



## **CUSTOMER AGREEMENT**

### **1. Subject of the agreement**

- 1.1. This Customer Agreement is entered into by Orfinex Capital Limited (hereinafter referred to as the 'Company') and the Client who submitted a registration form at [www.orfinex.com](http://www.orfinex.com) (hereinafter referred to as the 'Client').
- 1.2. The Company is registered, regulated, and governed by the Law of Saint-Vincent and the Grenadines. Any legal claims will be the subject of the court hearings. The Company's legal address is Suite 305, Griffith Corporate Centre, Beachmont, Kingstown, St. Vincent and the Grenadines.
- 1.3. The Agreement sets forth the relationship between the Client and the Company including but not limited to: orders' execution, Client policies, payments and/or payouts, claims resolution, fraud prevention, communication, and other aspects.
- 1.4. Any possible arguments between the Client and the Company will be settled in compliance with the Agreement unless stated otherwise.
- 1.5. By entering into the Agreement the Client guarantees that he or she is a person of legal age. In case the Client is a legal entity, it guarantees the entity is capable and no other parties are eligible to perform any actions, claims, demands, requests, etc. in respect to the Client's trading account.
- 1.6. All the operations on and with the Client's trading account are performed in full compliance with this Agreement unless stated otherwise.
- 1.7. The Client has no right to bypass, fully or partially, his or her obligations under the Agreement on the basis that it is a distance contract.

### **2. Terms definition**

- 2.1. 'Access Data' are all the access logins and passwords related to the Client's trading account(s), Personal Area, or any other data providing access to any other Company's services.
- 2.2. 'Ask' is the higher price in the Quote, at which the Client may open a 'Buy' order.
- 2.3. 'Autotrading Software' is an Expert Advisor or a cBot, a piece of software that performs trading operations automatically or semi-automatically without interference (or with a partial or occasional interference) of a human.
- 2.4. 'Balance' is the total of all the closed orders (including deposits and withdrawals) in the Client's trading account at a given time.
- 2.5. 'Base Currency' is the first currency in the Currency Pair.
- 2.6. 'Bid' is the lowest price in the Quote at which the Client may open a 'Sell' order.
- 2.7. 'Business Day' is any week's workday, from Monday to Friday, except any official or non-official holidays announced by the Company.
- 2.8. 'Client Information' is any information that the Company receives from the Client (or in other ways) related to him or her, his or her trading account, etc.
- 2.9. 'Client Terminal' is MetaTrader 4, MetaTrader 5, or any other software in all its versions that are used by the Client to obtain information from financial markets in real time, perform different kinds of market analysis and research, perform, open, close, modify, delete orders, or receive notifications from the Company.
- 2.10. 'Company News Page' is the section of the Company's website where the news is published.



- 2.11. 'Corporate actions' or 'Corporate events' are the activities of a stock corporation that bring crucial changes and impact its stakeholders (for example, dividend, split, consolidation, buyback, bankruptcy, or any other action that a stock corporation can take). Depending on the circumstances of each event, in order to preserve the economic equivalent of the rights and obligations between customers and a stock corporation, the Company reserves the rights to:
- perform balance operations on Clients' accounts depending on their open positions;
  - close positions at the market price immediately before a corporate event occurs;
  - reopen clients' positions in order to preserve the economic equivalent of rights and obligations between clients and a stock corporation;
  - stop trading on instruments that have undergone corporate action.
- 2.12. 'Currency of the Trading Account' is the currency in which the Trading Account is denominated; all calculations and operations on the account are performed in this currency.
- 2.13. 'Currency Pair' is the object of a transaction based on the change in the value of one currency against the other.
- 2.14. 'Derivative on Stock' is a contract for the price difference based on the fluctuations in the price of the underlying stock.
- 2.15. 'Derivative on Index' is a contract for the price difference on the fluctuations in the price of the underlying stock index.
- 2.16. 'Dispute' is either:
- 2.16.1. any argument between the Client and the Company, where the Client has reasons to assume that the Company breached one or more terms of the Agreement as a result of any action or failure to act, or
- 2.16.2. any argument between the Client and the Company, where the Company has reasons to assume that the Client breached one or more terms of the Agreement as a result of any action or failure to act.
- 2.17. 'Dividend Adjustment' is a Balance operation in the event of a dividend payment on a single derivative on stock.
- 2.17.1. For long positions ('Buy' order), the Dividend Adjustment is credited to the Balance;
- 2.17.2. For short positions ('Sell' order), the Dividend Adjustment is deducted from the Balance;
- 2.17.3. The Dividend Adjustment is executed on the ex-dividend date. The Dividend Adjustment is calculated as follows:  $\text{Dividend Adjustment} = \text{Dividend amount per one share} \times \text{Contract size} \times \text{Number of lots}$ .
- 2.18. 'Energy' is Spot West Texas Intermediate Crude Oil, Spot Brent Crude Oil, or United States Natural Gas.
- 2.19. 'Ex-dividend Date' is the date by which the Client needs to hold the dividend-paying stock derivative position to receive the upcoming dividend adjustment payment. If the Client purchases and holds the Derivative on Stock position before its ex-dividend date, the next Dividend Adjustment will be applied to their Balance. Conversely, if the Client purchases the Derivative on Stock after the Ex-dividend Date, the Dividend Adjustment will not be applied to their Balance.
- 2.20. 'Floating Profit/Loss' is the current profit/loss on Open Positions calculated at the current price.
- 2.21. 'Force Majeure Event' is any of the following events:
- 2.21.1. any act, event, or occurrence (including, without limitation, any strike, riot or civil commotion, an act of terrorism, war, an act of God, accident, fire, flood, storm, electronic, communication equipment or supplier failure, interruption of power supply, civil unrest, statutory provisions,



- lockouts) which, in the Company's reasonable opinion, prevents the Company from maintaining an orderly market for one or more of the Instruments
- 2.21.2. suspension, liquidation or closure of any market, abandonment or failure of any event to which the Company relates its Quotes, imposition of limits or special or unusual terms on the trading in any such market or on any such event.
  - 2.22. 'Free Margin' is the funds on the Client's account that may be used to open a position. Free Margin is calculated in the following way:  
Free Margin = Equity – Required Margin.
  - 2.23. 'IB' is the Client whose application for the IB status submitted via the Company's website was approved by the Company.
  - 2.24. 'Indicative Quote' is a price or a quote at which the Company has the right not to accept or execute any Orders or perform any modifications to the orders.
  - 2.25. 'Initial Margin' is the margin required to open a position. It can be viewed in the Trader's Calculator.
  - 2.26. 'Instruction' is the instruction from the Client to open or close a position or to place, modify, or delete an Order.
  - 2.27. 'Instrument' is any Currency Pair, Metal, Energy, Derivative on Stock, or Derivative on Index. It can also be referred to as a 'Trading Instrument' or a 'Trading Tool'.
  - 2.28. 'Leverage' is the virtual credit given to the Client by the Company. For instance, 1:500 leverage means that the Initial Margin for the Client will be 500 times less than the Transaction Size.
  - 2.29. 'Long Position' is a buy order, that is, buying the Base Currency against the Quote Currency.
  - 2.30. 'Lot' is 100,000 units of the Base Currency, 1000 Barrels of Crude oil, or any other number of contracts or troy oz. described in the Contract Specifications.
  - 2.31. 'Lot Size' is the number of units of a Base Currency or the number of troy oz. of a Precious Metal defined in the Contract Specifications.
  - 2.32. 'Margin' is the amount of funds required to maintain Open Positions as determined in the Contract Specifications for each Instrument.
  - 2.33. 'Margin Level' is the ratio of Equity to Required Margin. It is calculated in the following way:  
 $\text{Margin Level} = (\text{Equity} / \text{Required Margin}) * 100\%$ .
  - 2.34. 'Margin Trading' is leverage trading when the Client may make Transactions having far fewer funds on the Trading Account compared to the Transaction Size.
  - 2.35. 'Open Position' is a Long Position or a Short Position which has not yet been closed.
  - 2.36. 'Order' is an instruction from the Client to the Company to open or close a position when the price reaches the Order Level.
  - 2.37. 'Order Level' is the price indicated in the Order.
  - 2.38. 'Personal Area' is a personal profile created by the Company for the Client within the Company's Services. The Personal Area is for the Client's private use only and allows the Client to manage his or her personal information and all Trading Account settings.
  - 2.39. 'Precious Metal' is spot gold or spot silver.
  - 2.40. 'Price Gap' means the following:
    - 2.40.1. Current Bid price is higher than the Ask price of the previous Quote, or
    - 2.40.2. Current Ask price is lower than the Bid price of the previous Quote.
  - 2.41. 'Quote' is the information about the current price for a specific Instrument in the form of the Bid and Ask prices.
  - 2.42. 'Quote Currency' is the second currency in the Currency Pair, which can be bought or sold by the Client for the Base Currency.
  - 2.43. 'Rate' means the following:



- 2.43.1. for the Currency Pair: the value of the Base Currency in relation to the Quote Currency
- 2.43.2. for the Precious Metal: the price of one troy oz. worth of the Precious Metal against the US dollar or any other currency (if available) for this instrument
- 2.43.3. for the Energy: the price of one barrel worth of the Energy against the US Dollar or any other currency (if available) for this instrument
- 2.43.4. for the Derivative on Stock and Derivative on Index : the price of one contract against the currency of the corresponding country.
- 2.44. 'Required Margin' is the margin required by the Company to maintain Open Positions.
- 2.45. 'Risk Disclosure' is the Risk Disclosure document.
- 2.46. 'Segregated Account' is a bank account where the Clients' funds are kept separately from the Company's funds, as the regulations demand.
- 2.47. 'Services' are any services provided by the Company to the Client.
- 2.48. 'Short Position' is a sell position, that is, selling the Base Currency against the Quote Currency.
- 2.49. 'Spread' is the difference between the Ask and Bid prices.
- 2.50. 'Trading Account' is the Client's personal account in the Company at which the Client can perform orders, transactions, deposits, withdrawals, etc.
- 2.51. 'Trading Platform' is all the Company's software and hardware environment, which provides real-time Quotes, and allows Order placing, modification, deletion, or execution. The Trading Platform also calculates all the mutual obligations between the Client and the Company.
- 2.52. 'Transaction Size' is the Lot Size multiplied by the number of Lots.
- 2.53. 'Website' is the Company's website at [www.Orfinex.com](http://www.Orfinex.com).

### **3. Services**

- 3.1. Subject to the Agreement, the Company will offer the following Services to the Client:
  - 3.1.1. Receive and transmit trading orders or execute trading orders for the Client using the provided Trading Instruments.
- 3.2. Company's services include MetaTrader 4 and MetaTrader 5 software packs, technical analysis means, and any third parties' services offered along with the Company's services.
- 3.3. Subject to the Agreement, the Company may enter into Transactions with the Client using the Trading Instruments specified on the Company's website at [www.Orfinex.com](http://www.Orfinex.com).
- 3.4. The Company shall carry out all Transactions with the Client on an execution-only basis. The Company is entitled to execute Transactions notwithstanding that a Transaction may not be suitable for the Client. The Company is under no obligation unless otherwise agreed, to monitor or advise the Client on the status of any Transaction, to make margin calls, or to close out any Client's Open Positions.
- 3.5. The Client shall not be entitled to ask the Company to provide investment advice or to make any statements of opinion to encourage the Client to make any particular Transaction.
- 3.6. The Company shall not provide physical delivery of the Underlying Asset of an Instrument in relation to any Transaction. Profit or loss in the Currency of the Trading Account is credited or debited from the Trading Account once the Transaction is closed.
- 3.7. The Company shall not provide personal recommendations or advice on any specific Transactions.
- 3.8. The Company may from time to time and at its discretion provide information and recommendations in newsletters which it may post on its Website or provide to subscribers via its Website or otherwise. Where it does so:

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- 3.8.1. This information is provided solely to enable the Client to make his own investment decisions and can't be considered an investment advice
- 3.8.2. If the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the Client agrees that he or she will not pass it on to any such person or category of persons
- 3.8.3. The Company gives no representation, warranty, or guarantee as to the accuracy of completeness of such information or as to the tax consequences of any Transaction
- 3.8.4. It is provided solely to assist the Client in making his or her own investment decisions and can't be considered investment advice or unsolicited financial promotions to the Client.
- 3.9. In providing the Client with reception and transmission and/or execution services the Company is not required to assess the suitability of the financial instrument in which the Client wishes to transact, nor the service(s) provided or offered to him.
- 3.10. The Company reserves the right, at its discretion, to refuse to provide the Services to the Client at any time, and the Client agrees that the Company shall have no obligation to inform the Client of the reasons.
- 3.11. The Company reserves the right to reject the Client by returning him or her his or her initial deposit (that is, the total amount deposited by the Client) at any time in case the Company deems it appropriate and necessary (including but not limited to as a result of Client's malicious, illegal, inappropriate, fraudulent, or any other unacceptable actions).
- 3.12. Market commentary, news, or other information is subject to change and may be modified at any time without notice. The information can under no circumstances be considered direct or indirect trading advice.
- 3.13. Any trading decision made by the Client is his or her sole responsibility. The company is not liable for the consequences of such decisions.
- 3.14. By accepting this Agreement, the Client confirms that he or she has read the communication rules and agrees that he or she is only able to perform orders by means of the Client Terminal.
- 3.15. The Client agrees that the Company can modify, add, rename, or cancel any services offered in this Agreement partially or completely without prior notification. The Client also confirms that the Agreement is applied to the services which may be modified, added, or renamed in the future in addition to the services provided by the Company at present.
- 3.16. The Company shall not (unless set forth in this Agreement) attempt to execute any Client's order at the quotes different from the quotes offered by the Trading Platform.
- 3.17. The Company can under no circumstances be considered a tax agent. The Parties comply with their tax and/or any other obligations independently and on their own.
- 3.18. The Company does not allow anyone to trade as an agent or in any other capacity on behalf of other Clients or any other persons, except for specific campaigns and programs arranged by the Company (for example, Orfinex Copytrading). Except for the campaigns and/or programs specified in this clause, the following shall apply:
  - 3.18.1. The Client undertakes to trade on his or her behalf personally, not to allow any other Client or any other person to trade on his/her behalf, and not to trade on behalf of any other Client or any other person
  - 3.18.2. The Client undertakes that if he or she trades on behalf of any other client or any other person, the Client shall hold the Company harmless and be liable to such other Client or such other person for any losses and/or damage such other Client or such other person may have.
  - 3.18.3. The Client hereby undertakes that if any other Client or any other person trades on behalf of the Client and the Client has any loss or damage due to such trades, the Client shall not have



any claims against the Company and may claim such loss and/or damage only from the other Client or any other person who has been trading on his or her behalf.

- 3.19. Creating several Personal Areas by using multiple email addresses is prohibited. If the Company reasonably suspects the Client to operate more than one Personal Area, the Company reserves the right to close all Personal Areas except one at its sole discretion which will also mean closing the Trading Accounts opened within them without prior notification of the Client. The Company shall not bear any responsibility for any trading activity of the Client performed through such excessive Personal Areas and the consequences of such activity, including any losses borne by the Client upon closure of such Personal Areas and Trading Accounts. Personal funds remaining in the excessive Personal Areas shall be transferred to the remaining Personal Area.
  - 3.19.1. The Company reserves the right to close the Client's opened orders by the market quotes in case of creating several Personal Areas.
- 3.20. The Company reserves the right to automatically suspend the Trading Account created in the MetaTrader 5 platform from trading in the following cases:
  - 3.20.1. If the Client has never added funds to such Trading Account—in 7 (seven) calendar days after he or she has logged into the platform using such account's credentials.
  - 3.20.2. If the Client has added funds in this Trading Account—in 30 (thirty) calendar days after he or she has last opened an order, closed an order, made a deposit to such Trading Account, or logged into the platform using such account's credentials (whichever comes first).
- 3.21. The Client may return the Trading Account from being suspended at any time by pressing the corresponding button in the Personal Area or the Orfinex Trading App, or by making any deposit or transfer into such Trading Account. The trading credentials, trading history, balance, and withdrawal availability for such Trading Account, in this case, remain unchanged.

#### **4. Mandatory position closure (Margin call and stop out)**

- 4.1. Margin call occurs whenever the account's margin level falls below the designated percentage described in the Trading Account specification on the Company Website. In this case, the Company is entitled but not liable to close the Client's positions.
- 4.2. The Company is obliged to close Client's open positions without prior notification in case Margin level falls below the designated percentage described in the Trading Account specification on the Company Website. This event is called Stop Out.
- 4.3. Stop Out is executed at a current market quote on a first-come-first-serve basis. Stop Out will be recorded in the server's log file as a 'stop out'.
- 4.4. In case the Client has several open positions, the first position to close will be the one with the highest floating loss.
- 4.5. In case a Stop Out leads to the account balance becoming negative, this does not imply any debt payments from the Client and can't be regarded as such. The Company will compensate the account balance to zero. In exceptional cases (should the Company deem Client's actions fraudulent or intentional), the Company may claim the debt.
- 4.6. Margin Call and Stop Out levels may be increased during news releases, periods of high market volatility, abnormal market conditions, and other irregular events.

#### **5. Trading conditions**

- 5.1. Full trading conditions including but not limited to current spreads, currency pairs, lot sizes, transaction sizes, commissions, volume and/or deposit limitations, and account types are



located at [www.Orfinex.com](http://www.Orfinex.com). The Company reserves the right to modify, add, or cancel any or all of the trading conditions. Such modifications are subject to prior notification.

- 5.2. Any kind of abusing and/or taking unfair (direct or indirect) advantage of the Company's trading conditions may be a subject of investigation. Should facts of such abuses arise, the profit and/or loss gained with this advantage may be cancelled by the Company's sole decision. The Client fully acknowledges this.
- 5.3. The company reserves the right to suspend any trading account if it is found to be engaged in high frequency trading or using arbitrage software. Any profits generated by such methods will be cancelled. Any customer found involved in high frequency trading or using arbitrage methods will be suspended for a lifetime, and their initial deposited funds will be locked for a period of 90 days. If the customer is found involved in such methods for a second time, their initial deposited funds will be suspended permanently.
- 5.4. The company reserves the right to cancel any profits that occur due to any technical error or issue, including spikes in pricing. This may happen due to technical issues, server upgrades, or spikes generated on liquidity channels.
- 5.5. We hold the rights to cancel all profits, running trades (whether they are in profit or loss), and suspend users for a lifetime in the case of any abusive argument on customer support through any channel, including email, WhatsApp, and other social media platforms. The company also holds the right to hold the initial deposit as well as any IB benefit on the suspension of the account due to abusive behavior.
- 5.6. The client acknowledges and accepts that the leverage provided by Orfinex may be reduced to 1:100 during high volatile market conditions or if the margin level hits below 150% of the trading account, which may affect existing trades as well as new trades, and Orfinex shall not be held responsible for any losses resulting from such reduction in leverage due to volatile market conditions or low margin levels.

## **6. Pending orders**

- 6.1. The following kinds of pending orders may be executed in the Trading Software:
  - 6.1.1. Buy Limit: an order to open a 'Buy' position if the Ask price becomes lower or equal to the order price. In this case, the current price at the moment of placing the order is higher than the Buy Limit order price
  - 6.1.2. Buy Stop: an order to open a 'Buy' position if the Ask price becomes higher or equal to the order price. In this case, the current price at the moment of placing the order is lower than the Buy Stop order price
  - 6.1.3. Sell Limit: an order to open a 'Sell' position if the Bid price becomes higher or equal to the order price. In this case, the current price at the moment of placing the order is lower than the Sell Limit order price
  - 6.1.4. Sell Stop: an order to open a 'Sell' position if the Bid price becomes lower or equal to the order price. In this case, the current price at the moment of placing the order is higher than the Sell Stop order price
  - 6.1.5. Stop Loss: an order to close an open position at a certain price in case the position generates losses
  - 6.1.6. Take Profit: an order to close an open position at a certain price in case the position generates profit.



## **7. Orders' rules**

- 7.1. Opening, modifying, or deleting orders is allowed only during active trading hours set forth in the Contract Specification; it is not allowed beyond trading hours.
- 7.2. In the exceptional case of irregular market conditions, trading with a specific tool may be prohibited (fully or partially, temporarily or permanently) until the conditions remain irregular or until further notice.
- 7.3. All the pending orders are executed by GTC Model ('Good Till Cancelled') and have no period of validity, that is, they remain active until cancelled by the Client. The Client, however, has the right to set the order expiration date by him- or herself.
- 7.4. In case one or several order parameters are invalid or missing, the order may be declined by the Trading Platform.
- 7.5. The Company will specify the current market price at its sole discretion.
- 7.6. Orders of all types shall not be placed closer than a stated number of points from the current price. The minimum distance in points from the current price may be changed with prior notice.
- 7.6.1. Pending orders of all types, including Take Profit and Stop Loss, should not be placed closer than Stop Level—a stated number of points away from the current price for each symbol. Stop Level values may be changed with prior notice. The Client can see the current Stop Level value in the symbol's specification in the MetaTrader trading terminal.
- 7.7. A note in the server log file about the order opening means the Client has opened an order and agrees with it. Each order gets a unique identification number (a ticker).
- 7.8. In case an order opening is requested before the first quote appears in the Trading Platform, it will be rejected by the Trading Platform. In this case, the message 'No price/Trading is forbidden' will appear in the Client Terminal.
- 7.9. A note in the server log file about the order closure or modification means the Client has modified or closed an order and agrees with it.
- 7.10. In case an order closure or modification is requested before the first quote appears in the Trading Platform, it will be rejected by the Trading Platform.
- 7.11. The Company offers an option for the Client to partially close their open positions on the MetaTrader 4 and MetaTrader 5 platforms. This option is realised differently on the MetaTrader 4 and MetaTrader 5 platforms.
- 7.12. The Company has an option for the Client to perform the Close By operation on their open positions on the MetaTrader 4 and MetaTrader 5 platforms.
- 7.13. The Company has an option for the Client to perform the Multiple Close By operation on their positions on the MetaTrader 4 and MetaTrader 5 platforms.

## **8. Pending orders execution**

- 8.1. A pending order is executed in the following cases:
  - 8.1.1. Buy Limit order: whenever the current Ask price becomes lower or equal to the order price
  - 8.1.2. Buy Stop order: whenever the current Ask price becomes higher or equal to the order price
  - 8.1.3. Sell Limit order: whenever the current Bid price becomes higher or equal to the order price
  - 8.1.4. Sell Stop order: whenever the current Bid price becomes lower or equal to the order price
  - 8.1.5. Take Profit order for a 'Buy' position: whenever the current Bid price becomes equal or higher than the order price
  - 8.1.6. Stop Loss order for a 'Buy' position: whenever the current Bid price becomes equal or lower than the order price





- 8.1.7. Take Profit order for a 'Sell' position: whenever the current Ask price becomes equal or lower than the order price
- 8.1.8. Stop Loss order for a 'Sell' position: whenever the current ask price becomes equal or higher than the order price.
- 8.2. The following rules are applied to orders' execution during price gaps:
  - 8.2.1. In case the pending order price and Take Profit level are within the price gap, the order will be cancelled with a comment ('cancelled' or 'gap')
  - 8.2.2. In case the 'Take Profit' order price is within the price gap, the order will be executed by its price
  - 8.2.3. In case the 'Stop Loss' order price is within the price gap, the order will be executed by the first price after the price gap with a comment ('sl' or 'gap')
  - 8.2.4. 'Buy Stop' and 'Sell Stop' pending orders will be executed by the first price after the price gap with a comment ('started' or 'gap')
  - 8.2.5. 'Buy Limit' and 'Sell Limit' pending orders will be executed by the order's price with a comment ('started' or 'gap').
- 8.3. In some instances, when small price gaps occur, the orders may be executed as usual as stated in the previous paragraph.
- 8.4. In case a Client account simultaneously has the following characteristics:
  - 8.4.1. The margin level is 140% or less
  - 8.4.2. 60% of the volume of total position is placed at the one trade tool and has one direction (sell or buy)
  - 8.4.3. This part of the total position has been formed within 24 hours period before the market closure the Company is entitled to set 'Take Profit' for the orders included in the total position at the Ask price level of market closing for the tool minus one point (for 'Sell' orders) or at the Bid price level of the market closing for the tool plus one point (for 'Buy' orders).

## **9. Margin requirements**

- 9.1. The Client shall provide and maintain the Initial Margin and/or Hedged Margin in such limits as the Company may require from time to time in compliance with the Agreement. It is the Client's sole responsibility to ensure that he or she understands how the margin is calculated.
- 9.2. The Client shall pay the Initial Margin and/or Hedged Margin at the moment of opening a position.
  - 9.2.1. The Hedged Margin amounts to the minimum of 50% of the Margin requirement of equivalent hedged position. The size of the Hedged Margin depends on the volume of the position.
- 9.3. If no Force Majeure Event occurs, the Company is entitled to change margin requirements and send to the Client a Written Notice 3 (three) Business Days prior to these amendments.
- 9.4. The Company is entitled to change margin requirements without prior Written Notice in the case of a Force Majeure Event.
- 9.5. The Company is entitled to apply new margin requirements amended in accordance with above-mentioned paragraphs to the new positions and to the positions that are already open.
- 9.6. The Company is entitled to close Client's Open Positions without the consent of the Client or any prior Written Notice if the Equity is less than a certain rate depending on the account type stipulated on the Company Website.
- 9.7. It is the Client's responsibility to notify the Company as soon as the Client believes that he or she will be unable to meet a margin payment when due.
- 9.8. The Company is not obliged to make margin calls for the Client. The Company is not liable to the Client for any failure to contact or an attempt to contact the Client.



## **10. Deposit and withdrawal**

- 10.1. The Client may deposit funds into the Trading Account at any time. All payments to the Company shall be made in accordance with the Payment Instructions set forth on the Company's Website. Under no circumstances will third party or anonymous payments be accepted.
- 10.2. In case the nature of the deposit does not allow instant payment processing (bank wire, etc), the Client shall create a Deposit Request in the Personal Area. Failure to do so will lead to a deposit delay.
- 10.3. It is the Client's sole responsibility to create Deposit Requests in his or her Personal Area and to fill them in a correct and proper way. Failure to do so will lead to a deposit delay.
- 10.4. The Client may withdraw funds from the Trading Account at any time in accordance with the procedure described in paragraph 13.5.
- 10.5. If the Client requests to withdraw funds from the Trading Account, the Company shall pay the specified amount within three (3) Business Days after the request has been accepted if the following conditions are met:
  - 10.5.1. Withdrawal request contains all necessary information
  - 10.5.2. The request is to perform funds transfer to the Client's bank account or e-currency account (under no circumstances will payments to third party or anonymous accounts be accepted), and
  - 10.5.3. Client's Free Margin exceeds or equals to the amount specified in the withdrawal request including all payment charges.
- 10.6. The Company shall debit the Client's Trading Account for all payment charges (if applicable).
- 10.7. As per Company's AML Policy, to prevent the Client from money laundering or terrorist financing, the Company establishes that the Client shall use the same methods to withdraw funds as he or she did to deposit funds. If the Client deposits funds to his or her Trading Account via multiple payment methods, the Client shall withdraw funds using the same payment methods. In this case, the ratio of withdrawable amounts to one another shall be directly proportional to the ratio of deposited amounts.
- 10.8. In exceptional cases (such as Force Majeure circumstances, termination of payment system operation, etc.), the Company is entitled to decline the Client's funds withdrawal in any payment system. Such cases shall be considered on a case by case basis.
- 10.9. To provide financial security for the Client, in some cases the Company reserves a right to withdraw Client's funds only to his or her bank account.
- 10.10. For security and/or compliance reasons, the Company reserves the right to demand the Client's complete identification data.

The Company also reserves the right to refuse to provide the Services to the Client who fails to pass the control check by phone and fails to answer basic questions concerning the Client's Personal Area:

  - 10.10.1. Following the request of the Company, the Client shall send to the Company advanced selfies and/or regular selfies with the requested identification documents, such as passport, other types of ID, address proof, bank reference letter, and/or any other relevant documents not listed here
  - 10.10.2. Should such request be made by the Company, the Client shall have 14 (fourteen) calendar days to collect and send advanced selfies and/or regular selfies with the requested documents to the Company



- 10.10.3. If the Client does not send advanced selfies and/or regular selfies with the requested documents within the mentioned 14-day period, the Client's account shall be irreversibly blocked, and the Client's personal funds, excluding profits, shall be refunded
- 10.10.4. No profits shall be paid and no losses shall be reimbursed for such accounts
- 10.10.5. For the purposes of this clause, an 'advanced selfie' shall mean a selfie of a person made with a requested document and a sheet of paper with the current date and the word 'Orfinex' written on it.
- 10.11. Internal transfers (that is, transfers from one trading account to another within the Company) between third parties are prohibited.
  - 10.11.1. Any deposit made through a third-party or local deposit agent is not permitted or allowed. In the event that such a deposit is made, the same method will be used for withdrawal as well.
  - 10.11.2. We bear complete responsibility for deposits made directly into our official bank accounts or wallets. Any third-party deposit will not be under our responsibility.
  - 10.11.3. Deposit method in any trading account should be the same. For example, if you have deposited through USDT (TRC-20), then other deposits should be done with the same method for quicker withdrawals. Otherwise, delays can be possible.
  - 10.11.4. We bear no responsibility for deposits done through cash vouchers and external transfers from any third-party.
  - 10.11.5. Bank withdrawals can take up to 3 - 7 working days as standard processing time. However, it may take more time than the given time due to any compliance.
- 10.12. If the Client has an obligation to pay any amount to the Company that exceeds the Trading Account Equity, the Client shall pay the amount of excess forthwith upon the obligation arising
- 10.13. All incoming payments shall be credited to the Client's Trading Account no later than within one (1) Business day after the funds have been received by the Company.
- 10.14. The Client acknowledges and agrees that when a payment is due and sufficient 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 and to exercise its rights in compliance with the Agreement.
- 10.15. The Client shall make any margin payments or other due payments in US dollars, Euros, and other currencies accepted by the Company. The payment amount will be converted into the Trading Account Currency at the current market rate.
- 10.16. The Company is entitled but not obliged to cover deposit and withdrawal fees applied by Skrill, Neteller, FasaPay, or any other payment processors. Such fees can be charged from the Client in cases which the Company deems appropriate.

## **11. Commissions, charges, and other costs**

- 11.1. The Client shall pay the Company the commissions, charges, and other costs set out in the Agreement. The Company will display all current commissions, charges, and other costs on its Website.
- 11.2. The Company may modify commissions, charges, and other costs from time to time without prior notice. All changes in commissions, charges, and other costs are displayed on the Company Website.
- 11.3. The Client undertakes to pay all possible stamp expenses relating to this Agreement and any documentation which may be required.
- 11.4. The Client shall be solely responsible for all filings, tax returns, and reports on any Transactions which should be made to any relevant authority, governmental or otherwise, and for the



payment of all taxes (including but not limited to any transfer or value-added taxes) arising in connection with any Transaction.

- 11.5. The Company is not liable to disclose any reports regarding profits, commissions, and other fees received by Company from the Client's trading unless stated otherwise by the Agreement.
- 11.6. By opening an account, the Client unconditionally accepts all fees applicable to his or her account as per trading conditions described on the Company Website.

## **12. Communication**

- 12.1. Company will use contact details provided by the Client whilst opening the Trading Account, and the Client agrees to accept any notices or messages from the Company at any time.
- 12.2. Any piece of information sent to the Client (documents, notices, confirmations, statements and etc.) shall be deemed received:
  - 12.2.1. Within one hour after an email has been sent if the information has been sent by email
  - 12.2.2. Immediately after sending if sent by the Trading Platform internal mail
  - 12.2.3. Once the telephone conversation has been finished if contacted by phone
  - 12.2.4. Within one hour after it has been posted on the Company News Webpage if posted at the Company's Website.
- 12.3. On the first day of each month, the Company will send the Client a statement that includes all Transactions of the previous month. The Statement shall be sent by email.
- 12.4. Any telephone conversation between the Client and the Company may be recorded. All Instructions and Requests received by telephone will be binding as if received in writing. 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 other arising obligations. The Client agrees that the Company may deliver copies of transcripts of such recordings to any court, regulatory, or government authority.

## **13. Dispute resolution**

- 13.1. In case any conflict situation arises when the Client reasonably believes that the Company as a result of any action or failure to act breaches one or more terms of the Agreement, the Client has the right to file a complaint.
- 13.2. To file any complaint, the Client should email it to [support@Orfinex.com](mailto:support@Orfinex.com).
- 13.3. A complaint MUST contain:
  - 13.3.1. First and last name of the Client (or the company name, if the Client is a legal entity)
  - 13.3.2. Client's login details in the Trading Platform (that is, the Account number)
  - 13.3.3. Details of when the conflict first arose (date and time in the Trading Platform time)
  - 13.3.4. Ticker of the order in question
  - 13.3.5. Description of the conflict situation supported by the reference to the Agreement.
- 13.4. The complaint MUST NOT contain:
  - 13.4.1. Affective appraisal of the conflict situation
  - 13.4.2. Offensive language
  - 13.4.3. Uncontrolled vocabulary.
- 13.5. The Company has the right to reject a complaint in cases when:
  - 13.5.1. Any of the above-mentioned provisions are breached
  - 13.5.2. More than 30 (thirty) calendar days have passed since the conflict situation.



13.6. The Claim resolution term is set as 10 (ten) working days since the claim has been submitted. In occasional cases, the term may be increased.

#### **14. Server log file**

14.1. The Server Log File is the most reliable source of information in case of any Dispute. The Server Log File has absolute priority over other arguments including the Client Terminal Log File as the Client Terminal Log File does not register every stage of the execution of the Client's Instructions and Requests.

14.2. If the Server Log File has not recorded the relevant information to which the Client refers, the argument based on this reference may not be considered.

#### **15. Indemnification**

15.1. The Company may resolve all Disputes by ONLY:

15.1.1. Crediting/debiting the Client's Trading Account

15.1.2. Reopening erroneously closed positions, and/or

15.1.3. Deleting erroneously opened positions or placed Orders.

15.2. The Company reserves the right to choose the method of Dispute resolution at its sole discretion.

15.3. Disputes not mentioned in the Agreement will be resolved in accordance with the common market practice and at the sole discretion of the Company.

15.4. The Company shall not be liable to the Client if for any reason the Client has received less profit than he or she had hoped for or has incurred a loss as a result of an uncompleted action which the Client had intended to complete. Thus, the Company will under no circumstances compensate for any 'lost profit'.

15.5. The Company shall not be liable to the Client for any indirect, consequential, or non-financial damage (emotional distress, etc.).

#### **16. Rejection of complaint**

16.1. In case the Client had been notified in advance by the Trading Platform internal mail or some other way of routine maintenance on the Server, complaints made in regard to any unexecuted Instructions or Requests which are given during such a maintenance period are not accepted. The fact that the Client has not received a notice shall not be a reason to file a complaint.

16.2. Complaints regarding Order execution time are not accepted.

16.3. No Client complaints will be accepted in regard to the financial results of the orders opened or closed using temporary excess Free Margin on the Trading Account gained as a result of a profitable position (cancelled by the Company afterwards) or opened at an off-market quote (spike) or by any other reason.

16.4. In regard to all Disputes, any references by the Client to the Quotes of other companies or information systems can not be taken into account.

16.5. The Client acknowledges that he or she will not be able to manage the position while the Dispute in regard to this position is being considered and no complaints regarding this matter will be accepted.

#### **17. Force majeure**



- 17.1. The Company may, in its reasonable opinion, determine that a Force Majeure Event exists, in which case the Company will in due course take reasonable steps to inform the Client. A Force Majeure Event includes without limitation:
  - 17.1.1. Any act, event or occurrence (including, without limitation, any strike, riot or civil commotion, an act of terrorism, war, an act of God, accident, fire, flood, storm, interruption of power supply, electronic, communication equipment or supplier failure, civil unrest, statutory provisions, lockouts) which, in the Company's reasonable opinion, prevents the Company from maintaining an orderly market in one or more of the Instruments
  - 17.1.2. The suspension, liquidation or closure of any market or the abandonment or failure of any event to which the Company relates its Quotes or the imposition of limits or special or unusual terms on the trading in any such market or on any such event.
- 17.2. In case the Company determines in its reasonable opinion that a Force Majeure Event exists (without prejudice to any other rights under the Agreement), the Company may without prior Written Notice and at any time take any of the following steps:
  - 17.2.1. Increase margin requirements
  - 17.2.2. Close down any or all Open Positions at the prices which the Company shall in good faith consider to be appropriate
  - 17.2.3. Suspend, freeze, or modify the application of any or all terms of the Agreement to the extent that the Force Majeure Event makes it impossible or impractical for the Company to comply with them, or
  - 17.2.4. Take or omit to take all such other actions as the Company deems to be reasonably appropriate in the circumstances regarding the position of the Company, the Client, and other Clients.

## **18. Safety**

- 18.1. The Client will not proceed and avoid proceeding in any action that could probably allow the irregular or unauthorized access or use of the Trading Platform. The Client accepts and understands that the Company reserves the right at its sole discretion to terminate or limit his or her access to the Trading Platform if it suspects that he or she allowed such use.
- 18.2. When using the Trading Platform, the Client will not, whether by act or omission, do anything that will or may violate the integrity of the Platform or cause it to malfunction.
- 18.3. The Client is permitted to store, display, analyze, modify, reformat, and print the information made available through the Trading Platform. The Client is not permitted to publish, transmit, or otherwise reproduce that information, in whole or in part, 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 provided on the Trading Platform.
- 18.4. The Client agrees to keep any Access data secret and not to disclose it to any third party.
- 18.5. The Client agrees to notify the Company immediately if he or she knows or suspects that his or her Access Data have or may have been disclosed to any unauthorized person.
- 18.6. The Client agrees to co-operate with any investigation the Company may conduct considering any misuse or suspected misuse of his or her Access Data.
- 18.7. The Client accepts that he or she will be liable for all Orders given through and being logged in under his or her Access Data, and any such Orders received by the Company shall be considered as received from the Client.
- 18.8. The Client acknowledges that the Company bears no responsibility for any unauthorized third persons obtaining access to information, including logins, passwords, electronic currency accounts access, emails, electronic addresses, electronic communication, and personal data,



when the above-mentioned information is transmitted using the internet or other network communication facilities, post, telephone, during the oral or written conversation, or using any other means of communication.

- 18.9 The Client unconditionally guarantees that the source of the funds used for trading with the Company is legal, and the funds were not received as a result of any illegal activity, fraud, money laundering, or from other illegal sources. Failure to comply with this rule will lead to the account termination and a report to the authorities in all cases without exceptions. Under no circumstances the Company or its partners and/or subsidiaries will bear any responsibility for any claims or complaints if such a case arises.

## **19. Miscellaneous**

- 19.1. The Company reserves the right to suspend the Client's Trading Account at any time for any valid reason with or without Written Notice to the Client.
- 19.2. If the Balance of the Client's Trading Account equals zero, the Company reserves the right to delete such Trading Account within 60 (sixty) days after the last trading or monetary operation had been performed in this account with or without Written Notice to the Client.
- 19.3. If a situation not covered by the Agreement arises, the Company will resolve the matter on the basis of good faith and fairness and, where appropriate, by taking such action as is consistent with market practice.
- 19.4. In case any term of the Agreement (or any part of it) shall be held by a court of competent jurisdiction to be unenforceable for any reason, then such term shall to that extent be deemed severable and not form part of this Agreement. However, the enforceability of the remainder of the Agreement shall not be affected.
- 19.5. The Client may not assign, charge or otherwise transfer or purport to assign the Client's rights or obligations under the Agreement without the prior written consent of the Company, and any purported assignment, charge, or transfer in violation of this term shall be voided.
- 19.6. The Client is entitled to make a request for changing the IB he or she was assigned to, for subscribing to the IB, and unsubscribing from the IB via the Company's Customer Support or by sending the corresponding written request at [ib@Orfinex.com](mailto:ib@Orfinex.com). However, the decision on approving this request shall be at the Company's sole discretion.
- 19.7. The Company is entitled to unsubscribe a Client from an IB at its sole discretion at any moment without any notice.
- 19.8. 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 who comprise the Client shall be deemed to have been given to all the persons who comprise the Client. Any Order given by one of the persons who comprise the Client shall be deemed to have been given by all the persons who comprise the Client.
- 19.9. The Client accepts and understands that the Company's official language is English, and the Client should always read and refer to the English version of the Company's Website and this Customer Agreement for all information and disclosures about the Company and its activities. All translations or any information provided in languages other than English on the Company's local websites is for informational purposes only and does not bind the Company or has any legal effect whatsoever. The Company shall not bear any responsibility or liability regarding the correctness of the information therein.



- 19.10. The Client confirms that they've thoroughly read and agree to be bound by our Privacy Policy, Risk Disclosure, Return Policy, AML Policy, and any other documents that the Company may publish.

## KYC / AML Policies

Orfinex Capital is committed to the highest standards of compliance against money laundering (AML) and anti-terrorist financing (CTF). The objective of the Companies Policy against Money Laundering and Terrorism Financing is to actively prevent the risks of these matters. To help the government combat the financing of terrorism and money laundering activities, the law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. We have an obligation to report suspicious client activity relevant to money laundering.

### **Money Laundering**

The process of converting funds received from illegal activities (such as fraud, corruption, terrorism, etc.) into other funds or investments that appear legitimate to hide or distort the actual source of funds. The money laundering process can be divided into three sequential stages:

- **Placement.** At this stage, the funds are turned into financial instruments, such as checks, bank accounts, and money transfers, or they can be used to buy high-value goods that can be resold. They can also be physically deposited in banks and non-bank institutions (e.g. exchange houses). To avoid suspicion on the part of the company, the bleach can also make several deposits instead of depositing the entire sum at once, this form of placement is called smurf.
- **Layers.** The funds are transferred or moved to other accounts and other financial instruments. It is done to disguise the origin and interrupt the indication of the entity that carried out the multiple financial transactions. Moving funds and changing their form makes it difficult to track the money that is being laundered.
- **Integration.** The funds are re-circulated as legitimate to purchase goods and services. Orfinex Capital Limited adheres to the principles of Anti-Money Laundering and actively prevents any action that targets or facilitates the legalization process of illegally obtained funds. The AML policy means preventing the use of the company's services by criminals, with the objective of money laundering, terrorist financing or other criminal activity. To prevent money laundering, Orfinex Capital Limited does not accept or pay in cash under any circumstances. The company reserves the right to suspend the operation of any client, which may be considered illegal or, in the opinion of the staff, related to money laundering.

### **Company procedures**

Orfinex Capital Limited will ensure that it is a real or legal person. Orfinex Capital Limited also performs all the necessary measures in accordance with the applicable laws and regulations, issued by the monetary authorities. The AML policy is being met within FX of Orfinex Capital Limited by the following means:

- know your client's policy and due diligence
- monitor customer activity





- Registry maintenance Know Your Customer - Due to the company's commitment to AML and KYC policies, each company customer must complete a verification procedure.

Before Orfinex Capital Limited initiates any cooperation with the client, the company ensures that satisfactory evidence is presented or other measures are taken that produce satisfactory proof of the identity of any client or counterparty. The company also applies increased scrutiny to clients, who are residents of other countries, identified by credible sources as countries, who have inadequate AML standards or who may pose a high risk of crime and corruption and beneficial owners who reside in and whose funds are sourced from named countries.

### **Individual clients**

During the registration process, each client provides personal information, specifically: full name; birthdate; country of origin; and full residential address. The following documents are required to verify personal information: A client submits the following documents (in case the documents are written in non-Latin characters: to avoid delays in the verification process, it is necessary to provide a notarized translation of the document in English ) due to KYC requirements and to confirm the indicated information:

- Valid passport (showing the first page of the local or international passport, where the photo and signature are clearly visible); or
- Driving license with photograph; or
- National identity card (showing the front and back);
- Documents proving current permanent address (such as utility bills, bank statements, etc.) containing the customer's full name and place of residence. These documents should not be older than 3 months from the filing date.

### **Corporate clients**

In the event that the applicant company is listed on a recognized or approved stock exchange or when there is independent evidence to show that the applicant is a wholly owned subsidiary or a subsidiary under the control of said company, no further steps will normally be taken to verify the identity. necessary. In the event that the company is not listed and none of the main directors or shareholders already has an account with Orfinex Capital Limited, the following documentation must be provided:

- Certificate of incorporation or any national equivalent;
- Memorandum and Articles of Association and statutory declaration or any national equivalent;
- Certificate of good standing or other proof of the company's registered address;
- Resolution of the board of directors to open an account and grant authority to those who will operate it;
- Copies of powers of attorney or other authorities granted by the directors in relation to the company;
- Proof of the identity of the directors in case they deal with Orfinex Capital Limited on behalf of the Client (in accordance with the individual identity verification rules described above);
- Proof of identity of the final beneficiary (s) and / or the person (s) under whose instructions the signers of the account are empowered to act (in accordance with the rules of individual identity verification described above).



Tracking customer activity In addition to collecting customer information, Orfinex Capital Limited continues to monitor the activity of each customer to identify and prevent any suspicious transactions. A suspicious transaction is known as a transaction that is not consistent with the legitimate business of the customer or with the transaction history of the regular customer known by tracking customer activity. Orfinex Capital Limited has implemented the named transactions monitoring system (both automatic and, if necessary, manual) to prevent criminals from using the company's services.

Registry maintenance Records must be kept of all transaction data and data obtained for identification purposes, as well as all documents related to money laundering issues (e.g. suspicious activity reporting files, AML account monitoring documentation, etc.). Those records are kept for a minimum of 7 years after the account is closed.

### **Measures taken**

In cases of an attempt to execute transactions that Orfinex Capital Limited suspects are related to money laundering or other criminal activity, it will proceed in accordance with applicable law and report the suspicious activity to the regulatory authority. Orfinex Capital Limited reserves the right to suspend the operation of any client, which may be considered illegal or may be related to money laundering in the opinion of the staff. Orfinex Capital Limited has full discretion to temporarily block the suspicious customer's account or terminate a relationship with an existing customer. For more information you can contact us at [support@orfinex.com](mailto:support@orfinex.com).