



[privacy.fxts@gmail.com](mailto:privacy.fxts@gmail.com)

[www.fxtradingsupport.in](http://www.fxtradingsupport.in)

## **CLIENT AGREEMENT**

### **1. INTRODUCTION**

1.1. This Client Agreement ("Agreement") is entered by and between fxtradingsupport Group (hereinafter called "the Company" or "fxtradingsupport Group") and the Client who has completed the on-line registration form with the title "Complete your Profile".

1.2. This Client Agreement, the Terms and Conditions, the Risk Warning, the Privacy Policy, the AML, the Cookie Policy, (collectively, the "Operative Agreement" or "Agreements"), as well as any other document located in the "Policies and Regulation" section of the Website as these may be amended or supplemented from time to time, constitute the entire agreement between the Company and the Client. The Operative Agreements, as amended from time to time, set out the terms upon which the Company shall deal with the Client in respect of Instruments. By entering into this Agreement, the Client accepts and consents to the said agreements and policies.

1.3. The Operative Agreements shall govern all trading activity and non-trading operations of the Client with the Company and shall be read carefully by the Client. Amongst other things, they set out those matters which the Company is required to disclose to the Client under the applicable regulations.

### **2. COMMENCEMENT**

2.1. The Operative Agreements shall commence on the date on which the Client receives notice from the Company in accordance with Clause 3.1 and shall continue unless or until terminated by either party in accordance with clause 19.

2.2. This Agreement is an initial service agreement which relates to a series of successive or separate operations including, without limitation, Transactions in Instruments.

2.3. The Company is not to be required to (and may be unable to under Applicable Regulations) accept the Client as a Client until all documentation it requires has been received by the Company, properly and fully completed by the Client.

2.4. The Client has no right to cancel the Agreement on the basis that it is a distance contract.

### **3. ACCOUNT ACTIVATION**

3.1. The Client's Trading Account shall be activated by the Company giving notice to the Client as soon as: a. the Company has received a completed by the Client on-line registration form with the title "Complete your Profile"; and b. the Operative Agreements have been accepted by the Client and in regards to Stock Trading, any subsequent forms and/or agreements; and c. relevant identity checks have been completed to the Company satisfaction.

3.3. The Company has the right to request minimum initial deposit to allow the Client to start using his Trading Account.

3.4. Following the account activation, the Client shall be able to view the amount due to him/her as account balance in fxtradingsupport Group (Company's online portal) at all times and shall have the right to withdraw the same, on demand. As a result, the Client hereby waives the right to receive a monthly statement, as per the applicable legislation.

3.5. It is hereby acknowledged and accepted that the Client shall notify the Company of any change of address/name and gender (where applicable) within 14 days from the change.

3.6. The Client will be penalized if he/she, knowingly or unknowingly, submits false documents, and may be liable for any loss incurred by the Company due to their act or omission, and would be liable for legal fees as well.

3.7. The Client will be obliged to confirm that information is true, accurate and complete in all material respects which is required when reading and accepting the current Client Agreement.

#### **4. CAPACITY**

4.1. In relation to any Transaction the Client acts as Principal and not as Agent on behalf of any third party. This means that unless otherwise agreed, the Company will treat the Client as a Client for all purposes and the Client shall be directly and fully responsible for performing the obligations under each Transaction made by or on behalf of the Client.

4.2. If the Client acts in relation to or on behalf of someone else, whether or not the Client identifies that person, the Company shall not accept that person as an indirect Client and shall accept no obligation to that person, unless otherwise specifically agreed.

4.3. Any person or Agent notified to the Company as being authorized by the Client may give Instructions and Requests to the Company concerning any Transaction, or proposed Transaction, or any other matter.

4.4. The Client authorizes the Company to rely and act on any Request, Instruction or other communication received from the Client which purports to have been given by the Client or on behalf of the Client without further enquiry on the part of the Company as to the authenticity, genuineness, authority or identity of the person giving or purporting to give such Request, Instruction or other communication. The Client will be responsible for and will be bound by all obligations entered into or assumed by the Company on behalf of the Client in consequence of or in connection with such Requests, Instructions or other communications.

4.5. Unless the Company receives a written notification from the Client for the termination of the authorization of the person described in clause 4.3., The Company will continue accepting Requests, Instructions or other communication given by such person on the Client's behalf and the Client will recognize such as valid and committing to him.

4.6. The written notification of clause 4.5. for the termination of the authorization to a third party has to be received by the Company with at least five (5) Business Days' notice prior the termination date.

4.7. In the event of the death or mental incapacity of the Client (who is the only person that forms the Client), the Company will have no responsibility or liability whatsoever in respect of the actions or omissions or fraud of the authorized third party (appointed under clause 4.3. above) in relation to the Client's Trading Account and/or Client Money and the Company will stop accepting Requests, Instruction or other communications given from the account of the Client upon the Company receives notice of the death or mental incapacity of the Client.

4.8. In relation to any Transaction, the Company acts as Principal for any duly regulated counterparty, and as Matched Principal in relation to Stock Trading, according to applicable legislation.

4.9. In relation to any Transaction and the Services provided by the Company to the Client, it is the responsibility of the Client to ensure that the Client can accept the Services and/or enter into the Transactions in the country in which the Client is resident. It is hereby acknowledged and accepted that Clients that are resident of the United States will not be on-boarded by the Company.

4.10. In relation to Stock Trading, the Company will not be permitted to offer its Services to Clients who reside in specific countries, in order to ensure compliance with all Federal legislation, sanctions, AML (Anti – Money Laundering) regulations and guidance and as per the requirements emanating from third parties. The list of these countries can be found in the Company's website. The Client is obliged to provide documents, according to the clauses 2.3. and 3.1 herein. the Company has the right to suspend the provisions of Services under this Client Agreement. The Company shall resume provisions of Services once valid or/and updated documents are provided and relevant checks (including without limitation anti-money laundering checks) have been completed to the Company's satisfaction. It is understood that the Company is not to be required (and may be unable) to accept the Client as its customer under Applicable Regulations and/or until all documentation it requires has been received by the Company, properly and fully completed by the Client.

4.11. Your account will be accepted when the information submitted by you is correct and you agree to all our terms and conditions. From that moment you become our member. When you become our member you must continue to be our member for at least three months. If you leave without a three month membership you will be fined.

## **5. CLIENT MONEY**

5.1. Relevant Amounts held on the Trading Account ("Segregated Funds") will be segregated by the Company and held in accordance with Applicable Regulations.

5.2. The Company may hold Client Money and the money of other Clients in the same bank account (omnibus account), according to Applicable Regulations.

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

5.4. The Company may deposit Client money and/or Financial Instruments with a third party who may, to the extent allowed under Applicable Regulations, have a security interest, lien or right of setoff in relation to that money.

5.5. The third party to whom the Company will pass money and/or Financial Instruments may hold it in an omnibus account and/or it may not be possible to separate it from the third party is insufficient to satisfy the claims of the Client in respect of the relevant account. The Company does not accept any liability or responsibility for any resulting losses. If you want to go without a member, You will be charged 20% of the amount paid according to the clauses 4.11.

5.6. The Company shall not be obliged to pay interest to the Client on any funds which the Company holds or in respect of any stocks held by the Company as a custodian. The Client waives all rights to interest.

5.7. The Company will promptly place any Segregated Funds held on the Client's behalf and not transferred to or held for the Company, into a Segregated Account (subject to and according to Applicable Regulations).

5.8. Profit or loss from Financial Instruments trading is deposited in/withdrawn from the Client Account once the Transaction is closed.

5.9. Unless the Client has notified the Company in writing to the contrary, the Company may hold Segregated Funds on the Client's behalf in a Segregated Account located outside Mauritius or pass money held on the Client's behalf to an intermediate broker, settlement agent or OTC counterparty located outside Mauritius. The legal and regulatory regime applying to any such person will be different from that of Mauritius and in the event of the insolvency or any other equivalent failure of that person, the Client's money may be treated differently from the treatment which would apply if the money was held in a Segregated Account in Mauritius. The Company will not be liable for the solvency, acts or omissions of any third party referred to in this clause. The Company will exercise all due skill, care and diligence in assessing whether adequate measures will be applied by the third party to protect Client money.

5.10. The Client agrees that, in the event that there has been no movement on the Client's Trading Account Balance for a period of at least six years (notwithstanding any payments or receipts of charges, interest or similar items) and the Company is unable to trace the Client despite having taken reasonable steps to do so, the Company may release any Client's money balances from the Segregated Account.

5.11. The Client agrees that in the event that his/her remaining Trading Account Balance is up to 1 USD/EUR/GBP and his/her Trading Account is closed or inactive for more than 90 calendar days, then the Company shall have the right to deduct this remaining Trading Account Balance and use it for charity purposes at its absolute discretion.

5.12. The Company is member of the Financial Commission Compensation Fund . The Client may be entitled to compensation from the FCCF if the Company cannot meet its obligations in the situations explained in the website with reference to the "Financial Commission Compensation Fund".

5.13. The Company will carry out reconciliations of records and Segregated Funds with the records and accounts of the money the Company holds in Segregated Accounts on a regular basis, and any required transfer to or from the Segregated Account will take place by the close of business on the day that the reconciliation is performed. The Company reserves the right to carry out such reconciliations and transfers more frequently, should the Company reasonably consider that this is necessary to protect the Company's or a Client's interests.

5.14. The Client agrees that the Company shall not be held liable or have any further obligation in the event that any credit or financial institution with which Segregated Funds are held defaults in its obligations with respect to the Segregated Funds.

## **CURRENCY**

5.15. The Company is entitled, without prior notice to the Client, to make any currency conversions which the Company considers necessary or desirable for the purposes of complying with its obligations or exercising its rights under the Operative Agreements or any Transaction. Any such conversion shall be effected by the Company in such manner and at such rates as the Company may in its discretion determine, having regards to the prevailing rates for freely convertible currencies.

5.16. All foreign currency exchange risk arising from any Transaction or from the compliance by the Company with its obligations or the exercise by it of its rights under the Operative Agreements will be borne by the Client

### **MARGIN REQUIREMENTS**

6.1. The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as the Company, at its sole discretion, may require from time to time under the Operative Agreements. Such sums of money shall only be paid to the Company's bank account in the form of cleared funds. It is the Client's responsibility to ensure that the Client understands how a margin is calculated.

6.2. The Client shall pay Initial Margin and/or Hedged Margin at the moment of opening a position. The amount of Initial Margin and Hedged Margin for each Instrument is defined in the Contract Specifications.

6.3. If no Force Majeure Event has occurred, the Company is entitled to change margin requirements, giving to the Client 3 (three) Business Days Written Notice prior to these amendments.

6.4. The Company is entitled to change margin requirements without prior Written Notice in the case of Force Majeure Event.

6.5. The Company is entitled to apply new margin requirements amended in accordance with clauses 13.3 and 13.4 to the new positions and to the positions which are already open.

6.6. The Company is entitled to close the Client's Open Positions without the consent of the Client or any prior Written Notice if the Equity is less than certain rate depending on the account type as stipulated on the Website.

6.7. It is the Client's responsibility to notify the Company as soon as the Client believes that the Client will be unable to meet a margin payment when due.

6.8. The Company is not obliged to make margin calls for the Client. The Company is not liable to the Client for any failure by the Company to contact or attempt to contact the Client.

6.9. For the purposes of determining whether the Client has breached clause 13.6 above, any sums referred to therein which are not denominated in the Currency of the Trading Account shall be treated as if they were denominated in the Currency of the Trading Account by converting them into the Currency of the Trading Account at the relevant exchange rate for spot dealings in the foreign exchange market.

6.10. 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.

### **7. PAYMENTS**

7.1. The Client may deposit funds to the Trading Account at any time. All payments to the Company shall be made in accordance with Payment Instructions set forth on Client's Personal area fxtradingsupport Group Client Portal. Under no circumstances will third party or anonymous payments be accepted.

7.2. Funds deposits and withdrawals to/from the Trading Account shall be governed by the Regulations for NonTrading Operations.

7.3. The Client may withdraw funds from the Trading Account at any time in accordance with the clause 14.4.

7.4. If the Client gives an instruction to withdraw funds from the Trading Account, The Company shall pay the specified amount on the same day that the request to withdraw funds was made, or the next working day if the Client's request is received outside of normal trading hours. If the following requirements are met:

1. the withdrawal instruction includes all necessary information;

2. the instruction is to make a bank transfer to the account of the Client (under no circumstances will payments to third party or anonymous accounts be accepted);

3. at the moment of payment, the Client's Free Margin exceeds the amount specified in the withdrawal instruction including all payment charges. The Client acknowledges and accepts that the expected destination of outgoing transfers/payments will be the same as with the expected destination of incoming of funds. The Client will not be allowed to withdraw his funds by any other method, or to any other country, apart from his/her country of origin.

7.5. The Company reserves the right to decline a withdrawal request of the Client asking for a specific transfer method and the Company has the right to suggest an alternative.

7.6. The Client may withdraw any of his/her profits that exceed the amount deposited from the specific destination of incoming of funds, from a bank account that belongs to him/her, provided that all the necessary evidence is submitted to the Company. However, under exceptional cases, the Company may proceed to send funds to a different country from the Client's country of residence, provided that all the relevant information and documentation is submitted by the Client.

7.7. The Company shall debit the Client's Trading Account for all payment charges. In the event that the Client instructs the Company to close the Client's Trading Account, the net amount payable to the Client shall be the balance amount less any and all bank charges provided the balance amount is greater than the bank charges; if not, then the Client agrees he will not receive any amount and the account will be closed without any further transfer of funds taking place.

7.8. If the Client has an obligation to pay any amount to the Company which exceeds the Equity on his/her Trading Account, the Client shall pay the amount representing the excess within 2 working days of the obligation arising.

7.9. The Company ensures that losses will not exceed the total available funds per Clients' trading account(s) (negative balance protection).

7.10. All incoming payments shall be credited to the Client's Trading Account no later than one (1) Business day after funds are cleared by the Company's bank.

7.11. The Client acknowledges and agrees that (without prejudice to any of the Company's other rights under the Operative Agreements to close out the Client's Open Positions and exercise other default remedies against the Client) where a sum is due and payable to the Company in accordance with the Operative Agreements and sufficient cleared funds have not yet been credited to the Client's Trading Account, the Company shall be entitled to treat the Client as having failed to make a payment to the Company and to exercise its rights under the Operative Agreements. The payment amount will be converted into the Currency of the Trading Account at the rate determined by the bank of the Company.

7.12. The Company shall update on a regular basis the available payment system on the deposit & withdrawal section. The availability of each payment system may differ depending on country of residence therefore the payment systems available shall be located in the Client Portal.

## **8. COMMISSIONS, CHARGES AND OTHER COSTS**

8.1. The Client shall be obliged to pay the Company the commissions, charges and other costs set out in the Contracts Specifications. The Company shall display all current commissions, charges and other costs on its Website.

8.2. The Company may vary commissions, charges and other costs from time to time without prior Written Notice to the Client. All changes in commissions, charges and other costs are displayed on the Company's Website and posting on the Website shall be considered due notice.

8.3. Any commissions or fees which the Company receives or pays will be effected according to the provisions of Applicable Regulations.

8.4. The Company may from time to time deal on the Client's behalf with persons with whom the Company has a soft commission agreement which permits the Company (or another member of the Company group) to receive goods or services in return for transacting investment business with such persons or others. It is the policy of the Company in relation to such agreements to ensure that such arrangements operate in the best interest of the Client as far as practicable, for example, because the arrangements allow access to information or other benefits which would not otherwise be available.

8.5. The Client is hereby informed that in the event where the Client has been introduced to the Company by a Partner (Introducer and/or Affiliate) of the Company Partners and/or of the Company and/or any third party, the Company may pay a fee and/or commission to the Company Partners and/or the Partner directly, for services rendered calculated on the basis of the volume traded by the Client and/or otherwise and/or on the basis of the agreement concluded between the two parties. Upon request from the Client, the Company shall disclose further details.

8.6. The Client accepts to be notified if the Company pays commissions/fees to any third party who introduced him or who acts on the Client's behalf.

8.7. The Client undertakes to pay all stamp expenses relating to this Agreement and any documentation which may be required for the carrying out of the Transactions.

8.8. The Client shall be solely responsible for all filings, tax returns and reports on any Transactions which should be made to any relevant authority, whether governmental or otherwise, and for payment of all taxes (including but not limited to any transfer or value added taxes), arising out of or in connection with any Transaction.

8.11. The Company shall have the right to pay, or be paid a fee or commission, provide or provided with any nonmonetary benefit (hereinafter the "inducement") in connection with the provision of an investment service or ancillary service to or by any party other than the Client or a person on behalf of the Client, where the relevant payment or benefit:

- a. is designed to enhance the quality of the relevant service to the Client;
- b. does not impair compliance with the Company's duty to act honestly, fairly and professionally in accordance with the best interests of the Client;

8.10. In such a case, the Company shall disclose to the Client, the existence, nature and amount of the inducement or, where the amount cannot be ascertained, its method of calculation. Where applicable, the Company shall also inform the Client on mechanisms for transferring to the Client the fee, commission, monetary or non-monetary benefit received in relation to the provision of the investment or ancillary service.

## **9. LIMITATIONS OF LIABILITY AND INDEMNITY**

9.1. Nothing in the Operative Agreements will exclude or restrict any obligation or liability which the Company may have or owe to the Client under Applicable Regulations, nor any liability which the Company may incur under the Law or Applicable Regulations in respect of a breach of any such obligation, nor will anything in the Operative Agreements require the Client to indemnify or compensate the Company to any extent prohibited by Applicable Regulations.

9.2. 2 In the event the Company provides advice, information or recommendations to the Client, the Company shall not be responsible for the profitability of such advice, information or recommendations. The Client acknowledges that the Company shall not, in the absence of its fraud, willful default or gross negligence, be liable for any losses, costs, expenses or damages suffered by the Client arising from any inaccuracy or mistake in any information given to the Client including, without limitation, information relating to any Transactions. Subject to the right of the Company to void or close any Transaction in the specific circumstances set out the Operative Agreements, any Transaction following such inaccuracy or mistake shall nonetheless remain valid and binding in all respects on both the Company and the Client.

9.3. The Company shall not be liable for any loss or expense incurred by the Client in connection with, or directly or indirectly arising from:

- a. Any error or failure in the operation of the Trading Platform or any delay caused by the Client Terminal;
- b. Transactions made via the Client Terminal;
- c. Any failure by the Company to perform any of its obligations under the Operative Agreements as a result of a Force Majeure or a cause beyond its control; or
- d. The acts, omissions or negligence of any third party.
- e. All Orders given through and under the Client's Access Data;
- f. 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;
- g. A delay transmitting any Order for Execution;
- h. The solvency, acts/representations or omissions of any third party;
  - i. Currency risk;
  - j. Slippage;
- k. Any of the risks relating to CFDs trading materialises;
  - l. Any changes in the rates of tax;
- m. The Client using Trailing Stop and/or Expert Adviser;
- n. The Client relying in Stop Loss Orders;
- o. Information relating to Trading Schedule hours.



9.4. The Client shall indemnify the Company and keep the Company indemnified on demand in respect of all liabilities, costs (including without limitation any legal cost, penalties and any interest), claims, demands, losses and expenses of any nature whatsoever which the Company suffers or incurs as a direct or indirect result of any failure by the Client to perform any of the Client's obligations under the Operative Agreements and/or which may arise in relation to the execution or as a result of the execution of the Client Agreement and/or in relation to the provision of the Services and/or in relation to any Order

9.5. The Company shall in no circumstances be liable to the Client for any consequential special or indirect losses, loss of profits, loss of opportunity (including in relation to subsequent market movements), costs, expenses or damages the Client may suffer in relation to the Operative Agreements, unless otherwise agreed in the Terms of Business

9.6. In the event of a negative balance in a retail Client account, the Company will not file a claim against the Client for that amount, except in cases where the Client has used illicit methods to create it.

9.7. Without prejudice to any other clauses of this Client Agreement, and to the extent permitted by Governing Legislation, the Company will have no liability to the Client in relation to any loss, costs or expenses that maybe suffered by the Client as a result of technology limitations/ failures, server maintenance, planned maintenance, custodian rollover process, including but not limited to:

- a. any delay or defect in or failure of the whole or any part of the Company's software or any systems or network links or any other means of communication; or
- b. any computer viruses, worms, software bombs or similar items being introduced into Client's computer hardware or software except where such loss, cost or expense is a result of the Company's own negligence, fraud or willful default.

## **10. HOW WE USE YOUR PERSONAL INFORMATION**

10.1. The Company may use, store or otherwise process personal information provided by the Client in connection with the provision of the Services.

10.2. If the Client is an individual, the Company is obliged to supply the Client, on request, with a copy of personal data which it holds about the Client (if any). Client will not have to pay a fee to access the personal data (or to exercise any of the other rights). However, Company may charge a reasonable fee if the request is clearly unfounded, repetitive or excessive.

10.3. By entering into this Agreement, the Client expressly consents to the Company transmitting the Client's Information to any third parties which may require same in order to effectively implement the Services or effectively executing any operational function performed to the Company to Client (e.g. refunding the Client his money).

10.4. Telephone conversations between the Client and the Company may be recorded. Any recordings shall be and remain the sole property of the Company and will be accepted by the Client as conclusive evidence of the Instructions/Requests or conversations so recorded. The Client agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory or government authority.

10.5. The Client is encouraged to consult the Company's Privacy Policy in the Company's website Privacy Policy in regard to the aforesaid clause.

## **11. CONSENT TO DIRECT CONTACT**

11.1. The Client accepts that the Company, for the purpose of marketing financial services and products, may, from time to time, make direct contact with the Client by telephone or otherwise upon the Client's consent. Once such a consent is obtained the Client agrees to such communications and agrees that the Client shall not consider such communication a breach of any of the Client's rights under any relevant data protection and/or privacy regulations. The Client may opt out of receiving such communications by sending the Company an e-mail at: [privacy.fxts@gmail.com](mailto:privacy.fxts@gmail.com).

11.2. The Client accepts that the Company, for the purpose of complying with FATCA and CRS, shall have the right to request any information or documentation reasonably required and the Client shall be obliged to provide the same to the Company immediately

11.3. The Company is not required to give advance notice to the Client of the exercise of its rights as above, but the Company will inform the Client as soon as practicable that it has exercised such rights.

## **Testimonials Disclaimer**

The Student Testimonials found on this website and on our social media accounts are ONLY from our REAL clients and students that have purchased our services, however, the statements of individuals are not to be construed as claims or representations of average earnings. We cannot, do not, and will not make any claims as to earnings, average, or otherwise. We do not track the typical results of our customers. Please do not assume that you will make those same income figures or experience. The generally expected results you should expect to achieve is based on historical available data, which suggests that you should generally expect to lose money. At a minimum, these studies indicate at least 50% of our students will not be profitable. Also, some of our students providing testimonials have received a small refund (up to 7% of the course programme fees) after they sent us their testimonial as a sign of our appreciation. Studies:

1 Barber, Brad & Lee, Yong-Ill & Liu, Yu-Jane & Odean, Terrance. (2014). 2 Garvey, Ryan and Murphy, Anthony, The Profitability of Active Stock Traders. Journal of Applied Finance , Vol. 15, No. 2, Fall/Winter 2005.

2. Additionally, out of 1,146 brokerage accounts day trading the U.S. markets between March 8, 2000 and June 13, 2000, only 50% were profitable with an average net profit of \$16,619. 3. Finally, out of 334 brokerage accounts day trading the U.S. markets between February 1998 and October 1999, only 35% were profitable and only 14% generated profits in excess of than \$10,000. Douglas J. Jordan & J. David Diltz (2003) The Profitability of Day Traders, Financial Analysts Journal, 59:6, 85-94, DOI: 10.2469/faj.v59.n6.2578).

You acknowledge and agree that no promise or guarantee of success or profitability has been made between you and "FX💖TS" or any of its owners, directors, officers, employees, agents, independent contractors or affiliates. Do your own research and talk to a professional financial planner in order to be aware of all the risks associated with foreign exchange trading and investing, and seek advice from an independent financial advisor before risking any capital.

CLIENT	FXTRADINGSUPPORT GROUP
Place and Date : .....	Place and Date : .....
Signature : .....	Signature : .....
Name : .....	Name : .....
E-Mail : .....	E-Mail : .....