

# **Terms and Conditions (Client Agreement)**

## **AC Capital Market (V)**

**AC Capital Market (V) Ltd**

**Website:** [www.accapital.com](http://www.accapital.com)

**Email:** [cs@accapital.com](mailto:cs@accapital.com)

**Financial Services Licence number:** 700597

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## **1 Application of This Agreement**

- 1.1** The Agreement is entered by and between AC Capital Market (V) Ltd (hereinafter called “AC Capital Market”, the “Company” or “we” or “us”) on the one part and the Client (which may be a legal entity or a natural person) who has completed the Account Opening Application Form and has been accepted by AC Capital Market as a Client (“Client” or “you” or “your”) on the other part.
- 1.2** AC Capital Market (V) Ltd is the product issuer and distributor. We are regulated by Vanuatu Financial Services Commission [VFSC: 700597].
- 1.3** Unless agreed by us in writing to the contrary, the Trade Services now or hereafter at any time and from time to time entered or to be entered between you and AC Capital Market shall be subject to these terms and conditions. This document must be read in conjunction with:
- (1) the Product Disclosure Statement; and
  - (2) any other terms and conditions and changes to this agreement provided by us to you relevant to the trade service in respect of which these terms and conditions apply (collectively, “**other terms**”).
- 1.4** If the provisions of this agreement are inconsistent with any other terms, then:
- (1) where the relevant other terms state that they prevail to the extent of the inconsistency, they shall so prevail over the provisions of this Agreement; and
  - (2) otherwise, the provisions of this Terms and Conditions override to the extent of the inconsistency.
- 1.5** The language in which the client may communicate with us is English, which is our official language. Therefore, all documents and information provided in by us shall be in English. We may, at our sole and absolute discretion, provide you translation copy in your native language. Translation or information provided in languages other than English is for informational purposes only and do not bind us or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein and the Client should also refer to the English version and the Website for information on the Company and its policies.

## **2 Conditions Precedent**

- 2.1** AC Capital Market is only obliged to provide you with our trade service or allow you to use our trade service, from time to time, after you represent and warrant to us, and agree that each representation is deemed repeated each time you open or close a transaction that:
- (1) the information provided in your application form and at any time thereafter is true and accurate in all respects;
  - (2) you are obliged to inform us if any changes to the information provided by you in the application form;
  - (3) you are duly authorised to use our trade service, to open and to close each

transaction and to perform your obligations hereunder and thereunder and have taken all necessary action to authorise such execution, delivery and performance;

- (4) you understand that you will be deemed as the principal when you enter into each transaction with us and if any person representing you to open or close a transaction or acting on your behalf (in situation if you are a corporate, partnership or trust), will be duly deemed as the transaction placed by yourself;
- (5) you have obtained all governmental or other relevant authorization and consents in its full force required by you in your residency in respect of any execution, delivery and usage of the trade service and each transaction;
- (6) other than in exceptional circumstances, you will not send funds to your account(s) with us from, or request that funds be sent from your account(s) to, a bank account other than that identified in your account opening form or as otherwise agreed by us. Whether exceptional circumstances exist will be determined by us from time to time;
- (7) you will not use our Bid and Offer Prices for any purpose other than for your own trading purposes, and you agree not to redistribute our trading quote/pricing to any other person whether such redistribution be for commercial or other purposes;
- (8) you will use the services offered by us pursuant to this Terms and Conditions in good faith and, you will not use any electronic device, software, algorithm, or any trading strategy that aims to manipulate or take unfair advantage of any trading service provided by us to you;
- (9) By accepting the current Agreement, you confirm that you are able and agree to receive information, including any amendments to the present agreement, either via email or through the Company's websites.
- (10) you have read, and understood this Terms and Conditions before you enter into a transaction with us.

**2.2** We give no warranty regarding the performance of our website(s), our electronic trading platform and other relevant service used by you for any particular purpose.

**2.3** In situation where we reasonably believe you have made a breach of a warranty given under this Terms and Conditions, including but not limited to the warranties as mentioned in the condition of 2, we reserve the right to make the determination that any transaction you have entered into with us would be voidable from the outset or will be capable of being closed by us at our then prevailing prices, at our absolute discretion.

**2.4 Investment warning**

You are requested to read, understand and consider the suitability of our products and services before you enter into a transaction with us. The acceptance of this agreement will be deemed as you have read and understood all provisions in this agreement, including the investment warnings stated herein:

- (1) Our products are traded on a margin or leverage basis, a type of investment which carries a high degree of risk that you could bear a loss more than your initial deposits.
- (2) We may exercise forced liquidation if you do not maintain sufficient funds to

meet margin requirements for open position(s) in your trading account.

- (3) You are responsible for monitoring your open position(s), margin requirement and all other transactions in your trading account. AC Capital Market will not provide any advice, neither take the responsibility to monitor the effect of an instruction, contract, open position or your margin deposit. We cannot be held responsible when the market moves into an unfavorable direction against your investment with us.

### **3 The Services and Dealings Between You and Us**

- 3.1** Subject to this agreement, we will act as a principal when you enter into a transaction with us and effect transaction for all products provided via the electronic trading platform.
- 3.2** We may enter into transactions with you in the following products:
  - (1) Rolling spot forex contracts and Contract for Differences (“CFD”);
  - (2) Such other investments and instruments as we may provide to you from time to time.
- 3.3** When you enter into a transaction with us, whether you are dealing with us directly or through an agent, we will deem you as a principal and not as an agent for any undisclosed person. Therefore, in situation where you act in connection with or on behalf of someone else, we shall not accept any obligation or liability to that persona unless both parties have set up an agreement in writing.
- 3.4** We will not provide any investment strategy to our clients and shall not accept any liability for any potential losses resulting from the reliance on any advice or information provided by us. All information, advice, market data and any other format of investment education services, including but not limited to newsletter and market commentary provided by us, all of which are general nature only. we will not advise you about the merits of a particular order.
- 3.5** By accepting this agreement, you acknowledge that our services do not include the provision of investment advice in any financial instruments or the underlying markets/assets. Instead, you as the investor and the principal of the transaction will make your own decision on how to handle your investment strategy and the portfolio in your trading account and this decision is solely based on your own judgement.
- 3.6** Subject to this agreement, we hereby grant you, a personal limited, non-exclusive, revocable, non-transferable and non-sublicensable license to install and use the Trading Platform in object code only, solely for your personal use and benefit in accordance with the terms of this Agreement.
- 3.7** Subject to this Agreement, you may request a quote to open a Transaction or to close all or any part of a transaction at any time during our normal hours of trading for the instrument in respect of which you wish to open or close the Transaction. However, we will be under no obligation to provide a quote and accept and act on your offer to open or close a transaction outside of trading hours for the instrument in respect of which you wish to open or close the Transaction. In situation where a certain restriction applied to us from providing a quote to you, we will at our earliest, where reasonably practical, send you a notification.

- 3.8** When we provide you with a quote, we may do this electronically via one of our trading platform. But such a quote does not constitute an offer to open or close a Transaction at those levels. A Transaction will be initiated by:
- (1) You offering to open or close a transaction in respect of a specified Instrument at the level quoted by us; or
  - (2) You placing an order to open or close a Transaction in respect of a specified instrument at a level specified by you in that order and that order being triggered in accordance with the terms of that order type.
- 3.9** In the case of an erroneous quote (Manifestly Erroneous or otherwise), we shall be entitled to cancel such quote and any related Transaction.
- 3.10** Each transaction opened or closed by you will be valid and binding on you immediately once being executed. A Transaction will be valid and binding on you regardless of it being opened or closed as a result of any inaccuracy or mistake by you.
- 3.11** We will deliver the Trading Platform with reasonable skill and care.
- 3.12** From time to time and at our sole discretion, we shall have the right to add to, modify, or remove any part of the trading platform without liability and if we do so we shall use reasonable endeavors to replace any part of the trading platform with an equivalent where practicable.
- 3.13** We have the right to shut down the trading platform at any time for maintenance purposes without prior notice to the client, but this will be done only at weekends. In these cases, the trading platform will be inaccessible.
- 3.14** We will deal with you on an execution-only basis at all times. Please note that we shall not provide you with any advice on the merits, or suitability of you before entering into this agreement.
- 3.15** We will not provide you with any tax advice or legal services. If you are in any way unsure about the terms of this Agreement you should seek your own legal and financial advice.

#### **4 Indemnity**

- 4.1** In the event AC Capital Market provides the market information, it should be regarded in its general nature only. The Company shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by you arising from any inaccuracy or mistake in any such information given.
- 4.2** Notwithstanding anything herein to the contrary, the Customer shall indemnify AC Capital Market and hold AC Capital Market harmless on a full indemnity basis from and against all liabilities, obligations, claims, demands, actions, proceedings, damages, costs, losses, expenses and other sums (whether actual or contingent) which we may incur or pay by reason of or in connection with this Agreement (including without limitation those incurred by reason of the exercise of any power or discretion by us hereunder or as a result of a request by the Customer to make or initiate a request or demand) or any Trade Services entered into between AC Capital Market and the Customer, including all liabilities (whether actual or contingent) which AC Capital Market may incur to any person with whom we may have dealings as a result of or otherwise in connection with the Trade Services and all costs and expenses (including legal costs and Tax) which we may incur

in relation to the Trade Services and/or other goods/services covered by or relating to such Trade Services, and the Customer further undertakes to provide us on demand with funds to meet or cover its indemnity obligation hereunder.

- 4.3** If any directors, officers, employees, affiliates, or agents of AC Capital Market incur any claims, damage, liability, costs or expenses, which may arise in relation to the execution or as a result of the execution of those Agreement and/or in relation to the provision of the Services and/or in relation to the use of the Platform(s), then the Company, its directors, officers, employees, affiliates, or agents bear no responsibility whatsoever, it is your responsibility to indemnify the Company for such.
- 4.4** The indemnities under this Agreement are the Customer's continuing obligations, separate and independent from the Customer's other obligations and survive the termination or completion of any Trade Service and this Agreement.
- 4.5** The cumulative liability incurred by AC Capital Market to you shall not exceed the fees paid to us under this Agreement for the Provision of the Services and use of the Platform(s).

## **5 Account Credentials**

- 5.1** You will be assigned a trading account, which would ask for and unique access code every time when you log in to the trading account through the electronic platform provided by us.
- 5.2** As the account holder, you must:
- (1) ensure that your account access code remain confidential and cannot be used by any person other than you by taking necessary precaution; and
  - (2) notify us immediately if you become aware that your account access codes have in any way become compromised or if any third party maybe able to use your account access code to log into the trading platform; and
  - (3) acknowledge and agree that we do not have to establish the authority of anyone quoting your account number or Account Credentials; and
  - (4) acknowledge and agree that use of your Account Credentials by any third party is expressly prohibited and AC Capital Market will not be liable for any loss arising from or relevant to the disclosure of your account access code.
- 5.3** In a situation that we reasonably believe your account access code has been disclosed to an authorized third party, AC Capital Market may take precautions, including locking your trading account immediately, to ensure the security of clients' assets.
- 5.4** You shall indemnify, defend, and hold us harmless from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorised use of the Trading Platform through your Account Credentials.

## **6 Personal Data**

- 6.1** Before we establish a business relationship with you, we are obliged to collect your personal information for the purposes of assessing your application and, if applicable, opening, maintaining and operating your account including the enforcement of this

Agreement.

- 6.2** We may apply processes to verify your identity, for which a photo identification and residence information may be required. Personal Information collected by AC Capital Market is treated as confidential and will be strictly protected.
- 6.3** We may give a credit reporting agency certain personal information and identity details about you to obtain a consumer or commercial credit report about you.
- 6.4** We may share your personal information with any of our agents, service providers, introducing broker or any associated company of AC Capital Market across global jurisdictions for the same purpose as us.
- 6.5** We may also disclose your personal information to regulatory authorities in some circumstances for compliance reasons.

## **7 Trade Execution**

- 7.1** We will only accept instruction from you in respect of accepting an offer to open or close a transaction via our electronic trading platform. If your usual mode of communicating with us is unavailable for any reason, you should attempt to use one of the other modes of acceptable communication as aforementioned herein.
- 7.2** You hereby authorize us to act on any instruction given or appearing to be given by you on the Trading Platform via the use of your account access code.
- 7.3** Quotes provided by us via electronic trading platform are for information purposes only and do not constitute an offer to buy or sell any products at the price or at all. Where you place an order following an indicative quote showing to you, you instruct to trade constitutes an offer to trade at our then market price available. You acknowledge that such an executed price may differ from the indicative quote presented to you on the trading platform previously as the market may volatile greatly driving market going up and down quickly.
- 7.4** We are entitled, at any time with or without notice to you, to refuse to accept and/or execute any instruction from you (including any order), and/or, provided that we have not already acted on your instructions, to cancel instruction previously given by you. We will only exercise the rights listed in this condition where:
  - (1) We reasonably believe that the instruction was not given by you;
  - (2) An event of default;
  - (3) Technical issues with any system by which we trade with you or any other counterparty;
  - (4) A lack of liquidity in the market in respect of the product in which you trade;
  - (5) A change in the underlying market/instrument to which your margined transaction related to; and
  - (6) Your credit circumstances changing.
- 7.5** Orders may be placed as Market Orders to buy or sell as soon as possible at the price



offered by us, or on selected products as Limit Orders or Stop Orders to trade when the price reaches a pre-defined level. When the bid price for sell orders or ask price for buy orders is reached, the Order will be filled as soon as possible at the price then offered by us.

**7.6** You understand that Limit Orders and Stop Orders are not guaranteed executable at the specified price or amount. We will try to execute your orders as soon as practicable but market conditions, available liquidity and technical issues can affect the sequence and time it takes to execute such orders.

**7.7** We do not accept any liability for any actual or potential loss arising from the delay in execution and/or the execution price is greater or less than the pre-defined execution price of the order.

## **8 Margin Requirement and Margin Calls**

**8.1** Upon opening a Transaction, you will be required to pay us the Margin for that Transaction, as calculated by us. If you are trading with us as a Retail Client, this Required Margin will be at least equal to the Margin required in accordance with Applicable Regulations. The margin requirement is set out on our website and in the Product Specification on trading facilities.

**8.2** Despite this, we may require you to pay us a greater amount of Margin. The Required Margin for any transaction may fluctuate during the life of the transaction and you will be required to pay us any additional Margin required for a transaction during the life of this transaction.

**8.3** You also have a continuing Margin obligation to us to ensure that at all times during which you have opened Transactions you ensure that the Net Equity of your account is equal to at least the total amount of Required Margin that, as calculated by us, you are required to pay to us for all of your open Transactions.

**8.4** It is your responsibility to ensure that you understand how Margin Requirements are calculated.

**8.5** We have the right to change the margin requirements whenever this is a Force Majeure Event or a major market event happens for risk management purposes. In this situation, we have the right to apply new Margin requirements to the new positions and to the positions which are already open where this is deemed necessary. All changes shall be effective on the Platform and/or the Website and you are responsible to check frequently for updates.

**8.6** You are aware and acknowledge that we may, in our sole discretion, require you to take certain actions in your trading account pursuant to a margin call. A Margin Call may be based upon a number of factors, including without limitation, your overall position with us, your account size, the number of open transactions you have, the volume traded, your trade history and market conditions.

**8.7** AC Capital Market shall not have an obligation to make any margin call to you but in the event that it does, or in the event that the trading platform warns you that it reached a certain percentage of the margin in the trading account, you should take any or any of the three (3) options, within a short period of time, to deal with the situation:

(1) Limit your exposure (close trades); or

- (2) Hedge your positions (open counter positions to the ones he has right now) while re-evaluating the situation; or
- (3) Deposit more money in your trading account.

**8.8** Failure to meet the Margin Requirements at any time or failure to take an action under paragraph 8.7 of this Client Agreement, gives us the right in our sole discretion, to close any and all of your Open Positions whether at a loss or a profit without further notice to you. It is your responsibility to monitor, at all times, the amount deposited in your Trading Account against the amount of Maintenance Margin required as a result of your trading decisions and it is understood that the Company has the right to take the actions of this paragraph, even if a Margin Call is not made under paragraph 8.7 of this Client Agreement.

**8.9** If you have more than one trading account with us, each trading account will be treated entirely separately. Therefore, any credit on one trading account (including amounts deposited as margin) will not discharge your liabilities in respect of any other trading account. It is your responsibility to ensure the required level of margin is in place for each trading account separately.

## **9 Deposit, Margin Deposit, Fees, Charges, and Fee Adjustment**

### **9.1 Deposit**

9.1.1 The Client may deposit funds into the Trading Account at any time during the course of this Agreement. Deposits will be made via wire transfer or any other methods accepted by AC Capital Market from time to time. We will not accept third-party or anonymous payments in the trading account.

9.1.2 We shall have the right to request the Client at any time for any documentation to confirm the source of funds deposited into the Trading Account. The Company shall have the right to reject a deposit of the Client if the Company is not duly satisfied as to the legality of the source of funds.

9.1.3 We will only effect withdrawals of Client funds upon the Company receiving a relevant request from the Client in the method accepted by the Company from time to time.

9.1.4 You understand that withdrawals will only be effective towards the account holder. AC Capital Market will not make withdrawals to any other third-party or anonymous account.

9.1.5 AC Capital Market reserves the right to pass on any cost charged by bank card issuers, banks or with respect to any other payment method for any reason, to you. We may obtain such reimbursement by charging your Trading Account, deducting amounts from future payments owed to you, charging your credit card or obtaining reimbursement from you by any other lawful means.

### **9.2 Margin deposit**

9.2.1 In order to enter into a transaction, you undertake to provide the Initial Margin in their trading account. It is your responsibility to ensure you have sufficient funds deposited in your trading account before we execute your transaction.

9.2.2 After entering into a transaction, you are obliged to ensure enough deposit amount in their trading accounts to meet the maintenance margin requirement.

- 9.2.3 AC Capital Market may at its absolute discretion require a percentage of the contract's value in respect of any anticipated Open Positions which the Client will have with us as the Initial Margin before we execute a contract.
- 9.2.4 AC Capital Market may at its absolute discretion require a percentage of the contract's value in respect of any existing Open Positions which the Client has with us as the Maintenance Margin.
- 9.2.5 Unless agreed or specified by us in written, the margin deposit received by us is required in your account denominated currency. Additional cost or commission incurred from currency conversion will be passed on to you where you made a payment to us in a different currency from your account denominated currency.

### **9.3 Fees and charges**

- 9.3.1 When you trade with AC Capital Market, the difference between the bid and ask prices of a contract is referred to as our spread and will comprise our spread charges to you.
- 9.3.2 When providing the trading service to you, AC Capital Market may also be compensated through transaction commission. When you enter into a commission transaction with us, you will pay us for each transaction being executed on AC Capital Market trading platform. This is normally calculated as a percentage of the notional volume of the opening or closing transaction or as an amount per equivalent instrument or interments the Underlying Market or on any other basis agreed between ourselves in writing.
- 9.3.3 Other than spread and commission, a dormant account administrative fee will be charged in relation to any account if there is no trading activity in a 12-month period. The fee will be equal to 10 units of the account denominated currency. In the event that your account balance is zero after the fee is charged, your account may be subject to closure in accordance with this agreement.
- 9.3.4 All payments received by us may be subject to a minor difference from the amount of funds you send to us. This is due to the bank commission or service charges by other payment services provided. AC Capital Market does not charge any fees on deposit transactions. However, the deposit made into your trading account will be calculated according to the actual clear fund received by us.
- 9.3.5 We may impose other fees and charges for using our services by providing notice to you. If you do not consent to the charges, you may elect to terminate this agreement with us. If you terminate the Agreement under this clause, all existing positions will survive the termination of this Agreement.

### **9.4 Fee adjustment**

- 9.4.1 Any open transaction held at the end of the trading day of the Underlying Market or over the weekend when the relevant Underlying Market is closed, shall automatically be rolled over to the next trading day to avoid an automatic close. When such transactions rolling over to next trading day, a financial cost will be applied to your open positions, known as overnight Interest Adjustment or Swap. The swap amount is a constant percentage of the position value and is based on a number of factors among others, whether the Transaction is a Buy or a Sell, interbank interest rates on the market, underlying asset differentials, daily price fluctuations and other economic and market related factors. The customer may obtain details of the current interest rates and applicable margins, fees, charges and commissions for product specification on the electronic platform provided by us.

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- 9.4.2 When you enter into a transaction with us, we will treat you as you have acknowledged the overnight interest adjustment in relation to the underlying market you will or currently dealing with.
- 9.4.3 You hereby further authorize us to add or subtract the overnight Interest Adjustment/Swap to or from your Trading Account for any open Transactions that have accrued such a cost, in accordance with the applicable rate thereto, each day at the time of collection specified on the Trading Platform for each individual Underlying Asset, as applicable.
- 9.4.4 When you trade a Futures contract, your open position will be subject to have an expiration. You may elect to have your open positions closed before the expiry date, otherwise, all open positions will be automatically rolled over to the following contract period. A rollover adjustment will be incurred to reflect the difference between the market price of two contract period.
- 9.4.5 You hereby further authorize us to add or subtract the Rollover Adjustment to or from your Trading Account for any open Futures Transactions that have accrued such a cost.
- 9.4.6 Where applicable, such as when you enter into a contract where the underlying instrument receiving a dividend is paid, a dividend adjustment will be calculated in respect of open positions held on the ex-dividend day for the relevant underlying Instrument.

## **10 Client Money**

- 10.1 Monies received from you are required to be deposited and held by AC Capital Market on trust in a separate trust account in accordance with the governing legislation.
- 10.2 You acknowledge that we will be under no obligation to pay interest on balances on your account (and any fees we may take from such interest) and that you are therefore waiving and foregoing any entitlement to interest (and fees if any) under the governing legislation or otherwise. You hereby acknowledge that we will not pay you any interest on your account and that any interest will accrue to us (insofar as you are able and/or required to do so), you assign and convey to us the beneficial entitlement to such interest.
- 10.3 In the event that we incur interest charges to hold client money on your behalf with third party banking institutions in accordance with the governing legislation, you agree that we may charge you for holding such client money on your behalf. You agree that we may cease to treat any money deducted as client money and that ownership of that money will be irrevocably transferred from you to us.
- 10.4 You agree that we will not be liable for the solvency, acts or omissions of any bank holding money.

## **11 Introducing Brokers and Agents of AC Capital Market**

- 11.1 When you open an account with us through a referral by an Introducing Broker of AC Capital Market, we should not be held responsible for any agreement made between you and the agent. You acknowledge that any such Introducing Broker will be acting as either an independent intermediary or an agent for you and that your Introducing Broker is not an agent or employee of ours.
- 11.2 You further acknowledge that the Introducing Broker is not authorized to act in the

capacity as a representative of us.

- 11.3** You acknowledge that we do not have control, and will not endorse the accuracy of any information, advice or products you have received or will receive from an Introducing Broker since such an Introducing Broker is not an Agent or Employee of ours, it is at your own responsibility to properly evaluate an Introducing Broker and any proposal they provided before you decide to enter into a relationship with them.
- 11.4** You understand that we may pay commission to an Introducing Broker by one-off or on a regular basis based on the introducing business performance from them.
- 11.5** You understand when you open an account through an introducing broker, your personal information would be disclosed to the Introducing Broker, such information includes but is not limited to your personal information provided for account opening purposes and/or your trading activity with us.

## **12 Conflicts of Interest**

- 12.1** We are required by law to take all appropriate steps to identify conflicts of interests between ourselves, our Associated Companies and Relevant Persons and our clients, or between one client and another, that arise in the course of providing our financial services.
- 12.2** Conflicts of Interest may exist. Without limiting the nature of these interests, such examples include where we or an associated company or agent deal in the investment, a related investment or an asset underlying the investment, as Principal for our own account or that of someone else. Such dealing could be we entering into hedging activities in connection with any transaction with you.
- 12.3** We have in place organisational and administrative controls to manage the conflicts of interests identified above such that we can be reasonably confident that risks of damage to clients because of any conflict will be prevented.
- 12.4** In providing our services under this Agreement, we do not receive any liability, neither under any obligations, which exceeds those set out in this Agreement.
- 12.5** You acknowledge that you are aware of the possibility that the conflicts disclosed in this Term will arise and consent to us acting notwithstanding such conflicts.

## **13 Event of default**

- 13.1** An “Event of default” is defined as follows:
- (1) The failure of you to perform any obligation due to us;
  - (2) The failure of you to deposit sufficient margin or other amount due under this Agreement;
  - (3) The failure of you to provide valid personal documentation or any other information as required by us from time to time;
  - (4) The failure of you are unable to pay debts when they fall due;

- (5) When a party of this agreement dies or is declared absent or become bankrupt;
- (6) An action defined in 12.2 of this Agreement as required by the regulatory body, government or court;
- (7) Any other circumstances where we reasonably believe that it is necessary to take an action defined in 12.2 of this Agreement;
- (8) You involve us in any type of fraud or illegality or breach of applicable regulations or in the risk of fraud or illegality or breach of applicable regulations;
- (9) In any circumstances where we reasonably suspect you are engaged with money laundering activities, terrorist financing, or other criminal activities;
- (10) In any circumstances where reasonably suspect you perform abusive trading;
- (11) In any circumstances where we suspect you have opened a trading account with us dishonestly.

**13.2** Where the event of default occurs, AC Capital Market, may at its sole discretion, with or without written notice, to take one or more of the following actions:

- (1) Terminate this Agreement immediately;
- (2) Cancel any open positions;
- (3) Ban or suspend your access to the electronic trading platform;
- (4) Prohibit any functions of the electronic trading platform;
- (5) Reject or decline or refuse the execution of any trade order or instruction placed by you;
- (6) Restrict your account from trading capability;
- (7) In the case of fraud, reverse the funds back to the real owner or according to the instructions of the law enforcement authorities of the relevant country;
- (8) Cancel your profits gained through abusive trading;
- (9) Immediately cancel all trades that were executed by the client.
- (10) Take legal action for any losses suffered by AC Capital Market.

## **14 Representations and warranties**

**14.1** Representations and warranties are personal statements, assurances and undertakings given by you to us. We will rely on those undertakings when dealing with you. You agree that each of the following representations and warranties are deemed repeated each time you open or close a transaction by reference to the circumstances prevailing at such time:

- (1) the personal information provided to us during the registration for the Trading Platform and at any time thereafter is complete, true, accurate and not misleading in all respects;

- (2) you are over eighteen years of age or over the maturity in your jurisdiction;
- (3) you are of sound mind;
- (4) you are duly authorised to execute and deliver this agreement, to open each transaction and to perform your obligations hereunder and have taken all necessary action to authorise such execution, delivery and performance;
- (5) you understand how a CFD and a Transaction operate before you place an offer to open a Transaction on the Trading Platform. By doing so, you warrant that you understand the terms and conditions of the Client Agreements, and any legal and financial implications thereof;
- (6) you will not enter into any Transaction in a manner that constitutes market abuse. You are reminded that this applies to all forms of market abuse such as insider trading (an abusive exploitation of privileged confidential information), the misuse of information and directors trading in shares of their own companies; in such circumstances, we reserve the rights to void/cancel part/all your abusive trading transactions, close all and any of your Trading Accounts and terminate this client agreement;
- (7) you will not enter into any transactions in a manner that constitutes scalping or through the use of an automated data entry system. Accordingly, a significant portion of your Transactions with short duration and with a win/loss ratio significantly in your favour may be deemed to constitute market abuse and will not be allowed; in such circumstances we reserve the rights to void/cancel part/all your abusive trading transactions, close all and any of your Trading Accounts and terminate this Client Agreement;
- (8) you will not, either acting alone or Acting in Concert with others (including using different accounts held with different entities within AC Capital Market group of companies) to engage in conduct which results in unacceptable trading circumstances. Such activity shall be subject to our right to seek compensation from you or any holder of such connected accounts, and/or the voiding of all trades (and associated profits) you have obtained;
- (9) you have taken all reasonable steps to understand the specifications and characteristics of the Trading Platform and the associated hardware, software, data processing and telecommunication systems and networks required to access and operate the Trading Platform;
- (10) you have taken all reasonable steps to understand the specifications and characteristics of the Trading Platform and the associated hardware, software, data processing and telecommunication systems and networks required to access and operate the electronic trading platform;
- (11) the execution, delivery and performance of the Client Agreements and your use of the Trading Platform including each Transaction you complete thereto will not violate any law, ordinance, charter, by-law or rule applicable to you, in the jurisdiction in which you are resident, or any agreement by which you are bound or by which any of your assets are affected; and
- (12) other than in exceptional circumstances you will not send funds to your trading account from any bank account other than as stipulated in your registration data.

Transfers from a joint account will only be accepted if you are one of the named beneficiaries of that account. Whether exceptional circumstances exist will be determined by us from time to time.

## **15 Manifest Errors**

**15.1** We reserve the right without your consent and without prior notice to you to void and/pr amend the terms of any transactions, if

- (1) The transaction contains or is based on any error that we reasonably believe to be obvious or palpable (a “manifest error”). An example of a manifest error without limitation would be an obvious misquote by us; and/or
- (2) The transaction that we reasonably believe to be a result of a strategy by you to capitalize on opportunities where the executable price of transaction does not accurately reflect the market rates.

**15.2** If we choose to exercise any of our rights under clause 14.1, and if you have received any monies from us in connection with the manifest error, you agree that those monies are immediately due and payable to us and you agree to return an equal sum to us without delay.

## **16 Indemnity and Liability**

**16.1** Neither we nor our directors, officers, employees, or agents shall be liable to you or any third party for any loss incurred or suffered by you in relation to our products and services (including any transaction or where we have declined to enter into a proposed transaction) unless such loss arises directly from our negligence, breach of contract, wilful default or fraud.

**16.2** Without limitation, we do not accept liability for any loss arising from or in connection with:

- (1) An event where any computer viruses, software bombs, or similar items are introduced into your computer hardware or software through your own failure to install adequate virus protection or your loss of internet connectivity for any reason;
- (2) The placement of orders by you or the execution of transactions with us;
- (3) You use your own or a third-party software technology, trading platform, algorithm, trading service or resource, even if we authorize or facilitate such use;
- (4) Acts or omissions of any third party, including without limitation, services providers, introducing brokers, trading agents, or any person, or entity that you cause to access your account;
- (5) Any adverse tax implications of any transaction whatsoever;
- (6) Any delay or change in market conditions before any particular transaction is affected; and
- (7) Any exceptional market event.

**16.3** Except as prohibited by applicable regulation, you undertake and warrant that you will



reimburse us, defend us, hold us harmless, and keep us indemnified on demand, in respect of all loss that may be incurred by us as a direct or indirect result of:

- (1) Your trading activity and/or any and all transactions;
- (2) Any breach, failure to observe or perform any provision of this agreement or in relation to any false information or declaration made either to us or any third party, in particular to any exchange;
- (3) Your use of your own or a third party trading platform, trading strategy, algorithm, advice, trading service or resource, even if we authorize or facilitate such use;
- (4) Any act or omission by any third party, including without limitation, service providers, introducing brokers, trading agents, or any person or entity that your case to access your account.

## **17 Tax**

**17.1** We shall not provide any advice to you on any tax issues related to your usage of our products and services. You should obtain individual and independent tax advice from a financial advisor, auditor or legal counsel.

**17.2** You are responsible for the payment of all taxes that may arise in relation to your transactions. If we are required to pay any withholding tax or other levies on your behalf, we reserve the right to deduct such amounts from your account or otherwise require you to pay or reimburse us for such payments. We are entitled to deduct or withhold, in our sole discretion, any tax requirement by the applicable regulation from any payment or credit made to your account.

## **18 Amending this agreement**

**18.1** This client agreement and any transactions execution agreement may be amended by us at any time. Generally, we will amend the terms of these agreements in response to a change in legislative or regulatory requirements or a change in internal policy.

**18.2** We will provide notice to you of any such amendment. You agree to be bound by the terms of such an amendment on the earlier of:

- (1) ten days after we have posted notice of the amendment on AC Capital Market website; or
- (2) upon providing notice to you by email; or
- (3) on the date when you enter into any CFD after the amendment.

**18.3** If you do not consent to the amendment, you can initiate a termination of this Client Agreement with us. Termination in this case does not affect any obligations owed by you or our rights with regard to any open CFDs held by you.

**18.4** We also reserve the right to vary other documents associated with your trading account including but not limited to the account open form.

**18.5** We further reserve the right to vary the specification of the products we offer. This

amendment may be caused to the change in market risk and liquidation providers that we work with.

## **19 Termination**

**19.1** You may terminate this Client Agreement immediately by giving written notice to us.

**19.2** We may terminate this agreement:

(a) ten days after we have posted notice of the amendment on the Site; or

(b) upon providing notice to you by email with the stated amendments/termination provision.

**19.3** Where you or we provide notice of termination in accordance with the condition of 17.2, during any termination notice period any open positions or any legal rights or obligations which have already arisen will remain unaffected. We may, however, refuse to allow you to enter into any new orders or transactions, cancel pending orders, or lock your account from all trading activities (in which case you may need to contact us through email or any other communication channels provided by us to manage existing open positions). Your account will be closed soon as practicable once all open positions are closed, all orders are cancelled and all your obligations to us are discharged.

**19.4** On termination by us in accordance with the condition of 19.2 or on the expiry of any notice of termination given in accordance with the condition of 19.1 or 19.2, we will:

(a) Close any open positions; and

(b) Be entitled to receive from you all fees, costs, charges, expenses and liabilities accrued or incurred under this agreement up to the date of termination.

**19.5** Termination of the agreement will not affect any rights or obligations, which may already have arisen between us. The termination of these terms will not affect the coming into force or the continuance in force of any conditions or provisions in this agreement which expressly or by implication intended to come into, or continue in force, on or after such termination.

## **20 Notice and Communication**

**20.1** Subject to specific methods of communication and notice specified in this agreement, you agree that we may notify, instruct, or communicate with you by telephone, message, post, email or publishing documents on our website or trading facility. We will use the contact information as specified in your account opening documentation or such other information as you may subsequently provide to us.

**20.2** You acknowledge and agree that we may communicate with you by email, SMS, letter or telephone, including for operational reasons, as we deem appropriate and at our sole discretion.

**20.3** You agree to receive telephone calls from us on your last updated telephone number recorded in our system. You additionally agree that we may keep records of all communication between you and us. You accept such recordings as conclusive evidence of the instructions/requests or conversations as recorded. You acknowledge that, under no

circumstances, will any of our representatives provide investment advice or request that you provide them with sensitive information such as passwords and/or payment details.

- 20.4** If a notice or communication to you from us is:
- (1) personally delivered, such notice or communication shall be deemed delivered upon actual receipt;
  - (2) electronically transmitted pursuant to this paragraph, such notice or communication shall be deemed delivered after transmission;
  - (3) if provided by telephone, such notice or communication shall be deemed received once the telephone conversation has finished;
  - (4) if sent by overnight courier pursuant to this paragraph, such notice or communication shall be deemed delivered upon receipt; and
  - (5) if sent by registered mail pursuant to this paragraph, such notice or communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service, or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal.
- 20.5** Any party to the agreements may change its contact information for the purposes of this client agreement by giving notice thereof to the other party in accordance with this Section, or as otherwise permitted by the client agreements.
- 20.6** The language of communication shall be English and you will receive documents and other information from us in English. We may in our sole discretion provide local language support. Any translation provided shall be for convenience only and to the extent there is a conflict between the English version and any translation, the English version shall prevail.
- 20.7** If you have been dealing with us in a language that is not English then please note that these foreign language services may not be available at all times. English is the primary language in which our services are provided and the binding language of all our contractual documents. There may be occasions where you must take action in relation to your account and a representative who is fluent in that foreign language is not available.
- 21 Privacy**
- 21.1** Personal Information collected by us is treated as confidential and is protected. AC Capital Market will only collect Personal Information which is necessary to perform the services contemplated by this Agreement.
- 21.2** AC Capital Market will use reasonable precautions to maintain the confidentiality of the information we receive from you and material and/or data that you provide, create, input or develop in connection with the Client's use of our services.
- 21.3** Nonetheless, because such information, material and/or data may be provided through Internet transmission, you hereby acknowledge and agree that we cannot assure that such information, material and/or data will continue to be confidential.
- 21.4** You accept the risk of a third party receiving confidential information concerning you and specifically release as indemnifies AC Capital Market from any claim arising out of a third party intercepting, accessing, monitoring or receiving any communication from you intended to us or from we intend to be provided to you.

**21.5** You acknowledge and agree that AC Capital Market may disclose your name and other personal information about you to its employees, representatives, officers, agents and affiliated companies, as well as to a governmental entity or self-regulatory authority, an internet service provider or another third party agent or service provided for any purpose related to offer, provide our services or to comply with applicable laws.

**21.6** You have the right free of charge to obtain a copy of the information we hold about you, to the extent that it constitutes your personal information. If you wish to exercise this right, please contact us by sending an email to [cs@accapital.com](mailto:cs@accapital.com)

## **22 Assignment**

**22.1** We may arrange for any appropriate third party to perform any functions which are required to be performed by us under this agreement, but this shall not affect our liability to you.

**22.2** We may at any time novate this agreement to a third party, or assign or transfer any of our rights and/or obligation under this agreement to a third party, provided that we have given you a written notice with a notice period stated in.

**22.3** If you object to any assignment we make under this condition, you may terminate this agreement with immediate effect by providing us with notice in writing.

**22.4** You may not in any way assign or transfer your rights obligations or interests under this agreement or in any transaction or monies or assets held by us for you in any way.

## **23 Entire Agreement**

**23.1** The Client Agreements set out the entire agreement and understanding between the parties in respect of the matters dealt with in them. They supersede any previous agreement or understanding between you and us in respect of their subject matter.

**23.2** You represent and agree that in entering into the Client Agreements you do not rely on, and will have to the extent permitted by law no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to the Client Agreements or not) other than as expressly set out in the Client Agreements.

## **24 Jurisdiction**

**24.1** This agreement shall be governed by and construed in accordance with the Laws of the Republic of Vanuatu.

**24.2** The parties agree and submit to the non-exclusive jurisdiction of the Courts of the Republic of Vanuatu, but this agreement may be enforced in the courts of any competent jurisdiction.

## **25 Definition**

**Abusive Trading** means the following actions, but are not limited to, pip-hunting, scalping, arbitrage, manipulations or exploitation of any temporal and/or minor inaccuracy in any

rate or price offered on the trading platform, a combination of faster/slower feeds, use of any robots, spiders or other automated data entry system with the trading platform unless the client receives express written consent by us prior to activating the robot.

**AC Capital Market** means AC Capital Market (V) Ltd, the issuer and distributor, and the service provider for the trading services and products defined in this agreement.

**Access Code/Account Credentials** means a unique username and password used by you to access and use your trading account opened with AC Capital Market.

**Affiliate** means in relation to the AC Capital Market, any entity which directly or indirectly controls or is controlled by us.

**Agreement** means this client agreement and other legal documents (and the relevant annexure) you have agreed to in order to use our products and services.

**Business Day** means any day on which commercial banks are open for business (including in dealing in foreign exchange) in the governed jurisdiction.

**Buy** means a transaction in FX and CFD that is opened by offering to buy a specific number of a certain Underlying Asset. This kind of transaction is also referred to as a "long" or "Long Position".

**Client** means you or the client named in the account opening form.

**Client Agreement** means this Terms and Conditions and its annexure and documents published on our website.

**CFD (Contracts for Difference)** means an investment tool that is a contract between the parties (described as "buyer" and "seller"), stipulating that the seller will pay to the buyer the difference between the current value of an underlying asset and its value at a future time. The market quotes of CFDs usually derive from the market price of the underlying assets.

**Currency Pair** means the object or underlying asset of a forex contract based on the change in the value of one currency against the other. A Currency Pair consists of two currencies (the quote currency and the base currency) and shows how much of the quote currency is needed to purchase one unit of the base currency.

**Event of Default** shares the same meaning as defined in condition 13.

**Force Majeure Event** means events or causes including, but not limited to, the following: an act of God, unavoidable accident of navigation, war (whether declared or not), sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, flood, cyclone, earthquake, landslide, explosion, power or water shortage, failure of a transmission or communication network, epidemic, quarantine, strike or other labour difficulty or expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of a government agency, breakage or accident, change of regulation or any damage of AC Capital Market's machinery or system.

**Forced liquidation** means the action to close your open positions taken by AC Capital Market, at its sole and absolute discretion, when the free margin in your trading account falls below a pre-defined level and cannot meet the margin requirements to maintain all market exposure in your account. AC Capital Market takes the forced liquidation in order to protect you from further investment losses, especially when a major market event

happens.

**Futures contracts** are standardized agreements or contracts with obligations to buy or sell a particular asset at a preset price with a future expiration date.

**Introducing Broker** has the same meaning as set out in condition 11 in this agreement.

**Leverage** means a feature of CFDs and this feature enable you to gain a larger market exposure with a smaller amount of deposit. The default leverage ratio set for an AC Capital Market trading account is 1:400 or 0.25% calculated by the margin rate.

**Margin Requirement** means the minimum amount of money required in your trading account in order to enter into or maintain an open position. The margin requirements are specified on the trading platform for each specific underlying asset.

**Market Abuse** Means any usage of any trading method which is based on a manipulation of the Trading Platform and/or trading activity that indicates usage of a prohibited trading method described in condition 14 will be considered as market abuse.

**Manifest Error** means any error that we reasonably believe to be obvious or palpable, including without limitation, offers to execute transactions for exaggerated volumes of underlying assets or at manifestly incorrect market price quotes or prices at a clear loss.

**Margin** means the margin requirements as defined by AC Capital Market for the trading products you trade with.

**Margin Call** means a demand by us for you to increase the amount of deposit in your trading account to satisfy the margin requirements, from time to time in our sole and absolute discretion.

**Market Order** means Orders which are executed at the best available market price.

**Open Position** means any open contract which has not been closed in your trading account.

**Order** means an instruction from you to trade in FX and CFDs. There are multiple trading order types provided by AC Capital Market for risk management purposes including Stop-loss order and Take-profit order.

**Quote** means the information of the current price for a specific Underlying Asset, in the form of the Bid and Ask prices.

**Parties** means the parties enter into this Agreement – AC Capital Market and you.

**Position** means your position in relation to any FX and CFD currently open in your trading account.

**Registration Data** means certain personal and financial information that you are required to provide in order to open your trading account and become our customer, such information can include without limitation a copy of your passport, driving license and/or photo identity card.

**Sell** means an FX and CFD Transaction that is opened by offering to sell a specific number of a certain underlying asset This kind of transaction is also referred to as a "short" or "short position".

**Services** means the services to be offered by AC Capital Market to you under this Agreement.

**Spread** for FX and CFD trading means the difference between Ask and Bid of an underlying asset in FX and CFD at that same moment.

**Stop Loss** means an offer to close a transaction in an FX and CFD position at a price determined in advance by you which, in the case of a Buy is lower than the opening transaction price and in the case of a sell is higher than the opening transaction price.

**Swap or Interest Adjustment** for FX and CFD trading means the interest credited or debited from your trading account due to holding a position open overnight.

**Take Profit** means an offer to close a transaction in an FX and CFD position at a price pre-defined by you which, in the case of a buy is higher than the opening transaction price and in the case of a sell is lower than the opening transaction price.

**Trading Platform** means the electronic mechanism operated and maintained by the AC Capital Market, which facilitates trading activity of the Client in FX and CFDs via the trading account.

**Trading Hours** means the hours of trading as set forth on the Trading Platform for a particular underlying asset market.

**Transaction** means either the opening or closing of an offer to either buy or sell FX and CFD for an underlying asset on the trading platform, whether by you or us.

**Underlying Asset/Instrument** means the products in a CFD which may be currency pairs, indices, precious metals, or commodities. It is understood that the list is subject to change and you must refer each time on the trading platform.

**Underlying Market** means the relevant market where the underlying asset is traded such as securities or futures exchanges, clearing houses, self-regulatory organizations, multilateral trading facilities or alternative trading systems.

**Website** means the AC Capital Market official website as announced by us.