



(h) the Client will maintain the confidentiality of passwords used to access systems and ensure all security procedures are implemented and followed as determined by VIPTRADE; and

(i) your ability to trade through systems will be subject to limitations imposed by the Company. Access to the system may be restricted or terminated at any time without notice; and

(j) the Trading Software constitutes an electronic facility

k) the Company may require the Client to comply with other terms as required by any directive issued to VIPTRADE by the any relevant regulatory bodies of St Vincent & the Grenadines or VIPTRADE itself.

VIPTRADE may post confirmations of Contracts, daily statements, monthly statements and other reports that VIPTRADE provides, in addition to making them available using the Electronic Facility.

15.2 Market Information

Intellectual property rights are attached to the system and to any system that provides Market Information therefore; and such information is confidential information and the Client agrees that s/he will not publicly display, redistribute or re-transmit the Market Information in any way without having executed an appropriate agreement with VIPTRADE;

Market information provided through systems may not be accurate or current and that should be relied on at the Client's own risk.

16. Discretions

VIPTRADE reserves the right to exercise certain discretions in respect of Client trading and Account management. In this regard, VIPTRADE will consider our commercial objectives, regulatory considerations and ethical obligations as a dealer. These discretions include, but are in no way limited to a right to:

- Refuse any application for an Account without cause
- Call for funds or security where we consider it would make commercial sense to do so (refer Clause 7.4)
- Refuse to accept any trades placed by the Client that we judge to be clearly outside the prevailing market price such that they may be deemed non-market price transactions, whether due to manifest human error or stale/incorrect/broken price feeds. Where we have opened or closed a trade before becoming aware of the price disparity, we may at our absolute discretion either treat that trade as void or accept that trade at the prevailing Market price
- Determine Commission rates and financing charges,
- Decline the Client's instructions or cancel any Order or instruction without reason, where:

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i) dealing or trading has been suspended or halted for any reason whatsoever or any other event considered by VIPTRADE to constitute an emergency has occurred or is, in VIPTRADE's opinion, likely to occur and the Client has not reconfirmed instructions;

or

ii) in VIPTRADE's opinion, the Order is likely to breach Rules, Regulations or legislation or terms of this Agreement; or

iii) in VIPTRADE's opinion, the Order is likely to be inappropriate, unethical or likely to negatively impact VIPTRADE's reputation or integrity in the market or create a disorderly market.

VIPTRADE is not liable for any financial inconvenience or consequence as a result of using such discretions to cancel, limit or refuse an instruction from a Client.

17. Advice

VIPTRADE does not give financial or taxation advice and strongly recommends that such advice is sought before entering into any agreement or engaging in any trading.

We may provide generic financial advice or market reports to all our Clients. These do not take into account any individual's specific circumstances, needs or financial objectives. We will not give advice about whether the Client should open, close or hold a Contract as VIPTRADE is an execution only broker.

18. Termination

Either party may terminate this Agreement by giving notice in writing to the other. Termination will be effective upon receipt of the notice by the other party in accordance with Clause 24 of this Agreement.

Termination does not affect the existing rights and obligations of either party at termination. Upon termination of this Agreement, we will close out all Contracts and close out, abandon or exercise any Contracts not yet exercised, entered into by us for the Client unless earlier advised to transfer these Contracts to another Dealer. The balance in the Client's account at termination will be repaid to the Client by bank transfer no later than five business days after this Agreement terminates.

We reserve the right to terminate this Agreement immediately and without notice in the event of any abuse of the Services provided any abuse of our staff or for any reason as may be deemed reasonable and appropriate by us in respect of our legal and regulatory obligations. VIPTRADE further reserves the right to suspend this Agreement pending review of our possible subsequent termination and without prior notice to the Client under such circumstances.

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19. Joint Account Holders

Where an Account is held jointly, this Agreement shall bind them jointly and severally and each of those persons is authorized to give instructions in relation to the Account unless VIPTRADE is otherwise advised in writing.

VIPTRADE is not required to verify that each Client approves instructions taken and may take instruction and any one of the persons named as Joint Account Holders may act as the Client and may give effective and final discharge of any of VIPTRADE's obligations.

20. Minors

If a Minor applies to become a Client, then either the Minor's parent or guardian are required to be a party to this Agreement. Any reference to Client in this Agreement is a reference to the parent or guardian of the Minor according to St Vincent & the Grenadines legislation.

21 Confidential Information

Neither party shall disclose any of the Confidential Information of the other party during or after the time this Agreement is in effect

22 Privacy

VIPTRADE, its subsidiaries, partners and agents recognises its responsibility, and is committed to, ensuring the privacy of Client information.

22.1 Editing and Deleting, Access to personal information

The Client may request in writing to see their personal details and may request correction or alteration of details if required. It is the Client's responsibility to ensure that information provided to VIPTRADE is accurate.

22.2 Information Collection

VIPTRADE have certain responsibilities under St Vincent & the Grenadines law to verify the identity of clients and may need to make certain enquiries and obtain certain information from you for that purpose. The Client confirms that all information supplied will be accurate and consents to us passing on such information as we consider necessary to comply with any reporting requirements.

On application, VIPTRADE will collect personal and financial information. While there is no obligation to provide such details, this may mean that an application is declined. Once an application is accepted,

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VIPTRADE will provide the Client with a user name and password, which is used for statistical and security purposes.

During the term of this Agreement we continue to collect information, this includes records of all transactions and activities on the Client Account including details of Contracts entered into and margin calls made.

From time to time, VIPTRADE may collect additional personal information from the Client in connection with optional surveys, news updates or promotions. Providing this information is optional. Feedback from surveys will be used to improve our Services.

22.3 Recording of conversations

VIPTRADE may record Client telephone and online chat conversations. Records will be kept pertaining to the Contracts entered into by the Client, overall activity of the account and are available to the Client via the internet. All of these records are available upon request and if there is a dispute or anticipated dispute, the Client has a right to listen to recordings of those conversations.

22.4 Cookies

A cookie is a small data file placed on a computer by our server. A cookie identifies Client's computers to our web server when our website is visited by that Client. We do not use the cookie to collect or store personal information about Clients. VIPTRADE uses browser cookies to improve the speed and reliability of our security system.

22.5 Use of information

VIPTRADE advises the following:

Client's personal information will be used only for the purposes for which it is collected, and retained only for as long as is necessary to fulfill the purposes for which the information was collected (including any time that we are required by law to retain such information) except that:

- VIPTRADE may release information about a Client to a third party:
 - (a) Where required by law or if requested by any regulatory authority or exchange having control or jurisdiction over us (or any respective associate);
 - (b) to investigate or prevent fraud or other illegal activity;
 - (c) in connection with the provision of services to you by us;
 - (d) if it is in the public interest to disclose such information; or
 - (e) at your request or with your consent.
- VIPTRADE will not sell or rent Client's personally identifiable information to any third party.

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- VIPTRADE will not use Client's personal information for any purpose that is not related to the products or services provided on the Site, or for any purpose for which the Client would not reasonably expect us to use the information.

22.6 Use of email In entering into this Agreement, the Client gives VIPTRADE permission to communicate by email for relevant and related commercial emails. VIPTRADE may use email addresses to periodically send promotional emails from VIPTRADE about products and services, offers or updates relating to recent developments in our services that may be relevant. If a Client does not wish to receive such emails, please advise us and we will immediately unsubscribe that person from such emails. VIPTRADE will not authorise any third party to use Client email addresses to send unsolicited emails.

22.7 Security Procedures

The Client is responsible for preventing unauthorised access to the trading systems at all times. If the Client becomes aware that its systems have been accessed by unauthorised persons then the Client must advise VIPTRADE immediately.

VIPTRADE will maintain data accuracy and ensure appropriate use of any information supplied. As such we have put in place physical, electronic and managerial processes to protect the information the Client provides.

Additionally, all stored user information is protected from unauthorised access through the use of secure passwords, user log ins and other security procedures.

22.8 Linked Sites

VIPTRADE website may contain links to other websites. VIPTRADE is not responsible for the privacy policies of such sites. This privacy policy applies solely to information collected by VIPTRADE.

23. Tax

Taxation issues will be executed according to St Vincent & the Grenadines effective legislation For non residents we strongly recommend that Clients seek independent taxation advice on their trading. For residents taxation issues will be executed according to St Vincent & the Grenadines effective legislation.

23.1 Notices

Notice will be deemed to be given, where made in writing and forwarded to the address below: VIPTRADE LLC P. O. Box 1574 First Floor, First St.Vincent Bank Ltd Building, James Street, Kingstown St Vincent & the Grenadines.

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23.2 Communications

All communications will be deemed to be received when:

- i) at time of delivery if delivered in person; or
- ii) 7 Business Days from and including date of postage; or iii) upon receipt if delivered by Courier iv) one hour following completion of transmission if delivered by Fax
- v) one hour following completion of transmission if sent by email or SMS.

23.3 Known Address

All notices sent from VIPTRADE will be sent to the Client's last known postal or email address. It is the Client's responsibility to ensure VIPTRADE are kept updated with these details and all notices issued by VIPTRADE will be deemed to have been delivered if sent to that last known address.

24 Complaints

All complaints should be directed in the first instance to our Compliance Department

We will try to resolve your complaint as quickly as possible with our Client Services Team. We welcome your feedback to assist us in continuous improvement of our service to you.

25 General

25.1 Amendments

VIPTRADE reserves the right to amend, alter, modify, substitute or supplement any of the terms in this Agreement at any time. You are deemed to have consented to any alteration that may be made to this Agreement if we do not receive notification otherwise from you, in writing, between the time that the changes were notified to you and their coming into effect.

VIPTRADE may also alter, withdraw or add Contracts or prices offered or the criteria for any Product offered within the Product Schedule.

25.2 Title and interest

It is agreed that all rights, title and interest to and in any payment any liens, charges, encumbrances or any other interest of the transferor or any third party.

to be asked VIPTRADE Nothing in this Agreement creates in favour of either party, any mortgage, charge, lien, pledge or other security interest in any cash or property transferred by one to the other under any Contract.

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25.3 Binding Effect

This Agreement shall cover all Client's accounts opened or reopened at any time with VIPTRADE, irrespective of any change(s) at any time in VIPTRADE's personnel for any reason whatsoever.

This Agreement shall be binding on the Client's beneficiaries, personal representatives, successors in title and permitted assigns.

25.4 Legal requirements

We are entitled to take such action as we consider necessary to ensure continued compliance with all Applicable Laws. If we reasonably consider any Client has breached these Laws, we reserve the right to terminate this Agreement immediately and without notice.

25.5 Entire Agreement

This Agreement sets out all of the terms and conditions relating to the provision of our services and contractual relationship to you, subject to any subsequent amendments that may be notified. It supersedes any General Terms and Conditions previously agreed between us.

Each contract and any other transaction entered into between us and you under this Agreement constitutes a single agreement between us.

25.6 Conflict of interest

VIPTRADE, our Associates or other persons connected with us may have an interest, relationship or arrangement that is material in relation to any Contract affected, or advice provided by us, under this Agreement. By entering into this Agreement you agree that VIPTRADE may transact such business without prior reference to any Client(s).

In addition:

(a) VIPTRADE may hedge our liability to you in respect of your positions by undertaking transactions in the Underlying Markets that may affect (positively or negatively) the prices at which you may trade.

(b) VIPTRADE may provide advice and other services to third parties whose interests may be in conflict or competition with a Client's interests;

(c) VIPTRADE, its Associates and the employees or any of them may act on behalf of other Clients who may take positions opposite to the Client or may be in competition with the Client to acquire the same or a similar position.

We will not deliberately favour any person over another but will not be responsible for any loss which may result from such competition. From time to time VIPTRADE may affect transactions with or through its Associates in order to provide the Services.

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VIPTRADE may share commission and charges with its Associates or other third parties or receive remuneration from them in respect of Contracts entered into by VIPTRADE with you. Details of any such remuneration or sharing arrangement will not be set out on the relevant Contract Note but will be disclosed in accordance with any requirements of any Applicable Law.

Neither party will undertake any act or engage in any course of conduct which seeks to artificially alter or distort, or otherwise manipulate, the relevant underlying market in relation to any transaction contemplated by this Agreement.

25.7 Illegality

Should any event occur which has the effect of making or declaring it unlawful or impracticable for VIPTRADE to offer Contracts in accordance with the terms outlined in this agreement, VIPTRADE may immediately terminate this agreement by providing written notice. Termination of this agreement will also result in the closure of all positions. Any such termination will not relieve the Client of any obligations the Client may have to VIPTRADE in accordance with this Agreement prior to its termination.

In accordance with this Clause, such events include any change in law, regulation, treaty, order, official directive or ruling or in their interpretation or application by any governmental authority or agent, the introduction, implementation, operation or taking effect of, any law, regulation, treaty, order or official directive or ruling.

By 'checking the box' during the online Live Account Opening procedure, you consent to these terms and acknowledge that you have carefully read, in its entirety, and understood the VIPTRADE GENERAL TERMS agreement, and that you agree to all of the provisions contained therein. Your consent further Represents, warrants and certifies that the information provided by you in the Live Account Opening is correct and complete.

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