

**CUSTOMER TRADING AGREEMENT:**

BETWEEN

**Commodius FX Ltd**, a company formed, registered and licensed in Vanuatu. (Hereinafter "**70Trades**")

AND

Any end user ("**Client**") (each a "Party" and together, the "Parties")

**WHEREAS; 70Trades** provides investment services through a trading platform including spot and forward foreign currency contracts, foreign currencies swap transactions, and such other transactions as **70Trades** may from time to time make available (the "Services"); and,

**WHEREAS** The Client wish to open an account with **70Trades** in order to use the said platform and to enter into investment services transactions with us; and,

**THEREFORE THE PARTIES AGREE AS FOLLOWS;****1. General Provisions**

- 1.1. The Services may involve margined transactions, requiring Client to deposit cash to secure its obligations under this Agreement ("Security Margin").
- 1.2. Direct Relationship- Unless otherwise agreed in writing, **70Trades** and Client each enter into this Agreement as principal and **70Trades** will not accept an undisclosed/unapproved principal acting through Client. With regard to such a principal, Client agrees to provide **70Trades** with its identity, personal information, and other information that **70Trades** may seek.
- 1.3. Information Services- From time to time **70Trades** may provide the Client with access to various information and content via **70Trades** Website or Trading Platform. Furthermore, **70Trades** may provide the Client with links to third party websites that may include information. This information is supplied "as is" and is for guidance only. Use of such information is entirely at the Client's own risk. To the fullest extent permitted by law, **70Trades** make no representations or warranties of any kind, including but not limited to, the accuracy, quality or completeness of the information. **70Trades** shall not be liable for any action taken by the Client as a result of the Client relying on any of this information or for any loss or damage suffered by the Client as a result of you using such information or any third party website linked to **70Trades**. No information provided shall be deemed as assurance or guarantee on the results of any trade.
- 1.4. No Investment Advice- Client hereby acknowledges that the Services do not include the provision of investment advice and/or the provision of personal recommendations in respect of one or more transactions relating to one or more instruments. Any information that may be provided aims merely to assist the Client's investment decision making and does not constitute investment advice.
- 1.5. No Physical Delivery of Underlying Instruments- the Client hereby acknowledge that entering into trades through the Trading Platform does not result in the physical delivery of currency or of the underlying instrument and that trades are cash adjusted or closed by the Client taking an offsetting position. For this reason, open trades will always be closed with **70Trades** and the Client's account will either be credited or will be debited according to the profit or loss made on the trade.
- 1.6. Errors- Quotations provided by **70Trades**, via third parties or otherwise, may be incorrect for any reason. Following a transaction involving such quotation errors, **70Trades** in its discretion reserves the right to correct the affected account balance. Any dispute arising from such errors or corrections will be resolved on the basis of the fair market value of the relevant currency at the time of the error.
- 1.7. Market Fluctuations- Client acknowledges that the market for currency is subject to sudden changes due news events and other announcements, acts of war or terrorism, power failures, strikes or civil commotions, business trends, political developments, fluctuations in other financial and commodity markets, and other factors beyond **70Trades**'s control. **70Trades** may determine in its sole discretion that an emergency or exceptional market condition exists, in which case it reserves the right to impose trading limits or special terms, cancel or suspend any transaction, or close an account.

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- 1.8. Minimum Duration of Trade- Any transaction closed within 120 seconds from opening time shall be regarded as “Scalping”. **70Trades** shall reserve the right to cancel such transactions without prior notice.
- 1.9. Trading Indices- the Client hereby acknowledge that he is aware that in the case of Contract for Difference (CFD) trade, **70Trades** shall open its trading within 5 minutes of the opening of the relevant market. **70Trades** reserves the right not to accept any trade of such instrument during the first 5 minutes of the trading day. **70Trades** reserves its right to cancel any trade, in its own discretion, of such instrument made during the first 5 minutes of the trading day.
- 1.10. Risk Disclosure- the Client understands that the Services offered by **70Trades** include trading products which involve substantial risk that is not suitable for everyone. The Client acknowledges that you fully understand the nature and risks of the Services and related trading products and the Client accepts that under no circumstances will any losses incurred as a result of the use of the Services be recoverable from **70Trades**.

## 2. Client Instructions and Order Execution

- 2.1. Deposit by means of Credit Card is limited to a minimum amount of 300 USD. Client may provide oral or written instructions to **70Trades** to place an order. Written instructions may be given by letter, fax, the **70Trades** website, cellular or other electronic means of communication. Oral instructions may be given in person or by telephone, but **70Trades** may require written memorialization of such instruction. In case of an order received by the Company in any means other than through the electronic Trading Platform, the order will be transmitted by the company to the electronic Trading Platform and processed as if it was received through the electronic Trading Platform. The Client accepts the risk of misinterpretation and/or mistakes in the instructions and/or Orders sent through means other than the electronic Trading Platform, regardless of how they have been caused, including technical and/or mechanical damage. Once an instruction has been given, it cannot be rescinded, withdrawn or amended without **70Trades**'s express consent. **70Trades** shall not be obligated to confirm instructions.
- 2.2. **70Trades** may request new instructions from Client, which shall provide them promptly.
- 2.3. Client shall advise **70Trades** of the identity of any persons authorized to give instructions. Such notice shall be in writing and shall set out the names and specimen signatures of the persons so authorized. Any such authority may be revoked by notice in writing by the Client but such revocation shall only be effective upon written confirmation by **70Trades**
- 2.4. The Client will be solely responsible for all orders, and for the accuracy of all information, transmitted via the Internet using Client's name or personal identification code. Such transmission shall not give rise to a binding contract between **70Trades** and Client until **70Trades** accepts or acts upon it.
- 2.5. If **70Trades** does not receive instructions from Client to settle open positions by the close of a given business day, **70Trades** is authorized (but not obligated) to rollover orders to the next business day.
- 2.6. In case a rollover is made, the Client will be charged with a fixed fee of 0.015% of its trading account current exposure on 00:00 GMT regardless of any interest rates differences. **70Trades** shall not be liable, and Client shall defend, indemnify, and hold harmless **70Trades**, for any loss, expense, cost or liability, arising from error in instructions; instructions or other communications transmitted over the Internet; Client's failure to notify of revocation of authority; Client's failure to issue new instructions on **70Trades**'s request; remedial measures by **70Trades** in its absolute discretion upon such failure; **70Trades**'s actions on instructions transmitted via the Internet using Client's name or personal identification code or from an individual who appears mistakenly to **70Trades** to be an authorized person; or **70Trades**'s refusal for any reason or no reason to act upon instructions.
- 2.7. Withdrawal Instructions- Withdrawal by means of Bank Transfer is limited to a minimum amount of 50 USD. The Client may withdraw all or part of the funds deposited with **70Trades** upon the fulfillment of the following accumulative conditions:
  - 2.7.1. It has provided all compliance or any other required documents to **70Trades**.
  - 2.7.2. It has completed and signed the designated **70Trades** “Withdrawal Request Form”, providing all the necessary information stated in the form.
  - 2.7.3. It does not hold any open positions in the Client's trading account with **70Trades**.
  - 2.7.4. It had sent the completed “Withdrawal Request Form” to the **70Trades** Client support via fax or e mail.
- 2.8. **70Trades** shall execute the Client's withdrawal within 96 working hours once all the above conditions are met and upon approval of such by the **70Trades** Back Office Department. The Client acknowledges that fund transfer times may vary according to its account type, issuing bank, intermediary bank, receiving bank, destination country or any other 3rd party involved in the transfer of funds. Withdrawal of funds may also be subject to restrictions imposed by or in connection with the receiving Bank. **70Trades** shall not be liable for any fund transfer delay caused by such 3rd party.

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- 2.9. The Client acknowledges that the requested transfer of funds may be charged with additional transfer fees from 3rd parties to the transfer. The Client agrees to pay any incurred bank transfer fees when withdrawing funds from his sub-account to his designated bank account. **70Trades** does not charge any withdrawal fees. In addition, the Client acknowledges that in case the received funds are converted to any other currency other than US Dollars, some exchange fees may apply. The Client is fully responsible for payments details, given to the Company and the Company accepts no responsibility for the Client's funds, if the Client's given details are wrong. It is also understood that the Company accepts no responsibility for any funds not deposited directly into Company's bank accounts.
- 2.10. Should a withdrawal request had failed to meet the withdrawal accumulative conditions set out above; the withdrawal request will be cancelled within 30 days of its request and the Client may re request for the withdrawal. Such withdrawal re request shall be subject to the withdrawal general terms as set out above.
- 2.11. The Client acknowledges that Anti Money Laundering Regulations does not allow the transfer of fund to any 3rd party other than the beneficial owner of the **70Trades** trading account. In addition, **70Trades** may require further documentation regarding the origin of funds and/or the beneficial owner in accordance with the Vanuatu AntiMoney Laundering & Counter-Terrorism Financing (as amended) [Dec 2015 update].
3. **Client Representations**

**The Client hereby represents that:**

- 3.1. It has read and understood, and agrees to the terms and conditions of this Agreement;
- 3.2. It understands the high degree of risk associated with foreign currency trading subject to unknown market movements and other factors which can give rise to losses exceeding the Client's original Security Margin, and that it can afford to lose the sums that it remits to **70Trades** and incur additional losses;
- 3.3. It does not have any legal disability with respect to, and is not subject to any law or regulation which prevents its performance of, this Agreement or any contract contemplated by this Agreement;
- 3.4. It has obtained all necessary consents and has the authority to enter into this Agreement (and if the Client is a corporation or similar entity, it is properly empowered and has obtained necessary authority pursuant to its organizational charter); The Client is informed that for any orders placed with the Company for the financial instruments offered by the Company, the Company acts as an Agent and not as a Principal on the Client's behalf.
- 3.5. Subject to this Agreement, all sums remitted to satisfy the Security Margin are and shall at all times remain free from any charge, lien, pledge or encumbrance;
- 3.6. It is in compliance with all laws to which it is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements;
- 3.7. The information provided by it to **70Trades** is complete, accurate and not misleading;
- 3.8. The foreign exchange market is unregulated and as such, it understands that will not benefit from any statutory or other compensation scheme in respect of the Services;
4. **Margin Requirements**

- 4.1. The Client shall remit to **70Trades** such amounts of money as required by **70Trades**, in a currency acceptable to **70Trades**, to cover Client's Security Margin and any account debit balance.
- 4.2. **70Trades** will have no obligation to ensure Security Margin requirements have been satisfied by the Client before effecting an order and the Client's payment obligations will not be diminished by any failure by **70Trades** to enforce payment of outstanding Security Margins prior to entering into the transaction.
- 4.3. **70Trades** may use any money received from the Client in order to satisfy **70Trades** obligations related to such Client to any third party and **70Trades** shall not be obliged to account to the Client for any resulting income received by **70Trades**.
- 4.4. The Client shall promptly deliver any money payable by it under a third-party contract in accordance with both the terms of that contract and with any instructions given by **70Trades** for the purpose of enabling **70Trades** to perform its obligations under such contract.
- 4.5. **70Trades** may (but shall not be obligated to) convert into another currency at an exchange rate acceptable to **70Trades** any Client monies held by it as **70Trades** considers necessary or desirable to satisfy Client's obligations and liabilities.
- 4.6. If the Client fails to satisfy a required Security Margin or other sum due under this Agreement, **70Trades** may close out any or all open positions without prior notice and apply any proceeds thereof to payment of any amounts due to **70Trades**. **70Trades** reserves the right to return funds deposited by Client at any time with or without reason.

5. **Spread rates, Margin and Leverage**

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- 5.1. **70Trades** reserves the right to modify Security Margin requirements in line with the size of the Client's deposit, size of transactions, market conditions characterized by particular volatility or lack of liquidity, or other factors determined by **70Trades**. **70Trades** reserves the right to offer different spread rates in accordance with the size of the Client's Security Margin and/or positions.
  - 5.2. Client is wholly responsible for verifying the activity of its accounts, as well its Security Margin requirement. Such requirements are available upon request or on the **70Trades** website.
  - 5.3. The 1 (one) standard lot size is the measurement unit specified for each Financial Instrument traded in the Electronic Trading Platform. The Company reserves the right to change the Contract Specifications at any time depending on the market situation. The Client agrees to check the full specification of the Financial Instrument before placing any order. A possible choice of a maximum leverage rate, according always to the account type, ranges from 1:50 up to 1:300 depending on the type of the account and at the discretion of the Company, all provided that in no event shall the exposure in a single account exceed 30 Million US dollars. At opening of a Client trading account, the leverage rate is predetermined according to the type of account chosen by the Client. The Client may request for a lower leverage to be applied to their trading account by contacting the Company.
  - 5.4. The Company reserves the right to change the Client's trading account leverage at its discretion, either for a limited time period or on a permanent basis, by publication on the company website and/or written notice sent by mail.
  - 5.5. In case of absence of any trading activity within three (3) months of the Client's account, the Company reserves the right to charge a quarterly fixed payment of 100 US dollars in order to maintain the account assuming that the Client Account has the available funds. If the Client account is funded by less than 100 US dollars and has been inactive for a period of three (3) months, the Company reserves the right to charge a lower amount to cover administrative expenses and close down the account.
6. **Right of Pledge, Lien, Set-Off and Retention**

6.1. **70Trades** shall, at any time and without prejudice to any other rights **70Trades** may have, be entitled to combine or consolidate separate Client accounts, offset against each other the balances of any Client accounts (regardless of designation or currency of the account) or offset each balance individually. For any **70Trades** claims arising from Services relating to Client, irrespective of the maturity dates of such claims or of the currencies in which they are denominated, **70Trades** shall have a right of lien and pledge, and a right of retention, on all assets or security held in Client's name or otherwise deposited with **70Trades**, or any guarantee or indemnity given to or owed **70Trades** by Client.

## 7. Default

- 7.1. Without prior notice to, or receipt of further authority from the Client, **70Trades** shall have the right to close out all or any part of any position or account of Client, upon or at any time after the occurrence of any of the following events:
  - 7.1.1. Client fails to make any payment due under this Agreement promptly;
  - 7.1.2. Client fails to observe or perform in whole or in part any of the provisions of this Agreement or commits a breach of this Agreement;
  - 7.1.3. Client maintains parallel accounts for the purpose of arbitraging **70Trades** promotions or policies, in **70Trades'** sole discretion;
  - 7.1.4. Client dies, is declared absent or becomes of unsound mind;
  - 7.1.5. A bankruptcy petition is filed in respect of the Client or, if a partnership, in respect of one or more of its partners or, if a company, any steps are taken or proceedings initiated or protection sought under any applicable bankruptcy reorganization or insolvency law by it in respect of itself or against it including, without limitation, the taking of any steps for the appointment of a receiver, trustee, administrator or similar officer to be appointed over its undertaking or assets or any part of them;
  - 7.1.6. Client performs a credit card chargeback. In this case, any Client accounts will be frozen and all positions will be closed at the end of the trading day in a manner prescribed by **70Trades**;
  - 7.1.7. **70Trades** or the Client is requested to close out a position or any part of a position by any governmental or regulatory agency or authority;
  - 7.1.8. **70Trades** considers it necessary for its own protection;
  - 7.1.9. The Client acknowledges **70Trades's** right to close out all or any part of any open position of the Client held by **70Trades** should a negative result of these positions lead to surpass the required Security Margin.
  - 7.1.10. Client who engages or suspected in what is deemed, illegitimate, unlawful, unethical system abuse, system arbitrage, quotation arbitrage or any other trade that may be deemed at one point or another as a violation of

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trading standards be it based on the amount of time the transaction was opened or by virtue of the fact that the trade was opened inadvertently at an incorrect price, time, or instrument.

## 8. Force Majeure

- 8.1. Acts beyond our Control. **70Trades** are not liable for any loss or damage that the Client may suffer because of any: act of God; power cut; trade or labor dispute, act, failure or omission of any government or authority; obstruction or failure of telecommunication services; or any other delay or failure caused by a third party or otherwise outside of **70Trades** control. In such an event, **70Trades** reserve the right to cancel or suspend **70Trades** services without incurring any liability. 8.2. Failure of Equipment. **70Trades** are not liable for the failure of any equipment or software howsoever caused, wherever located or administered, or whether under **70Trades** direct control or not, that may prevent the operation of the Services, impede the placing, amending or cancellation of trades or that prevent the Client from being able to contact **70Trades** or use the Trading Platform. the Client acknowledge that there may be delays in processing an order or instruction to amend or cancel a trade and that the Client remain liable for the original Trade until any relevant amendment or cancellation is received and processed.

## 9. Tape recording of Conversation

- 9.1. The Client acknowledges that **70Trades** may record all telephone conversations between the Parties. Such recordings or transcripts thereof shall remain the property of **70Trades** and Client consents to their use as evidence by **70Trades** in any dispute or anticipated dispute between the Parties under this Agreement. Any such recordings or transcripts made by **70Trades** may be destroyed by it in accordance with its usual practice.

## 10. Amendments

- 10.1. **70Trades** reserve the right to make changes to the Platform, to the Website and to all guides and policies included on the Trading Platform or the Website, including this Agreement at any time. The Client will be subject to the guides, policies, conditions and agreements in force at the time that the Client access the Trading Platform, place an order and/or enter into a trade. It is therefore the Client responsibility to check the guides, policies and this Agreement from time to time to ensure that the Client agree with them, and the Client's continued use of the Services will be deemed to be the Client acceptance of any changes **70Trades** may make.

## 11. Jurisdiction

- 11.1. The Agreement will be interpreted in accordance with the law of the Republic of Vanuatu. For any disputes arising under this Agreement, the Parties hereby submit to the exclusive jurisdiction of the courts sitting in the Republic of Vanuatu.

### Closure of position

While a Client has any open positions on the ex-dividend day for any of the Financial Instruments, the Company reserves the right to proceed with the closure of such positions at the last price of the previous trading day and open the equivalent volume of the underlying security at first available price after the market movement, on the ex-dividend day. In this case, the Company has to inform the Client by releasing an announcement on the Company's website about the possibility of such actions not later than the closing of the trading session prior to the ex-dividend day. The Company reserves the right, at its sole discretion; to disable the Client from opening any new positions on the exdividend day or prior to the ex-dividend day. In case of any unjustified profit, generated from ex- dividend activity, the Company reserves the right and without giving a prior notice to the client to re-adjust the profit (i.e. remove the profit). Orders: Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, Sell Stop on Financial Instruments are executed at the declared by the Client price on the first current price touch. The Company reserves the right not to execute the Order, or to change or to revert the opening (closing) price of the transaction in case of the technical failure of the trading platform, reflected financial tools quotes feed, and also in case of other technical failures. Under certain trading conditions it may be impossible to execute orders (Stop Loss, Take Profit, Buy Limit, Buy Stop, Sell Limit, and Sell

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Stop) on any Financial Instrument at the declared price. In this case, the Company reserved the right, at its sole discretion, to execute the order or change the opening (closing) price of the transaction at a first available price. Events that might cause the above mentioned actions on behalf of the Company are considered to be the following, (the list is NOT exhausting): i. At times of rapid price movement if the price rises or falls in one trading session to such an extent that under the rules of the relevant exchange, trading is suspended or restricted. ii. In the trading session start moments which has as a result, placing a Stop—Loss Order will not necessarily limit the client’s losses to the intended amounts, because market conditions may make it impossible to execute such an order at the stipulated price.

**Declaration of Beneficial Owner**

**FIRST NAME:** \_\_\_\_\_ **LAST NAME:** \_\_\_\_\_

The contracting party hereby declares:

That the contracting party is the only beneficial owner of the funds deposited with 70Trades, OR

**That the beneficial owner of the funds deposited with 70Trades is:**

(If an individual)

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Nationality: \_\_\_\_\_

Full Address: \_\_\_\_\_ (If a company)

Company Name: \_\_\_\_\_

Legal Form: \_\_\_\_\_

Country: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

Registered Address: \_\_\_\_\_

The contracting party is obligated to communicate without delay, any changes concerning the beneficial owner(s). The contracting party has been made aware that an intentional erroneous completing of this form constitutes creating a false document.

**CLIENT NAME:** \_\_\_\_\_

**PLACE & DATE:** \_\_\_\_\_

Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Risk Disclosure

The following statement does not disclose all risk associated investments, and is meant to inform users that trading foreign exchange, also known as Forex or FX, may result in substantial loss of funds and/or complete loss of funds in excess of your initial margin funds, and therefore should only be undertaken with risk capital. Risk Capital is defined as funds that are not necessary to the survival or well-being of the user.

If you do not thoroughly understand the risks involved in foreign exchange trading - do not trade. 70Trades strongly recommends that any user considering trading foreign exchange currency or commodities, should first thoroughly read this risk disclaimer and understand risks and losses inherent to Forex trading.

It is your responsibility to carefully consider your investments prior to committing funds for foreign exchange trading. Before you consider undertaking any transactions with 70Trades, you should carefully consider whether such trading is suitable in light of your own financial position and investment objectives. Foreign exchange trading is commonly known as a double-edge sword as the risks or losses involved are equivalent to the potential to gain.

Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit losses to the intended amounts. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore carefully consider whether such trading is suitable in light of your own financial position and investment objectives.

Certain market conditions may make it difficult or impossible to execute orders at a stipulated price.

A spread position may be as risky as a simple long (or short) position and can be more complex.

The high degree of leverage that is obtainable in Spot Foreign Exchange Trading because of the small margin requirements can work against you as well as for you. The use of leverage can lead to large losses as well as gains. The insolvency of 70Trades or of a Bank or Broker used by 70Trades to effect transactions on your behalf may lead to your positions being closed out against your wishes.

The Client is hereby advised that the transactions undertaken through the dealing services of 70Trades may be of a speculative nature. They may give rise to large losses within a relatively short period of time, which cannot be forecast and which may sustain a total loss of the funds deposited with 70Trades. These losses may be attributed to adverse market movements, to position build-up or to the accumulation of commission and charges relating to the transactions. The Client's attention is expressly drawn to the fact that the nature of the transactions executed on his instruction, by 70Trades may be non-readily realizable in the case of a currency traded so irregularly or infrequently that it cannot be certain that a price will be quoted at all times or that it may be difficult to effect transactions at a price which may be quoted owing to an absence of a counter party.

The foreign currency trading that you are entering into is not conducted on an exchange. 70Trades may act as counterparty in these transactions and, therefore, may act as the buyer when you sell and the seller when you buy. As a result, 70Trades interests may be in conflict with yours, unless otherwise specified in your written agreement or other written documents. 70Trades establishes the prices at which it offers to trade with you; the prices 70Trades offers might not be the best prices available and 70Trades may offer different prices to different Clients. Additionally, since 70Trades may act as the buyer or seller in the transaction, you should carefully evaluate any trade recommendations you receive from 70Trades or any of its solicitors.

Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_