or otherwise) made either by the Client or by the Company (including any of Company's employees the Client has his/her dealings with) shall not amend or take priority over this Agreement.
- 1.3. The Company reserves the right to amend, alter and modify delete or add to any of the provisions of this Agreement at any time in accordance with the terms hereof. All amended terms shall have an immediate effect from the moment they are officially posted on the Company's website. The updated version of these Terms and Conditions becomes legally binding to both parties upon Client's access, login or use of Client's existing account.
- 1.4. The Client's continued use or access of the Company's services after the publication of any changes shall be considered as the Client's agreement to such modified Agreement and shall be governed by that Agreement as modified. If the Client does not wish to be bound by those changes, the Client should cease to access and/or use Company's services and inform the Company in writing immediately.

- 1.5. The Client Acknowledges that he/she has read understood and accepted all terms of this Agreement. By accepting the Agreement, the Client enters into a legally binding agreement with the Company.
- 1.6. It is expressly understood and agreed that neither this Agreement nor anything in it shall constitute or be deemed to establish a partnership, agency relationship or joint Venture between the Client (or any of his/her entities, offices, employees or agents) and the Company (or any of its offices, employees or agents).
- 1.7. Paragraph headings are for ease of reference only and are not intended to denote meaning.
- 1.8. If there is any conflict between the provisions of this Agreement and relevant Laws and Regulations, the Laws and Regulations shall prevail.
- 1.9. The Client is prompted to safeguard a copy of this version of Client Agreement for future reference.

## **2. IMPORTANT NOTICES**

- 2.1. Over the Counter (OTC) trading means that trading does not take place on a regulated exchange. There are no guarantees as to the credit worthiness of the counter party of your Forex, CFDs, Options and Spread Betting position. Also, there may be certain cases in which trading liquidity decreases, causing Forex, CFDs, Options and Spread Betting in commodities, currencies, metals and indices to cease, thereby preventing the liquidation of an adverse position which may result in a substantial financial loss.
- 2.2. We do not provide investment advice. The market recommendations, signals, and information provided by and/or distributed by us are general in nature and based solely on the judgment of the Company personnel or from third party information providers. These market recommendations may or may not be consistent with the market position or intentions of Horizon FX, its affiliates, and/or employees. The market recommendations and information provided by us are based upon information believed to be reliable, but we cannot and does not guarantee the accuracy or completeness thereof or represent that following such recommendations will eliminate the risk inherent in trading Forex, CFDs, Options and Spread Betting. Any market recommendations of our information provided by the Company do not constitute an offer to buy or sell, or the solicitation of an offer to buy or sell any OTC transaction. Customer understands and hereby agrees that Customer is capable of, and solely responsible for, assessing the merits and risks of any trade it may enter with us.
- 2.3. The customer understands that we do not permit its customer representatives to either exercise discretion or manage an OTC account. If Customer's account is not being traded with Customer's authorization, Customer must notify us immediately.
- 2.4. The Company margin policies and/or the policies of those banks/clearing houses through which trades are executed may require that additional funds be provided to properly margin Customer's account and Customer is obligated to immediately meet such margin requirements. Failure to meet margin calls may result in the liquidation of any open positions with a resultant loss. We reserve the right to refuse to accept any order.
- 2.5. Customer understands that it must carefully review the reports relating to Customer's trading posted online by the Company. All reports of execution and statements of accounts will be deemed final unless the customer objects within one business day of being posted. Objections may be made initially by email or by telephone but must be confirmed thereafter in writing.

- 2.6. Customer understands that Horizon FX may establish rules and provisions for client accounts, including but not limited to minimum account size, investment time period, commissions and fees, leverage size per instrument, mark ups, rules relating to stop losses and limits, rules relating to rollovers, rules relating to margin calls, or any other financial arrangement, and that such rules and provisions may be changed by us from time to time.
- 2.7. The Customer agrees that Customer is fully responsible for making all decisions as to transactions effected for Customer's account. Customer has considered the foregoing factors and in view of Customer's present and anticipated financial resources, Customer is willing and able to assume the substantial financial risks of OTC trading.

### **3. COMMUNICATION**

- 3.1. The principal method of communication between the Company and Customer will be electronically via the Company website, on-line trading platforms and e-mail.
- 3.2. Information regarding orders placed and executed will be addressed personally to Customer through a customer specific account.
- 3.3. However, certain information will be provided generally on our website, such as general market recommendations and Customer hereby consents to receiving information.
- 3.4. All written communications from us to you will be in the English.

### **4. KNOW YOUR CUSTOMER (KYC) PROCEDURES**

- 4.1. The Company is obliged by law to confirm and verify the identity of each person who registers on the Company's system and opens an account with us. Hence, as part of the Company's obligations to comply with applicable Anti-money laundering & Know Your Customer legislation, the Company requests its clients to provide certain Verification Documents.
- 4.2. Among other things, the following principles are considered as a part of the Know Your Customer procedure:
  - The Company will not accept as Clients engaging in unethical behavior or in illegal activities
  - The Company will not accept as Clients, parties that cannot make a well informed and reasonable judgment as to the activities in which they are engaged
  - The Company will not accept as Clients unwilling to provide sufficient documents/data and information as provided in the Agreement
- 4.3. You agree to provide true, current and complete information about yourself during the registration process. Hence, when you open an account, we ask that you provide certain documentation to identify yourself and to verify the information you have submitted to us upon registration.
- 4.4. You will be required to send us the following identification documents:
  - Proof of ID: A clear copy of your driving license, national ID card or your international passport
  - Proof of Address: A clear copy of a recent utility bill, bank statement or any other local authority bill.  
Your proof of address must include your full name and address and have been issued within the last 6 months.
- 4.5. We reserve the right to refuse or reject a registration at our own discretion or based on regulatory restrictions imposed on us.

- 4.6. The Company will accept a prospective or potential Client only when it becomes fully satisfied that the Client complies with Know Your Customer and due diligence procedures to ensure that a new relationship with the potential Client does not negatively affect the reputation of the Company.
- 4.7. The Company undertakes identification procedures (which include the creation of customer's economic profile and the carrying out of Appropriateness/suitability Test) on Clients prior to the establishment of the business relationship.
- 4.8. The Client warrants and represents that at all times all the information provided to the Company shall be true, accurate, up to date and complete and that the Client shall update the Company in writing via e-mail (sent to the Company from the Client's registered e-mail address) or through the Online Trading Facility (where available) upon any changes in regard to the information provided.
- 4.9. Client hereby agrees that the information collected and obtained from the Client may be used by the Company, its agents and service providers and regulatory bodies to conduct identity, fraud, AML, credit and other checks and the Client hereby authorizes the above entities to conduct the above checks. The Company shall use all the information obtained from the Client in accordance with its Privacy Policy, which can be found on the Company's Internet Website.

## **5. ACCOUNT OPENING**

- 5.1. To open a Trading Account every potential Client shall be required to successfully complete the Online Registration Process as determined by the Company, at its sole discretion.
- 5.2. The Client agrees and understands that once he/she completes the Online Registration Form, the Company receives his/her Application for Online Account Opening. At this point, the Client authorizes the Company to use all the information provided by him/her so that the Company can use such information in order to conduct any searches for the purpose of verifying Client's identity, against any particulars on any database (public or otherwise) to which such third parties have access to.
- 5.3. The Client agrees and understands that it is his/her responsibility to provide the Company with the most accurate and up-to-date information, as the Company relies on the information presented by the Client in the Online Registration Form.
- 5.4. Prospective Client shall complete the Online Registration Form and read and accept the Legal Documentation.
- 5.5. Once the Registration Process is complete, the Client will be able to create a Trading Account.
- 5.6. The client will provide the verification documents for Proof of ID and Proof of Address.
- 5.7. Once the Company is satisfied with all documentation and information received, the Client's Trading Account shall be verified, and the Client shall receive an e-mail confirming that due diligence and KYC process has been successfully completed.
- 5.8. The Client shall receive an e-mail with the login credentials for the MT5 Platform.
- 5.9. This will initiate business relationship between the Client and the Company.
- 5.10. The Client acknowledges that the Company is not obliged to accept Client's Application for online Account opening and that the Company has the right to terminate the Agreement.

## **6. DORMANT ACCOUNTS**

- 6.1. Client accounts in which there have been no transactions for a set period of one (1) month will be considered dormant. Dormant accounts are charged with a maintenance fee of \$50 or the

full amount of the free balance in the account if the free balance is less than \$50. There will be no charge if the free balance is zero. Accounts with a zero free balance may also be closed. The Dormant accounts charge will be performed.

## **7. CLIENT'S AUTHORIZED REPRESENTATIVE**

- 7.1. The Client has the right to appoint an Authorized Representative to give Orders to the Company, provided that the Client has notified the Company in writing of exercising such a right. Any such approval shall be at the Company's sole discretion.
- 7.2. By appointing an Authorized Representative, the Client waives any claim or demand he/she may make against the Company, its directors, employees, shareholders and agents with respect to any damage he/she may incur due to any action or omission of the Authorized Representative.
- 7.3. The Company, in accordance with general rules regarding the power of attorneys, is entitled to receive Orders from an Authorized Representative.
- 7.4. Unless the Company receives a written notification from the Client for the termination of the said Authorized Representative's appointment, the Company will continue accepting Orders given by this Authorized Representative on the Client's behalf.
- 7.5. The Company may refuse to approve the nomination of an Authorized Representative, or act upon any instruction from an Authorized Representative in:
  - the event of default
  - the event where the Company suspects that the disposal pursuant to the instruction submitted is made in violation of the Laws and Regulation, any other applicable laws and regulations, usual market practice and including but not limited to legislation on money laundering, insider trading, or applicable bankruptcy or insolvency laws
  - if the disposal will put the Clients or the Company at any economic or legal risk
  - if the Company suspects that the Client or the Authorized Representative are trading or otherwise using the Company's services in a fraudulent, manipulative or dishonest manner
  - for any other reason whatsoever at the Company's sole discretion.
- 7.6. If the Client wishes to terminate a nomination of an Authorized Representative, the written notification for the termination must be received by the Company with at least 5 working days' notice prior the termination date.

## **8. ELECTRONIC TRADING**

- 8.1. Once the Client Agreement commences, the Client shall:
  - Download and install the Trading Platform(s) software (the "Software") available online on the Company's Website and/or access his/her account through the Mobile or Web based trading platform (if applicable)
  - Receive, through an e-mail, access codes (the "Access Codes" or "Login Credentials") to enable him/her to log-in to the Online Trading Facility in order to send and/or modify instructions for the purposes of trading financial instruments.
- 8.2. The Software, which may have been developed by a party other than the Company, supports data security protocols compatible with the protocols used by the Company.
- 8.3. The Company is responsible for maintaining its Online Trading Facility and other related systems updates; therefore, the Client accepts that the Company or a relevant third party may,

from time to time, perform maintenance that may include shutting down, restarting, or refreshing the servers to ensure the effective and efficient operation of the Online Trading Facility or other related systems; these actions may cause the trading or other related systems to be inaccessible for a period of time. The Client accepts that the Company bears no responsibility for any loss, including financial loss, caused due to any of the above.

- 8.4. The Client accepts that the Company is not an internet service or electricity provider; consequently, the Client accepts that the Company is not responsible for any failure to provide an investment or ancillary service, if such failure arises as a direct or indirect result of an internet service or electricity failure. Accordingly, any instruction sent by the Client or on the Client's behalf via Company's Online Trading Facility or by e-mail shall only be deemed to have been received and shall only then constitute a valid instruction and/or binding contract between the Client and the Company, when such instruction has been recorded as executed by the Company's behalf. By itself however, such instruction shall not constitute a binding contract between the Client and the Company.
- 8.5. The Client accepts that when using the Company's Online Trading Facility, the Client must:
  - ensure that his or her computer systems are maintained in good order and are suitable for use with Company's Online Trading Facility
  - run such tests and provide such information to the Company as the Company shall reasonably consider necessary to establish that the Client's computer systems satisfy the requirements notified by the Company to the Client from time to time
  - carry out virus checks on a regular basis
  - inform the Company immediately of any unauthorized transaction which the Client knows of or suspect and, if within the Client's control, cause such unauthorized use to cease
  - not at any time leave the computer terminal from which the Client has accessed Company's Online Trading Facility or let anyone else use such computer terminal until the Client has logged off from Company's Online Trading Facility.
- 8.6. The Client understands and agrees that the Company is the sole counterparty in relation to the platform providers, and therefore the Client will not bring any legal action, including negligence, breach of contract or otherwise, to any third-party software and/or technology providers whose products and services assist in providing the service to the Client.

## **9. TRADING PLATFORM**

- 9.1. The Company enables Retail Clients to trade Forex/CFDs via its Meta Trader 5 (MT5) Trading Platform.
- 9.2. The Client shall download and install the Trading Platform from the Company's Website and use it solely for the purpose of obtaining the services set out in this Agreement, all in accordance with and subject to terms of this Agreement.
- 9.3. The Company makes no express or implied representation:
  - that the Trading Platform will be available for access all the time, or at any time on a continuous uninterrupted basis
  - as to the operation, quality or functionality of the Trading Platform
  - that the Trading Platform will be free of errors or defects

- that the Trading Platform is free from viruses or anything else that has contaminating or destructive properties including where such results in loss of or corruption to the Client's data or other property
- 9.4. The Client agrees not to either intentionally, recklessly, negligently or otherwise:
- use the Trading Platform for unlawful purposes or in any manner that breaches the terms of this Agreement
  - interfere with or disrupt the proper operation of the Trading Platform, hardware, systems or networks, including (but not limited to) knowingly or negligently transmitting files that may contain malicious content capable of interfering in any way with the operation of the Trading Platform
  - take any action which does or may cause the provision of the Trading Platform to other users to be interrupted or degraded.
- 9.5. From time to time, acting reasonably, the Company shall have the right to add to, modify, or remove any of the Trading Platform(s) without liability under this Agreement. The Client agrees to accept such modification(s) as part of this Agreement.

## **10. SECURITY, AUTHENTICITY AND ACCESS**

- 10.1. The Client shall be solely responsible for any instructions sent and/or received through the Online Trading Facility from the Client or his/her Authorized Representative.
- 10.2. The Client shall ensure that his/her Login Credentials always remain confidential. If, under any circumstances, the Client reveals the Access Codes to either natural or legal person, other than his/her Authorized Representative, the Company shall bear no responsibility for any loss that arises, including but not limited to financial loss, as result of the Client's actions. The Client will be liable for all Transactions and/or Contracts executed by means of his/her Access Codes, even if such may be wrongful.
- 10.3. The Client shall immediately inform the Company if it comes to his/her attention that the Access Codes have been used, either for trading or other purposes, without his/her express consent. The Client accepts that the Company is unable to identify any instances when a person, other than the Client or his/her Authorized Representative, is logging-in to the Online Trading Facility without the Client's express consent.
- 10.4. The Client accepts that the Company bears no responsibility if either a natural or legal person attains through unauthorized access any information, including information regarding Client's trading, whilst such information is being transmitted from the Client to the Company (or any other party authorized by the Company) and vice versa; such transmission may either occur through electronic means or other.
- 10.5. The Client accepts that the Company bears no responsibility for any loss, including but not limited financial loss, incurred by the Client due to inability of the Client to access the Online Trading Facility if this has been caused:
- due to the Client's failure to maintain the Software updated as required or
  - due to any mechanical, software, computer, telecommunications or electronic system failure that could have been controlled by either the Client or the Firm.
  - Internet failure
- 10.6. If for any reason the Client is unable to access that Online Trading Facility in order to send an instruction for the purposes of trading financial instruments, he/she should contact the Company immediately. It should be noted that the Company reserves the right to reject such

instruction when the Company is not satisfied with the Client's identity or clarity of instructions.

- 10.7. The Client accepts that the Company reserves the right to terminate Client's access to the Online Trading Facility to ensure and/or restore the orderly operation of the Online Trading Facility and protect the interests of both the Clients and the Company; under such circumstances the Company may, at its discretion, close any of the Client's Trading Account(s).
- 10.8. The Client understands that the Company has the right to suspend his/her Account, if the Company, its sole discretion, deems such action as necessary.

## **11. UNAUTHORIZED ACTIVITIES**

- 11.1. It is not permitted to use the services of the Company for an activity that is not authorized. In using the services of the Company, you agree and acknowledge that you will not use our products and services for any Unauthorized Activity.

Unauthorized Activity means any act, including but not limited to:

- 11.2. **Money Laundering:** The concealment of the origins of illegally obtained money, typically by means of money transfers involving foreign banks or legitimate businesses. Evidence that would tend to show the potential of this would include depositing and withdrawing funds without trading, providing false contact information and providing false documentation.
- 11.3. **Use of Unsuitable Documentation:** Documentation is required to be provided by every client proving their identity and permanent residential address. Additionally, verification of a payment method, such as a credit card, may also be required. Unsuitable documentation may include fake, forged or altered documentation, which extends to alterations made physically or with alterations made by a computer to a photograph or scan.
- 11.4. **Hedging in Bad Faith:** Hedging is a strategy used in limiting or offsetting probability of loss from fluctuations in the prices of commodities, currencies, or securities. In effect, hedging in bad faith is the employment of various techniques but, basically taking equal and opposite positions in the same Financial Product or a Financial Product highly correlated at near the same time, indicating no interest in genuine trading. This can happen over a single account or over multiple accounts.
- 11.5. **Trading on Off-Market Quotes:** It is not permitted to conduct an activity involving the Financial Products of any price other than the market price at that instant.
- 11.6. **Churning:** Churning means excessive trading aiming to generate commissions. While there is no quantitative measure for churning, frequent buying and selling of securities that does little to meet the client's investment objectives may be construed as evidence of churning.
- 11.7. **News Gap and Break Gap Trading Abuse:** All products observe a break intraday, daily or weekly. It is the norm that the last price before the break and the first price after the break to be significantly different. This difference, also known as a "gap", means there is no market (no tradable prices) in that range. A gap can also be the outcome of news release. The Company is proud to offer a guaranteed stop loss, take profit and pending order execution to protect and enhance the trading of its clients.
- 11.8. **Multiple Account Operation:** Clients may not trade using the accounts of others or allow others to trade using their account. Evidence of this activity includes:
  - accounts operating from the same location
  - using/indicating the same IP address



- multiple accounts displaying the same deposit and withdrawal patterns
- accounts showing similar or identical trading patterns

Where this activity is discovered, the Company reserves the right to close the affected accounts and all related open trading positions.

- 11.9. The Company reserves the right to take the appropriate action in circumstances where this Client Agreement has been breached. The consequences of breaching one or more of the conditions, deemed as “Unauthorized Activities”, could mean the suspension or closure of trades, the return of funds, and/or the suspension or closure of your account.

## **12. PROHIBITION ON ARBITRAGE AND MANIPULATION**

- 12.1. Horizon FX does not permit the practice of arbitrage when trading and strictly forbids any form of manipulation of its prices, execution, and platform or making transactions based on errors, omissions or misquotes on the trading platform.
- 12.2. Price latency, connectivity delays, and price feed errors sometimes create a situation where the prices displayed do not accurately reflect market rates. The concept of arbitrage and "scalping", or taking advantage of these Internet delays, can exist in an OTC market.
- 12.3. Any transactions that relieve price latency or price feed errors may be subject to an intervention which includes the right to avoid any transactions which Horizon FX has determined to be a result of any of these practices, revocation of profits, widening of spreads, block of trading and any other necessary corrections or adjustments on the account without prior notice.
- 12.4. If Horizon FX suspects or has reason to believe that Customer has abused the terms and conditions by hedging positions internally (using other trading accounts held with us) or externally (using other trading accounts held with other brokers), we reserve the right to cancel any trades or profits associated with Customer's account(s).
- 12.5. The Company has the right, at its absolute discretion, to deny any withdrawal on profits from any trade(s) that are closed within 60 seconds after the trade opening.
- 12.6. The Company is entitled, by its own discretion, to cancel any trade that has been executed due or in connection with an error, including wrong rates, system malfunction etc. The Company's record will serve as decisive evidence to the correct exchange rates in the world markets and the wrong rate quote given to the Client, and the Company is entitled to correct or cancel any trade based on the correct exchange rates.

## **13. INSTRUCTIONS AND ORDERS**

- 13.1. The Company shall accept instructions that have been transmitted by the Client only through the Online Trading Facility or other electronic means and manners accepted by the Company.
- 13.2. The Company may, at its discretion and under certain circumstances, accept instructions by email and/or telephone, provided that the Company is fully satisfied with:
- verification of Client's identity and
  - clarity of Client's instructions
- 13.3. The Client accepts that the Company bears no responsibility for any instructions that have been not transmitted and/or have been misinterpreted and/or otherwise, for any reason.

- 13.4. The Company is under no obligation to monitor Client's trading or funding activity; therefore, the Company may execute an instruction received from the Client without any further inquiry even if such instruction is not in Client's best interest.
- 13.5. The Company, at its sole discretion, may confirm instruction(s) received from the Client, if the Company deems that to be necessary, via any means.
- 13.6. The Client accepts that unless the Company receives a written notification from the Client for the termination of the Authorized Representative's appointment, as explained in the Authorized Representative Section of this Agreement, the Company will continue accepting Orders given by this Authorized Representative on the Client's behalf.
- 13.7. A Client may cancel Limit Order(s) and/or Pending Order(s) only before such Order(s) has been executed via MT5. Clients cannot cancel the Limit Order(s) and/or Pending Order(s) when the relevant Market is closed. Client's instructions might be cancelled only if the Company has not acted upon those instructions. The Company has no liability for any claims, losses, damages, costs or expenses, including legal fees, arising directly or indirectly out of the failure of such order to be cancelled.
- 13.8. The Client accepts that once a Market Order(s) is/are placed, it/they cannot be revoked. The Client is aware that the Company is under no obligation to cancel Market Order.
- 13.9. The Client accepts that the Company reserves the right to refuse to execute any order(s).

## **14. EXECUTION OF ORDERS, STOP AND LIMITS**

- 14.1. We will use commercially reasonable efforts to complete all orders which it may, in its sole discretion, choose to accept in accordance with the oral or written or computerized instructions of Customer.
- 14.2. The Company reserves the right to refuse to accept any order.
- 14.3. We may, at its sole discretion, allow Customer to specify a closing price for a transaction at the trading platform through a "Close at Loss" and "Close at Profit" order, subject always to the terms of this Client Agreement and any other terms and conditions the Company may implement from time to time.
  - "Close at Loss" means an offer to close a transaction at a price determined in advance by Customer which, in the case of a transaction that is opened by offering to buy a specific number of a certain instrument, is lower than the opening transaction price, and in the case of a transaction that is opened by offering to sell a specific number of a certain instrument, is higher than the opening transaction price.
  - "Close at Profit" means an offer to close a transaction at a price determined in advance by Customer which, in the case of a transaction that is opened by offering to buy a specific number of a certain instrument, is higher than the opening transaction price, and in the case of a transaction that is opened by offering to sell a specific number of a certain instrument, is lower than the opening transaction price.
- 14.4. Upon the Customer's offer and the Company's acceptance of an order, Customer hereby authorizes the Company to close the transaction at the Close at Loss price or Close at Profit price, as applicable, and as agreed upon in the order, without further instruction from or notification to Customer.
- 14.5. The Company may, in its sole discretion, close the transaction when the price quoted by the Company on the trading platform equals the price accepted by the Company for such an order.

- 14.6. Customers acknowledge and agree that the Company shall not be obligated to close a transaction which does not otherwise comply with any other limitations agreed upon with respect to such a transaction.
- 14.7. The customer acknowledges and agrees that due to market volatility and factors beyond the Company's control, the Company cannot guarantee that a Close at Loss order will be executed at the level specified in Customer's order. In such an event, the Company will close the transaction at the next best price.
- 14.8. Customers are aware that a part of the Company's revenues derives from the spreads on each transaction. The difference is the difference between the bid & the ask price of the price quote on a transaction. Therefore, in case the fair market price reduces the Company's spread in a specific transaction, the Company may, at its sole discretion, choose not to execute such transaction, in which case the Company may send Customer an amended quote for his consideration. Horizon FX may complete a transaction at its sole discretion in case the fair market price does not affect the Company spread from the transaction and / or increases it.

## **15. MONITORING**

- 15.1. The electronic monitoring of transactions is an issue that is receiving a great deal of attention from the financial services industry. More and more transactions are being undertaken electronically, without any human intervention, providing those involved in money laundering with greater opportunities to launder money and to remain undetected.
- 15.2. There is recognition by industry and regulators that electronic monitoring of transactions can provide some protection in dealing with this risk. A monitoring system can provide an effective way of identifying potential money laundering transactions.
- 15.3. Transactions executed for the Client are compared and evaluated against the anticipated movement of the account, the standard turnover, business and customer data/information held and according to the economic profile of the customer. Significant deviations are investigated and the findings recorded in the file of the Client.

## **16. COMMUNICATION AND RECORD KEEPING**

- 16.1. Unless specifically instructed otherwise any notice, instruction, request or other communication shall be given by the Client to the Company via the registered e-mail of the Client, by telephone (so long as the Company is able to identify the Client) or by writing to the registered address of the Company, or as specifically stated herein. All contact details can be found on the Company's Website.
- 16.2. The Client acknowledges that the Company's official language is the English language. Any translated version of the Agreement and/or any other agreement and any legal document and the content of the Company's Website and any other communication may be provided solely for the convenience purposes. In the event of a dispute, the respective English version shall prevail.
- 16.3. The Client agrees that he/she is fully responsible for reading any messages received from the Company on his/her Online Trading Facility or via any other means.
- 16.4. The Company bears no liability for any loss that arises because of delayed or un-received communication sent to the Client by the Company.
- 16.5. The Client is fully responsible for the privacy of any information received from the Company.
- 16.6. The Client hereby authorizes the Company to contact him/her directly and/or indirectly.

16.7. The Client is obliged to always keep any information with regards to his/her relationship with the Company confidential.

## **17. MARKET RECOMMENDATIONS AND INFORMATION**

17.1. Customers acknowledge that:

- Any market recommendations, signals and information communicated by any method of communication to the Customer by the Company do not constitute an offer to sell or the solicitation of an offer to buy any OTC contract, and that the Company does not provide investment advice
- Such recommendations and information, although generally based upon information obtained from sources believed by the Company to be reliable, may be based solely on a broker's opinion and that such information may be incomplete and may be unverified.
- Horizon FX makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or market recommendation furnished to the Customer and shall not be responsible for any loss or damage including without limitation any loss of margin or profits which may arise directly or indirectly from use or reliance on such recommendations or information.

17.2. Customer understands that Customer is solely responsible for assessing the merits and risks of any trade it may enter with us whether because of information provided by the Company or otherwise.

17.3. Customer acknowledges that the Company and/or its employees or representatives may have a position in or may intend to buy or sell Forex, CFDs, Options and Spread Bets, which are the subject of market recommendations furnished to Customer, and that the market position of Horizon FX or any such employee or representative may not be consistent with the recommendations furnished to Customer by us.

17.4. The Customer acknowledges that the Company makes no representations concerning the tax implications or treatment of any trading activity.

## **18. CONFIDENTIALITY AND DATA PROTECTION**

18.1. When dealing with the Client's information, the Company shall act in accordance with the terms of its Privacy Policy, which is in compliance with the relevant Laws and Regulations for the protection of personal data.

18.2. All information collected on this website is held by the Company with the strictest confidence. The Company considers one of its highest priorities to keep the privacy and integrity of the personal information of its clients intact and devotes the maximum amount of attention to keeping the said information safely stored, as well as being used appropriately and only with the required authorization. All the information that is received from the Client is handled with care and an appropriate level of confidentiality.

18.3. By entering this Agreement, the Client hereby provides his/her consent to collect, process and/or otherwise deal with all data provided by the Client including any data which is considered sensitive without any further requirement to consent.

18.4. Prior to entering into the Agreement, the potential Client receives the right to object to the disclosure of personal data. If the Client does not consent to the disclosure of personal data, the Company reserves the right to refuse entry into the Client Agreement and/or any other Agreement and/or the provision of the services to the potential Client.

- 18.5. The Client may at any time withdraw his/her consent, nonetheless the Client understands and accepts that if he/she chooses to withdraw his/her consent, the Company shall have the right to immediately terminate the Agreement and/or services provided. Such request shall be provided to the Company in writing via Client's registered e-mail address.
- 18.6. The Company shall use reasonable endeavors to keep Client's personal data safe; however, transmission of information via the Internet and/or technology systems is not always completely secure. Any transmission of the Client's data shall be at Client's own risk and the Company shall have no liability whatsoever.
- 18.7. The Client understands and accepts that the Company will keep all information belonging and/or relation to the Client in accordance with any applicable statutory minimum.

## **19. INTELLECTUAL PROPERTY**

- 19.1. All intellectual property of our proprietary platforms, products and services belong to the Company. We allow you only access and use the platforms for the performance of the trade transactions. Intellectual Property includes but it is not limited to any copyright on materials, platforms, software, legal documentation, processes, source code, websites, patents, designs, databases, patents, trademarks, methodology, know-how, trade secrets, business plans, promotional and marketing material, in any sort of form. We retain all rights, title and interest in all our Intellectual Property rights, arising out of this Client Agreement.

## **20. NON-EXCLUSIVE LICENSE TO USE THE PLATFORM**

- 20.1. We only grant you a non-exclusive and non-transferable license to access and use our proprietary platform or third-party platform that we manage and to benefit from our products and services. You shall not attempt to access or use our website, any platform or applications (i.e. the "System") that we own, or we manage, for any purpose that is not expressly authorized by this Agreement, including but not limited to the following actions:
  - copy, merge or transfer copies, lease, sublicense, distribute, transfer, adapt, upgrade, modify, translate or timeshare, reverse engineer, disassemble, decompile, alter or amend our Intellectual Property, in whole or part
  - make variations, enhancements or improvements to the System
  - alter or amend any or all the content of our on-line accounts or third-party accounts that we manage (or any part thereof)
  - use the System (or any part thereof) to store or otherwise archive in any form, any pricing data or other data provided via the System, for any purpose, without our prior consent
- 20.2. The non-proprietary platforms are owned by third parties. Separate terms and conditions of access and use may apply. Please visit <http://www.metatrader5.com>

## **21. DISCLOSURE OF FINANCIAL INFORMATION**

- 21.1. The Customer represents and warrants that the financial information disclosed to us in his/its application is an accurate representation of the Customer's current financial condition.
- 21.2. The Customer represents and warrants that the Customer has very carefully considered the portion of the Customer's assets which the Customer considers to be risk capital.
- 21.3. The Customer recognizes that risk capital is the amount of money the Customer is willing to put at risk and the loss of it would not, in any way, change the Customer's lifestyle.

- 21.4. The Customer agrees to immediately inform us if the Customer's financial condition change in such a way to reduce the Customer's net worth, liquid assets and/or risk capital.

## **22. DISCLOSURE OF CUSTOMER INFORMATION**

- 22.1. Horizon FX will not share or sell information regarding customers and/or prospective customers, except to its employees, agents, partners, and associates as required in the ordinary course of the business, including, but not limited to, the Company's banking or credit relationships, or to other person's as disclosed in the Company's Privacy Statement.
- 22.2. The Company may also disclose to federal or state regulatory agencies and law enforcement authorities' information regarding Customer and Customer's transactions in response to a request for such information or in response to a court order or subpoena.
- 22.3. The Company will share or sell statistical information without disclosing Customer's identity.

## **23. EXCLUSION OF LIABILITY**

- 23.1. You must be over 18 years of age, so as to enter into a contractual relationship with us.
- 23.2. You are aware that our services are currently provided solely electronically. We are not liable for any system failure either from your side or ours, including but not limited to internet connection, electricity power cut, telephone communication failure, high Internet traffic demand, malicious interference / access to your system or ours, hardware error, mobile applications non-compatibility with our System, including our proprietary or third-party system. We cannot guarantee that the software and / or the system that we own, or we manage on behalf of a third party, is always uninterrupted and error free or available.
- 23.3. You will not transmit to or in any way, whether directly or indirectly, expose our System to any computer virus or other similar harmful or malicious material or device.
- 23.4. In no event shall we be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our website, system, products and services, except as stated in this Agreement.

## **24. INDEMNITY**

- 24.1. You agree to indemnify us and hold harmless regarding any loss, damage, liability, cost or expense that we may suffer or incur due to your acts or omissions, misrepresenting, misleading acts or breach of your obligations arising out of this contractual relationship.
- 24.2. Our indemnification to you or any third party concerned, in any proven circumstances, is limited to the amount of money you maintain deposited in your account with us, relating to the transaction where such liability arose.

## **25. FORCE MAJEURE**

- 25.1. The Company shall not be in breach of this Agreement and shall not be liable or have responsibility of any kind for any loss or damage incurred by the Client as a result of any total or partial failure, interruption or delay in the performance of this Agreement occasioned by any act of God, fire, war, civil, commotion, labor dispute, act of government, state, governmental or supranational body or authority, or any investment exchange and/or clearing house, inability to communicate with market makers for whatever reason, failure of any computer dealing system, any other breakdown or failure of transmission in communication facilities of whatever nature, between the Company and the Client or any third-party

whatsoever, or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control (a “Force Majeure Event”).

- 25.2. The Client acknowledges and agrees that the Company may, in its reasonable opinion, determine that a Force Majeure Event exists or is about to occur; as the case may be, we will inform you as reasonably practicable if it so determines.
- 25.3. If the Company determines that a Force Majeure Event exists or is about to occur then it may (without prejudice to any other rights under this Agreement and at its sole discretion) take such action as it deems necessary or appropriate in the circumstances and neither the Company, nor its employees will be liable for any failure, hindrance or delay in performing its obligations under this Agreement or for taking or omitting to take any action pursuant to this subparagraph.
- 25.4. We will not be liable for any failure in performance of the terms of this Client Agreement if such failure is caused by certain unforeseeable events, including but not limited to acts of God, war, governmental decree, natural disasters, power failure, failure in communication lines or other network failure, judgment or legal order, strike, or other circumstances, beyond our reasonable control.

## **26. RISK WARNING**

- 26.1. We are required by law to inform you that trading is risky. There are various factors, such as the volatility of international prices, which is very difficult to predict. Due to such volatility, in addition to the spread that we add to all calculations and quotes, no financial contract purchased, or other service offered on our website (whether the payout exceeds the premium amount) may be considered as safe trade.
- 26.2. Do not enter into transactions or invest in funds that are above your financial abilities. Also, certain financial products are not suitable for people without the relevant knowledge and / or experience. This is why we provide you with different options in terms of products and services, depending on your abilities and knowledge. If you still wish to open an account, we will ask you to acknowledge that you are aware of the financial risks.

## **27. SUSPENSION OF SERVICES**

- 27.1. In the unlikely event that we may need to suspend our services, on both our proprietary and third-party platforms, we will terminate our relationship with you and subsequently close all open positions at fair and reasonable payouts at the time. Such payouts shall be determined by reference to the daily values published on our website that are related to the inter-bank trading data received on financial contract quotes. Further to the above information, we may impose on our discretion, trading volume and other restrictions on your accounts.

## **28. GOVERNING LAW AND JURISDICTION**

- 28.1. The Client accepts that the Client Agreement and any investment and/or ancillary services provided under it by the Company shall be governed by the law of the Union of Comoros.
- 28.2. Any proceedings and their settlement that may involve the Company shall take place in the competent courts of the Union of Comoros.

## **29. CLIENT'S STATEMENT**

The Client warrants and represents to the Company that:

- 29.1. The Client is Legally of Age (as defined in this Client Agreement), sound mind and is capable of taking responsibility for his/her own actions.
- 29.2. The Client is duly authorized to enter into this Agreement, to give Orders, instructions and requests, appoint an Authorized Representative and to perform his/her obligations hereunder.
- 29.3. The Client is an individual who has completed the Registration Process or, if the Client is a legal entity, the person who has completed the registration on the Client's behalf is duly authorized to do so and has the authority to bind that legal entity to this Agreement.
- 29.4. The Client is not an employee, director, associate, agent, affiliate, relative, or otherwise connected to the Company, other entities in the Company or any affiliate thereof.
- 29.5. The Client is not an employee of any firm whose securities are an underlying asset of a CFD offered by the Company.
- 29.6. The Client has read the Risk Disclaimer and is fully aware that there is a risk of losing money when trading Financial Instrument(s) and is fully responsible for any such loss. In relation to Client's losses, he/she shall have no claims whatsoever against the Company or any of its partners or their respective directors, officers or employees.
- 29.7. All details provided by the Client to the Company either during the Registration Process, in relation to an Authorized Representative or at any time thereafter, including as part of any payment deposit transaction, are true, up-to-date, correct and complete and match the name(s) on the credit/debit card(s) or other payment accounts to be used to deposit or receive funds in the Client's Account.
- 29.8. All actions performed under this Client Agreement will not violate any law, regulations or rules applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected.
- 29.9. The Client has chosen the service and Financial Instrument, taking his/her total financial circumstances into consideration and he/she considers such investment reasonable under such circumstances.
- 29.10. The Client acts for himself/herself and not as a representative or a trustee of any third person, unless the Client produced, to the satisfaction of the Company and at its sole discretion, a document and/or powers of attorney enabling the Client to act as representative or trustee of any third person.
- 29.11. All funds deposited by the Client to his/her trading account belong to the Client are free of any line, charge, pledge or any other encumbrance and were not obtained by the Client, either directly or indirectly, from illegal activity. If the Company reasonably suspects that the client is in breach of the above warranty, it may, without derogating from its other rights under this Agreement and applicable law, to freeze the Account, either by prohibiting additional deposits, declining Order and/or declining or delaying any withdrawal requests, terminating existing Positions and/or any other means it is allowed or required to take under applicable Law. The Client agrees that the Company shall not be liable for any loss, damage or expense of any kind which the Client may suffer because of such cases.
- 29.12. The Client acknowledges that all Transactions will be performed only through the Trading Platform(s) provided by the Company and the Financial Instruments are not transferable to any other Trading Platform(s) whatsoever.



- 29.13. The Client agrees not to use the Trading Platform and/or give an Order or enter into Transaction within the definition of market abuse or in any other abusive way, including lag trading and/or usage of server latency, price manipulation, time manipulation or any other practices which are illegal and/or are utilized to give the Client an unfair advantage or which the Company considers, at its sole discretion, as inappropriate and outside the scope of this Agreement and/or as unfair business conduct.
- 29.14. The Client shall not allow any third party (including a relative) other than an Authorized Representative to use his/her Account, Login Credentials or identity to access or use the Services (including depositing funds from third parties) or the Trading Platform and the Client shall be fully responsible for any activities undertaken on his/her Account by a third party using the Client's Access Codes.
- 29.15. The Client is solely responsible for any telecommunications networks and Internet access services and other consents and permissions required in connection with his/her use of the Website, the Trading Platform and the Services. The client shall be responsible for all access and service fees necessary to connect to the Website and the Trading Platform and assumes all charges incurred in accessing such systems. The Client further assumes all risks associated with the use and storage of information on his/her personal computer or on any other device.
- 29.16. The Client will implement, operate and maintain appropriate protection in relation to the security and control of access to his/her computer, and against computer viruses or other similar harmful or inappropriate materials, devices, information or data.
- 29.17. The Client will not commit any act or display any conduct that damages the reputation of the Company.
- 29.18. In order to communicate with the Company via e-mail, the Client will use only this e-mail address, which he/she has provided the Company with during the registration process.
- 29.19. The Client acknowledges that no representations were made to him by or on behalf of the Company which in any way incited or persuaded him to enter into this Client Agreement.
- 29.20. The Client acknowledges and agrees that initiation of the business relationship between the Client and the Company occurs once the Client accepts this Agreement.

### **30. MISCELLANEOUS**

- 30.1. Unless specifically agreed otherwise, the Client accepts that the Company is under no obligation to provide electronic, or other, confirmation in relation to financial instruments traded through the Client's trading account.
- 30.2. Unless specifically agreed otherwise, the Client accepts that the Company shall provide no statements of accounts in relation to financial instruments traded through the Client's trading account. The Client may, at any time, review the current and historic state of his/her trading account through the trading platform(s).

### **31. INTERNAL / EXTERNAL LINKS, BROADCASTING AND INFORMATION ON OUR WEBSITE**

- 31.1. You will see on our website, broadcasts, links to both internal and external websites, such as investment research providers, relevant to the content and the nature of our services. The scope of this information is to provide you with relevant information to our services to keep you up to date with the market news and to give you some background information on the market. These links are not recommendations or advertisements by a third party, but they are

to be used purely for information and reference. Hence, we do not assume any liability on the accuracy of such information or for the content of the links and we are not bound by it.

- 31.2. You may be asked to register or subscribe before viewing the content of external links; it is upon your discretion to do so. We do not hold ourselves liable for the material of those links and/or any exposure that your data may be subject to if you decide to disclose personal information. Notwithstanding the above, if you consider that certain content of external links may be in breach of our rules and policies or they are irrelevant to our business, please notify us by email.
- 31.3. We take all reasonable steps to ensure the accuracy of the content published on our website. However, any information published is presented "as of the date published or indicated" and may be superseded by subsequent market events or for other reasons. In no circumstances, we guarantee the accuracy of such information that is published purely for reference purposes. Subsequently, we shall not accept liability for any loss or damage that may arise directly or indirectly from the content of the information published on our website.

## **32. TAXATION**

- 32.1. You may be liable to pay taxes arising out of your trading activities, usually related to the profits you made, depending on the local jurisdictions in which you are a tax resident in. We do not collect any taxes on your behalf. Also, we do not provide you with any tax advice and we do not deal with any tax related issues. Please address any tax related concerns to your tax advisor.

## **33. TERMINATION**

- 33.1. This Agreement shall take effect upon the Client accepting it on the Company's website and shall be valid for an indefinite period until its termination in accordance with the terms of this Agreement.
- 33.2. The Client reserves the right to terminate the Client Agreement at any time, for any reason or without a reason whatsoever, having provided the Company with a five (5) days written notice via e-mail sent directly to the Company from the Client's registered e-mail address.
- 33.3. The Client understands and agrees that prior to the cancelation or termination request, the Client shall ensure that all his/her transactions are closed (if applicable) and/or all his/her funds (if applicable) have been either refunded or withdrawn from the Client's Trading Account.
- 33.4. The Company reserves the right to terminate the Agreement during the Registration Process due to, inter alia, insufficient documentation received from the Client, providing the Client with a 24-hour notice.
- 33.5. Without prejudice to the above, the Company may, at its sole discretion and at any point limit Client's access to the Company's services and the Online Trading Facility.
- 33.6. The Company reserves the right to terminate the Client Agreement at any time, providing the Client with 24-hour notice, with or without cause and for any reason whatsoever, including but not limited to if the Company has reasonable grounds to believe that:
- the Client had breached his/her representations and warranties
  - the Client provided the Company with inaccurate, incomplete or false information or documents

- the Client's Account constitutes or may constitute an Anti-Money-Laundering and Prevention of Terrorism Financing or other regulatory risk
  - the Client uses Online Trading Facility and/or gives Orders or enter into Transactions within the definition of market abuse or in any other abusive way, including lag trading and/or usage of server latency, price manipulation, time manipulation or any other practices which are illegal and/or are utilized to give the Client an unfair advantage or which the Company considers, at its sole discretion, as inappropriate and outside the scope of this Client Agreement and/or as unfair business conduct
- 33.7. Without prejudice to the above, the Company may place Client's Trading Account to read only mode (trading disabled) any time and without any notice provided prior to the initiation of the Account Termination Procedure.
- 33.8. A Termination of the Agreement shall not imply that any of the Client's responsibilities cease to exist; the Client shall still be liable to pay to the Company:
- Any amount that is due to the Company
  - Any expenses that are incurred by the Company, as a result of the termination of the Agreement
  - Any damage that has arisen because of an arrangement settlement
- 33.9. The Company reserves the right to reverse any transactions that are deemed to be contrary to the Company's interest.
- 33.10. The Company may but is not obliged to conduct an internal investigation to verify its suspicions. During that time, the Company may suspend the Account, either by prohibiting additional deposits, declining Orders, declining or delaying any withdrawal requests, refunding balance to the deposit source, terminating existing Positions and/or any other means it is allowed or required, subject to applicable Law. The Client agrees that the Company shall not be liable for any loss, damage or expense of any kind which the Client may suffer because of such cases.
- 33.11. The Client understands and agrees that where the Company has sufficient reason to believe that the Client have been acting contrary to good faith or where the Client may have been engaged in illegal and/or immoral activity and/or in instances where the continuation of the provisions of Company's services may result in a breach of Company's regulatory or other obligations, the Company has the right to temporarily and/or permanently suspend Client's access to the platform(s) and/or Account(s) and/or terminate the Agreement in its entirety and/or place any internal restrictions and/or take any other action as the Company may deem as fitting in the circumstances.
- 33.12. The Client agrees that the Company shall not be liable for any loss, damage or expense of any kind which the Client may suffer because of Account Termination and/or Client's limited access to the Online Trading Facility.

## **34. DECLARATION**

- 34.1. By acceptance of this Client Agreement, Client hereby declares that the moneys invested in Client's account with Horizon FX do not originate from money laundering, terrorist activity, drug trafficking, abduction, or any other criminal activity.

### **35. BINDING EFFECT**

- 35.1. This Agreement shall be continuous and shall cover, individually and collectively, all accounts of Customer at any time opened or reopened with Horizon FX irrespective of any change or changes at any time in the personnel of the Company or its successors.
- 35.2. This Agreement including all authorizations, shall inure to the benefit of the Company and its affiliates, agents, successors and assigns, whether by merger, consolidation or otherwise, and shall be binding upon Customer and/or the estate, executor, trustees, administrators, legal representatives, successors and assigns of Customer.
- 35.3. The Client hereby indorses all transactions with Horizon FX affected prior to the date of this Client Agreement and agrees that the rights and obligations of Customer in respect thereto shall be governed by the terms of this Agreement.

### **36. LEGAL NOTICE**

- 36.1. This Agreement supersedes any prior written or verbal communication or understanding. We may change the terms of this Client Agreement at any time. Any later version of this document shall supersede all previous versions.

### **37. ENQUIRIES**

- 37.1. For further CLIENT AGREEMENT enquiries, please contact us at [support@thehorizonfx.com](mailto:support@thehorizonfx.com).

**CUSTOMER ACKNOWLEDGES HAVING RECEIVED, READ AND UNDERSTOOD THE FOREGOING CLIENT AGREEMENT AND HEREBY AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF.**