

CLIENT AGREEMENT

Terms and conditions of business.

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INTRODUCTION

1.1 Globe Pro Limited registered under the Laws of Vanuatu with registration number 014562 and having its trade name FXGlobe (“the Company”) will offer its services via the domain name www.fxglobe.international.com (the “website”). The Company may also register and operate other websites mainly for promotional and marketing purposes in languages other than English. The Client accepts and understands that the official language of the Company is the English language.

1.2 The content of this website is the property of the Company. All rights are reserved. You may print and download excerpts from this website for your own non-commercial and personal use. Unless otherwise stated, we own all intellectual property rights as well as copyright for all the material on this website.

1.3 Except as expressly provided, nothing included herein shall be interpreted as constituting any license or right under trademark, copyright, or other intellectual property rights. Any use of excerpts from this website other than as authorized above for any purpose is prohibited. Any breach of the provisions of the Terms and Conditions will automatically terminate your use of this website.

1.4 Any rights not specifically granted in these terms and conditions are reserved. The Company does not verify that the information given in this website is reliable.

1.5 One should not consider any information in the Company’s website as investment advice. The information is given to you in good will and considered reliable but the Company does not take any responsibility for its accuracy. A client who uses this site is giving up his rights to ascribe any responsibility to the Company.

SCOPE AND APPLICATION

2.1 This Agreement applies to services provided with respect to all client account types.

2.2 This Agreement (and any amendments to this Agreement) supersedes any previous agreement between the Company and the Client on the same subject matter and takes effect between the Company and the Client. Therefore, the clients are advised to periodically revise these terms and conditions

2.3 This Agreement sets out the basis on which the Company agrees to provide its Services.

This Agreement is provided to assist the Client in making an informed decision about the Company, its services and the risks of the Financial Instruments.

This Agreement should be read in its entirety in deciding whether

- (a) To buy, sell or to continue to hold any financial instrument; and/or
- (b) To be provided with the services.

ACKNOWLEDGMENT OF RISKS

Contracts for difference, options, futures, swaps, forward rate agreements and many other derivatives (including most put options) are leveraged products and involve a high level of risk. It is possible for the Client to lose all his capital invested. Therefore, these products may not be appropriate or suitable for everyone and the client should ensure that he understands the risks involved. If the client considers that he/she is not properly able to understand the investment risks involved he/she should seek independent advice.

The client unreservedly acknowledges and accepts that, regardless of any information, which may be offered by the Company, the value of any investment in Financial Instruments may increase or decrease and there is a substantial

risk that the investment may become of no value. In the case of Financial Instruments which are contracts for differences or other contractually based derivatives the entire amount of margin deposit may be lost.

Client unreservedly acknowledges and accepts that he runs a great risk of incurring losses as a result of purchasing and/or selling any Financial Instrument and the Client accepts and declares that he/she is willing to undertake this risk.

The Company's services include products that are traded on margin and carry a risk of losing all client's initial deposit. Before deciding on trading on margin products a client should consider his/her investment objectives, risk tolerance and his/her level of experience on these products. Margin products may not be suitable for everyone and client should ensure that he/she understands the risks involved. The client should be aware of all the risks associated in regards to products that are traded on margin and seek independent financial advice, if necessary.

ELECTRONIC SYSTEMS AND TRADING

The Company shall provide the client with access codes for entering into transactions or dealing with or through the Company. Such access codes can be used to access the electronic systems. Any such dealings shall be carried out on the basis set out in this paragraph and on the basis of any additional agreement which the Company may enter into with the Client to regulate such activity.

The client acknowledges and accepts that the Company has the right to restrict any access to its electronic systems where it deems appropriate, for the smooth operation of its electronic systems as well as to protect other client's interest and its own. The client will only be entitled to access the electronic systems and enter into dealings for its own use on a non-exclusive, non-transferable basis.

All rights and interests and all intellectual property rights (including, without limitation, all trademarks and trade names in or relating to the Company) are owned by the Company or the Company's suppliers or licensors and will remain the Company's property or that of the Company's suppliers or licensors at all items. The client will have not right or interest in those intellectual property rights other than the right to access the Electronic Systems. The client shall not copy, license, sell, transfer, make available the electronic systems or information on the electronic systems to any other person. The client shall not remove or alter any copyright notice or other proprietary or restrictive notice contained in the electronic system.

The client shall take all necessary precautions to ensure the confidentiality of all information, including, but not limited to, the access codes to the electronic systems, transaction activities, account balances, as well as all other information and all orders. The client shall be solely responsible for all orders and the accuracy of all information sent via the internet using its access codes. The client acknowledges that the Company bears no responsibility in the case that the access codes are used in an unauthorised manner. The client undertakes to notify the Company immediately if it comes to his attention that the client's electronic system access codes are being used unauthorised.

To the extent permitted by applicable law, the Company shall not be liable for:

- (a) Any loss, expense, cost or liability (including consequential loss) suffered or incurred by the client as a result of instructions being given, or any other communication being made via the internet or other electronic media; and
- (b) Any loss or damage that may be caused to any equipment or software due to any viruses, defects or malfunctions in

connection with the access to, or use of, the electronic systems.

The Company makes every effort to deliver high quality products. However, we do not guarantee that our products are free from defects. Our software is provided "as is" and the client uses the web platform at his own risk. The Company makes no warranties as to performance, fitness for a particular purpose, or any other warranties whether expressed or implied. No oral or written communication from or information provided by the Company shall create a warranty. Under no circumstances shall the Company be liable for direct, indirect, special, incidental, or consequential damages resulting from the use, misuse, or inability to use this software, even if the Company has been advised of the possibility of such damages.

ORDER EXECUTION POLICY

The Company takes all reasonable steps to obtain the best possible results for its Clients, either when executing client orders or receiving and transmitting orders for execution in relation to financial instruments.

When executing an order, the Company takes a number of different factors into consideration such as the price, costs, speed, nature of the order size of the order and the likelihood of execution.

The Company reserves the right to modify the spread and the client may experience widened spreads and execution at the best available price under certain market conditions (for example, fundamental announcements, where there is a fast-moving market or low liquidity).

WITHDRAWAL

The Client may deposit funds into the Client Account at any time during the course of this Agreement. Deposits will be accepted by a Bank transfer, Debit / Credit Card or any other Method

of Electronic Money Transfer, (where the originator is the Client), acceptable by the Company from time to time. The Company will not accept Third Party or Anonymous payments in the Client Account.

The Company will affect Withdrawals of Client Funds, either upon the receipt of a Form bearing the Signature of the Client, (which must match the specimen Signature of the Client provided by him to the Company), or upon an Application for Withdrawal made via the Company Online Trading System.

Upon the Company receiving an Instruction from the Client to Withdraw Funds from the Client Account, the Company shall pay the said amount within 10 Business Days, if the following requirements are met:

- a) the Withdrawal Instruction includes all necessary information;
- b) the Instruction is to make a Bank Transfer to the Account of the Client; and
- c) at the moment of Payment, the Client's Free Margin exceeds the amount specified in the Withdrawal

Instruction including all Payment Charges.

Withdrawals will only be affected towards the Client. The Company will not affect Withdrawals to any other third party or anonymous account.

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.

All payment and transfer Charges will be borne by the Client and the Company shall debit the Client Account for these Charges.

If the Client makes a payment by Bank Transfer, by Credit Card or any other method of Electronic Money Transfer, the Company shall credit the

Client Account with the relevant amount within 10 Business Day after the amount is cleared in the Bank Account of the Company.

CONFLICTS OF INTEREST

The Company may be required to have arrangements in place to manage conflicts of interest between the Company and its clients and between clients themselves. The Company will take all reasonable steps to avoid conflicts of interest. When conflicts of interest cannot be avoided the Company shall disclose the Client the nature and source of the conflict. The Company shall at all times ensure that clients are treated fairly and with the highest level of integrity and that their interests are protected.

ANTI-MONEY LAUNDERING PROVISIONS

The Company is obliged to follow certain requirements as set out by international standards as well as local authorities for preventing and suppressing money laundering activities, which requires investment firms to obtain certain verification documents from Clients.

The Company may request the Client to inform the Company how the invested funds were obtained/accumulated and obtain verification documents from clients.

The Company has the right not to carry out orders or instructions received from the client, as long as the client has not supplied information requested by the Company. The Company takes not responsibility for any possible delays where the client's verification documents are outstanding.

COMMUNICATION BETWEEN THE CLIENT AND THE COMPANY

Unless otherwise specified, the client has to send any notice, instruction, request or other

communication via email at info@fxglobe.international

All notices/information provided by the Company or received from the clients should be in the English language.

PROVISION OF INFORMATION, DATA PROTECTION

The client shall promptly provide the Company with any information which it may request as evidence for the matters referred to in this Agreement or to comply with any applicable regulations or otherwise, and shall notify the Company if there are any material changes to such information. By opening an Account with the Company and by placing orders and entering into transactions, the client acknowledges that he will be providing personal information (possibly including sensitive data) and the client consents to the processing of that information by the Company for the purposes of performing its obligations under this Agreement and administering the relationship with the Client. Such purposes include the processing of instructions and generation of confirmations, the operation of control systems; the operation of management information systems and allowing staff of any of the Company's affiliates who share responsibility for managing the Client relationship from other offices to view information about the Client.

The Company shall be entitled to disclose personal information without informing the client to any regulatory or governmental authorities as may be required and/or where the client is directly or indirectly involved in fraud.

TERMINATION

The Company or the client can termination this agreement by giving five (5) business days written notice to the other party. During the termination notice, the client is obliged to close all open positions. In the case where the client

has open positions during the termination notice period, then the Company reserves the right not to accept any new transaction orders and the Company shall have the right to close all of the client's open positions on expiry of the notice period to the extent the client has not already done so.

Upon termination of this agreement, the Company shall be entitled, without prior notice of the client, to cease the access of the client to the trading platform.

The Company may close all open transaction positions and terminate this agreement immediately without giving five (5) days written notice in the following cases:

If at any time:

- The client fails to comply fully and by the required time with any obligation to make any payment when due under this agreement;
- The Company has reasonable grounds to believe that the client is in breach of any covenant or provisions set out in this agreement;
- The company believes that client activity might be a violation of any applicable regulations;
- The client dies, becomes or is adjudged to be of unsound mind, is or becomes unable to pay his debts as they fall due, is or becomes bankrupt or insolvent within the meaning of any insolvency law or any suit, action or proceeding is commenced for any execution, any attachment or garnishment, or distress against, or an encumbrancer takes possession of, all or any part of the

Terms Of Use

property, undertaking or assets (tangible and intangible) of the Client;

- The Client commences a voluntary case or other procedure, or there is an involuntary case or other procedure, seeking or proposing, the appointment of an insolvency officer, the liquidation, reorganisation, an arrangement or composition, a freeze or moratorium, or other similar under any insolvency law.

The company may terminate this agreement immediately without giving five (5) business days written notice, and the Company has the right to reverse and/or cancel all previous transactions on a client's account, in the following cases:

- (a) The client involves the Company directly or indirectly in any type of fraud, in which it places the interests of the Company and/or the Company's clients at risk prior to termination this agreement.
- (b) The Company have grounds to believe that the client's trading activity adversely affects in any manner the reliability and/or smooth operation and/or orderly functioning of the trading platform.

The termination of this agreement shall not in any case affect, the rights of which have arisen, existing commitments or any contractual commitments which were intended to remain in force after the termination and in the case of termination, the client shall pay for:

- (a) Any pending fees/commissions of the Company and any other amount payable to the Company;
- (b) Any charges and additional expenses incurred or to be incurred by the

Company as a result of the termination of this agreement;

- (c) Any damages which arose during the arrangement or settlement of pending obligations. The Company has the right to deduct such sums as are appropriate with respect to all of the above client liabilities or contingent liabilities from the client's account.

GENERAL PROVISIONS

The client shall not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer his/her rights or obligations under this agreement or any interest in this agreement without the Company prior written consent, otherwise any purported assignment, charge or transfer in violation of this paragraph shall be void.

If the client is a partnership, or otherwise comprises of more than one person, his/her liability under this agreement shall be joint and several. In the event of the demise, bankruptcy, winding-up or dissolution of any one or more of such persons, then (but without prejudice to the above or the Company rights in respect of such person and his successors) the obligations and rights of all other such persons under this Agreement shall continue in full force and effect.

Without prejudice, and to any other rights in which the Company may be entitled, the Company may at any time and without notice to the Client set-off any amount (whether actual or contingent, present or future) at any time, owing between the client and the Company. The Company can off-set any owned amounts using any account the client maintains with the Company.

If any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the

remaining provisions of this agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be affected or impaired.

The Company's records, unless proven to be wrong, shall be the evidence of client's dealings with the Company in connection to the services provided.

This agreement may be amended from time to time and the Company shall notify the client of the relevant amendment or about the updated agreement either in writing or through the main website. Any changes to this agreement shall not apply to transactions performed prior to the date on which the changes become effective unless specifically agreed otherwise. Should the client disagree with the changes, he may terminate this agreement in accordance with the relevant paragraph hereof.

A person who is not a party to this customer agreement has no rights to enforce any terms of this customer agreement.

REPRESENTATIONS, WARRANTIES AND COVENANTS

On a continuing basis, a client represents, warrants, covenants and undertakes to the Company, both in respect of himself and any other person for whom the client acts as an agent, that:

- (a) The client is authorised and has the capacity to enter into this agreement and any transactions which may arise under them;
- (b) The client is over 18 years old;
- (c) The client warrants that the information that he provides on the account opening form (registration process) as well as in any other documentation is complete, true and accurate. For any change or

amendment in the above-mentioned information, including change of address, the client remains responsible to notify the company;

- (d) The client has obtained the necessary approvals from the relevant regulatory/legal and compliance authorities to make use of the services provided pursuant to this agreement;
- (e) The client has read and fully understood the entire contents of this agreement with which he fully accepts and agrees;
- (f) There are no restrictions, conditions or restraints by Central Banks or any governmental, regulatory or supervisory bodies, regulating client's activities, which could prevent or otherwise inhibit the client entering into, or performing in accordance with this agreement and/or under any transaction which may arise under them;
- (g) Client's performance under any transaction in accordance with this agreement does not violate any agreement and/or contract with third parties;
- (h) This agreement, each transaction and the obligations created thereunder are binding on the client and enforceable against the client in accordance with their terms;
- (i) There are no pending or, to the best of the client's knowledge, any legal proceedings before any court, arbitration court, governmental body, agency or official or any arbitrator that purports to draw into question, or is likely to affect, the legality, validity or enforceability against him of this agreement and any transaction which may arise under it or the client's ability

to perform his obligations under this agreement and/or under any transaction which may arise under them in any material respect.

- (j) The client shall not enter into any transaction unless he has a full understanding of all of the terms, conditions and risks thereof, and he is capable of understanding and willing to accept (financially and otherwise) those risks;
- (k) The client shall not provide to the company any information which is misleading and all information that the client provides to the company shall be true and accurate in all material respects.
- (l) By entering into this agreement, the client acknowledges and understands that, when participating in the Company's promotions, he will be bound by the terms and conditions of such promotions applicable at the time on the country of residence of the client;

THE COMPANY'S LIABILITY

Access to the trading systems is provided "as is". The Company makes no warranties (express or implied), representations, or guarantees as to merchantability, fitness for any particular purpose or otherwise with respect to the electronic systems, their content, any documentation or any hardware or software provided by the Company. Technical difficulties could be encountered in connection with the electronic systems. These difficulties could involve, among others, failures, delays, malfunction, software erosion or hardware damage, which difficulties could be the result of hardware, software or communication link inadequacies or other causes. Such difficulties could lead to possible economic and/or data loss. In no event will the Company or its

affiliates or any of their employees be liable for any possible loss (including loss of profit or revenue whether direct or indirect), cost or damage including, without limitation, consequential, unforeseeable or special damages or expense which might occur as a result of or arising out of using, accessing, installing, maintaining, modifying, deactivating or attempting to access the electronic systems or otherwise. The Company further reserves the right, in its reasonable discretion to unwind an executed transaction or adjust the price of executed transactions (including transactions that have been confirmed or settled) to a fair market price if the transaction was mispriced because of technical difficulties with the electronic systems.

The Company shall not be liable for any loss, liability or cost suffered or incurred by the client as a result of providing the services as described in this agreement.

The Company shall not be liable for any loss, liability or cost which the client may suffer or incur as a result of the negligence, wilful default or fraud of any third party (e.g. bank, electronic payment provider, etc.) which it has taken reasonable care in appointing.

Neither the Company nor the directors, officers, servants, agents or representatives of the Company shall be liable to the Client (except in the case of fraud) for any consequential, indirect, special, incidental, punitive or exemplary loss, liability or cost which the client may suffer or incur arising from the act of omissions of the Company under this agreement regardless of how such loss, liability or cost was caused and regardless of whether it was foreseeable or not. For the purposes of this paragraph, a loss, liability or cost includes any loss, liability or cost (as appropriate) arising from the client being unable to sell financial instruments where the price is falling, or from not being able to purchase financial instruments where the price is rising, or from being unable to

enter into or complete another trade which requires him to have disposed of or purchased the financial instruments or any other loss, liability or cost arising as a result of loss of business, profits, goodwill or data and any indirect, special, incidental, consequential, punitive or exemplary loss, liability or cost, whether arising from negligence, breach of contract or otherwise and whether foreseeable or not.

PRIVACY POLICY

This section outlines how the Company collects, maintains, uses and discloses personal information about you. The Company is committed in protecting the privacy of all personal data which it obtains from existing or prospective clients, applicants and visitors.

The Company will collect and hold personal data about you when you complete an online application for a live or demo account or through any other activities carried out on our website or any connected applications.

Personal data collected includes but is not limited to:

- Personal details such as name, address, telephone number and/or email address;
- Financial details such as estimated annual income and net worth, trading experience and investment knowledge;
- Identity verification documents such as passport and ID, utility bills, and/or bank statements or your company incorporation certificates/details.

The Company may derive information from your use of this website. Such information may include site areas visited, pages viewed, frequency and duration of visits, type of transactions conducted or documents downloaded.

The data that the Company collects from you may be transferred to and stored at a destination either within or outside the European Economic Area (EEA). It may also be processed by staff operating within or outside the EEA who work for the Company or any of the Company's suppliers.

The Company may use your information for any one or more of the following purposes:

- To confirm your identity;
- To maintain your personal profile;
- To assess your suitability to the products and services we provide;
- To provide the services you have requested including processing transactions;
- To provide you with transaction and post transaction related services;
- To inform you of products and/or services that may be of interest to you;
- To keep you updated on the issues that are relevant to your business relationship with us;
- To tailor the website to your needs and interests;
- To analyse impersonalised statistical data to enable us to provide you with better products and/or services.
- To administer your account and monitor its conduct and assess and analyse any credit limit, including, the interest rate, fees and other charges to be applied to the Client's account;

The Company may share your personal information with any member of its group or

affiliated group (i.e. any subsidiaries, ultimate holding companies and its respective subsidiaries). In the event that the Company discloses information to business parties, for instance, card processing companies or banks, in order to affect the services requested by the clients; such third parties may store your information in order to comply with their legal and other obligations.

The Company will retain your personal data on record for a period of at least five (5) years, which is calculated after the execution of the transaction or the termination of the business relationship.

By submitting your personal data, you consent to the Company collecting, maintaining, using and disclosing personal data about you in accordance with this section.

The Company uses cookies to gather information about your access to its website and other related services provided to you.

Cookies are small pieces of information which use a unique identification tag and are stored on your device as a result of you using this website or other services we provide to you.

Most internet browsers are set up to accept cookies. If you do not wish to receive cookies, you may be able to change the settings of your browser to refuse all cookies or to have your computer notify you each time a cookie is sent to it, and thereby give yourself the choice whether to accept it or not. However, it is strongly recommended that you allow cookies on our website to ensure you have the best possible experience. Turning off cookies may result in reduced performance of our website and trading platform and may also impair the quality of the services that we provide to you in relation to your account.

GOVERNING LANGUAGE

This agreement as well as any additional agreement hereto (both present and future) are made in English. Any other language translation is provided as a convenience only. In the case of any inconsistency or discrepancy between original English texts and their translation into any other language, as the case may be, original versions in English shall prevail.

GOVERNING LAW AND JURISDICTION

This Agreement and all transactional relations between the client and the Company are governed by the Laws of Vanuatu and the competent court for the settlement of any dispute which may arise between them under or in relation to this agreement shall be the Courts of Vanuatu.