WHITEFOREX
YOUR WHITE HAT PARTNER

Clients Agreement

White Forex (St Lucia) Registration number-00475
Ground Floor, The Sotheby Building, Rodney Village, Rodney Bay, Gros-/islet, Saint Lucia
P.O. Box 838, Castries, Saint Lucia (White Forex).
www.whiteforex.com | support@whiteforex.com

Contents

1 Introduction 3

2 Glossary 4

3 Initiation and Termination of The Agreement 11

4 Language 11

5 Default 11

6 Account Opening and Activation 12

7 Types of Clients 14

8 Company Services 14

9 Access to Platforms, Data and Security 15

10 Trading 16

10.1 Terms 16
10.2 Margin 18
10.3 Quotes 19
10.4 Swaps 20
10.5 Leverage 20
10.6 Swap free accounts 20
10.7 Erroneous orders 20
10.8 Campaign Rewards 21
10.9 Market Abuse 21
10.10 Account Blocking 22
10.11 Inactivity 22

11 Money 23

12 Client Account Payments 24

13 Currency 26

14 Netting 27
15 Conflicts of Interest 27
16 Costs and Charges 28
17 Force Majeure 29
18 Warranty and Representation 30
19 Liability and Indemnity 32
20 Complaints 33
21 Confidentiality 34
22 Communication and Written Notices 35
23 Miscellaneous 37
24 Amendments and Termination of the Agreement 38
25 Governing Law and Jurisdiction 39

1 Introduction

1.1 The Client Agreement ("Agreement") is entered by and between WHITE FOREX LTD. ("Company") and the Client (which may be a natural person or a legal entity) who has completed the Account Opening registration.

1.2 WHITE FOREX LTD. is incorporated in the Saint Lucia with Business Identification Number 00475 and has been registered.

1.3 This Client Agreement along with the Documents found on the Company's website, as amended from time to time, set out the terms upon which the Company offer services to the Client and shall govern all trading activity of the Client with the Company, during the course of the Agreement.

1.4 By entering into this Agreement, the Client accepts and consents to the said agreements and policies. For the Client's benefit and protection, the Agreement and any additional documentation available on the website ((www.whiteforex.com) must be well read prior to any trading activity with the company.

1.5 The Agreement overrides any other agreements, arrangements, express implied statements made by the Company or any Introducer(s).

1.6 The White Forex 'Privacy Policy' document details how the Clients' information will be dealt by the Company.

2 Glossary

In the White Forex Client Agreement:

"**Abnormal Market Conditions**" shall mean conditions contrary to Normal Markets Conditions e.g. when there is low liquidity in the market or rapid price movements in the market or Price Gaps.

"**Access Data**" shall mean the Client's access codes, any login code, password(s), his Trading Account number and any information required to make Orders with White Forex.

"**Affiliate**" shall mean in relation to White Forex, any entity controlled directly or indirectly, by White Forex, any entity that controls directly or indirectly, White Forex, or any entity directly or indirectly under common control with White Forex. For this purpose, "control" means ownership of a majority of the voting power of White Forex or entity.

"**Agent**" shall mean an entity appointed to act solely on the appointing party's behalf to deal with the other party in relation to all or part of the actions under the relevant provision.

"**Agreed Process**" means any process agreed between the parties in respect of a Dispute other than the Dispute Resolution Procedure, as may be amended between the parties.

"**Applicable Rate**" means:

a) Federal Funds rate, if the Currency of the Trading Account is US dollars;
b) Key European Central Bank (repo) Interest Rate, if the Currency of the Trading Account is Euros;

"**Applicable Regulations**" shall mean:

a) Rules of a relevant regulatory authority;
b) Rules of the relevant Market; and
c) All other applicable laws, rules and regulations as in force from time to time in any jurisdiction.

"**Ask**" shall mean the higher price in the Quote being the price at which the Client may buy. "**Balance**" shall mean the total financial result of all Completed Transactions and depositing/withdrawal operations on the Trading Account.

"**Base Currency**" shall mean the first currency in the Currency Pair against which the Client buys or sells the Quote Currency.

"**Bid**" shall mean the lower price in the Quote being the price at which the Client may sell.

"**Business Day**" shall mean any day between Monday and Friday, inclusive, other than the 25th of December, or the 1st of January or any other holiday to be announced by White Forex on the Website.

"**CFD**" shall mean Contract for Differences.

"**Charges**" shall mean any fees, account costs, transaction or other charges including custody and settlement fees.

"**Client**" shall mean a person and/or legal entity who has completed the Registration Form via the Website and/or the "Corporate Trading Account Application Form", has read and accepted the Operative Agreements and relevant identity checks have been completed to White Forex's satisfaction.

"**Client Terminal**" shall mean the trading software, which is used by the Client in order to obtain information of financial markets in real-time, to make technical analysis of the markets, make Transactions, place/modify/delete Orders, as well as to receive notices from White Forex. The program can be downloaded on the Website free of charge.

"**Client Terminal Log File**" shall mean the file, which is created by the Client Terminal in order to record all the Client's Requests and Instructions with accuracy to a second.

"**Completed Transaction**" shall mean two counter deals of the same size in different directions (opening a position and closing the position): buying and then selling or selling and then buying.

"**Contract Specifications**" shall mean principal trading terms (Spread, Lot Size, Initial Margin, Hedged Margin etc.) for each Instrument, displayed on the Website.

"**Corporate Client**" shall mean a legal entity who has completed and signed the "Corporate Trading Account Application Form" and has read and approved the Operative Agreements as can be found in the Website and relevant identity checks have been completed to White Forex's satisfaction.

"**Currency of the Trading Account**" shall mean the currency that the Client chooses when opening the Trading Account.

"**Currency Pair**" shall mean the object of a Transaction based on the change in the value of one currency against the other.

"**Client Information**" shall mean any information or documentation that White Forex receives from the Client or otherwise obtain which relates to him, his Account or the provision or the use of the Services.

"**Data Delivery Date**" means each date agreed as such between the parties provided that, in the absence of such agreement, the Data Delivery Date will be the Joint Business Day immediately prior to the PR Due Date.

"**Data Reconciliation**" means, in respect of a party receiving Portfolio Data, a comparison of the Portfolio Data provided by the other party against such party's own books and records of all outstanding Relevant Transactions between the parties in order to identify promptly any misunderstandings of Key Terms.

"**Dealing on own account**" means trading against proprietary capital resulting in the conclusion of transactions in one or more financial instruments; the terms "trade on own account" or "trading on own account" shall have a similar interpretation;

"**Dormant and/or Inactive Account**" shall mean any Company Client trading account where the Client/account holder/owner of that trading account has not initiated any trading activity and/or inactivity for a period of ninety (60) consecutive days and/or where the Company has not carried out any transactions.

in relation to the trading account by and/or on the instructions of the Client/account holder/owner and/or his/her authorized representative for a period of six (6) consecutive months.

"**Electronic Communications**" shall mean any type of electronic communication such as video conferencing, email, SMS, business to business devices, chat, instant messaging and mobile device applications (list is not exhaustive).

"**Eligible Counterparty**" shall mean an "Eligible Counterparty" for the purposes of the Law.

"**Equity**" shall mean: Balance + Floating Profit - Floating Loss.

"**Error Quotes**" are rates received which are transmitted to the Client's Terminal due to a system technical error.

"**Error Quote (Spike)"** shall mean an Error Quote with the following characteristics:

a) a significant Price Gap; and
b) in a short period of time the price rebounds with a Price Gap; and
c) before it appears there have been no rapid price movements; and
d) before and immediately after it appears that no important macroeconomic indicators and corporate reports are released; and
e) a significant variance from marketing pricing

White Forex has the right to delete an Error Quote (Spike) from the Server's Quotes Base.

"**Event of Default**" shall have the meaning given in clause **Error! Reference source not found.**
.
"**FATCA**" shall mean the Foreign Account Tax Compliance Act.

"**Financial Instruments**": shall mean the Financial Instruments as specified in the document with the name.

"**Floating Profit/Loss**" shall mean current profit/loss on Open Positions calculated at the current Quotes.

"**Force Majeure Event**" shall have the meaning as set out in clause **Error! Reference source not found.**.

"**Free Margin**" shall mean funds on the Trading Account, which may be used to open a position. It is calculated as Equity Less Necessary Margin.

"**Hedged Margin**" shall mean the margin required by White Forex sufficient to open and maintain Matched Positions. The details for each Instrument are in the Contract Specifications.

"**Illicit Profit**" shall mean profit which has been generated as a result of an Event of Default and/or during Abnormal Market Conditions.

"**Indicative Quote**" shall mean a Quote at which White Forex has the right not to accept any Instructions or execute any Orders.

"**Initial Margin**" shall mean the margin required by White Forex to open a position. The details for each Instrument are in the Contract Specifications.
"**Instruction**" shall mean an instruction from the Client to White Forex to open/close a position or to place/modify/delete an Order.

"**Instrument**" shall mean any Currency Pair, Precious Metal, Stock CFD, Stocks, Energy.

"**Joint Business Day**" means a day that is a Local Business Day in respect of each party.

"**Key Terms**" means, with respect to a Relevant Transaction and a party, the valuation of such Relevant Transaction and such other details the relevant party deems relevant from time to time which may include the effective date, the scheduled maturity date, any payment or settlement dates, the notional value of the contract and currency of the Relevant Transaction, the underlying instrument, the position of the counterparties, the business day convention and any relevant fixed or floating rates of the Relevant Transaction. For the avoidance of doubt, "Key Terms" does not include details of the calculations or methodologies underlying any term.

"**Leverage**" is offered by brokers to maximize traders' buying power by giving them the ability to deposit a small amount of funds and trade larger volumes and can be found in the Trading Account Comparison section of the Website. Leverage is expressed as a ratio form, so if it is 1:30 for example, a trader's buying power is magnified 30 times. Leverage provides opportunities for multiplied profits but at the same time one may have multiplied losses as well.

"**Local Business Day**" shall mean a day on which commercial banks and foreign exchange markets settle payments and are open for general business in Saint Lucia."

"**Long Position**" shall mean a buy position that appreciates in value if market prices increase. In respect of Currency Pairs: buying the Base Currency against the Quote Currency.

"**Lot**" shall mean a unit of Securities Base Currency or troy oz. of Precious Metal in the Trading Platform.

"**Lot Size**" shall mean the number of shares, underlying assets or units of Base Currency, or troy oz. of Precious Metal in one Lot defined in the Contract Specifications.

"**Margin**" shall mean the necessary guarantee funds to maintain Open Positions, as determined in the Contract Specifications for each Instrument.

"**Margin Level**" shall mean the percentage Equity to Necessary Margin ratio. It is calculated as (Equity / Necessary Margin) * 100%.

"**Margin Trading**" shall mean Leverage trading when the Client may make Transactions having far less funds on the Trading Account in comparison with the Transaction Size.

"**Market Abuse**" shall mean any unscrupulous behavior addressed by applicable regulations.

"**Market Data**" shall mean data that has been collected, validated, processed and recorded by the System or other sources made available for transmission to and receipt from either a Redistribute or from Nasdaq relating to eligible securities or other financial

instruments, markets, products, vehicles, indicators or devices.

"**Matched Positions**" shall mean Long and Short Positions of the same Transaction Size opened on the Trading Account for the same Instrument.

"**Manifest Error**" shall mean an error of a Dealer who opens/closes a position or executes an Order at the price which significantly differs from the price for this Instrument in the Quotes Flow at the moment of taking this action, or any other Dealer's action in regard to the prices which are significantly different from the market prices.
"**MiFIR**" shall mean the Market in Financial Instruments Regulation.

"**Necessary Margin**" shall mean the margin required by White Forex to maintain Open Positions. The details for each Instrument are specified in the Contract Specifications.

"**No-Dealing Desk Execution**": Clients' orders are sent directly to the interbank market and there is no dealing desk involved in the Transaction.

"Normal Market Size" shall mean:

a) For the Currency Pair: the maximum number of units of Base Currency that are executed by White Forex in the Instant Execution mode. This information for each Instrument is displayed in the Contract Specifications.
b) For the Precious Metal: the maximum number of troy oz. which can be executed by White Forex in the Instant Execution mode.

"**Normal Market Conditions**" shall mean the market where there are no:

a) Considerable breaks in the Quotes Flow in the Trading Platform; and
b) Fast price movements; and
c) Large Price Gap.

"**Open Position**" shall mean a Long Position or a Short Position which is not a Completed Transaction.

"**Operative Agreements**" shall mean this Agreement and all agreements and policies as these may be found in the Policies and Regulation section of the Website. The Client acknowledges that the Operative Agreements may be amended by White Forex from time to time and the last version shall be available by accessing the Website.

"**Order**" shall mean an instruction from the Client to White Forex to open or close a position when the price reaches the Order Level.

"**Order Level**" shall mean the price indicated in the Order.

"**OTC**" or "Over-the Counter" security shall mean a security traded in some context other than on a formal exchange. OTC occurs with commodities, Financial Instruments (including stocks) and derivatives of such products.

"**Personal Data**" shall mean any information relating to an identified or identifiable natural person such as a name, an identification document and number, location data, electronic and telephone communications, financial information, trading and non-trading activity and history or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"**Precious Metal**" shall mean spot gold or spot silver.

"Price Gap" shall mean the following:

a) the current Quote Bid is higher than the Ask of the previous Quote; or
b) the current Quote Ask is lower than the Bid of the previous Quote.

"**Professional Client**" shall mean a "Professional Client" for the purposes of the Applicable Regulations as defined in the Client Categorization document, as this can be found in the Website.

"**Quote**" shall mean the information of the current price for a specific Instrument, in the form of the Bid and Ask prices.

"**Quote Currency**" shall mean the second currency in the Currency Pair which can be bought or sold by the Client for the Base Currency.

"**Quotes Base**" shall mean Quotes Flow information stored on the Server.

"**Quotes Flow**" shall mean the stream of Quotes in the Trading Platform for each Instrument.

"**Pending Order**" shall mean an instruction from the Client to the Company to open a position once the price has reached the level of the Order.

"**Principal**": White Forex acts as Principal when it is the sole execution venue with respect to the execution of Client orders; "Principal" may refer to "Risk-Less" Principal.

"**Request**" shall mean a request from the Client to White Forex given to obtain a Quote. Such a Request shall not constitute an obligation to make a Transaction.

"**Retail Client**" shall mean a "Retail Client" for the purposes of the Applicable Regulations as defined in the Client Categorization document, as this can be found in the Website.

"**Rollover/Interest Policy Webpage**" shall mean as set out in the "contract specification" page on the Website.

"**Segregated Account**" shall mean a client bank account as defined by and held in accordance with the Applicable Regulations.

"**Server**" shall mean the software server side of the Trading Platform, in addition to any platform trading facilitates including (but not limited to) web and mobile traders. The Trading Server is used to arrange for

the execution of the Client's Orders or instructions or requests, to provide trading information in real-time mode and historical information about trading activity of the Client (the content is defined by the Company), in consideration of the mutual liabilities between the Client and the Company.

"**Services**" shall mean the services provided by White Forex to the Client as set out in clause **Error! Reference source not found.**.

"**Short Position**" shall mean a sell position that appreciates in value if market prices fall. In respect of Currency Pairs: selling the Base Currency against the Quote Currency.

"**Spread**" shall mean the difference between Ask and Bid.

"**Stock Trading**" shall mean the trading in real Stocks.

"**Third party service provider**" refers to an entity that the parties agree will perform all or part of the actions under the relevant provision for both parties.

"**Trading Account**" shall mean the unique personified registration system of all Completed Transactions, Open Positions, Orders and deposit/withdrawal transactions in the Trading Platform.

"**Trading Account History**" shall mean any of and/or all Client's trading and/or non-trading activity including but not limited to deposits, withdrawals, credits. and/or any other services offered by White Forex within a Client's White Forex account(s).

"**Trading Platform**" shall mean all programs and technical facilities which provide real-time Quotes, allow Transactions to be made, Orders to be placed / modified / deleted / executed and calculate all mutual obligations between the Client and White Forex.

"**Transaction**" shall mean any contract or transaction entered into or executed by the Client or on behalf of the Client arising under the Terms of Business.

"**Transaction Size**" shall mean Lot Size multiplied by number of Lots.

"**Website**" shall mean the website(s) operated by White Forex any such other website or sub-domain as White Forex may maintain from time to time for access by Clients.

"**Written Notice**" shall mean any notice or communication given via the Trading Platform internal mail, email, facsimile transmission, post, commercial courier service, air mail and the Company's Website, as well through the Client's Personal Area.

3 Initiation and Termination of The Agreement

3.1 The Agreement shall commence once the Client has provided all the necessary documentation, has passed the verification process and the Client's Trading Account has been being activated.

3.2 The Client has the right to terminate the Agreement, given that any Balances left in the Client's Trading Account/s have been settled and transferred back to the Client by White Forex.

4 Language

4.1 The official language of the Company is the English language.

4.2 The Client understands that all information and disclosures about the Company and its activities should always be taken from the Company's main Website.

4.3 Any translation provided in languages other than English, is for informational purposes only and does not bind the Company or have any legal effect whatsoever, the Company having no responsibility or liability regarding the correctness of the information therein.

5 Default

5.1 In an Event of Default, the Company at its absolute discretion, at any time and without prior Written Notice, may:

5.1.1 Close out any of the Client's Open Positions at current Quotes;

5.1.2 Close the Client's Trading Accounts;

5.1.3 Convert any currency;

5.1.4 Combine any Trading Accounts' Balances to fulfil any financial obligations towards the Company;

5.1.5 Refuse to open any new Trading Accounts for the Client;

5.1.6 Restrict the Client's access to one or more Trading Accounts temporarily, that might be involved in an Event of Default. In case an investigation the Company has the right to request any additional documents from the Client in order to resolve any suspicion.

5.1.7 Terminate the Client Agreement.

5.2 Each of the following constitutes an "Event of Default":

5.2.1 The failure of the Client to perform any obligation due to the Company including but not limited to; any amount due to the Company and/or any identification documentation required by the Company;

5.2.2 The Client is unable to pay the Client's debts when they fall due;

5.2.3 The Client (if the Client is an individual) dies or is declared absent or becomes of unsound mind;

5.2.4 The Company suspects that the Client is involved/involves the Company, in any type of illegal or unethical actions such us, but not limited to, money laundering and/or terrorist financing or any other criminal activities. Such suspicions shall be determined in good faith by the Company;

5.2.5 The Clients attempts and/or performs any actions that are determined fraudulent or manipulative of certain market conditions.

5.2.6 A regulatory authority or body of court requires any action set in part 5.1 of this Agreement to take place;

5.2.7 Any statement of Warranty made by the Client in part 16 is untrue.

5.2.8 If an application is made by a third party of proceedings for the Client's bankruptcy (if the Client is an individual), if a partnership, in respect of one or more of the partners, or if a company, a receiver, trustee, administrative receiver or similar officer is appointed, or if the Client makes an arrangement or composition with the Client's creditors or any procedure which is similar or analogous to any of the above is commenced in respect of the Client;

5.2.9 The Client violates any requirements established by the monitoring legislation, determined in good faith by the Company;

5.2.10 Any other circumstance where the Company has reasonable beliefs, that an action set in part 4.1 of this Agreement is required.

6 Account Opening and Activation

6.1 For the Client's Trading Account to be activated:

a) the Client must provide accurate information while completing the account

b) verification process, the Client must accept all Agreements and subsequent forms

c) provided and the Client shall pass all identity checks as required by the Company.

6.2 Once the above requirements are fulfilled, the Client's Trading Account will be activated by White Forex.

6.3 All information request to and provided by the Client during the account verification process, shall be used by the Company to fulfil all legal responsibilities of the Company. Furthermore, this information shall be used to evaluate and determine

whether the Client can initiate a business relationship with the Company, based on thorough identity verification.

6.4 According to the aforementioned, the Client must understand the importance of providing accurate information, prior and during the business relationship with the Company. If the Clients fails to accurately provide such information, after the Company's notification towards the Client, the Company will proceed with the termination of the business relationship between the two parties.

6.5 Given that all information provided by the Client is accurate, the Company will notify the Client that the Trading Account is ready for Activation.

6.6 The Client must be aware that the Company has set minimum initial deposit requirements, prior to using any Trading Account

6.7 The Client understands that there is a limit to five (5) accounts per Trading Account Type.

6.8 In the event that any of the Client's documents have expired and/or are required to be updated, the Client is obliged to provide relevant documents upon their expiration. If the Client fails to provide updated and valid documents, the Company has the right to suspend the provisions of Services under this Client Agreement.

6.9 In case the Client is introduced to the Company through an Introducing Broker, the Client acknowledges that, the Company is not responsible or accountable for the conduct and/or representations of the Introducing Broker and the Company is not bound by any separate agreements entered into between the Client and the Introducer.

6.10 The Company shall request verification to confirm the Client's identity, to prevent unauthorised access, in non-trading operations such as, but no limited to, changing the Personal Area password and/or when requesting to Withdraw Funds.

6.11 The Client acknowledges and agrees that the Company shall have the right to suspend execution of the non-trading operations, if the Client's identification data are invalid or incorrect until the Client sends the correct identification data.

7 Types of Clients

7.1 Clients will be treated treat as Retail Clients in accordance with applicable law, unless the Company informs them that they have been categorized as Professional, based on certain criteria.

7.2 The categorization can be reviewed at any time and the Client shall be notified in the event of any change.

7.3 The Client is responsible of notifying the Company, in case of any change in circumstances in order to rereview the Client's categorization.

8 Company Services

8.1 During the business relationship between the two parties, the Company shall offer the below services:

a) Access to a number of Financial Instruments, which are available on the Company website, for the purposes of Client dealing on own Account, on an execution-only basis.

b) The Company shall provide foreign currency exchange services, connected with the execution of the Client's orders and the provision of investment data and analysis.

c) The trading timeframe, is also shared on the Website for the Client's benefit.

d) Share updated analysis on financial products as well as research data to all Clients.

e) Safekeeping and Administration of Financial Instruments for the account of the clients, including custodianship and related services such as cash/collateral management.

8.2 It must be understood that the Company is responsible only for carrying out the Client's transaction on an execution-only basis.

8.3 The Company shall not offer any advice, opinion, or recommendation regarding legal, regulatory, tax, financial or investment enquiries and shall not breach these legal obligations.

8.4 The assessment of any financial decision and evaluation of any risk shall be based solely on the Client's judgement.

8.5 The Client can seek independent advice whether to proceed with the Agreement or not.

8.6 Any research data, newsletter and analysis shared by the Company, shall not be considered as any sort of Investment advice from the Company. This information will only be provided to enable the Client to make their own decisions.

8.7 The Company gives no reassurance as to the accuracy of this information and it should only be considered for information purposes.

8.8 The Company shall notify the Client about Order(s) status, Client Account status, Trade Confirmations either in electronic form by e-mail and/or provided via its internal mail system of the Company Online Trading System.

8.9 The Company shall not provide any physical delivery of any underlying instrument, related to any Transaction. Any Transactions is deposited in or withdrawn from the Client's Trading Account.

8.10 Any information, updates or training material provided by the Company shall remain on the Website up to the Company's discretion and can be changed or can be withdrawn at any time, without prior notice.

9 Access to Platforms, Data and Security

9.1 The Company offers the feasibility to download and install the Trading Platform(s).

9.2 The Client will be provided with access to their Account(s) via the Trading Platform(s), where they will have sufficient information on Order(s) status, Client Account status, Balance in the Client Account and trade confirmations in respect of each executed Order.

9.3 The necessary equipment to use the Trading Platform, must be provided solely by the Client.

9.4 The Company will not be liable for any such disruptions and/or delays and/or problems in any communication experienced by the Client while using the Trading Platform.

9.5 The Client accepts that any irregular access or misuse of the Trading Platform, shall lead to the limitation or termination of the Client's access by the Company.

9.6 The Client can store, display, analyze, modify, reformat and print the information made available through the Trading Platform.

9.7 The Client is prohibited from publishing or reproducing that information, in any format to any third party without the Company's consent. The Client may not alter, obscure or remove any copyright, trademark or any other notices that are provided on the Trading Platform.

9.8 The Client understands that Access Data must not be disclosed to anyone, unless authorized by the Client. In the event that any data is disclosed to any unauthorized person, the Client must notify the Company immediately and must cooperate with any investigation conducted.

9.9 The Client understands that all orders received under their representative's Access Data, shall be considered, by the Company, as received by the Client. The Company shall not be responsible if any unauthorized third person(s) has access to the Client's Access Data.

9.10 The Client agrees that the data available, by the White Forex and/or any third-party service provider, on the Company's Trading Platform:

a) Shall not be used to contradict any term of this Agreement or any Applicable Regulations.

b) Shall be property of the Company and shall not be transmitted, published or reproduced in any form, without the Company's consent.

c) Shall not be a liability or responsibility of the Company, if any inaccuracy is detected.

d) Can include with applicable fees or taxes, while using the Company's Trading Platform; and shall be paid by the Client.

e) Shall be monitored by the Company and can become unavailable to the Client, at its discretion.

9.11 The Client agrees the Company's Trading Platform shall must be only used for the benefit of their own Trading Account and not any other person. The Client also agrees that the use of any software, program, application or other device, directly or indirectly, to access or obtain information through the Company's Trading Platform or automate the process of accessing or obtaining such information, is strictly prohibited.

10 Trading

10.1 Terms

10.1.1 Depending on each Account type held by the Client, the Company shall be executing Orders as a counterparty in the particular transaction in which case the Company will be the execution venue, or it will be transmitting the Orders for execution to a third party (known as Straight Through Processing, STP), in which case the Company will not be acting as a counterparty in the transaction and the execution venue will be a third party.

10.1.2 Orders made by the Client out of normal trading hours, shall not be an obligation of the Company to execute.

10.1.3 All Orders are placed by the Client using the Company's Trading Platform. The Company is responsible to act on any Order given by the Client, without any further enquiry to the Client. The Client is responsible to monitor their positions at all times. The Company is under no obligation to monitor these positions or to close out any. The Company can only do so on a discretionary basis or if it was stated in the Agreement.

10.1.4 Orders cannot be changed or removed if a trade confirmation is sent or they are executed or being executed or the market is closed. The Client has no right to change or remove Sell Limit and Take Profit if the price has reached the level of the Order Execution.

10.1.5 The Client agrees that limiting losses by placing a Stop Loss Order might not be possible for the intended amounts, as market conditions might make it impossible to execute such Order at the requested price. The Company shall not bear any responsibility if such event takes place.

10.1.6 The 1 (one) standard lot size is the measurement unit specified for each Contract. The Company may offer standard lots, micro-lots and mini-lots, in its discretion, as defined from time to time in the Contract Specifications or the Company's Website.

10.1.7 Certain Contracts available with the Company may have a daily financing charge. Financing Charges for different types of CFDs appear in the Contract Specifications.

10.1.8 The Company is entitled to decline or refuse to accept and/or transmit or arrange for the execution of any Order of the Client, for any, but not limited to any, of the following reasons:

a) Under abnormal market conditions;
b) The Order precedes the first Quote in the Trading Platform on the market opening;
c) The Client has recently made an unreasonable number of requests in comparison to the number of Transactions;
d) There are no available cleared funds deposited in the Client Account to pay all the charges of the particular Order;
e) There are misleading details in the Order, that can be interpreted in various ways;
f) There is doubt that the Order is illegal or in-genuine;
g) The Transaction size is less that required, as specified in the Contract Specifications, for the particular Instrument;
h) It is impossible to proceed with an Order due to its size or price, or the proposed Transaction is of such a size (too small or too large), that the Company does not wish to accept that Order, or the Company believes that it will not be able to hedge the proposed Transaction in the Underlying Market, or it is impossible for the Order to be executed due to the conditions of the relevant Underlying Market;
i) A Quote is manifestly erroneous or is an Error Quote (Spike);
j) Network connection or communications are disrupted;
k) In a suspected or actual Event of Default of the Client;
l) The Company suspects that the Client is engaged in money laundering activities or terrorist financing or other criminal acts;

m) The Transaction Size is less than the minimum Transaction Size for the particular Instrument as indicated in the Contract Specifications;
n) A Force Majeure Event has occurred;
o) The Client has failed to meet a Margin Call of the Company;
p) The Company has sent a notice of Termination of the Agreement to the Client;

10.1.9 The Company has the right, at its absolute discretion, to change any terms of the Operative Agreements if the Client wishes to make a Transaction larger than Normal Market Size for a specified Instrument.

10.1.10 The Company has the right to delete any cancelled Pending Orders older than one month from the Client's Trading Account history.

10.1.11 The Company has the right to delete any Pending Orders if the Trading Account Equity is zero or for any other justifiable reason.

10.1.12 The Client understands that any and/or all of their trading account history in the MetaTrader Platform may at any time and without prior written consent and/or notice to the Client, further be archived by the Company to a single summarized line in the respective MetaTrader trading account, where such trading account history records exceed a timeframe of one month.

10.1.13 The Company shall keep all Client records and/or trading and non-trading activity, current and/or past and/or archived for a minimum period of five years after the termination of the business relationship with the Client and as per applicable legislative requirements.

10.2 Margin

10.2.1 The Client is responsible to understand how Margin is calculated.

10.2.2 The Client must deposit and maintain the Initial Margin and/or Hedged Margin in the amount established by the Company at the time the position is opened.

10.2.3 In case of a Force Majeure Event, the Company is entitled to change margin requirements, without prior notice.

10.2.4 The Company give the Client three Business Days Written Notice in advance, in case it is entitled to amend margin requirements, given that no Force Majeure event has occurred.

10.2.5 Any amended margin requirements will be applied to new positions and to positions that are already open.

10.2.6 The Company is not obliged to make margin calls for the Client or to contact the Client in such case.

10.2.7 The Company can close any Open Positions without the Client's consent or any Notice, if the Equity is less than certain rate depending on the account type as stipulated on the Website. In the event this happens the Company shall convert any sums into the Currency of the denominated Trading Account at the relevant exchange rate for spot dealings in the foreign exchange market.

10.2.8 The Client has the responsibility to notify the Company as soon as he believes that he will be unable to meet a Margin Call payment when due.

10.2.9 Margin must be paid in monetary funds in the Currency of the Client Account.

10.2.10 The Client undertakes neither to create, nor to have outstanding any security interest whatsoever over, nor to agree to assign or transfer, any of the Margin transferred to the Company.

10.3 Quotes

10.3.1 Quotes are provided by the Company, while taking into consideration the price of the Underlying Asset.

10.3.2 When the relevant Underlying Market is closed, the Quotes provided by the Company will reflect the Company's projection of the Underlying Asset price at the time. The Client acknowledges that such Quotes will be set by the Company at its absolute discretion.

10.3.3 The Client understands that Quotes on the Client Terminal are Indicative Quotes and Slippage may occur.

10.3.4 In the event that the Company is unable to proceed with the execution of an Order, with regard to its price or size or for any other reason, the Company may send a re-quote to the Client with the price it is willing to deal.

10.3.5 The Company will delete Error Quotes (Spikes) from the Trading Server's Quotes Base.

10.3.6 In the event the price of the Underlying Asset becomes negative, the Company has the right to not provide Quotes nor execute Orders.

10.3.7 The Client is responsible to ensure that they are informed about the Trading Schedule via the information published in the Website page or the Trading Platform. The Company will not be responsible or held liable whatsoever in relation to the acts and/or omissions of the Client.

10.3.8 The Client is solely responsible to provide a stable internet connection as required for the Company services to function properly and timely. In the event the Client in unable to open, close or modify a position due to Internet connectivity issues, they can contact their assigned Account Manager within the Company via the available contact channels or via a direct email to support@whiteforex.com, informing of the issue. The Company will not be liable for any losses or damages that arise form internet connectivity issues.

10.4 Swaps

10.4.1 Swaps are calculated according to the Contract Specifications page on the
10.4.2 Company's Website.

Swaps may be changed by the Company without prior notification. The Client is responsible to always be aware of Swap charges.

10.4.3 Swaps are charged once for every business day between Mondays and Thursdays included (Server Time 00:00 AM), but three times the size on Fridays to account for the following weekend. Further information on Swaps can be found on the Company Website. The swap rates are updated as often as necessary.

10.5 Leverage

10.5.1 The Company may increase or decrease the Trading Account Leverage level without prior notice according to the conditions described on the Website of the Company.

10.5.2 All information regarding Leverage changes will be in the Client's Personal Area and shall be prioritized in case information on the Website is contradictory to that.

10.5.3 The Company shall recalculate the Margin requirements for all of the Client's positions, if there is any change in the Trading Account Leverage level.

10.5.4 The Company has the right to limit the Leverage level and/or to increase the size of Margin requirements before significant macroeconomic events and/or news capable that would affect the prices of financial instruments.

10.6 Swap free accounts

10.6.1 Swap free Client Trading Accounts are offered on for all or specified Underlying Assets. Underlying Assets in these Trading Accounts are not subject to Swaps.

10.6.2 No overnight trading positions charges will be applied to Swap free account Clients. All Charges applicable to Swap free Trading Accounts will be available on the Company's Website.

10.6.3 Not all Trading Account types can be Swap free accounts. The Company may from time-to-time change or discontinue the Swap free option for certain Account types.

10.6.4 In case the Client is involved in any fraudulent activity, the Company reserves the right to close all open positions in the Client's Trading Account, decline any requests from the Client to be exempted from swaps and add a penalty for all Transactions made in the account(s).

10.7 Erroneous orders

10.7.1 An erroneous order is defined, including others, by either of the following characteristics:

a) An order which is at a price which is inconsistent with the prevailing market for any given tradable financial instrument on a trading day or,

b) An order which is outside the traded range for any given tradeable financial

instrument for a particular moment in time that may be in question.

10.7.2 If the Company determines that a Client's order is erroneous, it reserves the right to set the Client's account to Close Only mode.

10.7.3 The Company shall notify the Client via Written Notice of its intention to set the Account to Close Only mode. If the Client fails to withhold any mentioned erroneous Orders within the allow deadline, the Company shall proceed with setting the Account to Close Only mode.

10.7.4 If the Client's account is set to Close Only Mode, they will only be allowed to close existing Transactions to reduce exposure.

10.7.5 The Company shall not be liable for any losses of the Client arising from setting the Account to Close Only mode. Any dispute arising in this regard will be resolved by the Company in its sole and absolute discretion.

10.8 Campaign Rewards

10.8.1 The Company may from time to time organize promotions and/or contests that will offer the Clients certain trading rewards.

10.8.2 The Client is not allowed to participate in multiple campaign rewards simultaneously, unless exceptionally stated in the Terms and Conditions of the Contest (s) /Promotion (s).

10.8.3 The Company can alter, amend, suspend, cancel or terminate any Campaign, at any time given that the rewarded Clients are notified in advance. Given the changes amended to the campaign by the Company, the Client will be given the right to continue with the campaign or to cancel it without any cost.

10.8.4 If the Company detects any fraudulent activity by the Client connected to the campaign reward, all transactions involved will be nullified.

10.8.5 If the Company suspects that the Client misuses or is attempting to misuses the campaign reward or breaches any term of this Agreement or the Terms and Conditions of the campaign, the Company shall remove the Client from the campaign and cancel all rewards, orders and profits made by the Client within the campaign period.

10.8.6 The Company shall not be liable for any losses in the Client's Account (s), if the reward is withdrawn for any reason due to the applicable Terms and Conditions of the Campaign and/or for any consequences that may occur due to the aforementioned clauses.

10.9 Market Abuse

10.9.1 Any behaviour, Open Position, Trade and/or Order that would be considered market abuse and/ or market manipulation and/or insider dealing will not be supported or executed by the Company.

10.9.2 If the Client placed an Open Position, Trade and/or Order that breaches any of the warranties stated following, the Company, without being required to give advance notice, may:

a) Close that Open Position and/or Order and any other Open Position and/or Orders that the Client may have open at that time, or

b) Treat all of the Clients' Open Positions and Trades under this paragraph as immediately void even if they are Open Positions or Trades under which the Client has made profits, or

c) Enforce the Open Position or Trade against the Client if it is an Open Position or Trade under which the Client had made losses.

10.9.3 The company shall inform the Client as soon as possible that any actions mentioned in this clause have been exercised.

10.9.4 Unless adequate and conclusive evidence is provided by the Client, that proves that no breach has been committed within a given timeframe, all profitable trades between the Client and the Company will be finally null and void.

10.9.5 The Company shall exercise the above rights regardless of the effect it may have on the Client's other Open Positions or Orders, or other positions the Client may have with a third party and even if a loss arises as a result.

10.9.6 The Company has sole discretion and right to define scalping, any type of hedging or HFT (High Frequency Trading) strategies that are in violation of fair-trading strategies. Orders or trades, placed by the Client, that are in violation of fair trading (scalping with fast speed under 2 minutes or on specific instruments and symbols with price movements that accommodate such trading strategies), shall be considered abusive and lead to execution delays and/or cancellation of trades and/or profits made by such trading behaviour. Additionally, the use of automated trading systems or bot trading is strictly prohibited. Any account found to be utilizing bots or algorithmic trading tools may be subject to immediate suspension, trade reversals, and/or the nullification of any profits gained through such means.

10.10 Account Blocking

10.10.1 The Company has the right to temporarily block / disable the Client's Trading Account, without prior notice, in cases such as, but not limited to, the Client requests it for any specified reason or an Event of Default has occurred or if unauthorized third parties receive access to the Client's Access Data.

10.10.2 The Client's Account shall be unblocked / re-enabled when, according to the Company's discretion, any matter is resolved.

10.11 Inactivity

10.11.1 A Clients Trading Account will be considered as Archived, if there is no trading activity shown in the Account and the remaining Balance of the Trading Account has zero (0) US Dollars.

10.11.2 In case a Client's Trading Account is archived, all trades on the account will be archived as well and cannot be restored. However, at the client's request, the company can provide a history of a requested account.

10.11.3 Archived accounts shall be hidden from the Client's Personal Area.

10.11.4 The Company, in its sole discretion, may set a specific timeline, before which if the Client has not indicated any trading activity, after which specific limitation may be placed on the Clients Personal Area and/or Trading Account(s). In order for the Client to retain access, specific documentation and/or information shall be requested by the Company. None, of the above limitations/restrictions will impact the Client's ability to withdraw funds.

10.11.5 Any attempt to exploit system loopholes, errors, bugs, or glitches for financial gain is strictly prohibited. The Company reserves the right to investigate and take corrective action, including canceling trades, withholding profits, restricting accounts, or pursuing legal measures. Such actions may also be reported to regulatory authorities. The Company retains sole discretion over withdrawal decisions in cases of suspected exploitation. By using the Company's services, users agree to these terms and acknowledge the Company's enforcement rights under applicable laws.

11 Money

11.1.1 Regarding the Client's Money, the following shall be valid, under this Agreement:

11.1.2 The Company shall make all reasonable efforts to effectively process any transfers in a timely manner. The Company cannot guarantee the duration of the processing. The Client shall be responsible of providing complete and accurate information -in a prompt manner- to avoid further delays of the process.

11.1.3 The Company, to comply with regulatory obligations, has the right to request additional information and/or documentation, at any time, in order to confirm that the dealing intentions of the Client are legitimate or for any other reason. Any failure to provide such information accurately or adequately, may result in further delays to the process or even to the rejection of the transfer request.

11.1.4 In the event of a rejected transaction, the Company has the right to return any funds, net of any fees or charges that may occur, to the original source. Refunds shall follow the same logic as mentioned. The Company shall only deviate from this policy, if no Company policies or applicable legislation is violated.

11.1.5 Depending on the payment method chose, the Company has the right to accept or decline any funds transfer, in order to suggest an alternative option. All information More regarding the available payment methods can be found on the Company's Website.

11.1.6 The Company may hold Client money and the money of other Clients in the same bank account (omnibus account), segregated, according to the applicable regulations.

11.1.7 The Company, to the extent allowed under Applicable Regulations, may deposit Client money with a third party (i.e. intermediate broker, a bank, a market, a settlement agent, a clearing house or OTC counterparty or a payment service provider) who may have a security interest, lien or right of set-off in relation to that money.

11.1.8 The third party to whom the Company will pass money and/or Financial Instruments may hold it in an omnibus account and it may not be possible to separate it from other Client's money and/or Financial Instruments, or the third party's money. In the event of the insolvency or any other analogous proceedings in relation to that third party, the Company may only have an unsecured claim against the third party on behalf of the Client, and the Client will be exposed to the risk that the money received by the Company from the third party is insufficient to satisfy the claims of the Client with claims in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses.

11.1.9 While complying with the applicable regulations, the Company may hold the Clients money outside of the EEA and the money shall be subject to the laws of that territory. The Company will apply adequate organisational arrangements to comply with any requirement and perform frequent reviews of the third party regarding the holding and safekeeping of the financial instruments. Regardless, the Company shall not be held responsible for the solvency, acts or omissions of any institution with which Client Money is held.

11.1.10 Any profit or loss from the Client's trading activity, will only be credited or debited in the Client's Trading Account, after the Transaction is closed.

11.1.11 Any profits or interest earned from Clients' money earned by the Company, shall not be accounted to the Client.

11.1.12 The Company may deposit Client money in overnight deposits and will be allowed to keep any interest.

11.1.13 In the event that there has been no movement on the Client's Trading Account Balance for a period of at least five years and the Company cannot trace the Client, the Client agrees that the Company may release the Client's money from the segregated account.

11.1.14 In the event that the Client's Trading Account Balance is up to 1 USD/EUR/GBP and the Client has not shown any Trading activity for more than 90 calendar days, the Company has the right to deduct this remaining Trading Account Balance and use it for charity purposes at its absolute discretion.

11.1.15 In the case the Client receives any money from the Company by any operations mistake, the Client has the responsibility of holding that money, until the Company claims it back. In the event that any of the money is used by the Client, the Company has the right to claim the full amount of money, including any profit derived from their use and shall not compensate the Client for any losses.

12 Client Account Payments

12.1 As aforementioned, the Client must deposit a minimum initial requirement, in order to initiate trading. The Company offers different Trading Account types with different requirements. The minimum initial deposit may vary between the Trading Account types. All relevant information is available in the Contract Specifications section, on the Company's Website.

12.2 During the course of this Agreement all available deposit and withdrawal methods, minimum deposit requirements and any charges or commissions for payments, can be found in the Personal Area of the Client. The Company shall keep this updated in a timely manner.

12.3 The Clients is entitled to execute any payment request withing the Personal Area and only towards or by the Client. No third party or anonymous payments or receivers will be accepted by the Company.

12.4 Unless the Company discretionary approves, the Client shall use the same to withdraw, as chose to fund their Trading Account. If multiple payment methods are used to fund the Trading Account, then the funds must be proportionately withdrawn with the same multiple payment methods. The
same logic will be applied to the remaining Balance of a Client Account in the case of the Account being closed.

12.5 The Client shall be responsible to pay any payment and/or transfer charges. The Company shall debit the relevant Client Account for these charges.

12.6 The Company shall have the right to request the Client at any time additional information and/or documentation to confirm the origin and/or source of funds deposited into the Client Account. If the information collected is deemed not satisfactory, the Company shall have the right to reject a deposit or a withdrawal of the Client.

12.7 The Company shall have the right to reject a deposit or a withdrawal requests in case the Client's personal contact information is not fully verified by the Company or up to date.

12.8 The Company shall credit the Client's Account (s) as soon as practically possible, after the Client's deposit is cleared in the specified Company account.

12.9 In the event that an amount sent by the Client is not deposited in the Company account at the time and date stated by the Client, the Client is responsible to timely notify and request from the Company to investigate the matter. If such investigation takes place the Client agrees to provide any requested documents and certificates and to pay any occurring charges from the investigation.

12.10 Withdrawal requests by the Client shall only be processed by the Company if the following requirements are met:

a) The withdrawal request includes all necessary information;

b) The instruction is to make a transfer to the originating account or in case of disputable situation to an account belonging to the Client (following submission of the relevant evidence);

c) The account where the transfer is to be made belongs to the Client;

d) At the moment of payment, the Client has available funds in his Client Account;

e) There is no Force Majeure event which prohibits the Company from effecting the withdrawal.

f) The Client has satisfied any requests from the Company in relation to Know your Client (KYC), etc.;

12.11 After all above requirements are met the Company shall process withdrawal request of the Client within, but no later than, three (3) Business Days.

12.12 The Company may decline a withdrawal request for a specific payment method and suggest an alternative.

12.13 In the case of unlawful action(s), the Company may refund the remaining Balance as it deems fit. Should an unlawful action occur, all data may be provided to the bank and/or credit institution and/or payment service provider and or similar as well as to law enforcement agencies and/or authorities.

12.14 The Client may request for a transfer of funds to another trading account, provided the latter trading account supports the relevant fund deposit / withdrawal method. Internal transfer shall be executed only between accounts of the same type, or between different types of accounts if the transfer amount is greater than the required minimum initial deposit. The Company shall process the transfer of funds to another trading account in the currency of that trading account. The Client will not be refunded in the event if an error in the request for the transfer of funds to another account was made by the Client. Any internal transfer may be declined by the Company without any reasoning in its sole discretion.

13 Currency

13.1 If the Client deposits money in a different currency of that of the Currency of the Client Account, the Company is entitled, without prior notice to the Client, to implement any currency conversions are necessary to make a deposit into the Client Account in the Currency of the Client Account.

13.2 Any such conversion shall be made by the Company at reasonable exchange rates, which will be selected by the Company taking into consideration the prevailing market rates. The Company shall be entitled to charge the Client and obtain from the Client Account, or from the deposited amount, the expenses incurred regarding currency conversions for the Client, including but not limited to commissions to banks, money transfer fees, commissions to intermediaries etc.

13.3 The Client will bear all foreign currency exchange risk arising from any Transaction or from the exercise by the Company of its rights under the Agreement or any law.

14 Netting

14.1 Taking into consideration any legally binding claims or other requirements, if the aggregate amount payable by the Client is equal to the aggregate amount payable by the Company, then any such amounts shall automatically satisfy and cancel each other.

14.2 Taking into consideration any legally binding claims or other requirements, if the aggregate amount payable by one party exceeds the aggregate amount payable by the other party, then the party with the larger aggregate amount shall pay the excess to the other party and all obligations to make payment will be automatically satisfied and discharged.

14.3 The Client obligations to pay any due amount shall include all commissions, charges and other costs determined by the Company.

14.4 If the Client has opened multiple Trading Accounts under their name, the Company has the right to combine all or any Client Accounts' Balances to settle any obligations by the Client to the Company, in the event of termination of the Agreement.

15 Conflicts of Interest

15.1 Conflicts of Interest may occur when the Company or any connected individual, third party or Entity may have an interest, relationship or arrangement that interferes with the Client's interest, under this Agreement.

15.2 In the case any conflict of interest arise, the Company shall be responsible of identifying and managing it, as legally required. The Company is committed to act in an honest, fail and professional manner and in the best interests of its Clients.

15.3 When the conflict of interest is related to a Transaction that the Company is dealing for or on behalf of the Client, the Company may be:

15.4 Dealing in the Instrument concerned for the Company's account by selling to or buying the Instrument from the Client and/or Matched Principal vis-à-vis Stock Trading;

15.5 Matching the Client's Transaction with that of another Client by acting on such other Client's behalf as well as on the Client's behalf;

15.6 Dealing in the Instrument which the Company recommends to the Client (including holding a Long or Short Position); or

15.7 Advising and providing other services to associates or other Clients of White Forex who may have interests in investments or underlying assets which conflict with the Client's interests. The Client agrees and authorizes the Company to deal with or for the Client in any manner which WHITE FOREX considers appropriate, notwithstanding any conflict of interest or the existence of any material interest in a Transaction, without prior reference to the Client. The Company's employees are required to comply with a policy of independence and to disregard any such material interest or conflict of interest while advising the Client.

16 Costs and Charges

16.1 The Client must ensure that that all applicable charges such as Spread(s), Commissions and Swap(s) are well considered and understood. All relevant charges, fees and costs shall be available in the Contract Specifications section, on the Company's Website.

16.2 Any applicable charges shall be deducted directly from the Client's Account(s).

16.3 The Company, under the applicable Regulations, may pay or receive fees, commissions or other monetary or non-monetary benefits to, or from third parties, when providing a Service to a Client. If required, the Company shall inform the Client on such benefits.

16.4 In case any filings, tax returns, reports, Transactions or taxes connected to any Transaction are requested by a relevant governmental, or other, authority, shall be a sole responsibility of the Client.

16.5 In the event where a Client, who funded but has not engaged into any Trading activity, requests for a withdrawal of those funds, the Company shall impose certain charges based on the specific payment method used. These charges are available on the Company's Website.

16.6 Charges and other costs may vary from time to time without prior warning to the Clients. All changes in commissions, charges and other costs shall be displayed on the Company's Website and this shall be considered due notice.

16.7 In the event you are dissatisfied with any changes we may make to our charges, you may contact our Client Support Department, and/or terminate the Agreement in accordance with the provisions contained herein without having to pay any penalty other than any fees due.

17 Force Majeure

17.1 Force Majeure may occur when certain events our outside of White Forex's control and prevent the Company from performing any of its obligations. Such events may include:

a) An act of God, an earthquake, an epidemic, an accident, a fire, a flood, a storm, a breakdown, a malfunction of power supplies or equipment, supplier failure or any other natural disaster.

b) A national emergency, government actions, outbreak or threat of war or hostilities, acts of terrorism, a national emergency, riot, civil disturbance, sabotage, requisition, or any other international disaster.

c) The failure of any relevant supplier, financial, liquidity provider, agent or any partnering entity of the Company, to perform their obligations for any reason, thus preventing the Company to perform its obligations.

d) Any abnormal market conditions, such as significant volatility or instability in the markets, banning regulatory authorities' decisions or the industry as a whole, preventing the Company from providing services in an orderly manner.

e) 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.

17.2 Shall the Company determine that a Force Majeure Event has occurred (without prejudice to any other rights under the Agreement, or the law), it may take any of the following course of actions:

a) Increase margin requirements or Spread.

b) Decrease leverage.

c) Close any Open Position(s), at the available prices, given the circumstances.

d) Suspend, modify or freeze the application of any or all terms, set out in the agreement, on the basis that it is not feasible for the Company to comply with them.

e) Discontinue any trading activity.

f) Prevent any access to the Company's platforms.

g) Reject or delay the processing of any transfer request from the Client's Account(s).

h) Remove or temporarily suspend any products or change any contract specifications.

i) Exercise any right to which White Forex is entitled under the Agreement.

17.3 The Company shall not be responsible or liable for any loss, delay, failure, abnormal profits, interruption or damage arising from a Force Majeure event, unless expressed in this Client a Agreement.

18 Warranty and Representation

18.1 A Warranty by the Client assures the Company that any statement below is true. If proven false, the Company has the right to immediately terminate the Agreement and / or take any other necessary action.

18.2 The Client represents and warrants to the Company:

18.3 That if a natural person, the Client was over 18 years of age at the moment this Agreement was accepted.

18.4 That they have not been coerced, or otherwise persuaded to enter into the Agreement, nor have they entered into the Agreement based on any representation other than what is included herein.

18.5 That any documents forwarded to the Company by the Client, during the registration and Account Opening process, or at any time thereafter, are valid and authentic and any information provided is accurate; and in the case of any changes the Company shall be informed.

18.6 That unless they are entering into the Agreement as a representative or trustee of a third party (at where the Company specifically consents and the Client has provided the necessary documentation to satisfy regulatory requirements), the Client is acting as a principal.

18.7 That they have read and fully understood and undertakes to comply with the terms of the Company's Operative Agreements.

18.8 The Client is duly authorised to enter into the Agreement, to give Orders, instructions and Requests and to perform its obligations thereunder.

18.9 All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected.

18.10 That their funds are not directly or indirectly involved in any illegal activity or terrorist financing.

18.11 That their funds are free of any lien, charge, pledge or other encumbrance

18.9 All actions performed under the Agreement will not violate any law or rule applicable to the Client or to the jurisdiction in which the Client is resident, or any agreement by which the Client is bound or by which any of the Client's assets or funds are affected.

18.10 That their funds are not directly or indirectly involved in any illegal activity or terrorist financing.

18.11 That their funds are free of any lien, charge, pledge or other encumbrance

18.12 That they have chosen a particular type of Service and Financial Instrument, taking his total financial circumstances into consideration which he considers reasonable under such circumstances.

18.13 That the prices available by the Company, shall only be used for trading on own account and not for redistribution to any other third party for any reason.

18.14 That they have declared in the Account Opening Application Form whether they are a Politically Exposed Person and will notify the Company if at any stage during the course of this Agreement they become a Politically Exposed Person.

18.15 That there are no restrictions, arising from their nationality or religion, on the markets or financial instruments in which any Transactions will be sent for execution.

18.16 That in case their tax status changes, the Company will be informed.

18.17 That in case they are an employee or contractor of a financial services firm or any other firm that has controls over the financial transactions in which its employees and contractors deal, they must notify the Company properly of this and of any applicable restrictions.

18.18 That any information in the Company's advertising materials will be considered only if combined with the complete description of the advertised services or promotion published on the Company's website.

18.19 That the services offered by the Company pursuant to this Client Agreement, shall be used in good faith and, to this end, the Client will not use any electronic device, software, algorithm, or any trading strategy or any arbitrage practices (such as but not limited to latency abuse, price manipulation or time manipulation) that aims to manipulate or take unfair advantage of the way
in which the Company makes available bid or offer prices. The Client also agrees that any use of the aforementioned methods, will be evidence that the Client is taking unfair advantage of the Company.

18.20 That if a situation, not covered in this Agreement, arises, they will provide any information or documentation the Company requests, in order to resolve the situation in good faith and with accepted market practices.

19 Liability and Indemnity

19.1 If, during the course of the business relationship between the two parties, the Company incurs any claims, damage, liability, costs or expenses may arise from the execution of the Agreement and/or in relation to the provision of the Services and/or in relation to any Order it is understood that it is the Client's sole responsibility to indemnify the Company for such.

19.2 In the event the Company provides information, recommendations, news, information relating to transactions, market commentary or research to the Client (or in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise), the Company shall not, in the absence of its fraud or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any such information given.

19.3 Subject to the right of the Company to void or close any Transaction in the specific circumstances set out in the Agreement, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.

19.4 The Company shall not be responsible for, any type loss or expense incurred by the Client in relation to, or directly or indirectly, arising from but not limited to:

a) Any error or failure or delay in the operation of the Trading Platform and / or the Client Terminal;

b) Any hardware, software, connection bugs from the Client's side;

c) All Orders placed under the Client's Access Data;

d) A Force Majeure Event arising, cause the Company to not be able to perform its obligations.

e) The acts, solvency, omissions or negligence of any third party;

f) Any actions or representations by Introducing Brokers or any other person that the Client's has issued data access to prior to notifying the Company;

g) Unauthorized third persons having access to information, including electronic addresses, electronic communication, personal data and Access Data when the above are transmitted between the Parties or any other party, using the internet or other network communication facilities, post, telephone, or any other electronic means;

h) Currency risk materialising;

i) Occurrence of Slippage;

j) Any changes in the rates of tax;

k) The Client using Trailing Stop and/or Expert Advisor. The Client's reliance on Stop Loss Orders;

l) The actions, Orders, instructions, Transactions entered into by the Client under this Agreement.

m) The Company shall in no circumstances be liable to the Client for any consequential, special or indirect losses, damages, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs or expenses the Client may suffer in relation to the Agreement.

19.6 In the case the Client is introduced to the Company through an Introducing Broker, the Client acknowledges and confirms that the Company will not be responsible for any additional costs that may arise from the relationship between the Client and the Introducing Broker. The Company will only be obliged to pay commission fees or charges to the Introducing Broker as per the mutual Agreement of the two parties.

20 Complaints

20.1 Shall the Client have any queries or complaints, they should instantly contact the Company's Client Support team via any of the available methods of communication, on the White Forex Website.

20.2 The Client must ensure that the query or complaint was submitted in detail and accurately, providing complete information on the relevant issue subject.

20.3 The Client is advised to express the query or complaint within a reasonable timeframe, after the occurrence, so that the Company may assist in resolving it faster.

20.4 The Client may authorise a third party to act on their behalf and communicate a query or complaint to the Company, if the authorization is presented as evidence to the Company in written form.

20.5 The Company, after confirming to the Clients that the query or complaint was received, shall treat the matter with absolute discretion and shall take the necessary actions to resolve the matter within a reasonable timeframe.

20.6 Where a query or complaint does not comply with the provision of this Agreement, or it is not expressed accurately and/or it comprises obscene/rude words and/or includes offensive language and/or threats towards the Company or its representatives, the Company has the right dismiss it.

20.7 A query or complaint will be treated as closed or resolved, in certain circumstances, including the following:

a) Where the matter has been resolved by both parties;

b) Where the Client has failed to provide or respond promptly and adequately to the Company's requests that aimed to resolve the matter;

c) Where, upon the issuance of the final decision by the Company, it is determined that no further action is required by the client and/or the Company;

d) Where the Client has failed to indicate that the response of the Company to the matter is unsatisfactory and/or substantiate the claim with relevant data, within a reasonable timeframe.

20.8 Upon the closure of a query or complaint, the Company may Notify the Client.

20.9 The Client has the right to raise their complaint with the Company's regulatory authority of Saint Lucia. If the matter has not been raised to the Company's attention first, the regulatory authority may choose not to attend to the matter. For further information please visit the regulatory authority website.

21 Confidentiality

21.1 The Company has the right to collect client Information either directly from any Form completed by the Client, including but not limited to, the Registration Form or indirectly from various financial institutions or third authentication service providers and any other providers.

21.2 Any information that is already in the public domain, or already possessed by the Company without a duty of confidentiality will not be regarded as confidential.

21.3 Any client Information (including recordings and documents of a confidential nature, card details, personal details) that the Company hold will be treated as confidential and will only be used or disclosed for the following purposes and to the extent required:

a) For the provision, administration and improvement of the Services provided. In such cases the Company may share information with third party service providers that assist the Company to collect, store in databases, process and use the Clients information for such purposes.

b) For research, statistical and marketing purposes. In such cases the Company may share information in an aggregate form with third party service providers from improvement purposes.

c) For cases where the Client requests or consents to.

d) When required by law or a competent court or when it is necessary by the Company to perform it's legal rights.

e) To investigate or prevent fraud or other illegal activity.

For execution venues or any third party as necessary to carry out Client instructions or Orders and for purposes ancillary to the provision of the Services.

g) Where requested by a bank, payment service provider, regulatory/supervisory or other authority having control or jurisdiction over the Company or the Client or their associates or in whose territory the Company has Clients.

h) By the Company's professional advisors, provided that they shall treat this information in a confidential manner.

i) By third party financial service providers for the purposes of credit checking, fraud prevention, anti-money laundering purposes, identification or due diligence checks of the Client.

By Affiliates of the Company.

21.4 The Company shall the Client's personal data and any records of dealing between the two parties, for as long as the Client's Account is active or when either party is providing any service to the other party or as long as is required by applicable regulations.

21.5 The Client has the obligation to inform the Company, in case there is any change in their personal information and must ensure that the data is updated timely and accurately, during the course of their business relationship.

22 Communication and Written Notices

22.1 All Written Notices, instructions, requests or any other communications must be sent to the Company's address as found on the Website. All written communications must be sent by email, facsimile, post or airmail depending on the location of the Client and shall be deemed delivered only when actually received and confirmed by the Company.

22.2 The Client is responsible to ensure that any communication the Company may send from time to time, via any approved communication method, is read.

22.3 The Company shall use the contact details provided by the Client upon registration to contact the Client. The Clients must ensure their contact details are updated timely.

22.4 The Company may use any of the above methods mention in clause 18.1 including any of the following methods to communicate with the Client:

a) Trading Platform internal mail and/or Client Terminal;
b) Telephone;
c) The Company's Website;
d) Personal Area.

22.5 The Company shall deem any communication sent to the Client received:

a) One hour after, if sent by Email or it has been posted on the Website.

b) Once the telephone conversation has been finished, if sent by telephone.

c) If posted on the Personal Area, immediately once posted.

d) Immediately after sending it, if sent by Trading Platform internal mail and/or through Client Terminal.

e) Upon confirmation of the recipient's facsimile machine, If sent by facsimile transmission.

f) Seven (7) calendar days after posting it, if sent by post.

g) Ten (10) Business Days after dispatched, if sent by air mail.

h) At the date of signing the document of receipt, if sent via commercial courier service.

22.6 The Company, as regulated Entity, has the obligation to keep records of all services and activities we provided as well as for all transactions undertaken. The Company may therefore record Telephone communications and electronically record and store any other communications. The Company reserves the right to use such records as conclusive evidence of the Orders / instructions / requests or conversations by and with the Client or to comply with regulatory obligations, without the Client's consent.

22.7 The Client accepts that with they have been notified, in advance, about the recording of any telephone conversation or electronic communication between the two parties, according to this Agreement.

22.8 The Company shall keep the stored date for the period of time which is required by regulatory authorities. The Client can at any point have a copy of such communication data by written request.

23 Miscellaneous

23.1 If a situation that is not mentioned in any of the Operative Agreements arises, the Company will act in good faith and fairness, and in accordance to market practices and applicable regulations.

23.2 The Company, withing good reasoning, has the right to suspend the Client's Trading Account, with or without Written Notice to the Client

23.3 All rights and remedies provided to the Company under the Agreement are cumulative and are not exclusive of any rights or remedies provided in law or in equity.

23.4 The Company may at any time sell, transfer, assign or novate to a third party any or all of its rights, benefits or obligations under this Agreement or the performance of the entire Agreement subject to providing at least five (5) Business Days prior Written Notice to the Client.

23.5 Should any part of this Agreement be held by any court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or by law of any Underlying Market or regulator, that part will be deemed to have been excluded from this Agreement from the beginning, and this Agreement will be interpreted and enforced as though the provision had never been included and the legality or enforceability of the remaining provisions of the Agreement or the legality, validity or enforceability of this provision in accordance with the law and/or regulation of any other jurisdiction, shall not be affected.

23.6 The Client may not transfer, assign, charge, novate or otherwise transfer or purport to do so the Client's rights or obligations under the Agreement without the prior written consent of the Company.

23.7 Where the Client comprises two or more persons, the liabilities and obligations under any agreement with the Company shall be joint and several. Any warning or other notice given to one of the persons which form the Client shall be deemed to have been given to all the persons who form the Client. Any Order given by one of the persons who form the Client shall be deemed to have been given by all the persons who form the Client.

23.8 In the event of the death or mental incapacity of one of the persons which form the Client, all funds held by the Company or its nominee, will be for the benefit and at the order of the survivor Account Holder(s) and all obligations and liabilities owed to the Company will be owed by such survivor(s).

24 Amendments and Termination of the Agreement

24.1 The Company reserves the right, to amend the terms and conditions of the Agreement at any time, especially but not only, to reflect a change of law or regulation. The Client shall, in this case, be notified by the Company or will find the changes on the Company's Website. The latest version of the Agreement shall always be available on the Website and the Client has the responsibility to remain informed with amendments at all times.

24.2 Any error or omission in any information, or document issued by the Company, shall be subject to correction provided that the correction does not materially affect the Agreement.

24.3 The Client may terminate the Agreement where they do not agree with any amendments made by the Company. White Forex, also has the right to terminate the agreement, if the Client does not agree with any amendments made to the Agreement.

24.4 Additionally, White Forex shall terminate the Agreement with immediate effect, notwithstanding any other action, if any of the following events occur:

a) The Client breaches any part of the Agreement.

b) The Client breaches any other Company policy or procedure.

c) The Client breaches any Applicable Law or Regulation.

d) The Company has reasonable grounds to believe that the Client has shown abusive trading behaviour.

e) An issuance of an application, order, resolution or other announcement in relation to bankruptcy or winding-up procedures involving the Client.

f) The Clients has passed or declared incapacitated.

24.5 In the event of termination of the Agreement, any amount due, any obligations, any expenses or damages which may have arisen as a result of the termination of the Agreement should be settled immediately and credited to the Clients Account, unless agreed otherwise by both parties.

24.6 Any available amount, upon termination of this Agreement, shall be transferred by the Company in the Clients Account (s).

24.7 Upon termination of the Agreement the Company shall remove the Clients access to the Company's Trading Platform.

25 Governing Law and Jurisdiction

25.1 This Agreement is governed by the laws of Saint Lucia.

25.2 All disputes and controversies arising out of, or in connection with the Agreement shall be finally settled in the courts of Saint Lucia.

25.3 The Company, in its absolute discretion, shall be entitled to take any action as necessary to ensure compliance with the relevant market rules and/or practices and all other applicable laws, despite any provision of this Agreement.

25.4 In view of compliance with the Applicable Regulations, the Company shall be entitled to take, or omit to take any measures which it considers desirable, regarding Client transactions.

25.5 Should the Client want to submit any complaints to the Company, they must follow the procedure and terms mentioned in Chapter **Error! Reference source not found.** of this agreement.

25.6 **Intellectual Property:**

25.6.1 The Client has no rights in the intellectual property of White Forex prior, post or during the course of the business relationship with White Forex.

25.6.2 The Company name, White Forex, all copyrights, trademarks, trade secrets, and other intellectual property rights such as, but not limited to, the Website, the software, any data, information, documentation shall remain at all times the sole and exclusive property of the Company and shall be protected in accordance with the applicable laws. The Client shall have no right or interest in any intellectual property rights, unless exceptionally specified in this Agreement.

25.6.3 The Client understands that they are deprived from any right to copy, reproduce, duplicate, translate, assume ownership or otherwise of any rights belonging to White Forex.

25.6.4 The Client shall not allow any actions to be caused, which might endanger or damage any intellectual property belonging to White Forex and/or do any other act which would be damaging towards the Company or the Company's reputation.