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**BLUESUISSE MARKETS  
LIMITED**

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**Client Service Agreement**

## Table of Contents

1. Definitions – Interpretation of Terms	3
2. Introduction	6
3. Risk Acknowledgement	7
4. Client Acceptance and Due Diligence	8
5. Client Classification	8
6. Services	9
7. Dealings between Bluesuisse Markets Limited and the Client	10
8. Special Note on the Use of the Trading Platform	15
9. Margins, Security, Payments and Delivery	17
10. Margin Trades	19
11. Accounts	20
12. Commissions, Charges, and Other Costs	21
13. Islamic Account	23
14. Interest and Currency Conversions	24
15. Pledge Agreement	26
16. Netting Agreement	26
17. Market Making	27
18. Aggregation and Split	30
19. Conflicts of Interest	30
20. The Company Counterparties	30
21. Introducing Brokers	30
22. Default and Default Remedies	31
23. Client Warranties & Representations	34
24. Indemnity and Limitations of Liability	35
25. Confidentiality and the Company's Disclosure of Information	36
26. Amendments	37
27. Termination	38
28. Force Majeure	39
29. Complaints and Disputes	40
30. Miscellaneous	41
31. Risk Disclosure Statement for Trades in Foreign Exchange and Derivatives	43

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Authorized and regulated by the Seychelles Financial Services Authority (FSA), Bois De Rose  
Avenue, P.O. Box 991, Victoria, Mahé, Seychelles

## 1. Definitions – Interpretation of Terms

In this Client Services Agreement (hereinafter the "Agreement") the following terms shall, unless the context otherwise pledges, have the following meanings and may be used in the singular or plural as appropriate:

"**Account**" shall mean transaction account of the Client at Bluesuisse Markets Limited

"**Account Statement**" shall mean a periodic statement of the transactions credited or debited to an Account

"**Account Summary**" shall mean a statement of the Clients securities portfolio, open positions, margin requirements, cash deposit etc., at a specific point in time;

"**Agent**" shall mean an individual person or legal entity undertaking a transaction on behalf of another individual person or legal entity but in his/its own name;

"**Authorized Person**" shall mean a person authorized by the Client to give instructions to Bluesuisse Markets Limited;

"**Best Execution Policy**" shall mean Bluesuisse Markets Limited prevailing policy available at the website of the broker and the Trading Platform regarding best execution when executing client orders;

"**Business Day**" shall mean any day on which we are open for business;

"**CFD Contract**" or "**CFD**" shall mean a contract which is a contract for difference by reference to fluctuations in the price of the relevant security or index;

"**Client**" shall mean the individual person, legal entity or firm being a customer of Bluesuisse Markets Limited;

"**Client Classification**" shall mean Bluesuisse Markets Limited overall, product-, or transaction specific classification of Clients;

"**Commercial use**" shall mean any use of the Trading Platform by Clients which legal entities or firms are;

"**Commissions, Charges & Margin Schedule**" shall mean the schedule of commissions, charges, margin, interest and other rates which at any time may be applicable to the Services as determined by Bluesuisse Markets Limited on a current basis. The Commissions, Charges &

Margin Schedule is available on the Company website and may be supplied to the Client on demand;

**"Conflict of Interest Policy"** shall mean the Company's prevailing policy regarding conflicts of interest which is available at the website;

**"Contract"** shall mean any contract, whether oral or written, for the purchase or sale of any commodity, security, currency or other securities or property, including any derivatives such as an option, a future, a CFD or other transaction relating thereto, entered into by the Company with the Client;

**"Contract Option"** shall mean a contract between the Company and a Client the terms of which correspond in all respects to the terms of an option, which is quoted, listed or ordinarily purchased or sold on and cleared through a regulated marketplace or another market;

**"Counterparties"** shall mean banks and/or brokers through whom the Company may cover its Contracts with Clients or with whom the Company otherwise deals in relation to Clients' transactions;

**"Durable Medium"** means any securities which enables the Client to store information in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored;

**"Events of Default"** shall have the meaning given to this term in Clause 22;

**"FIFO"** is an abbreviation of "First in – First Out" and refers to the fact that in case one or more Contracts with the same characteristics shall be closed, the Company will as a point of departure close the older Contract first;

**"Inside Information"** shall mean non-published information which is likely to have a noticeable effect on the pricing of a Contract if it was made public;

**"Introducing Broker"** shall mean a financial institution or advisor which is remunerated by the Company and/or Clients for referral of Clients to the Company and/or for provision of advice to such Client and/or execution of such Clients' transactions towards the Company;

**"Margin Trade"** shall mean a Contract opened and maintained based on a margin deposit as opposed to a Contract based on a purchase price;

**"Market Maker"** shall mean a professional participant in the financial markets who continuously offers purchase and sale prices for a security, in order to buy and sell respectively in the event of interested Clients. Should the Company be a Market Maker, it would in relation to a transaction be the Client's immediate counterpart;

**"Market Rules"** shall mean the rules, regulations, customs and practices from time to time of any exchange, clearing house or other organizations or market involved in, or otherwise relevant to the conclusion, execution, terms or settlement of a transaction or Contract and any exercise by any such exchange, clearinghouse or other organization or market of any power or authority conferred on it;

**"Net Free Equity"** is a basis of calculation of interest which is calculated in accordance with the definition specified in the Company's Commissions, Charges & Margin Schedule;

**"OTC"** shall mean any Contract concerning a commodity, security, currency or other securities or property, including any option, future, or CFD which is not traded on a regulated stock or commodity exchange but "over the counter";

**"Private use"** shall mean any use of the Trading Platform by Clients that are physical persons;

**"Principal"** shall mean the individual person or the legal entity which is a party to a transaction;

**"Company"** means Bluesuisse Markets Limited; a Company incorporated in Seychelles with Company number 8433000-1;

**"Security"** shall mean any securities or other assets deposited with the Company by the Client;

**"Services"** shall mean the services to be provided by the Company subject to the Agreement;

**"Settlement/Trade Confirmation"** shall mean a notification from the Company to the Client confirming the Client's entry into a Contract;

**"Trading Platform"** shall mean any online trading platform made available by the Company under this Agreement;

If there is any conflict between this Agreement and relevant Market Rules, the Market Rules shall prevail.

In this Agreement any reference to an individual person shall include the body's corporate, unincorporated associations, partnerships and individuals.

Headings and notes in this Agreement for reference only and shall not affect the contents and interpretation of the Agreement.

In this Agreement references to any law, statute or regulation or enactment shall include references to any statutory modification or re-enactment thereof or to any regulation or order made under such law, statute or enactment (or under such a modification or re-enactment).

## **2. Introduction**

This Client Service Agreement (the "Agreement") regulates the rights and obligations related to services provided by Bluesuisse Markets Limited (hereinafter called the "Company, "we" or "us") through the website <https://bluesuisse.sc/> (the "Website").

This Agreement is entered into by the Client (hereinafter called "Client", "you" or "your") who has completed the Account Opening Application Form and Bluesuisse Markets Limited. Bluesuisse Markets Limited and the Clients, hereinafter each referred to individually as a "Party" and collectively as the "Parties".

Bluesuisse Markets Limited is a Company registered in Seychelles with a Company registration number 8433000-1 and with its registered office at F20, 1st Floor, Eden Island, Mahè, Seychelles. Bluesuisse Markets Limited is authorized and regulated by the Financial Services Authority ("FSA") of the Seychelles. The Company's license number is SD158.

The Client Service Agreement and the following documents "Conflict of Interest Policy", "Order Execution Policy", "Risk Disclosure" are amended from time to time, set out upon which the Company will offer Services to the Client and shall govern the relationship between the Parties. By applying to the Company to open a Trading Account the Client accepts the terms and conditions of this Agreement.

The Client should read this Agreement and the above-mentioned documents and any other letter or notices sent by Bluesuisse Markets Limited carefully, as well as the various documents and information provided on the Website and make sure that s/he understands and agrees with all of them before accepting the Agreement. You are under no obligation to use the Services if you do not agree or understand any section of this Agreement and you should not use the Services unless you understand and agree to these Terms.

For any questions or notices, you may contact the Company by filling out our contact form or sending us an email to [support@bluesuisse.io](mailto:support@bluesuisse.io).

## **3. Risk Acknowledgement**

The Client acknowledges, recognizes and understands that trading and investments in leveraged as well as non-leveraged Contracts is:

- i. Highly speculative;
- ii. May involve an extreme degree of risk; and
- iii. Is appropriate only for persons who, if they trade on margin, can assume risk of loss in excess of their margin deposit.

The Client acknowledges, recognizes and understands that:

- i. because of the low margin normally required in Margin Trades, price changes in the underlying asset may result in significant losses, which losses may substantially exceed the Client's investment and margin deposit;
- ii. when the Client directs the Company to enter into any transaction, any profit or loss arising as a result of a fluctuation in the value of the asset or the underlying asset will be entirely for the Client's account and risk;
- iii. the Client warrants that the Client is willing and able, financially and otherwise, to assume the risk of trading in speculative investments;
- iv. The Client agrees not to hold Bluesuisse Markets Limited responsible for losses incurred as a consequence of the Company carrying the Client's account and following its recommendations or suggestions or those of its employees, associates or representatives, unless the Company has exercised gross negligence in connection herewith;
- v. The Client is aware of the fact that unless it is otherwise specifically agreed, Bluesuisse Markets Limited shall not conduct any continuous monitoring of the transactions already entered into by the Client neither individually nor manually. Hence, the Company cannot be held responsible for the transactions developing differently from what the Client might have pre-supposed and/or to the disadvantage of the Client;
- vi. The Client accepts that guarantees of profit or freedom from loss are impossible in investment trading; and
- vii. The Client accepts that the Client has received no such guarantees or similar representations from the Company, from an Introducing Broker, or representatives hereof or any other entity with whom the Client is conducting a Company account.

#### **4. Client Acceptance and Due Diligence**

It is understood that Bluesuisse Markets Limited may not accept the Client as its client, and hence refuse to open a Client Account for him/her and/or refuse to accept any money from him/her and/or refuse to allow the Client to initiate trading activities, until the Client properly and fully fills in and submits the Account Opening Application Form together with all the required identification documentation and all internal Company checks (including without limitation anti-money laundering checks, appropriateness test and identification procedures) have been fully satisfied. Furthermore, Bluesuisse Markets Limited retains the right, during the business relationship with the Client, to request at any time any other documentation and/or information from the Client that the Company considers necessary as part of the Company's

ongoing monitoring of the Client's activity. It is further understood that the Company reserves the right to impose additional due diligence requirements to accept Clients residing in certain countries.

Bluesuisse Markets Limited reserves the right to define at its absolute discretion and at any time the minimum and maximum deposit(s) amount as well as the time period in which the Client must fully satisfy the Company's required identification documentation requirements and any other relevant ad-hoc request. In this respect, the Client shall be notified with a Written Notice. In the event that, the Client does not fully satisfy the Company's required identification documentation requirements within the time period set by the Company, the Company reserves the right to return any funds deposited back to the origin and impose restrictions in the operation of the Client Accounts including but not limited to restrictions to additional deposits and/or immediately terminate the business relationship with the Client and close the Client Account and/or to proceed to any other action deemed.

## **5. Client Classification**

Bluesuisse Markets Limited attaches different levels of regulatory protection to each category and hence to Clients within each category. In particular, Clients are afforded the most regulatory protection; Professional Clients are considered to be more experienced, knowledgeable and sophisticated and able to assess their own risk and are thus afforded fewer regulatory protections.

Bluesuisse Markets Limited offers its Clients the possibility to request reclassification online and thus to increase or decrease the level of regulatory protections afforded.

Where a Client requests a different categorization (either on an overall level or on a product level), the Client needs to meet certain specified quantitative and qualitative criteria.

On the basis of the Client's request, the Company undertakes an adequate assessment of the expertise, experience, and knowledge of the Client to give reasonable assurance, in the light of the nature of transactions or services envisaged that the Client is capable of making his/her own investment decisions and understanding the risks involved. However, if the above-mentioned criteria are not met, the Company reserves the right to choose whether to provide services under the requested classification.

## **6. Services**

Bluesuisse Markets Limited will not provide any financial advice in any shape or form. Clients' funds will be received for the purpose of funding the Clients' account only. Subject to the Client's obligations under the Agreement being fulfilled, the Company may at its discretion offer the following Services to the Client:



- ✓ Transferable Securities
- ✓ Money Market Instruments
- ✓ Units in collective investment schemes
- ✓ Options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivative instruments, financial indices or financial measures which may be settled physically or in cash.
- ✓ Options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event).
- ✓ Options, futures, swaps, and any other derivative contracts relating to commodities, that can be physically settled provided that they are traded on a regulated market.
- ✓ Rights under a contract for differences or under any other contract the purpose or intended purpose of which is to secure a profit or avoid a loss by reference to fluctuations in the value or price for property of any description or in an index or other factor designated for that purpose in the contract.

Bluesuisse Markets Limited provides an online service via the Company's website <https://bluesuisse.sc/> that enables Clients to trade Forex, CFDs and Commodities by using MT4, MT5 and Trade Master Trading platforms. The Company provides research and educational material in the field of FX trading (in itself not as a licensable activity).

## **7. Dealings between Bluesuisse Markets Limited and the Client**

The Client may provide Bluesuisse Markets Limited with oral or written instructions (which shall include instructions provided via the internet or by e-mail as described below). The Company shall acknowledge the reception of the instructions or ally or in writing, as appropriate.

The Client shall inform Bluesuisse Markets Limited in writing of the persons the Client as granted a Power of Attorney to instruct the Company on behalf of the Client. For practical reasons, the Company can only undertake to register one Power of Attorney for the Client. If the Client at any time wishes to revoke such a Power of Attorney, to change the extent of the Power of Attorney, or grant Power of Attorney to a different person this shall also be informed to the Company in writing. The Company is in accordance with general rules regarding Power of Attorneys entitled to receive instructions from any person authorized by the Client as well as persons who appear authorized.

In addition to the terms listed on the Company website and the terms stated in Section 6 regarding the Trading Platform, the following terms apply to Contracts executed on the internet:

- i. the Company shall not undertake the risk towards Clients for any loss, expense, cost or liability suffered or incurred by the Client due to failure of the system, transmission failure or delays or similar technical errors unless the Company has exercised gross negligence in connection herewith, notwithstanding Clause 8;
- ii. The Company may offer real-time tradable prices to the Client. Due to delayed transmission between the Client and the Company the price offered by the Company may have changed before an order from the Client is received by the Company. If automatic order execution is offered to the Client, the Company shall be entitled to change the price on which the Client's order is executed to the market value at the time at which the order from the Client was received;
- iii. Prices offered by the Company regarding the sale, purchase or exercise of Contract Options reflect the price of the relevant exchange traded product. Due to delays from the Client's execution of an order or instruction regarding a Contract Option to the execution of the relevant exchange traded product on the exchange, the price as listed on the Trading Platform is subject to change, in order for the Contract Option to reflect the price of the relevant exchange traded product at the time of its execution or exercise (as applicable);
- iv. The Trading Platform may be available in several versions, which may be differentiated in various aspects including, but not limited to the level of security applied, products and services available etc. The Company shall not be liable to the Client for any loss, expense, cost or liability suffered or incurred by the Client due to the Client using a version different from the Company standard version with all available updates installed;

- v. The Client shall be responsible for all orders, and for the accuracy of all information, sent via the internet using the Client's name, password or any other personal identification means implemented to identify the Client;
- vi. The Client is obliged to keep their password secret and ensure that third parties have no access to same;
- vii. If the Trading Platform is used for Commercial use the Client is liable to the Company for Contracts executed by use of the Client's password even if such use might be wrongful;
- viii. Regardless of the fact that the Trading Platform might confirm that a Contract is executed immediately when the Client transmits instructions via the Trading Platform, it is the Settlement/Trade Confirmation forwarded by the Company or made available to the Client on the Trading Platform which solely constitutes the Company's confirmation of execution.

Any instruction sent via the Trading Platform or by-mail by the Client shall only be deemed to have been received and shall only then constitute a valid instruction and/or binding Contract between Bluesuisse Markets Limited and the Client when such instruction has been recorded as executed by the Company and confirmed by the Company to the Client through the Settlement/Trade Confirmation and/or Account Statement, and the mere transmission of an instruction by the Client shall not constitute a binding Contract between the Company and the Client.

The Client shall promptly give any instructions to Bluesuisse Markets Limited, which the Company may require. If the Client does not give such instructions promptly, the Company may, at its reasonable discretion, take such steps at the Client's cost, as the Company considers necessary or desirable for its own protection or the protection of the Client. This provision is similarly applicable in situations when the Company is unable to obtain contact with the Client.

If the Client does not provide Bluesuisse Markets Limited with notice of its intention to exercise an option, a Contract Option or another Contract which requires an instruction from the Client at the time stipulated by the Company, the Company may treat the option or Contract as abandoned by the Client. If the Client wishes to exercise an option, Contract Option or another Contract, the Client must provide the Company with notice thereof in reasonable time (and within applicable cut-off times) for the Company to exercise the corresponding right under any contract equivalent to the Contract Option that the Company has entered into with any Counterparty. Contract Options (put and call) that close one tick or more in the money on the last trading day will automatically be exercised, regardless of whether the Client has purchased

or sold the Contract Option. The Client cannot instruct Bluesuisse Markets Limited not to exercise Contract Options that are in the money at expiry and cannot at any time instruct the Company to exercise Contract Options that are out of the money.

Bluesuisse Markets Limited applies a random method of assignment among its Clients' Contract Options when the Company is notified by its Counter parties that one or more short option positions have been assigned. The Company allocation method randomly selects short Contract Options among all the Company Clients' positions, including Contract Options opened immediately prior to the assignment. All short Contract Options are liable for assignment at any time. If a short Contract Option is assigned, the Client is obliged, within the applicable time of delivery, to deliver the relevant amount of cash or assets in the case of a call Contract Option and the relevant amount of cash in the case of a put Contract Option, to effect settlement.

Bluesuisse Markets Limited may (but shall not in any circumstances be obliged to) require confirmation in such form as the Company may reasonably request if an instruction is to close an Account or remit money due to the Client or if it appears to the Company that such confirmation is necessary or desirable.

Pursuant to general rules regarding power of attorney the Client is accountable to the Company for losses which the Company may suffer as a result of instructions from a person who has explicitly or tacit power of attorney to give the Company instructions on behalf of the Client.

Bluesuisse Markets Limited reserves the right in its absolute discretion to cancel, unwind, close out, repair, reinstate or take other action it may deem necessary with respect to open or closed trades of Client or instructions from the Client where the trades executed or instructions submitted would be in violation of, but not limited to, the Agreement, securities markets legislation, usual market practices, legislation on money laundering or insider trading or if the Client is using or has otherwise engaged proprietary or third party malicious and manipulative software or plugins or general trading style that in the Company's, its eligible counterparties' or liquidity providers' view, has the actual, suspected or potential nature of breaching the Agreement or relevant securities markets legislation or the Company believes that to execute its absolute discretion with the regards to the above matters is necessary to protect its own interests, or the interests of its Clients.

In general, Bluesuisse Markets Limited shall act according to instructions as soon as practically possible and shall, as far as trading instructions are concerned, act consistent with the broker's Best Execution Policy. However, if after instructions are received, the Company believes that it is not reasonably practicable to act upon such instructions within a reasonable time, the Company may defer acting upon those instructions until it is, in the Company reasonable

opinion, practicable to do so or as soon as possible notify the Client that the Company is refusing to act upon such instructions.

It is possible that errors may occur in the prices of transactions quoted by the Company. In such circumstances, without prejudice to any rights it may have, the Company shall not be bound by any Contract which purports to have been made (whether or not confirmed by the Company) at a price which:

- i the Company is able to substantiate to the Client was manifestly incorrect at the time of the transaction; or
- ii Was, or ought to have reasonably been known by the Client to be incorrect at the time of the transaction. In which case the Company reserves the right to either
  - Cancel the trade altogether or
  - Correct the erroneous price at which the trade was done to either the price at which the Company hedged the trade or alternatively to the historic correct market price.

Trading strategies aimed at exploiting errors in prices and/or concluding trades at off-market prices (commonly known as "sniping") are not accepted by Bluesuisse Markets Limited. Provided that the Company can document that there on the time of the conclusion of the trade were errors in prices, commissions, or in the Trading Platform, and provided the Company can render probable that the Client, based on its trading strategy or other provable behavior, deliberate and/or systematically has exploited or attempted to exploit such an error, the Company is entitled to take one or more of the following countermeasures:

- i. adjust the price spreads available to the Client;
- ii. restrict the Client's access to streaming, instantly tradable quotes, including providing manual quotation only;
- iii. retrieve from the Client's account any historic trading profits that the Company can document have been gained through such abuse of liquidity at any time during the client relationship; and/or
- iv. Terminate the client relationship immediately by giving written notice.

If the Client is more than one person (for example, joint account holders):

- i. the liabilities of each such person shall be direct, joint and several;

- ii. the Company may act upon instructions received from anyone person who is, or appears to the Company to be, such a person, whether or not such person is an Authorized Person;
- iii. any notice or other communication provided by the Company to one such person shall be deemed to have been provided to all such persons; and
- iv. The rights of the Company under Clause 23 shall apply if an event described in Clause 23 shall be deemed to have occurred in respect of anyone of such persons

The Client agrees that Bluesuisse Markets Limited may record all telephone conversations, internet conversations (chat), and meetings between the Client and the Company and use such recordings, or transcripts from such recordings, as evidence towards any party (including, but not limited to, any regulatory authority and/or court of law) to whom the Company at its reasonable discretion sees it to be desirable or necessary to disclose such information in any dispute or anticipated dispute between the Company and the Client. However, technical reasons may prevent the Company from recording a conversation, and recordings or transcripts made by the Company will be destroyed in accordance with the Company normal practice. Consequently, the Client should not rely on such recordings to be available.

When the Client instructs the Company to enter into a position opposite to one or more of the Client's open positions, the Company will close out the opposite position in accordance with the FIFO principles unless the position has related orders or otherwise agreed.

The Client acknowledges that the Company has the right to, but not the obligation to close directly opposite positions. This applies not only when the positions are held on the same account, but also when they are held on separate accounts.

If the Client operates several Accounts (or subaccounts) and opposite positions are opened on different Accounts (or sub-accounts), the Company shall not close out such positions. The Client is specifically made aware that unless closed manually, all such positions may be rolled over on a continuous basis and thereby consequently all incur a cost for such roll-over.

## **8. Special Note on the Use of the Trading Platform**

The technical requirements to which the Client's IT equipment, operating system, Internet connection etc. shall conform as described on the Company website.

The Client shall enter his user ID and password when logging on to the Trading Platform. The Client should memorize the password. The Client is obligated to notify the Company without undue delay on becoming aware of unauthorized use of the Trading Platform, or if the Client suspects that the password has been misappropriated by a third party, the Client shall contact

the Company immediately to block his Trading Platform. The Client can then order a new password. The Client is for a period of 18 months after notification entitled to request the Company to provide the Client with the means to prove that he made such notification.

The Client can block his Trading Platform at any time by contacting the Company. Blocking the Trading Platform prevents other persons from accessing it. Open orders and positions placed on the platform before the blocking will not be affected by the blocking unless the Client specifically requests so, and the Client is responsible for deciding about his positions.

The right to use the Trading Platform is personal, and the Client shall not allow other persons to use his user ID and/or his password. If the Client wants to allow a third party to trade on the Client's account, the Client shall issue a separate power of attorney to the relevant third party. The power of attorney shall be written on one of the Company's powers of attorney forms. The issue of the power of attorney shall be approved by the Company.

From the Trading Platform the Client can print reports on trading activities and his account balances.

Where the Client has placed an order which he subsequently regrets, the Client may request that the order be canceled up until the time of execution. The Client is aware that Bluesuisse Markets Limited is under no obligation to cancel the order. A request for cancellation or an order can be made via the Trading Platform or by calling the Company Sales or Support Team. Requests concerning cancellation of orders generated when the margin is exceeded can only be made to the Company Sales and/or Support Team. An order shall not be considered to be canceled until the Client has received a written confirmation from the Company.

The Client shall not be liable for unlawful use of the Trading Platform occurring after the Client has informed the Company.

Where the Trading Platform is used for Private Use, Bluesuisse Markets Limited shall be liable for direct losses resulting from defectively executed orders, unless defectively executed order is due to conditions for which the Client is liable. The Company shall not be liable for any indirect losses.

Bluesuisse Markets Limited shall not be liable for losses in cases of abnormal and unforeseeable circumstances beyond the control of the Company pleading for the application of those circumstances, the consequences of which would have been unavoidable despite all efforts to the contrary.

If the Trading Platform is used for Commercial use the Company shall not be liable for any indirect losses and/or losses resulting from:

- i. Operational failures preventing the use of the Trading Platform;
- ii. Interruptions preventing the Client from accessing the Trading platform;
- iii. Use of the Internet as a means of communication and transport;
- iv. Damage caused by matters relating to the Client's own computer systems.

Bluesuisse Markets Limited shall not be responsible for losses resulting from the Client's installation and use of the computer programs used on the Trading Platform, unless such liability follows from indispensable rules of law. Where the Trading Platform is used for Commercial Use, the Client shall be responsible for ensuring that the Trading Platform is adequately insured against direct and indirect losses which may result from the installation and use of the computer programs in the Client's computer system. Furthermore, the Client shall be obliged to make backup copies of data which, should such data be lost, might result in losses for the Client.

Bluesuisse Markets Limited reserves the right to archive or disable the Client Account that is inactive (no trading and/or deposit/withdrawal activity) for at least 90 calendar days and has a balance of equal or less than 10 euros or equivalent in other currencies. The Client Account may be restored from archive only to generate reports/statements and not for trading or depositing. Restored Client Account is again put back to archive once the report/statement is generated. The Client may always open a new trading account and is allowed to transfer any archived balance to the new account. The Company is not obligated to inform the Client prior to or after archiving/disabling.

## **9. Margins, Security, Payments and Delivery**

The Client shall pay to Bluesuisse Markets Limited on demand:

- i. Such sums of money by way of deposits, or as initial or variation margin as the Company may require. In the case of a Contract affected by the Company on an exchange, such margin shall be not less than the amount or percentage stipulated by the relevant exchange plus any additional margin that the Company at its reasonable discretion may require;
- ii. Such sums of money as may from time to time be due to the Company under a Contract and such sums as may be required in or towards clearance of any debit balance on any Account;
- iii. such sums of money as the Company may from time to time require as security for the Client's obligations to the Company; and



- iv. Any amount to maintain a positive cash balance on any and all Account(s).

When dealing with Contract Options Bluesuisse Markets Limited will enter into a contract with its Counterparties which is identical in all respects to the Contract Option between the Company and the Client and the Company may under such Counterparty contract be required to deliver additional margin from time to time. The Company may without notice change the margin requirement towards the Client to reflect changes in applicable margin requirements for the Company from time to time under any Counterparty contract.

If the Client makes any payment which is subject to any price fluctuations, withholding or deduction, the Client shall pay to the Company such additional amount to ensure that the amount actually received by the Company will equal the full amount the Company would have received had no price fluctuations, withholding or deduction been made.

Payments into the Client's account are deposited by Bluesuisse Markets Limited on the condition of the Company receiving the amount in question. This shall apply irrespective of whether it has been explicitly stated in receipts or other notices of or requests for payment.

With the prior written agreement of the Company on each occasion, the Client may deposit Security with the Company or provide the Company with a guarantee or indemnity from a person and in a form acceptable to the Company instead of cash for the purpose of complying with its obligations. The Client is made specifically aware that the Company at its reasonable discretion may determine the value by which Security shall be registered and consequently contribute to the Company's demand towards the Client and the Company may continuously change such value of Security without prior notice to the Client.

The Client is made aware that securities held or deposited on the Client's account with the Company the Client cannot put up as collateral or guarantee for any of the Client's obligations towards a third party.

Any Security will be held by an intermediate broker or eligible custodian, appointed by the Company and the intermediate broker or eligible custodian shall be responsible for claiming and receiving all interest payments, income and other rights accruing to the Client.

Bluesuisse Markets Limited is with the Client's specific consent entitled to:

- i. pass on any money or Security received from the Client in order to satisfy the Company's obligations to any third party;
- ii. charge, pledge or grant any security arrangement over Security in order to satisfy the Company's obligations to any third party in which case the Security may or may not be registered in the Client's name;

- iii. lend Security to any third party in which case the Security may or may not be registered in the Client's name; and
- iv. return to the Client other Security than the original Security.

Bluesuisse Markets Limited shall not be obliged to account to the Client for any income received by the Company as a result of carrying out any of the activities described in this Clause.

The Client shall be obliged to promptly deliver any money or property deliverable by it under a Contract in accordance with the terms of that Contract and with any instructions given by the Company for the purpose of enabling the Company to perform its obligations under any corresponding Contract entered into between the Company and a third party.

If the Client fails to provide any margin, deposit or other sum due under this Agreement in respect of any transaction the Company may close any open position without prior notice thereof to payment of any amounts due to the Company. This is further regulated in Clause 10 and Clause 22.

If the Client fails to make any payment when it falls due, the Client shall pay interest (from the due date and until payment takes place) on the outstanding amount at the rate stated in the Commissions, Charges & Margin Schedule section on our website.

The Client is informed that Bluesuisse Markets Limited shall have the right, in addition to any other rights it may have under this Agreement, to limit the size of the Client's open positions (net or gross) and to refuse orders to establish new positions. The Company will inform the Client as soon as possible regarding such refused orders and the reason for the refusals. Situations where the Company may exercise such right include, but are not limited to, where:

- i. the Company has reason to believe that the Client may be in possession of Inside Information;
- ii. the Company considers that there are abnormal trading conditions;
- iii. the value of the Client's Security (as determined by the Company in accordance with Clause 9) falls below the minimum margin requirement as defined in the Company Commissions, Charges & Margin Schedule; or
- iv. The Client has a negative cash-balance on any Account.

Settlement of Contract Options shall correspond to the settlement of the relevant exchange traded option in accordance with the market rules and terms and conditions applicable to the relevant exchange traded option. For Contract Options on cash settled options, final settlement

requires payment of the cash difference between the value of the underlying option and the strike price. For Contract Options regarding physically settled options, the Contract Options will settle into the respective contract, stock or other security. Contract Options regarding options on futures will settle into a future acquired at the strike price. Bluesuisse Markets Limited will only allow the Client to trade Contract Options on Contracts with physical delivery if the Contract Option expires before the underlying Contract. The Company will require Clients to close any Contract with physical delivery of commodities before they can be exercised (e.g. the Company does not support physical delivery of commodities).

## **10. Margin Trades**

On the date of the opening of a Margin Trade between the Company and the Client, Bluesuisse Markets Limited may require the Client to have margin on the Account at least equivalent to the Company's initial margin requirement.

The Company margin requirement shall apply throughout the term of the Margin Trade. It is the Client's responsibility continuously to ensure that sufficient margin is available on the Account at any time. If practicably possible the Company shall notify the Client if the margin requirements are not met. If, at any time during the term of a Margin Trade, the margin available on the Account is not sufficient to cover the Company's margin requirement, the Client is obliged to reduce the amount of open Margin Trades or transfer adequate funds to the Company even if the Client takes steps to reduce the size of open Margin Trades or to transfer sufficient funds to the Company, the Company may close one, several or all of the Client's Margin Trades or part of a Margin Trade and/or liquidate or sell securities or other property at the Client's account at its sole discretion without assuming any responsibility towards the Client for such action.

If the Company due to insufficient margin, cf. Clause 10, may close one, several or all of the Client's Margin Trades, the Client shall expect, unless otherwise agreed and confirmed by the Company that all of the Client's open Margin Trades will be closed.

If the Client has opened more than one Account, the Company is entitled to transfer money or Security from one Account to another, even if such transfer will necessitate the closing of Margin Trades or other trades on the Account from which the transfer takes place.

The Company general margin requirements for different types of Margin Trades are displayed on the Company's web site. However, the Company reserves the right to determine specific margin requirements for individual Margin Trades.

The Client is specifically made aware that the margin requirements are subject to Change without notice. When a Margin Trade has been opened, Bluesuisse Markets Limited is not allowed to close the Margin Trade at its discretion but only at the Client's instruction or

according to the Company's rights under this Agreement. However, the Company will increase the margin requirements if the Company considers that its risk on a Margin Trade has increased as compared to the risk on the date of the opening.

## **11.Accounts**

Bluesuisse Markets Limited will make available to the Client a Settlement/Trade Confirmation in respect of any transaction or Contract entered into by the Company with or for the Client and in respect of any open position closed by the Company for the Client.

Settlement/Trade Confirmations will normally be available instantly following the execution of the transaction.

An Account Summary and Account Statement are available to the Client through the Trading Platform. The Account Summary will normally be updated periodically during the Company opening hours. The Account Statement will normally be updated every Business Day with information for the previous Business Day. By accepting this Agreement, the Client agrees not to receive any Account Statements or Account Summaries in printed form from the Company other than upon specific request.

Any notice or other communication to be provided by Bluesuisse Markets Limited under the Terms, including Account Statements and Settlement/Trade Confirmations, may be sent by the Company at its option to the Client in electronic form by mail or by display on the Client's account summary on the Trading Platform. The Client is obliged to provide the Company with an e-mail address for this purpose. An e-mail message is considered received by the Client when sent from the Company. Bluesuisse Markets Limited is not responsible for any delay, alteration, re-direction or any other modification the message may undergo after transmission from the Company. A message on the Client's account on the Trading Platform is considered received by the Client when the Company has placed the message on the Trading Platform. It is the responsibility of the Client to ensure that the Client's software and Hardware setup does not stand in the way of the Client receiving emails or getting access to the Trading Platform from the Company.

The Client is obliged to verify the contents of each document, including documents sent in electronic form from Bluesuisse Markets Limited. Such documents shall, in the absence of manifest error, be deemed conclusive unless the Client notifies the Company in writing to the contrary immediately after having received such document. In the event that the Client believes to have entered into a transaction or Contract, which should have produced a Settlement/Trade Confirmations or otherwise a posting on the Client's account, but the Client has not received such confirmation, the Client must inform the Company immediately when the Client ought to

have received such confirmation. In the absence of such information the transaction or Contract may at the Company reasonable discretion be deemed non-existent.

## **12. Commissions, Charges, and Other Costs**

The Client shall be obliged to pay to the Company the commissions and charges set out in the Commissions, Charges & Margin Schedule which will be available on the website.

Bluesuisse Markets Limited may vary such commissions and charges without notice when the change is to the Client's advantage, or the grounds for changes are due to external circumstances beyond the Company's control. Such circumstances are:

- i. Changes in the relationship with the Company's counterparties, which affect the Company cost structures; and/or
- ii. Changes in commissions and charges from exchanges, clearinghouses, information providers or other third-party providers that are passed on to the Client by the Company;

The Company may vary such commissions and charges, with one month's notice if:

- i. Market conditions, including competitive behavior, call for changes to the Company conditions;
- ii. The Company for commercial reasons wishes to change its general cost and pricing structure; and/or
- iii. Significant particulars of the Client, based on which individual conditions were provided, have changed.

In addition to such commissions and charges, the Client shall be obliged to pay all applicable VAT and other taxes, storage and delivery charges, exchange and clearing house fees and all other fees incurred by the Company in connection with any Contract and/or in connection with maintaining the Client relationship.

Furthermore, Bluesuisse Markets Limited shall be entitled to demand that the following expenses are paid separately by the Client:

- i. all extraordinary disbursements resulting from the client relationship, e.g. Telephone, telefax, courier, and postal expenses in case the Client requests hardcopy Settlement/Trade Confirmations, Account Statements etc. which the Company could have delivered in electronic form;

- ii. any expenses of the Company, caused by non-performance by the Client, including a fee determined by the Company in relation to forwarding of reminders, legal assistance etc.;
- iii. any expenses of the Company in connection with replies to inquiries by public authorities, including a fee determined by the Company in relation to forwarding of transcripts and enclosures and for the preparation of copies;
- iv. administration fees in connection with security deposits, and any expenses of the Company in relation to a pledge, if provided, including any insurance premium payments; and
- v. Any expenses of the Company in connection with auditor's comments/reports if such is requested by the Client.

The fees will be charged either as a fixed amount corresponding to payments effected, or as a percentage or hourly rate corresponding to the service performed. The methods of calculation can be combined. The Company reserves the right to introduce new fees.

Bluesuisse Markets Limited may share commissions and charges with its associates, Introducing Brokers or other third parties or receive remuneration from them in respect of Contracts entered into by the Company. Details of any such remuneration or sharing arrangement will not be set out on the relevant Settlement/Trade Confirmations. The Company (or any associate) may benefit from commission, mark-up, mark-down or any other remuneration where it acts for the Counterparty to a Contract.

Bluesuisse Markets Limited will upon reasonable request and to the extent possible disclose to the Client the amount of commission, mark-up, mark-down or any other remuneration paid by the Company to any Introducing Broker or other third party.

Unless specified otherwise in this Agreement, all amounts due to the Company (or Agents used by the Company under this Agreement shall, at Bluesuisse Markets Limited's option:

- i. be deducted from any funds held by the Company for the Client; or
- ii. be paid by the Client in accordance with the provisions of the relevant difference account, Settlement/Trade Confirmation or other advice.

In respect of any transactions to be effected OTC, the Company shall be entitled to quote prices at which it is prepared to trade with the Client. Save where the Company exercises

any rights it may have under this Agreement to close a Contract, it is the Client's responsibility to decide whether or not it wishes to enter into a Contract at such prices.

Furthermore, the Client acknowledges, recognizes and accepts that the procedures described in Clause 12 and Clause 16 may result in additional indirect costs for the Client.

### **13. Islamic Account**

Bluesuisse Markets Limited offers the possibility to the Client to open Islamic (hereinafter called Swap-Free) account. Swap-Free accounts are only available to those Clients who cannot use Swaps owing to their religious beliefs.

Islamic Accounts have exactly the same trading conditions and terms as our regular trading account types. The only difference is that there are no swaps on trading instruments. However, a handling charge applies for holding exotic currency pairs overnight for more than three consecutive nights.

Accordingly, in all instances where a request for a Swap-Free Account is submitted, Bluesuisse Markets Limited reserves the right to require an adequate justification for and/or proof of the necessity or need of any such conversion. Furthermore, the Company reserves the right to refuse the processing of any such request, at its sole discretion, for any reason whatsoever, without being obliged to provide any explanation or justification.

Clients are not allowed to use Swap-Free accounts to make profits from Swaps and may not request the payment of any Swap amounts that have been lost as a result of converting their real Trading Account(s) to Islamic Accounts for the period during which their real Trading Accounts has/have been converted into Islamic Accounts.

Bluesuisse Markets Limited reserves the right to revoke the Swap-Free status granted to any standard trading account at any time, at its sole discretion, without being obliged to provide any explanation or justification.

In the event that the Company detects any form of abuse, fraud, manipulation, cash-back arbitrage, or other forms of deceitful or fraudulent activity in regard to any Islamic Account of any Client, the Company reserves the right, at any time: with immediate effect, to revoke the Swap-Free status from any and all standard trading accounts of such client that have been converted to an Islamic Account; and/or to correct and recover any un-accrued Swaps and any related un-accrued interest expenses and or costs pertaining to any and all of such Client's Islamic Accounts during the period for which such accounts were converted into Islamic Account; and/or with immediate effect, to close all trading accounts of such client with the Company, void all trades carried out in such Client's Trading Accounts with the Company and cancel all profits or losses incurred in such client's trading accounts.

The Client expressly acknowledges and understands that the Swap-Free status shall be applicable on Forex Majors, Forex Minors and Metals symbols.

#### **14. Interest and Currency Conversions**

Subject to the Clause below and save as otherwise agreed in writing, Bluesuisse Markets Limited shall not be liable to:

- i. pay interest to the Client on any credit balance in any Account or on any other Sum held by the Company; or
- ii. account to the Client for any interest received by the Company on such sums or in-connection with any Contract.

The Client is entitled to interest on the basis of the Client's positive Net Free Equity in accordance with the terms in the Company's Commissions, Charges & Margin Schedule.

The Client is obliged to pay interest on the basis of the Client's negative Net Free Equity in accordance with the terms in the Company Commissions, Charges Margin Schedule.

Bluesuisse Markets Limited may vary such interest rates and/or thresholds for interest calculation without notice when changes are to the Client's advantage, or the grounds for changes are due to external circumstances beyond the Company's control. Such circumstances are:

- i. Changes in the monetary or credit policies domestic or abroad that affect the general interest level in a way that is of importance to Bluesuisse Markets Limited;
- ii. Other changes in the general interest level, including in the money and bond markets, that is of importance to Bluesuisse Markets Limited;
- iii. Changes in the relationship with Bluesuisse Markets Limited's Counterparties, which affect the Company cost structures.

Bluesuisse Markets Limited may vary such interest rates where the Trading Platform is used for Commercial use with one month's notice, and where the Trading Platform is used for Private use with two months' notice if:

- i. Market conditions, including competitive behavior, call for a change to the Company conditions;
- ii. The Company wishes to change its general commission, fee and pricing structure for commercial reasons; and/or



- iii. Changes to significant particulars of the Client, based on which individual conditions were provided, occurs.

The Client is deemed to have accepted such changes if he does not, before the proposed date of their entry into force, notify the Company that he does not accept them.

Bluesuisse Markets Limited is entitled, but shall not in any circumstances be obliged, to convert:

- i. any realized gains, losses, option premiums, commissions, interest charges and brokerage fees which arise in a currency other than the Client's base currency (e.g. the currency in which the Client's Account is denominated) to the Client's base currency;
- ii. any cash currency deposit to another cash currency deposit for the purpose of purchasing an asset denominated in a currency other than the Client's base currency;
- iii. any monies held by the Company for the Client into such other currency as the Company considers necessary or desirable to cover the Client's obligations and liabilities in that currency.

Whenever Bluesuisse Markets Limited conducts currency conversions, the Company will do so at such a reasonable rate of exchange as the Company selects. The Company shall be entitled to add a mark-up to the exchange rates. The prevailing mark-up is defined in the Commissions, Charges & Margin Schedule.

## **15. Pledge Agreement**

Any and all Security transferred to the Bluesuisse Markets Limited by the Client or held by the Company or by the Company's Counterparties on behalf of the Client is pledged as a security for any liability that the Client may have or get towards the Company. Without limitation such Security shall comprise the credit balances on Accounts, the securities registered as belonging to the Client on the Company's books, and the value of the Client's open positions with Bluesuisse Markets Limited.

If the Client fails to fulfill any obligation under this Agreement, Bluesuisse Markets Limited is entitled to sell any pledged Security immediately without any notice or court action. Such sale shall take place by the means that the Company in its reasonable discretion determines and at the price that the Company in its reasonable discretion determines to be the best obtainable.

## **16. Netting Agreement**

If on any date the same amounts are payable under this Agreement by each party to the other in the same currency, then, each party's obligations to make payment of any such amount will be automatically satisfied by netting. If the amounts are not in the same currency, the amounts are converted by Bluesuisse Markets Limited in accordance with the principles referred to in Clause 17.

If the aggregate amount that is payable by one party exceeds the aggregate amount that is payable by the other party, then the party by whom the larger aggregate amount is payable shall pay the excess to the other party and the obligations to make payment of each party will be satisfied and discharged.

If the Client, at any time during the Client relationship, has a negative cash-balance in any Account, Bluesuisse Markets Limited is entitled but not obligated to net between the Client's Accounts. The Client shall bear all the charges and any other costs associated with such netting in accordance with the Commissions, Charges & Margin Schedule.

If the Client relationship is terminated according to Clause 27, the claims that the parties have against each other shall be finally discharged by means of netting (closed). The value of open Contracts shall be determined according to the principles set forth below and the final amount to be paid by one of the parties shall be the difference between the payment obligations of the parties.

Rates based on which the Contracts shall be closed shall be market rates applicable on the day on which Bluesuisse Markets Limited decides to close the Contracts.

Bluesuisse Markets Limited may at its reasonable discretion determine the rates by obtaining an offer from a Market Maker in the asset in question or by applying rates from electronic financial information systems.

When determining the value of the Contracts to be netted, the Company shall apply its usual spreads and include all costs and other charges.

This netting agreement shall be binding towards the estate and creditors of the parties to the client relationship.

## **17. Market Making**

When Bluesuisse Markets Limited executes orders as Agent for the Client on a recognized stock or futures exchange, the Company will not be a party to such a trade as such orders will be executed in the trading system of the relevant exchange at the best price and the most favorable conditions available at the time of the order or according to the Client's specific instructions, e.g.

in a situation where the Client has chosen to limit the order. The Company will not include any additional spread in the price of the execution achieved for the Client but will be remunerated according to the Commissions, Charges & Margin Schedule.

The Client is specifically made aware that in certain markets, including the foreign exchange markets, OTC foreign exchange options and CFD Contracts, the Company may act as a Market Maker.

When acting as a Market Maker, the Company will under normal market circumstances quote the Client bid and ask prices.

In order for the Company to quote prices with the swiftness normally associated with speculative trading, Bluesuisse Markets Limited may have to rely on available price or availability information that may later prove to be faulty due to specific market circumstances, for instance, but not limited to, lack of liquidity in or suspension of an asset or errors in feeds from information providers or quotes from Counterparties. If so and if the Company has acted in good faith when providing the price to the Client, Bluesuisse Markets Limited may cancel the trade with the Client but shall do so within reasonable time and shall provide the Client with a full explanation for the reason for such cancellation.

Following execution of any position with a Client, Bluesuisse Markets Limited may at the Company's reasonable discretion subsequently offset each such client position with another client position, or a position with one of Bluesuisse Markets Limited's Counterparties or retain a proprietary position in the market with the intention to obtain trading profits from such positions. Such decisions and actions may therefore result in the Company off-setting client positions at prices different (sometimes significantly different) from prices quoted to Clients, resulting in trading profits or losses for the Company. This in turn can raise the possibility of the Client incurring what may be seen as an implied cost (e.g. the difference between the price at which the Client traded with the Company and the price at which the Company subsequently traded with Counterparties and/or other Clients) due to any profits realized by the Company as a result of the Market Making function. However, the Market Making function may involve significant costs to the Company if the market moves against the Company as compared to the price at which the Company traded with the Client.

The Client accepts that Bluesuisse Markets Limited in such markets where the Company acts as Market Maker, may hold positions that are contrary to positions of the Client, resulting in potential conflicts of interest between the Company and the Client, cf. Clause 22.

In markets, where Bluesuisse Markets Limited acts as a Market Maker, the Client accepts that the Company has no obligation to quote prices to Clients at all times in any given market, nor to quote such prices to Clients with a specific maximum spread.

In markets, where Bluesuisse Markets Limited acts as a Market Maker, the Company may or may not charge commissions. However, irrespective of whether or not the Company charges any commissions, the Client accepts that the Company will seek to make additional profits out of its performance as a Market Maker and the size of any such profits may be considerable if and when compared with the Client's margin deposit.

The Client acknowledges, recognizes and accepts that the price quoted to the Client includes a spread when compared with the price to which the Company may have covered or expected to be able to cover the Contract in a trade with another client or a Counterparty. Furthermore, the Client acknowledges, recognizes and accepts that said spread constitutes remuneration to Bluesuisse Markets Limited and that such spread not necessarily can be calculated for all Contracts and that such spread will not be specified at the Settlement/Trade Confirmation or otherwise revealed to the Client.

The Client acknowledges, recognizes and accepts that Bluesuisse Markets Limited quotes variable spreads on options. The Client is specifically made aware that variable option spreads are affected by actual market conditions, which are beyond the Company control. Bluesuisse Markets Limited does not guarantee any maximum or minimum quotable option spreads.

Any commission costs, interest charges, costs associated to and included in the spreads quoted by the Company as a Market Maker in certain markets and other fees and charges will consequently influence the Client's trading result and will have a negative effect on the Client's trading performance compared to a situation if such commission costs, interest charges, costs associated to and included in the spreads did not apply.

Whilst dealing spreads and commissions are normally considered moderate seen in relation to the value of the assets traded, such costs may be considerable when compared with the Client's margin deposit. As a consequence, thereof the Client's margin deposit may be depleted by trading losses that the Client may incur and by the directly visible dealing costs such as commissions, interest charges and brokerage fees as well as the said not visible costs for the Client, caused the Company's performance as a Market Maker.

If the Client is an active trader and is undertaking numerous transactions, the total impact of as well visible as not visible costs may be significant. Consequently, the Client may have to obtain significant profits in the markets in order to cover the costs associated with trading activities with the Company. For very active Clients, such costs may overtime exceed the value of the margin deposited. Normally, when trading margin derivatives, the lower the percentage of the applicable margin rate, the higher the proportion of the costs associated with executing a transaction.

The Client is specifically made aware that in the area of market making in foreign exchange, OTC foreign exchange options, CFD Contracts and other OTC products, significant implied costs can arise as a consequence of the profits made by Bluesuisse Markets Limited performing in its capacity as a Market Maker.

The Bluesuisse Markets Limited's performance as a Market Maker may negatively affect the Client's Account with the Company and the said implied costs are neither directly visible nor directly quantifiable for the Client at any time.

Bluesuisse Markets Limited is at no time obliged to disclose any details of its performance or income produced as a Market Maker or otherwise related to other commissions, charges and fees.

The Client is specifically made aware that CFD Contracts may be OTC products quoted by the Bluesuisse Markets Limited whilst operating as a Market Maker and not traded on a recognized stock exchange. As a result, the description above of the implied, not visible costs related to the Company's performance as a Market Maker may also apply to any CFD Contract.

### **18. Aggregation and Split**

Bluesuisse Markets Limited is in accordance with the broker's Best Execution Policy entitled to aggregate the Client's orders with the broker's own orders, orders of any of the broker's associates and/or persons connected with the Company including employees and other Clients. Furthermore, the Company may split the Client's orders when executing these. The orders will only be aggregated or split if the Company reasonably believes it to be in the best interest of the Client. On some occasion's aggregation and split of the Client's order may result in the Client obtaining a less favorable price than if the Client's orders had been executed respectively separately or mutually.

### **19. Conflicts of Interest**

Bluesuisse Markets Limited its associates or other persons or companies connected with the Company may have an interest, relationship or arrangement that is material in relation to any transaction or Contract effected, or advice provided by the Company, under this Agreement. By accepting this Agreement and the Company's Conflict of Interest Policy (which distinctly describes the general character and/or background of any conflict of interest) the Client agrees that Bluesuisse Markets Limited may transact such business without prior reference to any potential specific conflict of interest.

## **20. The Company Counterparties**

In order to give effect to the Client's instructions, Bluesuisse Markets Limited may instruct a Counterparty selected at the Company's discretion and the Company shall do so where the transaction is to be subject to the rules of an exchange or market of which the Company member is not.

Bluesuisse Markets Limited shall not be responsible for errors committed by such Counterparties unless it is proven that the Company has not acted with sufficient care when selecting the Counterparty.

## **21. Introducing Brokers**

The Client may have been referred to Bluesuisse Markets Limited by an Introducing Broker. If so, the Company shall not be responsible for any agreement made between the Client and the Client's Introducing Broker. The Client acknowledges that any such Introducing Broker will either be acting as an independent intermediary or an Agent for the Client and that no such Introducing Broker shall be authorized to make any representations concerning the Company or the Company Services.

The Client is specifically made aware that the Client's agreement with its Introducing Broker may result in additional costs as Bluesuisse Markets Limited may pay fees or commission to such person.

The Client is also specifically made aware that the Client's agreement with its Introducing Broker may result in additional costs for the client because the Introducing Broker can deduct commissions and fees as well as price or interest/financing rate adjustments for any trade conducted on or allocated to the Clients account either by the Introducing Broker or the Client.

If the Introducing Broker undertakes any deductions from the Client's Trading Account according to any agreement between the Client and the Introducing Broker, Bluesuisse Markets Limited has no responsibility as to the existence or validity of such an agreement.

Bluesuisse Markets Limited shall have no responsibility or liability to the Client in following the instructions given by the Introducing Broker. The Company is under no obligation to supervise or otherwise know or review the payment instructions or any other acts, including but not limited to the trading, of the Introducing Broker.

The client acknowledges and accepts that frequent transactions may result in a sum total of commissions, fees, price or interest/financing rate adjustments for trades conducted that may be substantial and not necessarily be offset by the net profits, if any, achieved from the relevant trades. The responsibility for correctly assessing whether the size of the total commissions, fees,

price or interest/financing rate adjustments for trades conducted paid from the Client's account makes trading commercially viable, is the combined responsibility of the Client and the Introducing Broker. Bluesuisse Markets Limited only acts as the custodian and principal broker, and therefore is not responsible for the size of the commissions and fees as well as price or interest rate paid by the Client.

Any commissions, fees, price or interest/financing rate adjustments for trades conducted may be shared between the Introducing Broker, Bluesuisse Markets Limited and third parties according to the Introducing Broker's written instructions and/or at the Company discretion.

## **22. Default and Default Remedies**

The provisions contained in this Clause supplement any other rights that the Company or any of its associates have according to this Agreement, including but not limited to the Pledge Agreement referred to in Clause 15, and furthermore any other rights the Company has.

Bluesuisse Markets Limited reserves the right to retain, or make deductions from, any amounts which the Company owes to or is holding for the Client if any amounts are due from the Client to the Company or the Company associates.

The Client authorizes Bluesuisse Markets Limited, at its discretion, at any time and without notice, to sell, apply, set-off and/or charge in any manner any or all of the Client's property and/or the proceeds of any of the same of which the Company or any of its associates or Agents has custody or control, in order to discharge any or all of the Client's obligations to the Company or to the Company's associates.

Each and any of the following events shall constitute an Event of Default in relation to all of a Client's Contracts, Margin Trades, securities and other business Bluesuisse Markets Limited (regardless of whether the Event of Default only relates to part of the business with the Company).

- i. if the Client fails to make any payment or fails to do any other act required under this Agreement or by the Company at its reasonable discretion;
- ii. if the Client fails to remit funds necessary to enable the Company to take delivery under any Contract on the first due date;
- iii. if the Client fails to provide assets for delivery, or take delivery of assets, under any Contract on the first due date;
- iv. if the Client dies or becomes of unsound mind;

- v. if an application is made in respect of the Client for any action pursuant to Bankruptcy Act or any equivalent act applicable to the Client or, if a partnership, in respect of one or more of the partners, or if a Company, that a receiver, trustee, administrative receiver or similar officer is appointed;
- vi. if a petition is presented for the winding-up or administration of the Client;
- vii. if an order is made or a resolution is passed for the winding-up or administration of the Client (other than for the purposes of amalgamation or reconstruction with the prior written approval of the Company);
- viii. if any distress, execution or other process is levied against any property of the Client and is not removed, discharged or paid within seven days;
- ix. if any security created by any mortgage or charge becomes enforceable against the Client and the mortgage or charge takes steps to enforce the Security or charge;
- x. if any indebtedness of the Client or any of its subsidiaries becomes immediately due and payable, or capable of being declared so due and payable, prior to its stated maturity by reason of default of the Client (or any of its subsidiaries) or the Client (or any of its subsidiaries) fails to discharge any indebtedness on its due date;
- xi. if the Client fails to fully comply with obligations under this Agreement or any Contract, including refrains from complying with Margin requirements;
- xii. if any of the representations or warranties given by the Client are, or become, untrue;
- xiii. if the Company or the Client is requested to close a Contract (or any part of a Contract) by any regulatory agency or authority; or
- xiv. If the Company reasonably considers it necessary for its own protection or the protection of its associates.

Upon the occurrence of an Event of Default, Bluesuisse Markets Limited shall at its discretion be entitled to:

- i. Sell or charge in any way any or all of the Client's collateral, assets and property which may from time to time be in the possession or control of the Company or any of its



associates or Agents or call on any guarantee, without any notice or court order. Sale of Security, assets and property shall take place by means that Bluesuisse Markets Limited in its reasonable discretion determines and at the price that the Company in its reasonable discretion determines to be the best obtainable, provided that the Company shall provide a 7-day notice period before realizing Security of any Client, unless immediate sale is necessary to avoid or limit a loss;

- ii. buy or sell any Security, investment or other property where this is, or is in the reasonable opinion of the Company likely to be, necessary in order for the Company to fulfill its obligations under any Contract and the Client shall reimburse the Company for the full amount of the purchase price plus any associated costs and expenses;
- iii. deliver any Security, investment or property to any third party, or otherwise Take any action the Company considers to be desirable in order to close any Contract;
- iv. require the Client immediately to close and settle a Contract in such manner as the Company may in its reasonable discretion request;
- v. to enter into any foreign exchange transaction, at such market rates and times as the Company may determine, in order to meet obligations incurred under Contract;
- vi. re-invoice all or part of any assets standing to the debit or credit of any Account (including commuting the Company's or the Client's obligation to deliver an asset into an obligation to pay an amount equal to the market value of the asset (determined by the Company at its reasonable discretion) on the date re-invoicing takes place); and
- vii. Close-out all Contracts and net all the Client's and the Company obligations towards each other as of the date fixed by the Company with effect to third parties.

The Client authorizes Bluesuisse Markets Limited to take any or all of the steps described in this Clause without notice to the Client and acknowledges that the Company shall not be responsible for any consequences of it taking any such steps, unless the Company has exercised gross negligence in connection herewith. The Client shall execute the documents and take the action as Bluesuisse Markets Limited may request in order to protect the rights of the Company and its associates under this Agreement or under any agreement the Client may have entered into with the Company's associates.

If Bluesuisse Markets Limited exercises its rights to sell any Security or property of the Client under this Clause, it will affect such sale, without notice or liability to the Client, on behalf of the Client and apply the proceeds of sale in or towards discharge of any of the Client's obligations to the Company or to the Company's associates.

Without prejudice to Bluesuisse Markets Limited's other rights under this Agreement or under prevailing law, the Company may, at any time and without notice, combine or consolidate any of the accounts maintained by the Client with the Company or any of its associates and off-set any and all amounts owed to, or by, the Company or any of its associates in such manner as the Company at its reasonable discretion may determine.

### **23. Client Warranties & Representations**

The Client warrants and represents that:

- i. it is not under any legal disability with respect to, and is not subject to any law or regulation which prevents its performance according to this Agreement or any Contractor transaction contemplated by this Agreement;
- ii. it has obtained all necessary consents and has the authority to operate according to this Agreement (and if the Client is not an individual person, that it is properly empowered and has obtained necessary corporate or other authority pursuant to its constitutional and organizational documents);
- iii. investments or other assets supplied by the Client for any purpose shall, subject to this Agreement, at all times be free from any charge, lien, pledge or encumbrance and shall be beneficially owned by the Client;
- iv. 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; and
- v. The information provided by the Client to the Company is complete, accurate and not misleading in any material respect.

20.1. The above warranties and representations shall be deemed to be repeated each time the Client in the future for the duration of the client relationship provides instructions to the Company.

## **24. Indemnity and Limitations of Liability**

The Client is obliged to compensate Bluesuisse Markets Limited for all losses, taxes, expenses, costs and liabilities whatsoever (present, future, contingent or otherwise and including reasonable legal fees) which may be suffered or incurred by the Company as a result of or in connection with:

- i. the Client's breach of this Agreement;
- ii. the Company entering into any transaction or Contract; or
- iii. the Company taking any of the steps which the Company is entitled to take in an Event of Default; unless and to the extent only that such losses, taxes, expenses, costs and liabilities are suffered or incurred as result of the Company's gross negligence or willful default.

This right to compensation shall survive any termination of the Client relationship.

Without prejudice to Clause 8 the Bluesuisse Markets Limited shall not be liable for:

- i. any loss (including consequential and other indirect losses), expense, cost or liability (together referred to as "Loss") suffered or incurred by the Client as a result of or in connection with the provision of the Services unless and to the extent that such Loss is suffered or incurred as a result of Bluesuisse Markets Limited's gross negligence or willful default;
- ii. any Loss due to actions taken by the Company according to its rights under this Agreement, or;
- iii. Any consequential or other indirect loss suffered or incurred by the Client whether arising from the Company negligence or otherwise.

Especially, the Client acknowledges, recognizes and accepts that any market recommendation and any information communicated by Bluesuisse Markets Limited does not constitute an offer to buy or sell or the solicitation of an offer to buy or sell a Contract and that such recommendation and information, although based upon information 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 and unverifiable. Bluesuisse Markets Limited makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of any information or trading recommendation furnished to the Client.

## **25. Confidentiality and the Company's Disclosure of Information**

Bluesuisse Markets Limited may collect client information directly from the Client (in his completed Account Opening Application Form or otherwise) or from other persons including but not limited to credit reference agencies, fraud prevention agencies, third authentication service providers, other financial institutions and any other providers of registers.

Neither party shall disclose any information relating to the business, investments, finances or other matters of a confidential nature of the other party of which it may in the course of its duties or obtain possession of, and each party shall use all reasonable endeavors to prevent any such disclosure. However, this shall not apply if a party is obliged here to due to prevailing legislation, or to a legislative or supervising authority, or to another person who according to the law is entitled to demand disclosure, or in order to enable the party sufficiently to fulfill its obligations pursuant to this Agreement.

By accepting this Agreement, the Client authorizes Bluesuisse Markets Limited to disclose such information relating to the Client as may be required by any law, rule or regulatory authority, including any applicable Market Rules, without prior notice to the Client. Furthermore, the Company may disclose requested and relevant information relating to the Client to third parties in order to facilitate the transfer of funds by credit card initiated by Client.

By accepting this Agreement, the Client permits Bluesuisse Markets Limited to transfer personal information about the Client submitted to or collected by the Company with any legal entity within the Company the Company may transfer such personal information for the purposes of complying with regulatory matters, providing and performing investment advice, investment services, and other services which the Company offers, conducting marketing, and managing the client relationship. Furthermore, Bluesuisse Markets Limited may share such personal information with a third-party agency working on behalf of the Company with the purpose of performing client analysis for the use of the Company sales and marketing and with any introducing broker working on behalf of the Company for the purpose of completing the due diligence and approving of account applications.

The Client's personal information will be stored no longer than necessary to carry out the purposes listed in this Agreement. The Client has the right to request correction, supplementation, deletion, or blocking of such personal information if inaccurate, incomplete, or irrelevant for the purposes of the processing or if processed in any other way that is unlawful. In certain circumstances, the Client may also have the right to object for legitimate reasons to the processing of such personal data in accordance with the procedures set forth in the applicable data protection regulations and to seek other legal remedies available in connection with the processing of such personal information.

## **26. Amendments**

Bluesuisse Markets Limited is entitled to amend this Agreement in favor of the Client without notice. Changes not in the Client's favor may take place at any time by giving a notice of minimum 30 days where Clients are using the Trading Platform for Commercial use, and by giving a notice of 2 months where Clients are using the Trading Platform for Private use. The Company will provide the notice to the Client on a Durable Medium.

The Client is deemed to have accepted such changes if he does not, before the proposed date of their entry into force, notify the Company that he does not accept them.

When dealing with Contract Options, if a market place on which the relevant exchange traded product is traded or if the Counterparty with whom Bluesuisse Markets Limited has entered into a contract which is identical in all respects to the Contract Option the Company has entered into with the Client, take any action which affects the exchange traded product or the contract the Company has entered into with its Counterparty, then the Company may take any such action with regard to the relevant Contract Options which Bluesuisse Markets Limited in its reasonable discretion considers desirable or appropriate to correspond with such action taken by the marketplace or Counterparty or to mitigate any loss which is or maybe incurred by it as a result of such action.

## **27. Termination**

Each Party may terminate this Agreement by giving at least five (5) Business Days Written Notice to the other Party. The Client relationship shall remain in force until terminated.

The Client is entitled to terminate the Client relationship immediately by giving written notice to Bluesuisse Markets Limited. The Company is entitled to terminate the Client relationship with two months' notice where Clients are using the Trading Platform for Private use and with one month's notice where Clients are using the Trading Platform for Commercial use. The Company will provide the notice to the Client on a Durable Medium.

Termination by any Party will not affect any obligation which has already been incurred by either Party in respect of any Open Position or any legal rights or obligations which may already have arisen under the Agreement or any Transactions and deposit/withdrawal operations made thereunder.

Upon termination, the Company and the Client undertake to complete all contracts that are already entered into or under execution and this Agreement shall continue to bind both parties in relation to such transactions. The Company is entitled to deduct all amounts due to it before transferring any credit balances on any Account to the Client and it is entitled to postpone such transferring until any and all Contracts between the Company and the Client are closed.

Furthermore, the Company is entitled to require the Client to pay any charges incurred in transferring the Client's investments.

Upon Termination any or all the following may apply:

- i. The Company has the right to combine any Client's Trading Accounts in order to consolidate the Balances in such Client Accounts and to set off those Balances with obligations of the Client towards the Company;
- ii. The Company has the right to close out the Client's Open Positions at current Quotes;
- iii. The Company has the right to close the Client Account(s);
- iv. The Company has the right to convert any currency;
- v. In absence of illegal activity or suspected illegal activity, fraud or abuse of the Client or instructions from the relevant authorities, if there is Balance in the Client's favor, the Company will (after withholding such amounts that in the Company's absolute discretion considers appropriate in respect of future liabilities of the Client towards the Company) pay such Balance to the Client as soon as reasonably practicable and supply him with a statement showing how that Balance was arrived at and, where appropriate, instruct any nominee or/and any custodian to also pay any applicable amounts. Such funds shall be delivered in accordance to the Client's instructions to the Client. It is understood that the Company will effect payments only to an account in the name of the Client. The Company has the right to refuse, at its discretion, to effect third party payments.

If Bluesuisse Markets Limited determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement) the Company may without prior notice and at any time take any, or a combination or all of the following steps:

- i. Increase Margin requirements without notice;
- ii. Close out any or all Open Positions at such prices as the Company considers in good faith to be appropriate;
- iii. Refuse to accept Orders from Clients;
- iv. Suspend or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them;
- v. Increase Spreads and/or Trading Commissions;
- vi. Decrease Leverage;
- vii. Shut down the Trading Platform(s) in case of malfunction for maintenance or to avoid damage;
- viii. Inactivate the Client Account;
- ix. Cancel any pending positions;
- x. Reject any deposit requests;

- xi. Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances with regard to the position of the Company, the Client and other clients.

## **28. Force Majeure**

Bluesuisse Markets Limited cannot be held responsible for any failure to provide the Services if that failure occurs due to technical or operational reasons beyond Company's control, in the case of Force Majeure event.

A Force Majeure Event includes without limitation each of the following:

- i. Government actions, the outbreak of war or hostilities, the threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, requisition, or any other international calamity, economic or political crisis that, in the Company's opinion, prevents it from maintaining an orderly market in one or more of the Financial Instruments in respect of which it deals on the Trading Platform;
- ii. Act of God, earthquake, tsunami, hurricane, typhoon, accident, storm, flood, fire, epidemic or other natural disaster making it impossible for the Company to offer its Services;
- iii. Labour disputes and lock-out which affect the operations of the Company;
- iv. Suspension of trading on an Underlying Market, or the fixing of minimum or maximum prices for trading on a Market, a regulatory ban on the activities of any party (unless the Company has caused that ban), decisions of state authorities, governing bodies of self-regulating organizations, decisions of governing bodies of organized trading platforms;
- v. changes in the applicable legislation, any action of an official body or any other change in our legal or regulatory obligations as a result of unforeseen events;
- vi. A financial services moratorium having been declared by appropriate regulatory authorities or any other acts or regulations of any regulatory, governmental, or supranational body or authority;
- vii. Breakdown, failure or malfunction of any electronic, network and communication lines (not due to the bad faith or willful default of the company) and DDoS-attacks;
- viii. Any event, act or circumstances not reasonably within the Company's control and the effect of that event(s) is such that the Company is not in a position to take any reasonable action to cure the default;
- ix. The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes, or the imposition of limits or special or unusual terms on the trading in any such market or on any such event.
- x. Abnormal market conditions, such as significant volatility or instability in the markets, or the industry as a whole, preventing us from providing our services in an orderly

manner, including any instances where we are unable to receive data and/or we receive incorrect data from our service providers;

- xi. The occurrence of an excessive movement in the level of any transaction and/or Underlying Asset or Underlying Market or the Company's anticipation (acting reasonably) of the occurrence of such a movement;
- xii. The failure of any relevant supplier, financial institution intermediate broker, liquidity provider, agent or principal of the Company, custodian, sub-custodian, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations.

## **29. Complaints and Disputes**

Bluesuisse Markets Limited follows the outlined procedures to ensure that the complaint(s) is resolved within a period of thirty (30) working days. This response; including the reasoning, is always mailed to the Complainant. Some Complaints can be resolved more quickly depending on the resolution of these Complaints. If the Complaint is more complex and takes longer than thirty (30) working days to be resolved, Bluesuisse Markets Limited shall communicate the specifics for the delay. From time to time, the Complainant is required to provide additional information while investigating the complaint.

When the complaint is submitted by another person or with a method unsuitable for establishing proper authorization of the submission, the Company may ask the person authorized to submit the complaint to confirm the complaint in question.

Bluesuisse Markets Limited shall add a correct, clear and unanimous rationale to every decision taken in order to settle complaints, which are mailed to the Complainant in writing. If the decision refers to a legislation, not only the legislation, but its relevant regulations must also be included in the above decision making. In parallel, with informing the Complainant about the decision in question, Bluesuisse Markets Limited shall inform the Complainant about the opportunities of appeal and possible damage compensation.

Bluesuisse Markets Limited shall ensure that all correspondence and other pertinent information, including how the complaint was resolved, are retained as a full record of the complaint.

## **30. Miscellaneous**

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement under the law of that jurisdiction nor the legality,



validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected.

Bluesuisse Markets Limited shall not be liable to the Client for any failure, hindrance or delay in performing its obligations under this Agreement where such failure, hindrance or delay arises directly or indirectly from circumstances beyond its reasonable control. Such force majeure events shall include without limitation any technical difficulties such as telecommunications failures or disruptions, non-availability of Bluesuisse Markets Limited's website e.g. due to maintenance downtime, declared or imminent war, revolt, civil unrest, catastrophes of nature, statutory provisions, measures taken by authorities, strikes, lock-outs, boycotts, or blockades, notwithstanding that the Company is a party to the conflict and including cases where only part of the Company's functions are affected by such events.

If the Client's combined exposure in one or more margin trades reaches a level which - in case of an adverse market development - may lead to a significant deficit not covered by the Client's deposits and/or margin with the Company, the Company may in its reasonable discretion

- i. Increase the margin requirements and/or
- ii. Reduce the Client's exposure by closing one or more or all of the client's open positions.

Furthermore, Bluesuisse Markets Limited is entitled in its reasonable opinion to determine that an emergency or an exceptional market condition has occurred. Such conditions shall include, but are not limited to, the suspension or closure of any market or the abandonment or failure of any event to which the Company relates its quote or the occurrence of an excessive movement in the level of any Margin Trade and/or underlying market or the Company's reasonable anticipation of the occurrence of such a movement. In such cases the Company may increase its margin requirements, reduce the Client's exposure, close any or all of the Client's open Margin Trades and/or suspend trading.

The Client may not assign its rights or delegate any of the Client's obligations under this Agreement or according to any Contract to others whereas Bluesuisse Markets Limited may assign its rights or delegate its obligations to any regulated financial institution.

For various investments, securities and groups of Clients, Bluesuisse Markets Limited may provide additional business agreements. The Client acknowledges, understands and accepts that:

- i. Such business agreements made available to Clients shall constitute an addition to this Agreement; and
- ii. The Client should not undertake any transaction unless the business terms applicable for such investment securities or group of Clients have been

understood and accepted. Transactions undertaken by the Client notwithstanding above, shall be deemed as had this sub-clause indeed been complied with.

The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

No delay or omission on the part of Bluesuisse Markets Limited in exercising any right, power or remedy provided by law or under this Agreement, or partial or defective exercise thereof, shall:

- i. Impair or prevent further or other exercise of such right, power or remedy; or
- ii. Operate as a waiver of such right, power or remedy.

No waiver of pleading a default of a clause in this Agreement shall (unless expressly agreed in writing by the waiving party) be construed as a waiver of a future breach of the same clause or as authorizing a continuation of the particular breach.

The Client hereby ratifies all transactions with Bluesuisse Markets Limited effected prior to the Client's acceptance of this Agreement and agrees that the rights and obligations of the Client in respect thereto shall be governed by this Agreement.

By accepting this Agreement on behalf of a corporation or other legal entity, the person signing represents and warrants that he/she is authorized to act on behalf of such corporation or legal entity and to bind the same to this Agreement and all obligations arising hereunder. If at a later stage it becomes apparent that the signatory was not duly authorized to bind the corporation or legal entity, Bluesuisse Markets Limited will have the right to seek restitution from this person. Furthermore, the signatory shall indemnify the Company against all liabilities, losses, damages, costs and expenses in relation to any claims or action brought against the Company as a result of the signatory holding out to be authorized to act and bind any such corporation or legal entity.

Client shall be able to communicate with Bluesuisse Markets Limited in English or any other language as the Company may offer from time to time. The Company may communicate with the Client in English or any other language agreed between the parties.

Bluesuisse Markets Limited or third parties may have provided the Client with translations of this Agreement. The original English versions shall be the only legally binding versions for the Client and the Company. In case of discrepancies between the English version and other translations in the Client's possession, the original English version provided by the Company on the website shall prevail.

### 31. Risk Disclosure Statement for Trades in Foreign Exchange and Derivatives

This brief statement, which constitutes an addition to this Agreement, does not disclose all of the risks and other significant aspects of trading foreign exchange and derivatives. In consideration of the risks, you should enter into transactions with the mentioned products only if you understand the nature of the contracts and the contractual legal relationship into which you are entering and the extent of your exposure to risk. Transactions in foreign exchange and derivatives are not suitable for many members of the public. You should carefully consider whether transacting is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

I agree.

\_\_\_\_\_

\_\_\_\_\_

Client's Signature

Company Representative

Name:

\_\_\_\_\_

Name

\_\_\_\_\_

Position:

\_\_\_\_\_

Position

\_\_\_\_\_